



K.R.T. Arts, B.H. Commerce & A.M. Science (K.T.H.M.)

College, Nashik, Maharashtra

and

Rayat S.S. Arts Science Commerce College, Mokhada,

Tal : Palghar, Dist : Thane, Nashik

MEMORANDUM OF UNDERSTANDING





This Memorandum of Understanding (“MOU”) is made this 23rd September 2021 (“Effective Date”) **BETWEEN:**

1) **K.R.T. Arts, B.H. Commerce & A.M. Science (K.T.H.M.) College**, Shivaji Nagar, Gangapur Road, Nashik a educational institute affiliated to Savitribai Phule Pune University working at Nashik District of Maharashtra, India, 422002. (Herein after referred as “KTHM College” (**Party –I**) which expression shall, where the context so permits, shall include its successors in title and permitted assigns)

2) **Rayat S.S. Arts Science Commerce College, Mokhada, Tal : Palghar, Dist :**

Thane , Nashik a educational institute affiliated to Savitribai Phule Pune University working at Nashik District of Maharashtra, India. Herein after referred as (**Party – II**)

3) The aforesaid institutions are here in after referred as party I & party II.

K.R.T. Arts, B.H. Commerce & A.M. Science (K.T.H.M.) College and “**Rayat S.S. Arts Science Commerce College, Mokhada, Tal : Palghar, Dist : Thane, Nashik**” shall hereinafter 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 enjoy the privilege of being K.R.T. Arts, B.H. Commerce and A.M. Science College, Nashik (popularly known as KTHM College) 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. 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) **Rayat S.S. Arts Science Commerce College, Mokhada Palghar** established in the year 1984 in a rural area of Nashik District near to Mokhada is well known higher educational institution in Mokhada enjoys the privilege of being one of the college affiliated to Savitribai Phule Pune University.





C) 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.

OBJECTIVES OF MOU

The goal is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions.

The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following categories:

1. To exchange information on research and educational programmes
2. To exchange information on teaching, learning material and other literature relevant to their educational and research programmes
3. To jointly organize short-term continuing education programmes on topics of mutual interest and to invite each other's faculty to participate therein
4. To exchange students to earn additional credits through the various short term programs
5. To jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein
6. To jointly propose and engage in research or training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein
7. To exchange, on a reciprocal basis, students at Undergraduate, Post Graduate and Doctoral levels for limited periods of time for purpose of education and /or research.
8. Intellectual property rights of the collaboration work belonging to both parties
9. Developing articulations for twinning/joint programs and allowing students to undertake part of the programme / course of study at each organization; and
10. Promoting such other activities/programs as mutually agreed from time to time





Both colleges further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation, etc.

NOW IT IS AGREED as follows:

1. MUTUAL COOPERATION

The partnership will be conducted in a spirit of mutual benefits and fairness and the parties agree that they will use their utmost goodwill and reasonable efforts to fulfil their respective obligations set out herein.

2. AREAS OF COLLABORATION

Both Parties will collaborate in the following areas:-

- 2.1. Party I will design course / curriculum with the help of Party II as per the requirement of Party II.
- 2.2. Party II will update the curriculum as per need periodically in consultation with Party I.
- 2.3. Party I will assist in improvement of skill designed of teaching to Party II.
- 2.4. Both Parties will coordinate to organize necessary workshops, conferences & personality development programmes either on the site of Party I or Party II.
- 2.5. Party I will help Party II to conduct training of the students admitted for the course by experts in the field.
- 2.6. Both the parties will jointly supervise the programme.
- 2.7. Party II will coordinate with the Party I for the skill develop in the specialized area.
- 2.8. Both parties will be committed on recruiting students.

3. TERMS & CONDITIONS

Both Parties will have to follow below mentioned terms & conditions:-

- a. The cost of development of infrastructure, procuring equipment and renovation of building will be borne by both parties themselves in there institutions.
- b. The space or housing the center will be provided by Party II.





- c. Party II will provide adequate laboratory / workshop facilities for face to face delivery of skills and hands on practice for Students.
- d. Party I and II in collaboration will arrange training programs wherever required for imparting necessary skills to students either at site of Party I or Party II.
- e. The cost of organization of workshop, training, conferences personality development programme will be borne by host institute.
- f. The cost of the operative system including transportation, field visit, preparation material, rough material for training , internship, web creation, hiring services, meeting etc., will be borne by host institute.
- g. Both the parties will be responsible for time bound achievement of the completion of syllabus and for its progress, monitor periodically.
- h. The admission of students will be done by Party I.
- i. Responsibility of teaching syllabus will be taken up by Party I.
- j. Party I will conduct examination, evaluation of the students and declare result.
- k. This MOU may be amended, renewed & terminated by mutual written agreement.

4. PAYMENT

Any monetary considerations/claims Maratha Vidya Prasarak Samaj's KRT Arts and Commerce College, Vani should coordinate with KTHM.

5. DURATION AND TERMINATION

- 5.1 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 five years (60 months) and shall terminate upon completion of the agreed upon term.
- 5.2 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.

6. 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.





7. GENERAL PROVISIONS

- 7.1. 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:
- No reliance shall be placed on it;
 - It does not constitute a binding obligation on either Party;
 - All negotiations and arrangements between the Partners shall remain subject to final contract;
 - 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.
- 7.2. The parties shall at all times remain independent and separate legally, organizationally and financially.
- 7.3. Either party shall be responsible for its own costs and expense incurred as a result of entering into or carrying forward of MOU.
- 7.4. This MOU shall not be capable of transfer or assignment.
- 7.5. 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.
- 7.6. 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.
- 7.7. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- 7.8. 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.
- 7.9. The construction, validity and performance of this MOU shall be governed in all respects by Indian law.









8. 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.

**Party 1 : KRT Arts, BH Commerce & AM Science (KTHM) College,
Shivaji Nagar, Gangapur Road, Nashik, Maharashtra, India.**

**Party 2 : Rayat S.S. Arts Science Commerce College, Mokhada, Tal : Palghar, Dist :
Thane , Nashik**

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

<p>Signed by the duly authorised representative of K.R.T. Arts, B.H. Commerce & A.M. Science (K.T.H.M.) College, Shivaji Nagar, Gangapur Road, Nashik, Maharashtra, India</p> <p>Signature: </p> <p>Name: Dr. V. B. Gaikwad</p> <p>Designation: Principal K.R. Arts, B.H. Commerce & A.M. Science College, Nashik-2</p>	<p>Signed by the duly authorised representative of Rayat S.S. Arts Science Commerce College, Mokhada, Tal : Palghar, Dist : Thane, Nashik</p> <p>Signature: </p> <p>Name: Dr. Dipak N. Nagargoje</p> <p>Designation: Principal Arts, Science & Com. College Mokhada, Dist. Palghar</p>
<p>in the presence of :-</p> <p>Witness's signature </p> <p>Witness's Name: Prof. N. D. Gaikwad</p>	<p>in the presence of :-</p> <p>Witness's signature</p> <p>Witness's Name: Dr. A. N. Chandore</p>
<p>in the presence of:-</p> <p>Witness's signature </p> <p>Witness's Name: Dr. S.S. Gaikwad</p>	<p>in the presence of:-</p> <p>Witness's signature</p> <p>Witness's Name: Dr. S.A. Funde</p>