

MEMORANDUM OF UNDERSTANDING

Between

Shivaji University

**[Through Department of Technology & its B. Tech (Civil
Engineering) Program], Kolhapur**

And

**The ASSOCIATION OF ARCHITECTS AND ENGINEERS
KOLHAPUR (AE)**

Memorandum of Understanding

Between

Shivaji University

[Through Department of Technology & its B. Tech (Civil Engineering) Program], Kolhapur

And

**The ASSOCIATION OF ARCHITECTS AND ENGINEERS
KOLHAPUR (AE)**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 21st day of January 2023 between Shivaji University [Through Department of Technology & its B. Tech (Civil Engineering) Program], Kolhapur ("Party No.1") and The ASSOCIATION OF ARCHITECTS AND ENGINEERS KOLHAPUR (AE) ("Party No.2").

WHEREAS

- A. The Department of Technology, Shivaji University, Kolhapur is the University established and managed Department under Maharashtra Public Universities Act 2016, which offers various Engineering and Technology Programs and strives to enhance and strengthen its academics through teaching-learning, research and extension activities. It is an active centre for higher technical education that does always welcome collaboration with academic as well as industrial and engineering enterprises of national and international stature. Both the programs involved in this MoU are active in their respective domain.
- B. The Association Of Architects And Engineers Kolhapur (AE)
- C. Both the Parties would like to enter into this MoU for Industry Institute Interaction (I I I) to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

1. AREAS OF CO-OPERATION

The Parties agree to carry out collaborative efforts for Benefits to students in the areas of:

- a) Collaborative research and project work
- b) Industrial training and sponsored projects for B. Tech. students
- c) Joint organization of workshop, expert lecture, conference, exhibition and seminars on the topics of common interest.
- d) Guidance and cooperation to the Department of Technology in its Training & Placement activities.
- e) Consultancy and exchange of knowhow on charge basis with prior approval of the university Authority.
- f) Mutual cooperation in developmental work.
- g) Extending the help and mediation for any other collaboration in the educational and technology area on charge basis with prior approval of the university Authority.
- h) Any other areas of co-operation as agreed to by the Parties from time to time

The Parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each Party's responsibility and interest.

2. DURATION AND TERMINATION

This MoU shall remain in effect for 5 (five) years from the effective date or until terminated by either party with thirty (30) days written notice.

This MoU may be extended for a further period as may be agreed in writing by the Parties.

3. FINANCIAL ARRANGEMENTS

This MoU shall not give any financial obligation to Shivaji University unless it is agreed between the Parties and approved by the University authorities.

There should not be cost and expenses involved for the implementation of this MoU except mutually agreed cost for some items as stated in Sub clause 1.1.

4. CONFIDENTIALITY

Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

For purposes of this MoU, "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 MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

Both Parties agree that the provisions of this clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

5. ROLE AND RESPONSIBILITIES OF THE PARTIES

- a) Technical Co-ordinations between both parties to conduct various activities
- b) No any financial burden on Civil Engineering program and department of Technology
- c) To provide infrastructure of university departments for organizations of various curricular activities

6. INTELLECTUAL PROPERTY RIGHTS

Both the parties undertake that they shall not infringe upon any copyright or other intellectual property rights of the other party which shall remain in exclusive possession of the respective parties. Both parties shall obtain permission in writing for the usage of any logo or emblem or any other intellectual property vested in the respective parties to be used in connections with the implementation of the present agreement from the respective party. Neither party may use the other party's intellectual property right without the prior consent of that party. Nothing contained in this agreement is intended to, or shall be construed to grant to either party any license or right regarding the other party's intellectual property rights.

Shivaji University reserves its right in any patentable research conducted by faculty or student aided by Shivaji University in coordination with Party 1.

7. 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 MoU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.

