

# MEMORANDUM OF UNDERSTANDING

Between



Shri Guru Buddhiswami Shikshan Prasarak Sanstha's,  
**Shri Guru Buddhiswami Mahavidyalaya,**  
**Purna (Jn.), -431511 Dist. Parbhani (MS)**

And



M.S.P. Mandal's  
**Shri Shivaji College,**  
**Parbhani- 431401 Dist. Parbhani (M.S.)**

MEMORANDUM OF UNDERSTANDING

Between



The Government of Karnataka  
Shri Guru Buddhewara Mahavidyalaya,  
Tumkur (D.), - 571511 Dist. Tumkur (MS)

And



The Government of Karnataka  
Shri Guru Buddhewara Mahavidyalaya,  
Tumkur (D.), - 571511 Dist. Tumkur (MS)



# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into

On 04/08/2021

BY AND BETWEEN

S.G.B.S.P. Sanstha's

**Shri Guru Buddhiswami Mahavidyalaya,  
Purna (Jn.) -431511 (MS)**

[Affiliated to Swami Ramanand Teerth Marathwada University, Nanded]

Represented by

The Principal,

Having its office mentioned above  
(Hereinafter referred to as the 'SGBM')

AND

M.S.P. Mandal's

**Shri Shivaji College,**

**Parbhani- 431401 Dist. Parbhani (M.S.)**

[Affiliated to Swami Ramanand Teerth Marathwada University, Nanded]

Represented by

The Principal,

Having its office mentioned above  
(Hereinafter referred to as the 'SSC')



MEMORANDUM OF UNDERSTANDING

For the purpose of clarifying the scope of the project...

BY AND BETWEEN

On the one hand,

Shri Gauri Bhatnagar, (hereinafter referred to as 'Gauri')

Passport No. (A) 123456789

[Alliance to Support the Government of India]

And on the other hand,

The Government of India

Ministry of External Affairs, New Delhi

AND

Shri Gauri Bhatnagar

Passport No. (A) 123456789

[Alliance to Support the Government of India]

[Alliance to Support the Government of India]

WITNESSETH

The Government of India

Ministry of External Affairs, New Delhi



## **PREAMBLE:**

Forging partnership and building relationships with fellow institutions, like minded personalities, agencies and NGOs will definitely lead to an active role in the present globalized world. It is, in fact, the need of the hour to work in collaboration to achieve and maintain quality standards in Teaching – Learning – Evaluation, Research and Extension activities. This helps to produce quality student services and may also serve to complement skills and resources between the two parties. Individual academicians from affiliated colleges, and NGOs should join their hands to improve the standards in the field. This collaboration will also help to tackle and find solutions to particularly, the local problems and work together for the sustainable development of the area.

Whereas, Shri Guru Buddhiswami Mahavidyalaya, Purna (Jn.) - 431511 and Shri Shivaji College, Parbhani have many areas of common interest in Teaching as well as Research, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research.

Now therefore, both the colleges have decided to enter into this Memorandum of Understanding (herein after referred to as MOU), which defines the framework for the cooperation of the two institutions set out in the following sections.

### **About SGBM**

S.G.B.S.P. Sanstha's Shri Guru Buddhiswami Mahavidyalaya, Purna (Jn.), established in 1983, is one of the premiere institutions in the region, proactively engaged in conducting quality teaching and research for the rural, poor and the needy students of the Purna Taluka. The College got reaccredited at 'B' Grade with 2.42 CGPA (2<sup>nd</sup> Cycle) by NAAC (2016). The quality enhancement measures implemented post – NAAC have subsequently led to get 'A' Grade in the University Academic Audit(2019). As a recognition to our unstinted efforts in the quality education and extension activities, Swami Ramanand Teerth Marathwada University, Nanded has honoured the College with the award of the 'Best College (Rural) in the year 2019.

### **About SSC**

M.S.P. Mandal's Shri Shivaji College, established in 1961, is the oldest college in Parbhani. It is run by Marathwada Shikshan Prasarak Mandal, Aurangabad. The college is affiliated to Swami Ramanand Teerth Marathwada University. It is the highest performing College in the university Jurisdiction in NAAC A+ Grade with 3,52 CGI) A. UCC has also identified it as a college with Potential for Excellence (CPE) institution.

