

MEMORANDUM OF UNDERSTANDING / AGREEMENT

Between

Shardabai Pawar Women's College, Baramati
(Dept. of Microbiology)

And

Government Institute of Science, Aurangabad
(Dept. of Microbiology)

For Programme

Mutual Exchange of Research and Teaching

(MERT)

Signed On

Feb. 15th, 2015.



MEMORANDUM OF UNDERSTANDING / AGREEMENT

1. This Memorandum of Undertaking is made on this day, the **Feb. 15th, 2015**, between **Shardabai Pawar Women's College** (hereafter referred to as **SPMM**), Baramati having its office at Shardanagar, Baramati

And

Government Institute of Science (hereafter referred to as **GIS**), having its Office at Nipat Niranjana Nagar, Caves road, Aurangabad 431004, Maharashtra.

The Programme for which this MoU is signed is to be known as **"Mutual Exchange of Research and Teaching"** hereinafter referred as **MERT**.

2. The two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions:
3. **Coordination and Contact Points**
 - a. **Shardabai Pawar College** for coordination on broad policy issues and matters related to centralized operations.
 - b. **Government Institute of Science** for all operational matters which includes training, handholding component as per **SPMM** guidelines.


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(Arts Comm. & Sci.)
Shardanagar, MALEGAON (BK.)



4. Responsibilities of both the party

FIRST - OBJECTIVE OF THE AGREEMENT:

To establish a mutually beneficial relationship built on academic, scientific and cultural cooperation. Areas of cooperation between **Shardabai Pawar College** and the **Government Institute of Science** include the exchange of faculty professors, researchers, students, publications, academic programs and research projects.

SECOND - GOALS AND FORMS OF COOPERATION:

The signing institutions agree to provide opportunity, as appropriate, for the following activities towards the completion of the objective of this MOU.

- a. Exchange of faculty members and/or researchers(as a resource personal) with the objective of offering courses and realizing research projects in areas mutually agreed upon by both universities through prior invitation and in accordance with the procedures and expectations established by each university and specific department.
- b. Exchange of undergraduate and graduate students with the objective of undertaking short term research project or attending conferences or participating in other departmental activities.
- c. Support reciprocity in university extension activities of common interest.


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- d. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
- e. Develop joint research projects and joint publications.
- f. All joint activities will be realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.

THIRD - IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING:

The objectives of the MOU will be implemented and regulated in the following manner:

- a. Graduate and Postgraduate students may enroll for short term project work in the department and school of their choice. The exchange may be for short period of time depending upon need. Both institutions will maintain a balance in the number of exchange students. Annual imbalances in the exchange shall be monitored and addressed.
- b. Nominations, including a statement of students' academic records to date and the application forms required by each institution, shall be exchanged via the appropriate offices at GIS and the SPMM. Additional Nominations shall be made bearing in mind the normal requirements of the receiving institution, which shall decide on the acceptability of the students nominated.


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- c. The exchange students will have the same rights and obligations as degree seeking students at the host institution, and they will follow the norms and regulations of the host institution.
- d. The exchange students will remain enrolled in a full time capacity at their home institution throughout their exchange, and will pay their home institution the required academic and living expense fees. **GIS** students will pay tuition and room & board fees and any other required fees to **SPMM** and vice versa.

FOUR-EXCHANGE OF FACULTY AND RESEARCHERS

- a. With the objective of strengthening ties through joint projects and activities of both universities, the MOU allows for the creation of faculty and researcher exchange (as a guest faculty). The following conditions will apply:
- b. The professors and researchers will maintain their status as faculty members at their home institution for the duration of the exchange.
- c. The appropriate academic departments and administrative offices will assist in securing housing and other necessary arrangements for living in the host institution's city.


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Research and Resources: SPMM and the GIS allow for the following:

Promote research and realize cooperative projects, giving priority to interdisciplinary works. As appropriate and mutually agreed upon by both universities, SPMM and GIS may share financial resources necessary for the completion of joint programs.

FIVE - DURATION AND RECINDENCE OF MOU

- a. The agreement shall come into effect on 15th Feb.2015 Changes to this agreement shall be made by mutual consent between both institutions. In cases of disagreement, the University wishing to depart from the agreement shall, wherever possible, give six month notice of its intention to do so. The agreement shall be reviewed after a period of three years
- b. In order to promote further scholarly exchange both institutions shall actively consider the exchange of teaching faculty and scholars. Such exchange shall be the subject of HOD consultation in the future in accordance with needs and feasibility.

5. Force Majeure

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither the **Shardabai Pawar Women's College** nor **Government Institute of Science** shall be held responsible for any loss or consequential loss.

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6. Indemnity

The **Government Institute of Science** hereby agrees jointly and severally to indemnify **Shardabai Pawar Women's College**, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities.

Similarly, **Shardabai Pawar Women's College** shall be liable to indemnify/compensate the **Government Institute of Science** on account of any losses arising due to the fault of **SPMM**.

7. Use of Brand Name:

- a. **Government Institute of Science** shall be allowed to use the Name of the **Shardabai Pawar College** as in any of the official documents / branding Materials online / print etc. whenever needed, with prior intimation and approval
 - b. **Shardabai Pawar College** shall be allowed to use the **MERT Project** and **Government Institute of Science** in any of the official documents / branding Materials online / print etc. whenever needed, with prior intimation and approval;
8. The **Government Institute of Science** shall ensure that all its software is legal. **Shardabai Pawar College** shall not be responsible in any way for any liabilities arising out of use of pirated software.


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9. The **Shardabai Pawar College** shall ensure that all its software is legal. **Government Institute of Science** shall not be responsible in any way for any liabilities arising out of use of pirated software.

10. Breach of Agreement

Shardabai Pawar College as well as **Government Institute of Science** shall have the right to terminate the agreement with the each other, in case the any of the parties, either fails to provide the services successfully as mentioned in the agreement, or violates any of the clause mentioned in the MOU, or exploits the students or misuses the partnership with each other in any way.

11. Amendment to the Agreement

The obligation of the **Shardabai Pawar College** and **Government Institute of Science** have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

12. Period of Validity

This agreement shall be initially valid for three years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.


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13. Arbitration

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

For the Government Institute of Science

For the Shardabai Pawar Women's College

S. Shaomekhin

Head,

(Dept. of Microbiology)

Government Institute of Science

M. Shyamt

PRINCIPAL
S. P. MAHILA COLLEGE
SHARDANAGAR, BARAMATI.

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