

KRT Arts, BH Commerce & AM Science (KTHM) College and Maratha Vidya Prasarak Samaj, Arts and Commerce College, Makhmalabad, Nashik

# MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding ("MOU") is made this 28thday of August 2019 ("Effective Date') BETWEEN:

- (1) KRT Arts, BH Commerce & AM Science (KTHM) College, Shivaji Nagar, Gangapur Road, Nashik educational institute affiliated to Savitribai Phule Pune University working at Nashik District of Maharashtra, India,422002. (Herein after referred as "KTHM College" which expression shall, where the context so permits, shall include its successors in title and permitted assigns)
- (2) MVP Samaj's, Arts and Commerce College, Makhmalabad, Nashik is educational institute affiliated to Savitribai Phule Pune University and located in rural area of Nashik district of Maharashtra, India.
- (3) KTHM College and MVP Samaj's, Arts and Commerce College, Makhmalabad, Nashik, Maharashtra shall herein after together be referred to as the "Parties" and the term "Party" shall be construed accordingly.
- A. KTHM College is well known higher educational institution in Nashik district established in 1969 and enjoys the privilege of being one of the best colleges affiliated to Savitribai Phule Pune University with consistently outstanding performance record by achieving A++ grade with CGPA 3.79 in third cycle of NAAC. The college is spread majestically in 37 acres and is situated on the bank of river Godavari in a serene atmosphere which is ideally suited for the pursuit of Higher Education and Research.
- B. MVP Samaj's, Arts and Commerce College, Makhmalabad, Nashik is one of premier colleges in Nashik Tehasil of Nasik District, established in 2008. It has not been accredited by NAAC.
- C. The parties intend to partner together to fulfil the objective of UGC in the scheme of Paramarsh to promote well performing accredited institutions to mentor the NAAC accreditation aspiring institution to upgrade their academic performance and get accredited before 2022 with a minimum score 2.5.
- D. The parties are desirous of entering into this Memorandum of Understanding (MOU) to facilitate implementation of the partnership and for related purposes upon the terms and conditions hereinafter contained.

# **NOW IT IS AGREED** as follows:

# 1. Main Activities

### [KTHM College]

- Strengthening of the IQAC of the mentee institution
- Training of faculty and staff for proper processes, documentation and presentation
- Sharing of knowledge, Information and resources
- Opportunities for research collaboration and faculty development
- Guidance and encouragement to institutions to adopt best practices
- Identify the potential areas of improvement in assessment criteria for accredita

- Enhances the profile of institutions as a result of improved quality of research, teaching and learning methodologies
- Provide support in the professional development of academics
- To conduct the Academic and Administrative Audit (AAA)
- Provide opportunities for increased collaboration
- To achieve NAAC accreditation and NIRF ranking of mentee college
- Institution can guide at different stages of accreditation

# [MVP Samaj's, Arts and Commerce College, Makhmalabad, Nashik. College]

- Support KTHM College for above mention activities
- Additional learning acquired from experience
- Intellectual challenge of working in different environment
- Opportunities for increase collaboration
- Satisfaction of helping other and see them succeed
- Enhancement in the overall quality
- Exposure and speedier adaptation of best practices

#### 2. DURATION AND TERMINATION

- 2.1 This MOU is effective upon the date it is executed by the duly authorized representatives of the parties to this MOU, for a term of twenty four (24) months and shall terminate upon completion of the agreed upon term.
- 2.2 Each Partner shall have the right to terminate this Agreement at any time if it determines that in its opinion, reasonably held, the other Partner has failed to honour its obligations arising from this MOU in a material manner, subject to giving notice of one month in writing to the other party of its intention to do so.

### 3. CONFIDENTIALITY

Except as required by law, each Party is obliged not to disclose any confidential or proprietary information concerning the other Party, its partner entities and its activities so that the interests of each Party will not be damaged. Confidential information consists of all information that is not, otherwise, readily available to the public.

# 4. GENERAL PROVISIONS

- 4.1 This MOU merely constitutes a statement of the mutual intentions of the Parties with respect to its contents and each Party represents to the other that:
  - a. no reliance shall be placed on it;
  - b. it does not constitute a binding obligation on either Party;
  - c. it creates no rights in favour of either Party; and for the avoidance of doubt and without limiting the above in any way, this MOU imposes no commitment on either Party to proceed with an agreement.
- 4.2 The parties shall at all times remain independent and separate legally, organizationally and financially.
- 4.3 Either party shall be responsible for its own costs and expense incurred as a result entering into or carrying forward of MOU.
- 4.4 This MOU shall not be capable of transfer or assignment.



- 4.5 The time limits set down in this MOU may from time to time be extended upon the reasonable request of either party thereto and upon the mutual consent in writing of both parties provided that such consent shall not be unreasonably withheld.
- 4.6 Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated in writing, and effective when executed and signed by all parties to this MOU.
- 4.7 Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue to be in full force and effect, and either party may renegotiate the terms affected by the severance.

#### NOTICES

The Parties select as their respective addresses, the addresses set out below for all purposes arising out of or in connection with this MOU at which addresses only all processes and notices arising out of or in connection with this MOU may validly be served upon or delivered by the Parties.

### KTHM College:

Shivaji Nagar, Gangapur Road, Nashik Maharashtra, India. 422002

MVP Samaj's, Arts and Commerce College, Makhmalabad,

PO-MAKHAMALABAD, Ta: Nashik, Dist: Nashik, Pincode: 422003

Maharashtra State

IN WITNESS WHEREOF this Agreement has been duly executed by or on behalf of the Parties

| The state of the s | Signed by the duly authorised representative of KRT Arts, BH Commerce & AM Science (KTHM)                  | Signed by the duly authorised representative of MVP Samaj's, Arts and Commerce College,   |
|--|--|---|
|  | Signature:   | Name : Dr. D. R. Bacchav  Designation: Principal Principal Arts and Commerce College  |
|  | Witness's signature  Witness's Name: Dr. M. D. Garcing.  Witness's Signature  Witness's Name: Pr. Garcing. | in the presence of:-  Witness's signature  Witness's Name:  Witness's Name:  Witness's Name:  Witness's Name:  Witness's Name:  Witness's Name: |