

MEMORANDUM OF UNDERSTANDING / AGREEMENT

Between

Vidya Pratishthan's School of Biotechnology, Baramati

And

Government Institute of Science, Aurangabad

(Dept. of Microbiology)

For Programme

Mutual Exchange of Research and Teaching

(MERT)

Signed On

NOV, 2014.

MEMORANDUM OF UNDERSTANDING / AGREEMENT

This Memorandum of Undertaking is made on this day, the **NOV, 2014**, between **Vidya Pratishthan's School of Biotechnology**, (hereafter referred to as **VSBT**), Baramati. Having its office at Vidyanagar I, 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**.

VSBT works research activities in the field of Biotechnology and Life Sciences. **VSBT** runs various research projects funded by different funding agencies viz. DBT (Dept. of Biotechnology, Govt. of India), DST (Dept. of Science and Technology, Govt. of India), ICAR (India Council for Agricultural Research) New Delhi, UGC (University Grants Commission), BCUD (Board of College and University Development), University of Pune etc. The research is going on 16 different funded projects. Some projects are funded by Private Companies/ Organization viz. Balsar Hygiene Ltd., BILT Graphics Paper Ltd. Schreiber Dynamix Dairies India Ltd. Etc.

VSBT runs academic programmes viz. B.Sc. Biotechnology, 3 Yrs. UG Degree course (after 10+2) affiliated to University of Pune. The M.Sc. biotechnology programme is a 2 yr. post graduate programme also affiliated to University of Pune. The admission to these courses is through all India Entrance Examination. The B.Sc. Agricultural Biotechnology programme is a 4 yr. UG degree programme affiliated to Mahatma Phule Krishi Vidyapeeth, Rahuri and Admissions to this course is through Maharashtra Council for Agriculture Education and Research.

 

The Government Institute Of Science, Auragabad is the only Post graduate and Research Institute in Marathwada region, established by Department of Higher Education, Govt. of Maharashtra on Aug. 14, 1974. The Insittute is Government Funded and Affiliated to Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.

The institute is well known for its committment to education and has given many eminent students who have niched their name in the research field. The sole crux of starting this Institute was to provide higher education to students belonging to this under privileged region of Maharashtra so as to enable them to compete at global level.

1. The two parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions:

2. **Coordination and Contact Points**

- a. Vidya Pratishthan's School of Biotechnology 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 **VSBT** guidelines.

3. **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 **Vidya Pratishthan's School of Biotechnology** and the **Government Institute of Science** include the exchange of faculty professors, researchers, students, publications, academic programs and research projects.

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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.
- 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.

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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 **VSBT**. 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.
- 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 **VSBT** and vice versa.

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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.

Research and Resources: VSBT 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, VSBT 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 1st Feb.2016 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

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- 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.

4. 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 **VSBT** nor **GIS** shall be held responsible for any loss or consequential loss.

5. Indemnity

The **GIS** hereby agrees jointly and severally to indemnify **VSBT**, their representatives, administrators and properties from and against all action, demands, proceedings, prosecutions, attachments, and the like arising out of its liabilities.

Similarly, **VSBT** shall be liable to indemnify/compensate the **GIS** on account of any losses arising due to the fault of **VSBT**

6. Use of Brand Name:

- a. **GIS** shall be allowed to use the Name of the **VSBT** as in any of the official documents / branding Materials online / print etc. whenever needed, with prior intimation and approval

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b. **VSBT** shall be allowed to use the **MERT** Project and **GIS** in any of the official documents / branding Materials online / print etc. whenever needed, with prior intimation and approval;

12. The **GIS** shall ensure that all its software is legal. **VSBT** shall not be responsible in any way for any liabilities arising out of use of pirated software.

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14. Breach of Agreement

VSBT as well as **GIS** 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.

15. Amendment to the Agreement

The obligation of the **VSBT** and **GIS** 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.

16. 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.

12. 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 Vidya Pratishthan's School
of Biotechnology

Sushama Chhik

Shaphaikay

Director,

(Dept. of Microbiology)

Government Institute of Science,

Baramati

Vidya Pratishthan's School of
Biotechnology, Baramati

Dr. R.R. Deshpande
20/11/2014

Dr. R.R. Deshpande
Director

Government Institute of Science.