8. NON CONTRACTUAL NATURE OF RELATIONSHIP

Save for Clause 4, the Parties agree that this MoU 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 construed 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 MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

9. REVISION, VARIATION AND AMENDMENT

Either Party may request in writing a revision, variation or amendment of this MoU. Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU. Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

10. SUPERVENING EVENTS

10.1 Each Party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other Party.

10.2 Notwithstanding sub-clause 8.1, should any other event occur which hinders or restricts the implementation of this MoU, the Parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

11. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:


Party No.1

To : Registrar, Shivaji University, Kolhapur (Through Department of Technology)
Off.Tel no.: + 91- 0231- 2609063, Fax: + 91- 0231- 2692333
Email: registrar@unishivaji.ac.in
Address : Shivaji University, Vidyanagar, Kolhapur- 416 004. Maharashtra, INDIA.


Party No.2

To : Er. Ajay Korane, President, The ASSOCIATION OF ARCHITECTS AND ENGINEERS KOLHAPUR (AE)
Address : 205 EB/3, Cosmos Complex, 1st Floor, Nr. Hotel Tourist, Station Road, Kolhapur- 416001
E-mail : er.ajaykorane@gmail.com, president@aekolhapur.com
Cell no : +91 9422045969

In Witness Thereof, the two parties have caused this MOU to be executed by their duly authorized representatives.


President,
The Association of Architects
and Engineers Kolhapur (AE)

President
Association of Architects
and Engineers, Kolhapur.


Registrar,
Shivaji University,
Maharashtra, India.
REGISTRAR
SHIVAJI UNIVERSITY
KOLHAPUR



Witness:

Name

Sign

1 Dr. Rajendra Singh



2

Witness:

Name

Sign

1 Er. M.S. Salunkhe.

2 Dr. S.N. Sapali






MEMORANDUM OF AGREEMENT

between

**MSME Technology Centre
Indo German Tool Room, Aurangabad**
and

**Department of Technology,
Shivaji University, Kolhapur**
through

**The Registrar,
Shivaji University, Kolhapur,
Maharashtra, India.**

for

ADVANCED TECHNOLOGY CENTRE
(A Centre for Training, Research and Development)
(In collaboration between
Shivaji University, Kolhapur and
Indo German Tool Room, Aurangabad)



Estd. 1962
"A++" Accredited by
NAAC (2021)
With CGPA 3.52

This Memorandum of Agreement (MoA) is drawn up and agreed upon to establish the cooperation between the Indo German Tool Room, Aurangabad (hereinafter referred to as IGTR), located at No.P-31, M. I. D. C. Industrial Area, Chikalthana, Opp. Wockhardt, Aurangabad, Maharashtra 431006 and the Shivaji University, Kolhapur (hereinafter referred to as SUK) located at Vidyanagar, Kolhapur – 416004, Maharashtra, India in order to implement part of the activities outlined in the Memorandum of Understanding (MoU) between Indo German Tool Room (IGTR), Aurangabad and Department of Technology, Shivaji University, Kolhapur signed on 17th May, 2016.

Indo German Tool Room (IGTR) Aurangabad is a Government of India Society under Ministry of MSME. The Additional Secretary & Development Commissioner (MSME) is the Chairman of the Governing Council & President of the Society. IGTR Aurangabad is an ISO 9001:2008, ISO 29990:2010, ISO 14001:2004, BS OHSAS 18001:2007, ISO 50001:2011, ISO/IEC 17025:2005 certified and NABL Accredited Training and Production Centre established in the year 1990 is the symbol of Indo-German co-operation aimed at promoting purposeful technical education for youth in India. IGTR implements its wide varieties of skill development training programmes in the area of Tool Engineering, CAD/CAM/CAE, Computer Hardware Maintenance and Software, CNC Programming & Machining, Advance Welding with Automation, Low Cost Automation and Mechatronics & Robotics at Aurangabad and its extension centres at Pune, Nagpur and Mumbai. IGTR has ultramodern, state-of-the-art Tool Room facilities and unique integration of Manufacturing & Training under single roof.



