

Draft of Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is entered at Kolhapur on _____
(the "Effective Date"),

By and between

1. _____, ("[Name]"), Address -----

Hereinafter referred to as '**First Part**' (which expression shall unless repugnant to the context or meaning thereof mean and include the respective heirs, executors, administrators and permitted assigns) of the **First Part**

AND

1. Shivaji University

Kolhapur through Registrar ("[Name]"),

Hereinafter referred to as '**Second Part**' (which expression shall unless repugnant to the context or meaning thereof mean and include the respective heirs, executors, administrators and permitted assigns) of the **Second Part**

also individually referred to as "Party", and collectively "the Parties."

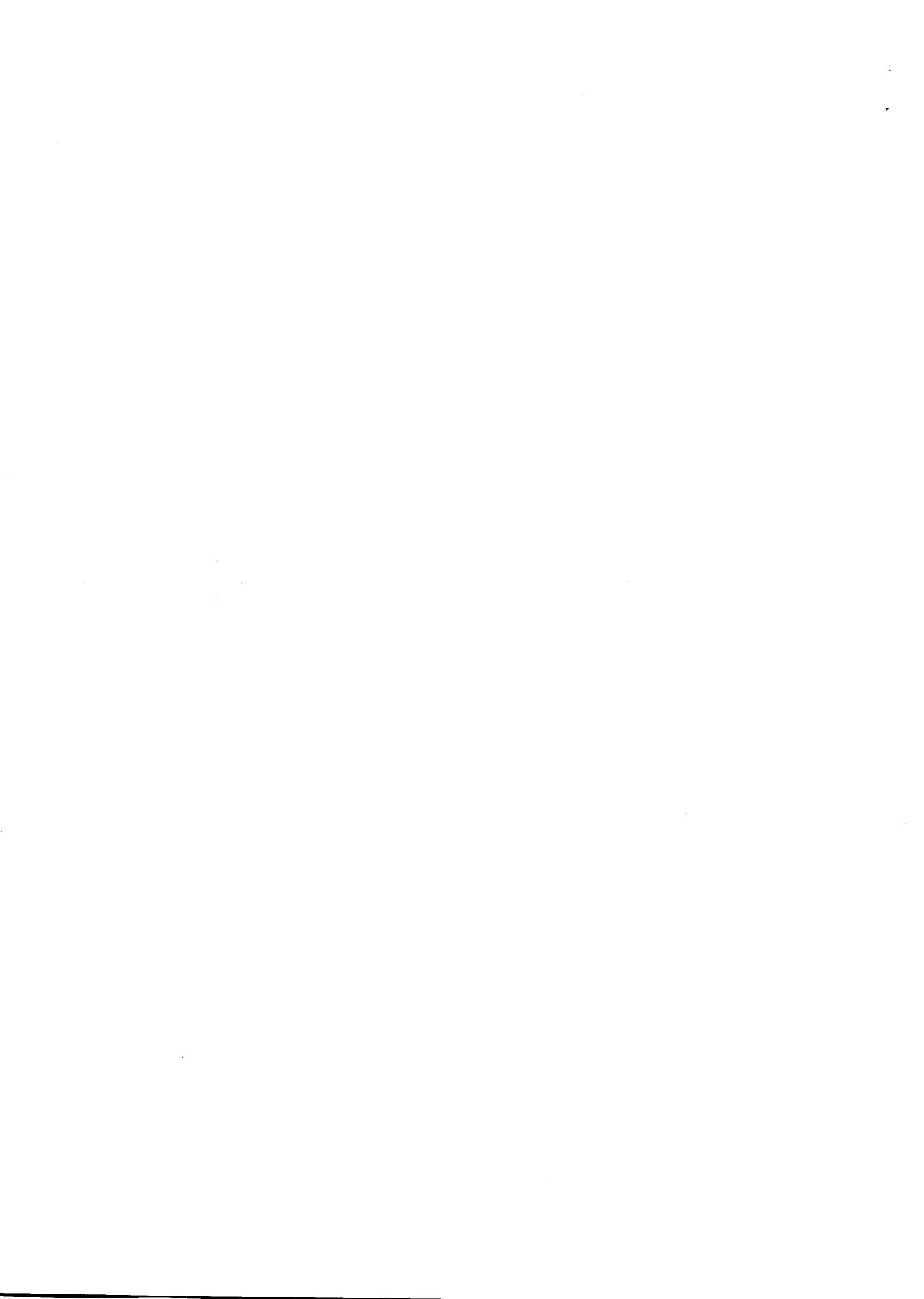
WHEREAS, the Parties desire to enter into an MOU to _____

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor, NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose and Scope - This MOU shall commemorate the parties' intent to enter into but not be limited to, the following types of collaboration:

- A. Faculty Exchange.....
- B. Student Exchange.....
- C. Collaborative Research and Discovery, Learning and Teaching
- D. Other mutually agreed educational or research programs

(Before implementing these activities, the parties will discuss the opportunities and challenges presented and will thereafter enter into specific activity of MOU based on the mutually agreed objectives and outcomes.)



