# MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

FACULTY OF FOOD ENGINEERING AND BIOTECHNOLGY AT THE NORTH CAUCASUS FEDERAL UNIVERSITY RUSSIAN FEDERATION (First party)

AND

TULJARAM CHATURCHAND COLLEGE
OF ARTS, SCIENCE & COMMERCE (AUTONOMOUS)
TC COLLEGE ROAD
VIVEKANAND NAGAR
BARAMATI. MAHARASHTRA [INDIA] (Second Party)

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#### PREAMBLE:

Both PARTIES, First and Second agree to promote academic collaboration based on their respective academic and educational needs. The aim of this academic collaboration is to maximize opportunities for students and faculty of both the institutions across disciplines while adhering to the assured standards of quality in Higher Education. The activity areas of mutual concern and interest may include but are not limited to the following:

- 1 Joint research activities and publications,
- 2 Organization of joint events, seminars, conferences and academic meetings,
- 3 Exchange of scholars/faculty and students,
- 4 Joint academic programs,
- 5 Exchange of academic information and materials,
- 6 Other agreed academic activities that both institutions agree to.

# ARTICLE 1

The implementation of each programme based on this MOU shall be separately negotiated and agreed upon in writing by both Parties. Any such agreement entered into, as outlined above, will form an appendix to this basic agreement following signature by the appropriate authorities of both Parties. Such agreement will, along with other terms, address intellectual property ownership and financing of the program.

## ARTICLE 2

This MOU shall not give rise to any financial obligation by one Party to the other. Any financial transaction will be recorded in an appended document to this general MoU. Nothing in the agreements implementing the exchange programs mentioned above shall diminish the full autonomy of either Party.

## ARTICLE 3

Both Parties will designate a program officer to develop and coordinate the specific programs agreed upon.

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### ARTICLE 4

This agreement will be in effect from the date of signature for a period of FIVE years. It shall be extended automatically for an additional period of five years at each expiration date unless either party gives six months advance notice in writing to terminate the agreement.

#### ARTICLE 5

This agreement is subject to revisions, renewal and/or cancellation by mutual written consent.

First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

# EXPRESSION OF INTENT

- A. The First Party intent to perform professionally for Second Party. The consultancy fees or professional fees would be mutually agreed by both the Parties unanimously. The Parties will decide mutually to act upon the mentioned consultancy area and departments, certificate courses for students and staff, training modules, workshops or programmes for teaching, non-teaching staff and students here in MoU per calendar year. Both The Parties seek the cooperation from each other during performing the activities mentioned as below. Both parties focus their effort on the area of Strategic based upgrading present and future Human Resources both Teaching and Non-Teaching Staff, Student workshop on value education, gender sensitization and social environmental education, Soft Skill based courses certificate as per the market needs, upgrading the present skilled workforce, guiding Real case based research activities to meet the social needs, Supporting activities to develop the resources to built a firm foundation through ED Cell for corporate interface through industry connects and practices, Supporting activities to develop the resources to establishing students Incubation centre, Hands on training programme to staff and students, Supporting activities to make job ready students and guiding for placements and conducting campus drive for selective courses.
- B. Both Parties, being legal entities in themselves desire to sign this MOU as Second Party would like utilise the services offered by First Party and advancing their mutual interest.

# MUTUAL AGREEMENT CLAUSES:

## CLAUSE 1 CO-OPERATION

- Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the college and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for college development.
- The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties

# CLAUSE 2 ADDITIONAL SCOPE OF THE MOU

- 2.1. Exchange of student/ staff for need based activity including Research, Education & Extension
- 2.2. The collaboration may involve exchange of faculties and students for short duration for knowledge sharing.
- Provide the infrastructure facilities like Laboratories, Processing Units, Conference Halls and other infrastructures/ demonstration units.
- 2.4. To organize collaborative activities like workshops, conferences, seminar, orientation/refresher courses and related activities.
- 2.5. To carry out activities of common interest suitable for both agencies.
- 2.6. Financial Consideration:

Micro planning and the details will be decided with mutual consent as per requirement also the financial details will be finalise for various events with the mutual consent from both the parties after the approval of specific activity. Once the Second Party deals the financial consideration, then First Party will take-up consultancy services, workshops, counseling, mentoring, or training programmes mentioned in the MoU or needful training programmes, consultancy services, workshops, counseling, and mentoring would be render as per the market demands by the First Party.

2.7. Consultancy or Professional Services Payment Terms:

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Second Party will pay mutually agreed fees to First Party within the seven days of working period after every service or services render to Second Party through trainings, workshops, counseling, and mentoring. Such consultancy or professional services fees will be paid by Second Party through Cheque or NFT/RTGS to First Party in favour of Institute of Fundamental and Applied Research at the National Research University.

# CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

# CLAUSE 4 VALIDITY:

This Memorandum of Understanding shall remain in force for five years from the date of signing and be subject to revision or modification by mutual consent. Both parties shall discuss and decide on the continuation or revision of the Memorandum six months prior to its expiration.

This MOU is not intended to be a legally binding document. It is meant to describe the nature of, and to suggest the guidelines for, the cooperation described above. Nothing therefore shall diminish the full autonomy of either institution, nor will any constraints be imposed by either upon the other in carrying out elements of this MOU.

This MOU shall become effective when appropriate representative of the first and second party affix their signatures below.

The said MoU is accepted by both Parties unanimously and AGREED AND SIGNED ON

FOR

Faculty of Food Engineering and

Biotechnology at the North Caucasus Federal University, Russian Federation

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Natalia Oboturova

FOR

Anekant Education Society's, Tuljaram Chaturchand College (Autonomous)

Baramati, 413102

Authorized Signatory

od Signatory

Authorized Signatory

Principal

Tuljaram Chaturchand College

Baramati