Shivaji University, Kolhapur (SUK) is a State University of Government of Maharashtra, established on 18th November 1962 by the Shivaji University Act 1962. It is recognized by UGC under U/s 2 (f) and 12 (B).

The University is named after Chhatrapati Shivaji, the great Indian Warrior King, and is situated in Kolhapur on the beautiful lush green campus of 853 acres. It has been reaccredited at 'A' grade by NAAC (2014) with CGPA 3.16. Shivaji University stands 28th amongst universities nationwide and 1st in non-agricultural universities in Maharashtra according to the National Institutional Ranking Framework (NIRF) by Ministry of Human Resource Development (MHRD) Government of India. According to the recent U.S. News and World Report (2016), the Shivaji University ranked 21st in India as Best Global University. There are 38 Post-graduate Departments on the campus and most of them are recognized and supported under UGC-SAP, DST-FIST and DST-PURSE Programmes. Shivaji University is known for its significant research contributions in the field of Materials Science. It has 283 affiliated colleges and recognized institutes imparting education in faculties of Arts and Fine arts, Social Sciences, Science, Commerce, Education, Law, Engineering and Technology.

Department of Technology, Shivaji University, Kolhapur is established and managed department by Shivaji University, Kolhapur under Maharashtra Universities Act 1994, which offers various Engineering and Technology Programs and strives to enhance and strengthen its academics through teaching-learning, research and extension activities. It is an active centre for higher technical education which always welcomes collaboration with academic as well as industrial and engineering enterprises of national and international stature.

Both the parties would like to enter into this Memorandum of Agreement (MoA) for establishment IGTR, Aurangabad Extension Centre at Shivaji University, Kolhapur under the overall monitoring of the Department of Technology in order to implement part/s of the activities outlined in the Memorandum of Understanding (MoU) between and Department of Technology, Shivaji University, Kolhapur signed on 17th May, 2016. Thus this MoA is to establish a basis of collaboration between the parties upon the terms as contained herein.

ARTICLE I: OBJECTIVE OF THIS MOA

As agreed under the Article 1 (a), (c), (d), (e) and (h) of Memorandum of Understanding (MoU) between and Department of Technology, Shivaji University, Kolhapur signed on 17th May, 2016, the objective of this MOA is to layout and document the various academic and



administrative policies, guiding principles, working procedures, executive modus operandi, responsibilities and functioning for the Indo-German Tool Room, Aurangabad Extension Centre at Shivaji University, Kolhapur under overall monitoring of Department of Technology. This centre will run various short term, medium term and long term programs in various domains of engineering and technology for imparting specific knowledge and enhancement of technical skills of the students, faculty members of the various colleges under Shivaji University, Kolhapur jurisdiction. This centre will also create opportunities for the masses to undergo the various courses and obtain the certification, provided they meet the eligibility criteria as specified for particular program. This centre will also conduct tailor made programme to cater the needs of the industries and providing it with skilled manpower.

ARTICLE II: ABOUT THE CENTRE

a. Nomenclature of the centre

The centre to be established shall be named as –

“ADVANCED TECHNOLOGY CENTRE”

(A Centre for Training, Research and Development)

(In collaboration between Shivaji University, Kolhapur and Indo German Tool Room, Aurangabad).

b. Location of centre

The Centre will be initially located at the second floor of the Geography Department in the main campus of Shivaji University, Vidyanagar, Kolhapur. 416004. Maharashtra (India). However, the location may be changed within campus with mutual understanding beneficial to each other.

c. Objectives of the centre

Following are the objectives of the “Advanced Technology Centre”

1. To conduct various short term, medium term and long term certificate programs in the area of Tool Engineering, CAD/CAM/CAE, CNC Programming and Low Cost Automation for imparting specific knowledge and enhancement of technical skills of the students, faculty members of the various colleges under Shivaji University, Kolhapur jurisdiction, with prior approval of appropriate authorities of University from time to time.