2. Objectives - The Parties agrees as follows:

- 1.
- 2.
- 3.
- 4.

3. Roles and Responsibilities – Clearly describe and delineate the agreed upon roles and responsibilities of each Institution for ensuring project success. The roles and responsibilities should align with project (Activities to be carried) goals, objectives and target outputs. This may be contribution of staff time, in-kind contributions of space or materials, research contribution, provision of training or staff expertise, financial implications/ funding if any etc.)

Institution 1 agrees to:

Activity	Responsibility

Shivaji University 2 agrees to:

Activity	Responsibility

4. Terms of Memorandum - Both the parties agree to carry out the above mentioned activities in accordance with laws and regulations of respective Universities after full consultation and prior approvals of appropriate Authority.

The Parties acknowledge that this Memorandum of Understanding does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.



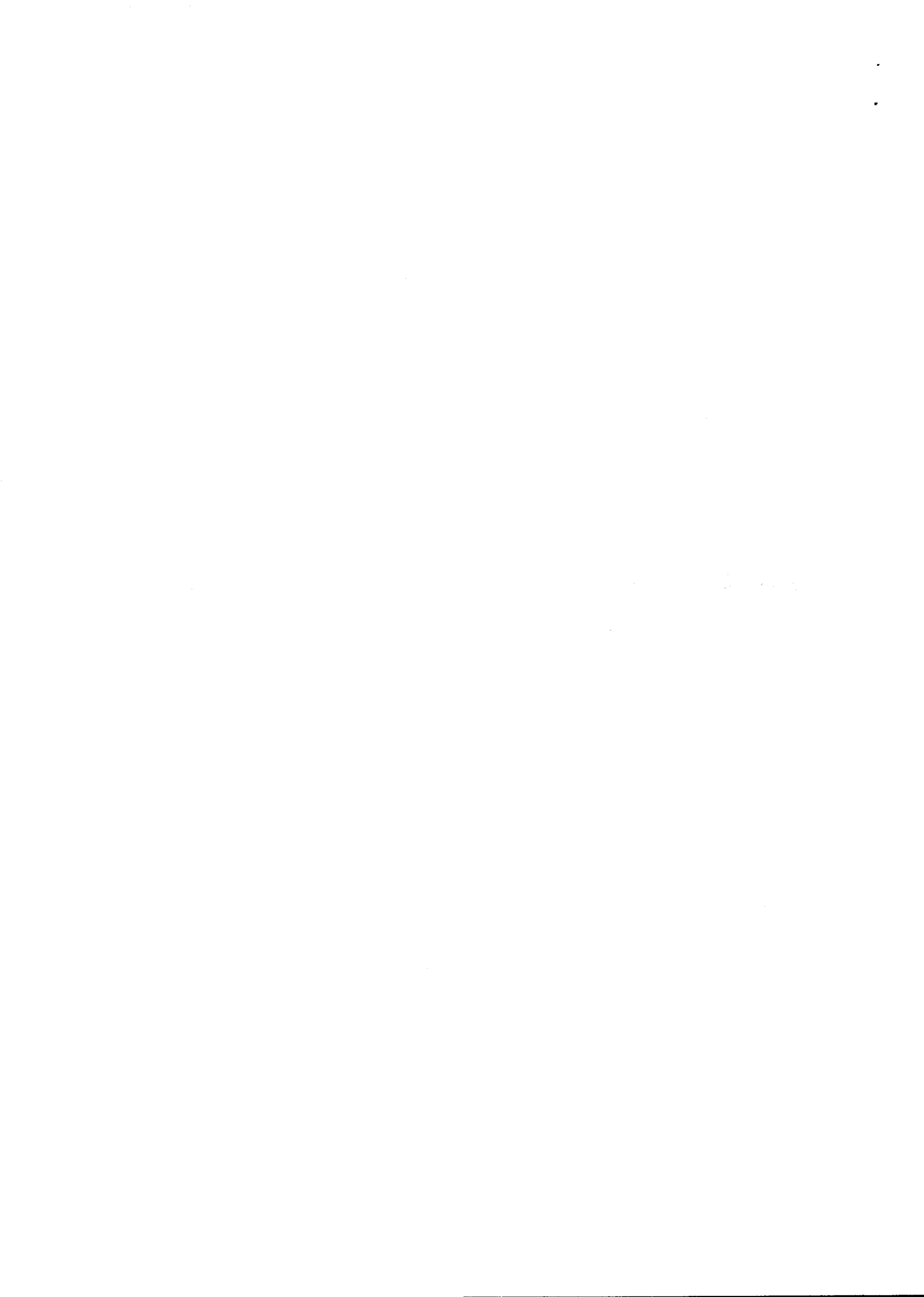
Under collaborative research any patentable research conducted by faculty or student, aided by Shivaji University in coordination with Party No. 1, the Shivaji University reserves its rights.

