

Memorandum of Understanding

Exchange of Students / Faculty for Knowledge gaining sessions through Seminar,
Workshops and Students work Exhibition

Between

PIMPRI CHINCHWAD EDUCATION TRUST'S

S. B. Patil College of Architecture and Design



COA-MH 74

And

MVP SAMAJ'S

College of Architecture



COA-MH13

ACADEMIC YEAR-2022-23

This Memorandum of Understanding (MoU) is effective as of 10/6/22 (Effective Date) to establish an affiliation by and between

S B Patil College of Architecture and Design hereinafter referred to as "SBPCOAD", having its registered office located Near Akurdi Railway Station, Sector No. 26, Pradhikaran, Nigdi, and Pune 411044.

And

College of Architecture, Nashik hereinafter referred to as "MVPSCOA", having its registered office located at Udhaji Maratha Boarding Campus off Gangapur Road, Nashik. The aforesaid institutions are hereinafter referred to individually as institute and collectively as institutes.

Preamble

WHEREAS, SBPCOAD and MVPSCOA have many areas of common interest in Architectural activities, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research.

NOW THEREFORE, SBPCOAD and MVPSCOA have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the Cooperation of the two institutions set out in the following sections.

ARTICLE 1: OBJECTIVE

Both Institutes agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

The two institutions shall seek to promote:

A. Faculty Exchanges

- (i) The exchange of faculty to the mutual benefit of both institutions,
- (ii) Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest,
- (iii) The exchange of publications,
- (iv) Conducting lectures,
- (v) Attachment of faculty for purposes of curriculum development and review, attendance of courses, upgrading of teaching and research skills,
- (vi) Participating in seminars, symposiums, and other types of academic discussions,

A specific plan will be worked out for each activity; setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including those concerning salary, travel funding, health insurance, and housing will be worked out between the institutes. A separate agreement will be entered into giving such details including term of exchange of any intellectual property.

B. Student Exchange

SBPCOAD and MVPSCOA agree that student exchange will be guided by principles listed below A home institution refers to the institution where a student is a full-time student, and from where he/she is expected to graduate. A host institution refers to an institution that receives a student for a brief period of time to undertake a pre-determined program of study or activity.

- a) Exchange students will be selected by mutual agreement between the home institution and the host institution.
- b) An exchange student will continue to be treated as full-time student at his/her home institution.

- c) An exchange student will be considered as full-time "exchange" student at the host institution.
- d) His/her program of study at the host institution will be determined by mutual consultation between his/her academic advisor at the home institution and his/her "interim" academic advisor identified by the host institution.

e. Other Areas:

- (i) To exchange information on educational programs,
- (ii) To exchange information on teaching, learning material and other literature relevant to their educational and programs,
- (iii) To jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,
- (iv) To organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
- (v) To propose and engage jointly in training programs. Sponsored by funding agencies, and to invite each other's faculty to participate therein,
- (vi) The provision of cultural and intellectual enrichment opportunities for faculty and students of both institutes,
- (vii) To use labs, material museum facilities in specific cases for a limited period,
- (viii) To permit students, and faculty members to use library facility.

SBPCOAD and MVPSCOA agree that detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two institutions.

ARTICLE 2: COORDINATION

Each institution shall appoint one member of its teaching faculty to coordinate the program on its behalf. Further, a coordination committee consisting of a program coordinator from the side of SBPCOAD and a program coordinator from the side of MVPSCOA will periodically review and identify ways to strengthen cooperation between the two institutions.

ARTICLE 3: CONFIDENTIAL INFORMATION

SBPCOAD and MVPSCOA do not absolve any confidential information during the exchange activity.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum.

Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.

Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld.

SBPCOAD shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, and publication purposes without the payment of royalties or other fees to the other party.

ARTICLE 5: VALIDITY

The Memorandum shall remain in force for a period of ONE year commencing from Effective date. Institutions may extend the term by written agreement signed by both after review.

ARTICLE 6: TERMINATION

Either institution may terminate the MoU by giving written notice of two months in advance to the other institution. Once terminated, neither SBPCOAD nor MVPSCOA will be responsible for any losses, financial or otherwise, which the other institutions may suffer.

However, SBPCOAD and MVPSCOA will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

ARTICLE 7: AMENDMENTS/MODIFICATIONS

This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.


ARTICLE 8: LEGAL EFFECT

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.

ARTICLE 9: DISPUTE RESOLUTION


In case, there is a dispute relating to any aspect of academic cooperation, Director, SBPCOAD and MVPSCOA will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. SBPCOAD and MVPSCOA welcome the establishment of this Memorandum for cooperation and Jointly agree to the provisions as set out above.

SBPCOAD

Sign: 
Date: 10th June 22

Principal
Dr. Prajakta Baste



Sign: 
Date: 10/6/22

Principal
Dr. Mahendra Sonawane