2. To create opportunities for the masses to undergo the various courses and obtain the certification provided they meet the eligibility criteria as specified for particular program.
3. To develop the confidence and self-esteem by helping participants to become skilled in use of various technical engineering software.
4. To provide participants with the opportunity to get certified and receive marketable technical skills which in turn can lead to employment opportunities.
5. To provide participants, especially females, with technical vocational skills in the domain specified.
6. To provide consultancy services for the industries located in or nearby, under Shivaji University, Kolhapur jurisdiction in technical, testing and analysis areas.
7. To offer vocational courses, courses for working professionals etc for dissemination of software based engineering skills.
8. To offer opportunities to understand latest developments in the technical areas of expertise.
9. To conduct workshops, seminars in the relevant fields of engineering and technology especially mechanical engineering, production engineering, civil engineering, electronics and communications, electronics and telecommunication, computer science and technology etc.
10. To give hands on training on the latest equipments, software etc.
11. To conduct collaborative research and project work.
12. This centre will try to attain the learning outcomes in terms knowledge, skill and competencies to be acquired.

d. Courses / programs to be conducted at this centre

The centre will conduct short term, medium term and long term courses.

Details of training proposed training activities in phased manner is as follows:

Phase I	
Short Term Training Courses	
Name of the Training Program	Intake Capacity
1. AutoCAD (Mech.)	20
2. Solidworks	20
3. Catia	20
4. Pro-E (Creo Parametric)	20
5. Unigraphics	20
6. DelCAM	20



7. MasterCAM	20
8. Hypermesh	20
9. Ansys	20
10. Auto CAD (Civil)	20
11. 3DS Max	20
12. Revit Architecture	20
13. Staad Pro	20
14. CNC Programming	20
15. Electrical (CAD)	20
16. PLC Programming / SCADA	20
17. Embedded Systems / VLSI	20
18. Tool Design	20
19. 3D Printing	20
20. In Plant Training / Internship Training	20
21. Workshop / Seminars / Webinars	20

Note: STC are either 72 / 96 hours as specified in IGTR Calendar.

Phase II

Medium Term Courses (6 Months Duration)

Name of the Training Program	Intake Capacity
1. Master Certificate Course in Tool Design	05
2. Master Certificate Course in CAD/CAM	05
3. Advance Diploma in Structural Design & Analysis	05

Phase III

Long Term Courses

Name of the Training Program	Intake Capacity
1. Post Graduate Diploma in Tool Design & CAD/CAM (1 ½ Years)	05
2. Post Diploma in Tool Design & CAD/CAM (1 Year)	05

Note: Shivaji University, Kolhapur will offer the necessary Academic flexibility to all programmes to be run under "Advanced Technology Centre". However, this will need a prior approval from the Advisory Committee under the chairmanship of Hon. Vice Chancellor, Shivaji University, Kolhapur and prior approval of appropriate authority of Shivaji University, Kolhapur, if necessary.



e. Fee structure of the courses / program run by this centre

The fee structure of IGTR, Aurangabad shall be placed before appropriate authority of the University for its approval.

The fee structure for courses conducted at "Advanced Technology Centre" will be similar to the fee structure applicable at IGTR, Aurangabad centre. Any fee revision, modification etc. will be intimated to advisory committee.

The centre will be totally governed by IGTR Aurangabad as per the guidelines and directives received from O/o Development Commissioner, Ministry of MSME, New Delhi and same will be communicated to advisory committee and for the approval of respective authorities of both sides.

f. Syllabus, structure of the courses / programs run by this centre

The syllabus structure of IGTR, Aurangabad shall be placed before appropriate authority of the University for its approval.