- 5. Representations and Warranties** – Both Parties represent that they are fully authorized to enter into this MOU. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other MOU between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
- 6. Indemnity** - Each Party agrees to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this MOU by the indemnifying party, its respective successors and assigns that occurs in connection with this MOU. This section remains in full force and effect even after termination of the MOU by its natural termination or the early termination by either party.
- 7. Confidentiality** - Each party shall undertake to observe the secrecy of confidential information received from or supplied to the other party during the research activities conducted within the period of implementation of this Memorandum of Understanding or agreements made pursuant to this Memorandum of Understanding.

For purposes of this Memorandum of Understanding, “confidential information” means any information whether prior to or hereinafter disclosed by a party (the disclosing party) to the other party (the receiving party) of this Memorandum of Understanding involving technical, business, marketing, policy, know-how, planning project management and other information, data and/or solutions in any form.

All information known or received by a party to the other party to this Memorandum of Understanding will be kept as confidential and will not be disclosed to any third person.
- 8. Intellectual Property Rights** – Each Party acknowledges the intellectual property rights of any kind, including but not limited to copyright, patent rights, design rights, service marks, trademarks, logos, titles, slogans, property rights and any other rights, held by the other Party and undertake that neither Party shall claim any right, title and interest in the Intellectual Property Rights of the other Party.
- 9. Non Contractual Nature of Relationship** – (Shall depends on agreed terms and conditions.)

The parties agree that this Memorandum of Understanding represents the mutual understanding of the parties and is not intended nor shall be deemed to be a contract and shall not give rise to



any rights and liabilities under a contract. Nothing contained herein shall be constructed so as to constitute a joint venture partnership or formal business organization of any kind between the parties or so to constitute either party as the agent of the other.

The Parties acknowledge that this Memorandum of Understanding does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property .

- 10. Severability** – In the event any provision of this MOU is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the MOU and all other provisions should continue in full force and effect as valid and enforceable.
- 11. Waiver** – The failure by either Party to exercise any right, power, or privilege under the terms of this MOU will not be construed as a waiver of any other right, power, or privilege.
- 12. Implementation** - ~~In order to carry out and fulfill the aims of this MOU, the partner institution~~ shall identify a contact person to coordinate the development of each endeavor and conduct joint activities.
- 13. Legal and Binding MOU** – This MOU is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this MOU. (This clause may be applicable as agreed between the parties.)
- 14. Revision, Variation And Amendment** - Either Party may request in writing a revision, variation or amendment of this Memorandum of Understanding. Any such revision, variation of amendment agreed to by Parties shall be in writing and shall form part of this Memorandum of Understanding. Such revision, variation of amendment shall come into force on such date as may be determined by the Parties.
- 15. Supervening Events** - Each Party reserves the right for reason of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this Memorandum of Understanding. The suspension shall take effect immediately after notification has been given to the other Party.

Any other event which may occur, hinders or restricts the implementation of this Memorandum of Understanding, the Parties shall use their best endeavor to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

16. Entire MOU – The Parties acknowledge and agree that this MOU represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

17. Termination - The Memorandum of Understanding can be terminated by either party giving the other party, a prior written notice of not less than Six months of its intention to do so, but without dishonoring any commitment entered into prior to the date of termination notice and no party shall leave its comment unfinished which may result in tangible losses to the other party.

18. Duration of MoU : _____

19. Settlement of Disputes - Any difference or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall first be settled amicably through mutual consultation and/or negotiations between the Parties. Those which cannot be fully and satisfactorily resolved or settled by the parties then, same shall be referred to the Higher Authorities of the both parties.

20. Jurisdiction - This agreement shall be governed by the Indian law and in the event of any unsettled dispute arising hereunder the court in Kolhapur alone will have jurisdiction to entertain and decide the same.

In witness whereof, the parties have executed this document on the day of-----

For and behalf of the

for and behalf of the

Registrar,
Shivaji University,
Kolhapur.

Name of the Co-ordinator : _____

Shivaji University,
Kolhapur.