## **BROAD AREAS OF COLLABORATION:**

Both Institutes agree to develop the following collaborative activities in the academic areas of mutual interest, on the basis of equality and reciprocity. The two institutions shall seek to promote:

### **A. Student/Faculty/ Research Facilities Exchange:**

- i. Collaboration in teaching, research and development, and consultancy services in the field of mutual interest.
- ii. The exchange of faculty to the mutual benefit of both the institutions.
- iii. The exchange of academic materials and publications

The following information is being provided to you for your information. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for your information only and should not be relied upon as a basis for any investment decision. The information is provided for your information only and should not be relied upon as a basis for any investment decision.

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- iv. Conducting guest lectures
- v. Undertaking joint research activities/projects
- vi. Attachment of staff for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills.
- vii. Participating in Seminars, Symposiums, and other types of academic discussions.
- viii. Conducting study tours and joint consultancy work.

A specific plan will be worked out for each activity, setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including the financial liabilities will be decided mutually as and when the need arises between the institutes. A separate agreement will be entered into giving such details including terms of exchange of any intellectual property.

#### **B. Student Exchange:**

Both Institutes agree that student exchange will be guided by principles listed below. A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate.

- i. Exchange of students will be decided by mutual agreement between the home institution and the host institution for training and awareness programmes.
- ii. Student will continue to be treated as a full-time student at his/her home institution.
- iii. If an exchange student has undertaken research, then the host institution will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical "report" of the research carried out.
- iv. If an exchange student has undertaken research, then the home institution will take note of the performance evaluation and the technical response, and take steps in accordance with its own procedures.
- v. Both the institutes agree to provide suitable accommodation and living expenses for student exchange.
- vi. To avail travel expenses, students can apply for existing funding programs at their respective home institution.
- vii. The exchange students will pay tuition and other fees at their home institution.

#### **C. Research and Other Areas:**

- i. To exchange information on teaching, learning material and other literature relevant to their educational and research programs.
- ii. The provision of cultural and intellectual enrichment opportunities for staff and students of both the institutes.
- iii. To use laboratory facilities in specific cases for a limited period.
- iv. To permit students, staff, and faculty members to use library facility.

- iv) The following are the main objectives of the course:
  - a) To provide a comprehensive understanding of the subject.
  - b) To develop the ability to apply the concepts learned in the course to practical situations.
  - c) To enhance the critical thinking and problem-solving skills of the students.
  - d) To provide a solid foundation for further studies in the field.

The course is designed to provide a comprehensive understanding of the subject. It covers the fundamental concepts and principles of the subject, along with their practical applications. The course is structured to build a strong foundation for further studies in the field.

**B. Student Exchange:**

The following are the details of the student exchange program. The program is designed to provide students with a unique learning experience by allowing them to study in a foreign country. The program is open to all students who are currently enrolled in the course.

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SGBM and SSC do hereby agree that the detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two institutions as and when needed. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation.

#### **ARTICLE 1: COORDINATION**

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of a programme coordinator from the side of Shri Guru Buddhiswami Mahavidyalaya, Purna (Jn.) Dist. Parbhani, and a programme coordinator from the side of Shri Shivaji College, Parbhani, will periodically review and identify ways to strengthen cooperation between the two institutions.

#### **ARTICLE 2: DISCLAIMER**

This MoU is not intended by SGBM and SSC to constitute, create give effect to any formal business organization of any kind. Each party hereto shall act as an independent entity, and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.

#### **ARTICLE 3: NONEXCLUSIVITY**

The agreement reflected by the provisions of this MoU are non – exclusive in nature and both the parties can enter into cooperative arrangements with any other parties to suit their organizational needs.

#### **ARTICLE 4: CONFIDENTIAL INFORMATION**

Shri Guru Buddhiswami Mahavidyalaya, Purna (Jn.) Dist. Parbhani & Shri Shivaji College, Parbhani will not absolve any confidential information during the research activity.

#### **ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS**

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both the institutes to this Memorandum.

Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both the institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of both the institutes, such consent not to be unreasonably withheld. Both the institutes shall be free to use perpetually the results arising out of the



THESE TERMS AND CONDITIONS shall apply to all orders placed with the Company and shall be deemed to have been accepted by the customer at the time of placing the order. The Company reserves the right to modify or cancel any order at any time without notice.