The syllabus, structure courses / programs conducted at "Advanced Technology Centre" will be similar to the syllabus, structure applicable at IGTR, Aurangabad centre. Any revision, modification etc. will be intimated to advisory committee and for the approval of respective authorities of both sides.

g. Course planning

- Along with the regular short term, medium term and long term courses, various need based courses will be identified and designed by this centre in collaboration with Department of Technology, University Industry Interaction Cell and Centre for Skill and Entrepreneurship Development of Shivaji University, Kolhapur. Initiation of such course shall require the recommendation of advisory committee of this centre and approval and necessary permissions from competent authorities of Shivaji University, Kolhapur.
- The centre will publish training calendar for training programs to be conducted for financial year.
- General rules and regulations for trainees will be issued by this centre on same lines of IGTR, Aurangabad.



- Offline feedback will be collected after course completion from the trainees for the continuous improvement of the system.

h. Admission procedure

- New registration forms will be printed in the name of –

“ADVANCED TECHNOLOGY CENTRE”

(A Centre for Training, Research and Development)

- Admission procedure will be governed as per the guidelines and directives received from O/o Development Commissioner, Ministry of MSME, New Delhi on the same lines as IGTR, Aurangabad is being governed.
- The online entry of registration form will be done on Skill Development Management Information System (SD-MIS) portal at “Advanced Technology Centre”.
- Reservation norms for SC / ST category candidates will be as per the guidelines and directives received from O/o Development Commissioner, Ministry of MSME, New Delhi on the same lines as IGTR, Aurangabad is being governed.
- Identity card will be issued by coordinators of this centre.
- Biometric attendance will be compulsory for the students.
- Course material will be made available as per the requirement in the soft format.
- Payment of Fee: All the fee (Registration Fee (Non Refundable) / Security Deposit / Course fee) should be deposited to IGTR Aurangabad SBI Power Jyoti Account (Account No. 34008490415) at any Branch of State Bank of India in the prescribed form (available on the website).

i. Course conduction

- Course will be conducted by IGTR trainers as per procedure laid down and followed at IGTR, Aurangabad.
- This includes – theory sessions, practical sessions, group discussion, presentations etc.

j. Assessment, Examination and Certification

- The students will be assessed on the amount of the skill he/she has received in the form of theory and practical examination scheme.
- The examination pattern will be similar to the IGTR, Aurangabad centre.
- Minimum attendance for award of certificate shall be 70%.



- For short term course continuous evaluation system will be followed. This includes the following.

Evaluation / Examination Pattern for STC / MTC					
TERM WORK				Minimum Pass Marks	
PRACTICAL EXERCISES	PRESENTATION	ORAL	TOTAL MARKS (100 Marks)	PRACTICAL EXERCISES (50%)	PRESENTATION & ORAL (50%)
(50 Marks)	(25 Marks)	(25 Marks)			
No of exercises are given during the training and marks are awarded for effective & efficient performance	Randomly students are selected by faculty to explain about the learning of the previous class during beginning of new class. This may be repeated at the end of each week for better learning.	At the end of the course faculty may ask 5 questions from various chapters / topics.		25 Marks	25 Marks
	Grasping & presentation skill and knowledge are evaluated by faculty and marks are awarded.	Each question carry 25 marks			
Averages of marks obtained in various exercises are considered for final evaluation.	Learnings of the previous class are to be explained precisely by 3 or more students each given time of 5-6 minutes.	Total marks obtained will be considered for final evaluation.			
	Average of various presentations are considered for final evaluation				

- This centre will conduct the examination as per the IGTR, Aurangabad centre and it will share the record of the examination and result to the office of Director of Board of Examinations and Evaluation, Shivaji University, Kolhapur for award of course completion certificate along with the grade, if any.
- “Advanced Technology Centre” will offer a joint certification of successful completion of the training program on the same lines as currently being offered by the IGTR, Aurangabad.
- The designated officer as per the prevailing practices at Shivaji University, Kolhapur will sign the joint certificate offered by this centre.



- The authorized representative or nominated person from General Manager, IGTR, Aurangabad will sign the joint certificate.
- The certificate shall be issued within maximum 45 days of the course completion.
- Certificates will be issued from Advanced Technology Centre.

