

AND

Dr. Babasaheb Ambedkar Technological University, Lonere, Taluka- Mangao, District Raigad, (Hereinafter referred to as "DBATU"), through the Registrar, of the Other Part.

WHEREAS SPPU is a renowned State University providing higher education, research and consultancy in various areas of Science, Technology, Humanities, Social Sciences, etc., besides excelling in research in various disciplines, in addition to being a pioneer institution in innovating new ideas;

AND WHEREAS the DBATU provides education in the fields of Engineering, Technology, Pharmacy, Architecture, Hotel Management, etc. and is committed to provide guidance and direction in quality technical education, research and development to meet the needs of industry, businesses, and society at large.


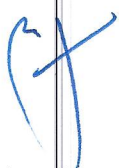
AND WHEREAS both the Universities have a common objective of development and advancement of education and impart specialized and systematic instruction, training and research in various fields;

AND WHEREAS SPPU and DBATU desire to cooperate in the promotion of teaching and research and to enter into a Memorandum of Understanding for that purpose.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SCOPE OF COOPERATION:

- (1) Both Universities agree to encourage Research, Innovation, Entrepreneurship and Academics and exchange of students, faculty and staff between them, and to establish procedures by which these activities can run effectively to serve mutual interest of both the Universities.



(2) The activities to be carried out jointly, under this cooperation shall include-

- (i) **Teachers Exchange:** The MoU will enable the teachers of both Universities to participate in course design, teaching, research, development and all academic programmes of both the Universities, as per prevailing rules of the Universities.
- (ii) **Resource Sharing:** Both Universities will share their facilities including accommodation as per the University rules and infrastructure to promote & encourage research, academics and organizing conferences, workshops etc. for mutual benefits.
- (iii) **Student Exchange:** The MoU will facilitate the students of both the Universities to register for courses, projects, internships, etc. offered by either University, which may include credit transfer, to foster the student development related activities.
- (iv) **Joint Events:** The MoU also includes the organization of workshops, STTPs conferences, seminars and other events, jointly at the National and International levels and training for students, faculty & staff. Further, it also includes the joint research and educational collaboration with national and international institutes for students & faculty exchange programmes, with or without fellowships.
- (v) **Joint Programmes:** This MoU will involve joint collaborations for Certificate & Diploma, UG, PG, PhD and Post-DoC programmes in the faculty of Science, Engineering & Technology, Architecture, Pharmacy, Management, Law, Humanities & Social Science, Arts & culture etc.
- (vi) **Research Project:** The MoU will facilitate to provide information about on-going activities in order to establish contacts and collaborations between professionals/ organizations working within the same field as per the mutual understanding. Both Universities

will submit collaborative research projects to various funding agencies like DST, DoS, CSIR, UGC, RUSA, AICTE, etc. in the areas of mutual interest.

(vii) **Placement Activity:** Both the Universities agree to work in collaboration for the placement of eligible students. They will also put their efforts to enhance campus placements at both the Universities by inviting companies/organizations.

(viii) **Credit Transfer:** Both the Universities will formulate the procedure to grant and transfer the credits to the courses undertaken by the students at both the Universities.

(ix) **Innovation and Entrepreneurship Activity/Incubation support:**
This MoU will stimulate and facilitate the development of collaborative and mutually beneficial programmes which serve to enhance the intellectual capabilities at both the Universities. Both the Universities also believe that close co-operation between the two would be of major benefit to the student community to enhance their skills & knowledge which will result into betterment of industry performance.

(x) Any other academic activity as may be mutually agreed by the Universities.

(3) Research Scholars and the teaching staff of both Universities will explore the possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments, and other funding agencies.

(4) Both the Universities will endeavour to assist each other in the development of their educational services.

(5) Both the Universities will extend all possible logistic support for initiating the collaboration and for preparing the proposals for the activities by mutual consent.

- (6) Information on research results and their applications and scientific literature (Reports, article, books) will be made freely available to both the Universities.
- (7) All publications resulting from the collaboration between both the Universities will be jointly published.
- (8) This MoU will facilitate establishing the Centre of Excellence and develop advanced research facilities which will be shared by both the Universities.
- (9) Both the Universities agree to support each other in terms of processes, networking, policies for efficient innovation, incubation along with industry readiness. Also, this MoU will support student's innovation in their 'Idea to Business' journey.
- (10) SPPU will offer all possible incubation support through Centre for Innovation, Incubation & Enterprise and Design Innovation Centre to the budding student entrepreneurs of both the Universities to make their start-up ideas a reality.
- (11) Details of institutional and individual responsibilities necessary for the accomplishment of each activity to be carried out under this MoU shall be set forth in a Supplemental Letter of MoU which upon signing by the authorized representatives of both the Universities, shall become an integral part of this MoU.

2. **FINANCIAL ARRANGEMENTS:**

- (1) The undertaking of each activity to be carried out under this MoU, will be subject to the availability of funds.
- (2) Any financial implications emerging out of such collaborations (other than the fees of the students) shall be worked out and the decision will be taken with mutual agreement.



3. REVIEW OF ACTIVITIES:

Progress of the activities to be carried out under this MoU will be reviewed periodically as mutually agreed.

4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

- (1) All intellectual property rights (IPR) solely conceived and/or developed by the DBATU during the course of this MoU shall be owned by DBATU and all IPR solely conceived and/or developed by the SPPU during the course of this MoU shall be owned by the SPPU.
- (2) In respect of each project and programmes of co-operation, the Universities shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same, including without limitation, trademarks and service marks, copyright, patents, designs, and confidential information pertaining thereto.
- (3) Neither Party shall, at any time disclose to any third party any confidential information of the other party which is acquired during the course of activities carried out under this MoU, without the prior written consent of the other Party.
- (4) The confidentiality obligations herein will not apply to information in the public domain, information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party, information required to be released by law and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

5. NON-BINDING NATURE OF MOU:

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This



MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

6. EFFECTIVE DATE AND DURATION OF MOU:

This MoU shall be effective from the date it is signed by the parties hereto. The duration of the MoU will be initially for a period of five years from the effective date, unless or otherwise terminated earlier, as per Clause 8.

7. AMENDMENT TO MOU:

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

8. TERMINATION OF MOU:

(1) The MoU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice.

(2) This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.

(3) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

9. DISPUTE RESOLUTION:

Any dispute arising in relation to or in connection with this MoU between the Parties shall be resolved by mutual negotiations. In case of any unresolved dispute, the Parties shall refer the said dispute for arbitration, to the sole arbitrator appointed with mutual consent of the Parties and the

decision of the arbitrator shall be final and binding on both the Parties. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration.


IN WITNESS WHEREOF this MoU is executed by the Parties on the date and year hereinabove mentioned.

For and on behalf of
Savitribai Phule Pune University


24.8.2022
Registrar


Savitribai Phule Pune University

For and on behalf of
Dr. Babasaheb Ambedkar
Technological University

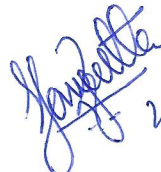

24.08.2022
Registrar

Dr. Babasaheb Ambedkar
Technological University

Witnesses:

1. 
24/8/2022
(Dr. Parveen Sayyed)
Senior Law Officer
Savitribai Phule Pune
University

2.


24.08.2022
(Prof. Dr. S.R. Bhagat)
OSD, Regional Centre, Pune

