

MEMORANDUM OF UNDERSTANDING

OF

**Shri. Shivaji Education Society Amravati's
Science College, Congressnagar Nagpur-12**

with

V.M.S. Research Foundation, Nagpur.

SSES Amt's Science College, Congress Nagar, Nagpur-12, on 02/08/ 2020, signed Memorandum of Understanding (MOU) with V.M.S. Research Foundation Nagpur. The main objective of the MOU is to encourage and nurture research related to Biodiversity of fauna and flora, with a view to inculcate sense of appreciation and respect for "Higher Adademics" and also to facilitate exploration of solutions to the ever increasing research activities and problems behind the publication of research work. It is proposed to undertake collaborative research projects, conduct some short-term courses for the benefit of the students and faculties and also explore the possibilities of visiting faculty/students, Laboratory research, Field work and Guest lectures. The VMS Res. Foundation will also provide Research Consultancy to the other college in its area of specialization. This MOU will go a long way to enhance research culture and generate momentum in the field of research of both the institutions.

The Signatories to this Memorandum of Understanding, declaring their common intention to participate in the concerted action referred to above have reached the following understanding:

CL. 1 THE MOU

CL. 1. This MOU made and entered into on this 02nd day of August, 2020 (Two thousand & Twenty),

between

Shri Shivaji Education Society Amravati's Science College, Nagpur..... a society registered under the Societies

Registration Act (XXI of 1860), having its registered office at of the one part.

And

CL.1.2

V.M.S. Research Foundation, Nagpur
.....

(herewith called the PARTY of the other part.



CL.2. PREAMBLE

CL.2.1. WHERE AS the PARTY is desirous of collaborating with S.S.E.S. science college Nagpur (Department of Zoology) .. of the one part for research work related to Environmental and Chemical Sciences for research consultancy, Now, therefore, in consideration of the premises and mutual covenants here- in- after contained, the parties here to agree as follows -

CL.3 SCOPE OF THE MOU

CL.3.1 The agreement details the terms and conditions, financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of the PARTY and V.M.S. Research Foundation Nagpur .. pertaining to the Research projects, Research papers and publication, visiting Faculty etc.

CL.4. FINANCIAL ARRANGEMENTS

CL.4.1 For the work to be done the financial inputs for the project the party and V.M.S. Research Foundation Nagpur shall share the inputs on mutually agreed basis.

CL 5. MODALITIES OF COLLABORATION

CL. 5.1 There will be a joint Monitoring Group for the project and Research papers and publication. The Monitoring Group shall consist of three or four number of faculty each from the S.S.E.S. science college Nagpur (Dept. of Zoology) and the V.M.S. Research Foundation The Monitoring Group will identify the work to be done by the said college and the Party, the targets/ milestones and criteria for completion of the Project and the research works especially in the Department of Zoology and in other Science Departments also.

CL.5.2 S.S.E.S. science college Nagpur and the V.M.S. Research Foundation shall jointly identify the centers / locations for carrying out research work.

CL. 5.3 Students of the college will be allowed to visit the concerning faculties of both the institutions.

CL. 5.4 The VMS research foundation will provide research literature in the form of analysis of Statistical Data collected by the Dept. of Zoology S.S.E.S. science college Nagpur

CL. 5.5 Teachers of the college will be allowed to take up help in writing of research papers and to carry collaborative research work with VMS Research Foundation.



CL. 6. Both parties shall have been support the PG students/Faculties of the college for their research work, report writing, publication work etc. concerning with the research

CL. 7 RESULT OF THE PROJECT

CL. 7.1. The parties shall consult each other for any publication in respect of the projects. This publication (papers, reports, etc.) shall be in the names of research workers, where in it will be duly acknowledged that the work has been carried out under the collaborative programme between the parties. The PARTY will have no claim over the patents, publications related to projects completed by the college not in collaboration and vice-versa.

CL. 8 UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED

CL. 8.1 During the work envisaged under the agreement, in the event of the teachers exploring, inventing or discovering results other than the specific objectives of a particular project, the ...*SSEs Science College (Dept. of Zoology)*...., shall retain absolute rights on such results. The college shall first offer such results to the PARTY on negotiated terms by entering into separate agreement. In case the PARTY does not accept the offer, ...*V.M.S. Research Foundation*..... shall be free to release such results to other parties without any obligations to the PARTY. In the same manner if ...*Dept. of Zoology, SSEs Science College*... scientists invent or discover new results other than specified objective under this agreement, they have the absolute right to retain them.

CL. 9 FORCE MAJEURE

CL. 9.1 Neither party shall be held responsible for non- fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to strike, lockouts, epidemics, riots, civil war, commotion, and natural calamities like flood, earthquakes, provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force – majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

CL. 10. EFFECTIVE DATE, DURATION, TERMINATION, OF THE AGREEMENT.

CL. 10.1 The Memorandum of Understanding will remain in force for a period of Ten years, calculated from the date of first meeting of the Management Committee, unless the duration of the Action is modified according to the provisions.

CL. 10.2 The agreement shall terminate on the expiry of the period, as in clause 11.1 unless extended by both the parties.

CL. 10.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a one month notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute waiver of that party's right to terminate this agreement.

CL. 10.4 In the event of termination of the agreement vide clause 11.3 the rights and obligations of the parties, thereof shall be settled by mutual discussion.

CL. 10.5 The agreement arrived between the parties hereto for the utilization of intellectual property shall survive the termination of the agreement.

CL. 11 NOTICES

CL. 11.1 All notices and other communication required to be served on the PARTY under the terms of this agreement shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the Party at its last known address of business. Similarly, any notice to be given to

.....*S.S.E.S. science college Nagpur*.....shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the
.....*N.M.S. Research Foundation*..... at its registered address in
Nagpur

CL. 12 AMENDMENTS TO THE AGREEMENT

CL. 12.1 No amendment or modification of these agreements shall be valid unless the same is made in writing by both the parties or their authorised representatives and specifically stating the same to be an amendment of this agreement. The modifications / Changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

CL. 13 ASSIGNMENT OF THE AGREEMENT

CL. 13.1 The rights and liabilities arising to any party to this agreement shall not be assigned except with written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

CL. 14 ARBITRATION


CL. 14.1 Except as hereinbefore provided, any dispute arising out of this Agreement, the same shall be referred to the arbitration of arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference, and decision of such arbitrators or umpire and the arbitration proceedings shall take place under the Indian Arbitration Act, 1996.

SEAL OF PARTIES



In witness where of the parties hereto have signed this agreement on the day, month and year mentioned hereinbefore.

For and behalf of –
SSES Science College, Nagpur

Signature: 

Name: Prof. M. P. Dhore

Designation: Principal

Seal-




Witness :-


Name: Prof. A. P. Anjaneshwar Bobdey

Designation: Head Dept. of Zoology

Address: 174 Balaji
A.P.T. Pandey layout
Nagpur

Signature: 

For and behalf of –
V.M.S. Research Foundation, Nagpur

Signature: 

Name: Prof. Vijay S. Wadke

Designation: Professor & Head

Seal-



Witness :-

Name: Dr. A. P. Lambat

Designation: Asso. professor

Address: Sevada Malviya
Mahavidyalaya
Nagpur

Signature: 