Any revision, modification etc. in the above clauses will be subject to intimation to the advisory committee and approval of respective authorities of both the sides.

k. Retention of records

- All the records related to the trainee and the course i.e. registrations forms, payment receipts, feedback forms, evaluation record, copy the certificates awarded and any other important record of administrative importance will be preserved at the centre for the period of five years from the commencement of the centre or as per the university rules whichever is later.
- The records shall be made available to the competent authorities of both sides as and when required for reference.
- The financial statement for the centre will be prepared and submitted to the competent authorities of both the side for audit etc.
- Disposal obsolete records shall be made with due approval of competent authorities of both the sides.

l. Promotion activities

- The centre shall publish advertisement in newspapers.
- The centre shall publish leaflets, information brochures, flyers etc. for promotional activities.
- The centre coordinators shall conduct personal visits to various colleges, academic institutions, industries and industrial organizations, government organizations for promotions of activities of this centre.
- Shivaji University, Kolhapur and IGTR, Aurangabad will support this centre by utilizing their available resources.



ARTICLE III:

A. FORMATION OF ADVISORY COMMITTEE (AC) FOR GOVERNING THIS CENTRE

a. Advisory Committee (AC) of following members from each side shall be formed to finalize the program and to deal with other issues arising from time to time.

b. The Committee will comprise following members from Shivaji University, Kolhapur and IGTR, Aurangabad.

- | | |
|--|--------------------|
| 1. Hon. Vice Chancellor, Shivaji University, Kolhapur. | - Chairman |
| 2. General Manager, IGTR, Aurangabad. | - Co-Chairman |
| 3. Registrar, Shivaji University, Kolhapur. | - Member |
| 4. Director of Board of Examinations and Evaluation, Shivaji University, Kolhapur. | - Member |
| 5. Finance and Accounts Officer, Shivaji University, Kolhapur | - Member |
| 6. Director of Innovation, Incubation and Linkages, Shivaji University, Kolhapur. | - Member |
| 7. Director, Department of Technology | - Member |
| 8. Representative from O/o DC-MSME, New Delhi. | - Member |
| 9. Sr. Manager, Training, IGTR, Aurangabad. | - Member |
| 10. Manager, CAD / CAM, IGTR, Aurangabad. | - Member |
| 11. Finance and Accounts Officer, IGTR, Aurangabad. | - Member |
| 12. Coordinator, Advanced Technology Centre (from IGTR, Aurangabad.) | - Member |
| 13. Coordinator, Advanced Technology Centre (from Shivaji University, Kolhapur.) | - Member Secretary |

B. DUTIES AND RESPONSIBILITIES OF ADVISORY COMMITTEE OF THIS CENTRE

The Advisory Committee shall exercise the following powers and perform the following duties, namely:-



1. make such provisions, as may enable the centre to undertake specialised studies and, where necessary or desirable, organise and make provision for necessary infrastructure and equipment for teaching and research;
2. make, amend or repeal rules and regulations of this centre;
3. accept the budget estimates as received from the IGTR, Aurangabad with its own modifications, if any, and send to the management council of Shivaji University, Kolhapur for its final approval;
4. accept, on behalf of the centre, bequests, donations etc. and transfer it to the university / IGTR Aurangabad;
5. provide buildings, premises, furniture, apparatus and other means needed for the conduct of the work of the centre with the support of Shivaji University, Kolhapur;
6. make regulations for collaboration with other universities, institutions and organisations for mutually beneficial academic programmes;
7. prescribe fees and other charges;
8. Advisory committee shall apply to Shivaji University, Kolhapur to offer the necessary Academic flexibility to all the existing programmes at IGTR, Aurangabad and proposed programmes to be run under "Advanced Technology Centre".

The advisory committee shall meet at least twice a year for reviewing the functioning of this centre and make / recommend directions necessary.

