

MEMORANDUM OF UNDERSTANDING

BETWEEN

Arvind Gavali College of Engineering, Satara

AND

DBATU , Lonere, Raigad

01st November 2023 to 30th October 2028

This Agreement made and entered into on this date 01st November, 2023 between Arvind Gavali College of Engineering, situated at Gat No. 247, Panmalewadi, Varye, Satara - 415015, and DBATU, Lonere-402103, Tal- Mangaon ,Dist.- Raigad as per circular reference DBATU/Library/E-Resources/Regional Center/2023/1106 Dated 26th April 2023

OBJECTIVES

The objective of this Memorandum of Understanding is:

- a. To promote interaction between institute and University in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between institute and University.

1. PROPOSED MODES OF COLLABORATION

Institute and University propose to collaborate through

- a. Providing Guidance to student's regarding providing all study materials.
- b. Guiding e-books facility for students.
- c. The program envisages providing University question papers etc. for both students and faculty in the college.

The MOU is intended to recognize the general basis for a cooperative and a collaborative working relationship between the two parties. The purpose of MOU is to have mutual intentions to jointly work on projects required for study material needs, with learned faculty of good academic for mutual benefit and growth, on the areas specified below:

- Reference Books
- Text Books
- University Question Papers
- E-Journals
- Web of Science Indexed Papers
- Springer Journals
- IEEEExplore Digital Library
- SCOPUS Indexed Journals

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

2. FORMS OF ACADEMIC PROGRAMS

The form of any of the said Academic Excellence Program entered into by the Parties may also include the following:

- a. **In their own existing facilities** - The performance of academic resource individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate E-Journals facility** - The performance of collecting study material by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported by either Party.
- c. **Third parties** - The performance of academic excellence by the Parties together with one or more third parties.

3. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between institute and university will be as set out by both parties' area of interest of academic resource.

4. AGREEMENTS FOR ACADEMIC RESOURCE EXECUTION COLLABORATION

Each academic resource collaboration undertaken by the parties here under shall be initiated by the signing of separate academic resource agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the academic resource collaboration.
- b. The form of the academic resource.
- c. The estimated cost of the academic resource collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) that result from the academic resource collaboration or which belong to a party and are in research and development collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

5. CONFIDENTIALITY

- a. During and for a period of five years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days' prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any academic resource Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.


9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of 
Arvind Gavali College of Engineering
Dr. Vilas Pharande
Panmalewadi, Varde, Satara - 408015
Principal
Arvind Gavali College of Engineering
Panmalewadi, SATARA

By :
Name : Dr. Vilas A. Pharande
Title : Principal
Date : 31/10/2023
Witness:


1. Dr. Hingmire V.S. 
2. Mrs. Karjatkar S.M. 



On behalf of 
Registrar, DBATU,
Lonere-402103, Tal-Mangaon, Raigad
REGISTRAR
Dr. Babasaheb Ambedkar Technological University
LONERE 402 103.
Tal. Mangaon, Dist. Raigad, (Maharashtra)



By :
Name : Ajay R. Palkar
Title : IIC Librarian
Date : 31/10/2023
Witness:

1. P. Patil S.P. 
2. Ms. Shinde J.R. 