**ARTICLE 1: COORDINATION**

The Company shall be responsible for the coordination of all services to be provided under this contract. The customer shall provide all necessary information and documentation to the Company in a timely manner to ensure the smooth execution of the services. The Company shall not be liable for any delays or failures caused by the customer's failure to provide such information or documentation.

**ARTICLE 2: DELIVERABLES**

The Company shall deliver the services as specified in the contract. The customer shall accept the deliverables as presented and shall not be entitled to any refund or compensation for any defects or omissions. The Company shall not be liable for any damages or losses resulting from the use of the deliverables.

**ARTICLE 3: INTELLECTUAL PROPERTY**

All intellectual property rights in any materials, software, or other deliverables created or developed by the Company shall remain the sole and exclusive property of the Company. The customer shall not have any right, title, or interest in such intellectual property.

**ARTICLE 4: CONFIDENTIAL INFORMATION**

The Company shall not disclose any confidential information or trade secrets of the customer to any third party without the customer's prior written consent. The customer shall not disclose any confidential information or trade secrets of the Company to any third party without the Company's prior written consent.

**ARTICLE 5: ENTIRE AGREEMENT**

This contract represents the entire agreement between the parties and shall supersede all other agreements, understandings, or negotiations between the parties. No oral or written modifications to this contract shall be binding unless they are in writing and signed by both parties.

The Company warrants that the services will be performed in accordance with the contract and that the deliverables will be free from any material defects. The customer warrants that it has the authority to enter into this contract and that it is not entering into this contract under any duress, coercion, or undue influence. The contract shall be governed by the laws of the State of California and shall be subject to the jurisdiction of the courts of that state.



collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

#### **ARTICLE 6: VALIDITY**

The Memorandum shall remain in force for a period of FIVE years commencing from the effective date. Institutions may extend the term by written agreement signed by both after a formal review.

#### **ARTICLE 7: TERMINATION**

Either institution may terminate the MOU by giving written notice of six months in advance to the other institution. Once terminated, neither Shri Guru Buddhiswami Mahavidyalaya, Purna (Jn.) Dist. Parbhani nor Shri Shivaji College, Parbhani will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, both institutes will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

#### **ARTICLE 8: AMENDMENTS/MODIFICATIONS**

This MOU may be amended or modified by a written agreement signed by the representatives of both the institutes.

#### **ARTICLE 9: ADHERENCE TO LAWS**

Participating faculties, staff and students involved in any activity under this Memorandum must adhere to the rules and regulations of the participating institutions.

#### **ARTICLE 10: LEGAL IMPLICATIONS**

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

#### **ARTICLE 11: DISPUTE RESOLUTION**

In case, there be a dispute relating to any aspect of academic cooperation, The Principal, Shri Guru Buddhiswami Mahavidyalaya, Purna (Jn.) and The Principal, Shri Shivaji College, Parbhani will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

In witness whereof each of the parties has caused this MoU to be executed in Two originals, one has to be retained by SGBM and the other by SSC on this day.

...the ... of ...

ARTICLE 2. VALIDITY

The ... of ...

ARTICLE 3. TERMINATION

This ... of ...

ARTICLE 4. ASSIGNMENT

The ... of ...

ARTICLE 5. AMENDMENTS

Any ... of ...

ARTICLE 6. LEGAL IMPLICATIONS

This ... of ...

ARTICLE 7. MISCELLANEOUS

It is ... of ...





This memorandum of Understanding (MoU)  
is entered between

Shri Guru Buddhiswami Mahavidyalaya  
(SGBM) Purna

And

Shri Shivaji College (SSC) Parbhani

On 04/08/2021



[DR. SANJAY DALVI]  
Co-ordinator, IQAC

Co-ordinator,  
IOAC  
[DR. ROHIDAS NITONDE]  
Shri Shivaji College, Parbhani  
Co-ordinator, IQAC



[DR. K. RAJKUMAR]  
Principal  
Shri Guru Buddhiswami  
Mahavidyalaya Purna (Jn.)  
PRINCIPAL  
Shri Guru Buddhiswami Mahavidyalaya  
PURNA (Jn.) Dist. Parbhani

[DR. B. U. JADHAV]  
Principal  
Shri Shivaji College  
Parbhani  
M. P.  
Shri Shivaji College of  
Arts, Science & Commerce, Parbhani