ARTICLE IV: RESPONSIBILITIES OF IGTR, AURANGABAD AND SHIVAJI UNIVERSITY, KOLHAPUR

- a. IGTR, Aurangabad and Shivaji University, Kolhapur reserve right to decide on the payment of the employees employed by the respective party.
- b. Distribution of the responsibilities is as follows.

1. Shivaji University, Kolhapur:

- **Space:** Initially the University to provide necessary and sufficient space for centre. approx. 3500 Sq. Ft.
- **Space development:** The University will provide well-furnished labs with Air Conditioners, and along with partition which will be used as CAD/CAM labs and office for IGTR extension centre.



- **Salary of coordinator:** University will decide the salary of coordinator as per the rules and regulation. The expenses towards this appointment shall be borne by university from share from this centre.
- **Annual Maintenance:** Air Conditioners, Furniture and fixtures etc.
- **Financial statements:** Shivaji University shall prepare the financial statement of the part applicable and will share with the IGTR, Aurangabad. The statement shall be presented to the Advisory Committee.
- **Promotional activities:** Advertisement in newspapers etc.

2. Indo-German Tool Room, Aurangabad

- **Space development:** LAN work necessary for the lab operations shall be provided IGTR, Aurangabad.
- **Salary of the Coordinator from IGTR and Salary of Teaching Manpower (Faculty):** Shall be borne by IGTR from its share from this centre.
- **Laboratory Details CAD / CAM /CNC Programming Lab / Automation Lab**
Laboratory development, Personal Computers, Server, Teaching Aids (Projector / TV), Printer, Office Equipment / Furniture, Stabilizer, Electricity, internet expenses,
- **Annual maintenance charges:** for all software, hardware and LAN work etc.
- **Various software required for the centre as per the proposal**
- **Miscellaneous Expenses,** Stationary, brochures, bill books etc., Salary of security staff and housekeeping staff
- **Admission procedure:** Printing of new registrations forms, Governance and execution of admission procedure, Online entry on SD-MIS portal, Reservation norms for SC / ST category candidates, Issuing identity cards to students, Biometric attendance of students, Course material, Collection of fees and issue of payment receipt
- **Course Conduction, Assessment, Examination and Certification,** the authorized representative or nominated person from General Manager, IGTR Aurangabad shall sign the joint certificate, Course completion certificate printing, Issue of certificate, Retention of all types of records,
- **Financial statements:** IGTR shall prepare the financial statement of the part applicable and will share with the University. The statement shall be presented to the Advisory Committee.



- **Promotional activities:** Advertisement in newspapers, Publish leaflets, information brochures, flyers etc. for promotional activities and training calendars.

ARTICLE V: FUND SHARING BETWEEN SHIVAJI UNIVERSITY, KOLHAPUR AND IGTR, AURANGABAD.

- Financial statement regarding funds generated and expenses met with by Advanced Technology Centre, Kolhapur shall be shared between Shivaji University and IGTR, Aurangabad at the end of financial year.
- The statement will be shared after the financial audit from competent authorities of both the side and will be a part of permanent record of "Advanced Technology Centre".
- All applicable services tax liability will be as per Government norms and directives applicable from time to time.
- Surplus (Revenue - Expenditure) would be shared in the ratio of 80:20 between IGTR, Aurangabad and Shivaji University, Kolhapur.
- Article V shall be reviewed at the end of every financial year for its functionality. Any changes/ modifications/ revisions shall be made to this Article V with the mutual understanding and discussions taking the performance by the centre in to consideration.

ARTICLE VI: INDEMNITY

IGTR, Aurangabad will indemnify, defend and hold the University, its students harmless from any loss, expense, claim or damage including reasonable defense costs, arising from any claim or action based on any acts or omissions of the IGTR, its staff. The University reserves the right to be presented in any such action by its own counsel at its own expense.

ARTICLE VII: DURATION, TERMINATION AND AMENDMENT

a. This MoA will be effective from the 13th June 2022, for a period of one (1) year*, and may be subject to extensions by mutual consent.

*[*This is as per the resolution of the Management Council of Shivaji University, Kolhapur in its meeting dt.25 May, 2022 for the one year extension to the MoA, earlier signed on 13th June 2017 for a period of 5 years and to conclude on 12th June 2022.]*

b. The Memorandum of Agreement can be terminated by either party giving the other party, a prior written notice of not less than one month of its intention to do so, but without dishonoring any commitment entered into, especially completion of all ongoing courses started in this centre, prior to the date of termination notice and no party shall leave its commitment



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unfinished which may result in tangible losses to the other party. The Memorandum of Agreement may be terminated by both parties by mutual consent.

c. The provisions of this MoA may be amended at any time with the mutual consent of the Parties in writing.

ARTICLE VIII: CONDUCT ON PREMISES

IGTR, Aurangabad represents, warrants and agrees that it shall conduct all of its activities on University's premises in a manner that

- a. Does not disturb or interfere with University's other academic programs or administrative activities.
- b. Does not interfere with entry to or exit from a building, structure or facility.
- c. IGTR, Aurangabad adheres to all applicable laws for preserving the confidentiality.

ARTICLE IX: 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 MoA shall first be settled amicably through mutual consultation and/or negotiations between the parties. Any such unsettled claims which may arise between the parties shall be resolved by mutual discussion between higher authorities of both the parties.

ARTICLE X: GOVERNING LAW

The agreement shall be governed by and interpreted in accordance with laws in existence and the Jurisdiction of the Kolhapur.

ARTICLE XI: SPECIAL PROVISIONS

The infrastructure of this centre can be made available for conduction of seminars, workshops etc. to the other departments on campus, for a limited period and limited participants, without disturbing the ongoing and planned activities of this centre on the recommendation of the Advisory Committee, as per the financial terms, as decided by the advisory committee.

ARTICLE XII: CONTACT PERSONS

Every notice, request or any other communication required or permitted to be given pursuant to this MoA shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other party) to the parties at their address and facsimile number as stated below:



Party No.1

To: **Mr. Ramlal D. Patil**
General Manager, Indo German Tool Room (IGTR),
Aurangabad, Maharashtra, India
e-mail: gm@igtr-aur.org
Contact No.: 91-240-2486832, 2470541, 2482593.

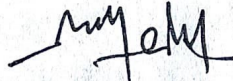
Address: Indo German Tool Room (IGTR),
P-31, M.I.D.C. Industrial Area, Chikalthana, Aurangabad - 431 006,
Maharashtra, India.

Party No.2

To: **Dr. Vilas N. Shinde**
Ag. Registrar, Shivaji University, Kolhapur.
e-mail: registrar@unishivaji.ac.in
Contact No.: 0231 - 2609063

Address: Main Administrative Building, Shivaji University Kolhapur,
Maharashtra. 416 004.

In Witness Thereof, the two parties have caused this MoA to be executed by their duly authorized representatives on 30th day of June, 2022, Thursday at Kolhapur, Maharashtra (India).



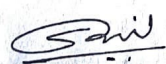





Mr. Ramlal D. Patil
General Manager
Indo German Tool Room (IGTR),
Aurangabad, Maharashtra, India.



Dr. Vilas N. Shinde
Ag. Registrar,
Shivaji University, Kolhapur,
Maharashtra, India.

WITNESS:

1. Sign: 
Name: **J.D. BAGUL**
Contact No. **(91276) 937205202**
2. Sign: 
Name: **G.S. Awsekar, Manager (CAD-CAM)**
Contact No.
3. Sign: 
Name: **A.R. Pawar**
Contact No. **9422708626**

4. Sign: 
Name: **Dr. R.K. Kamat**
Contact No. **9028001063**
5. Sign: 
Name: **Dr. Ajit B Kolekar**
Contact No. **9423041945**
6. Sign: 
Name: **Mr. S.B. Kale**
Contact No. **9860234349**

