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Memorandum of Understanding

श्री. सी. टी. आंबेकर

Between

Department of Philosophy University of Mumbai, Kalina Campus, Mumbai 400098 Maharashtra

And

Universal Confederation of Sree Narayana Guru Organizations (SNGC) (Regd.No.SOCIETY /WEST/2013/2013/8900876) having its Regd. office at S N House, WZ-81/1A, Guru Nanak Nagar, Tilak Nagar Post, New Delhi - 110 018 and President, SNGC, Block-05, Himalaya Complex, G E Road, Post – Supela Bhilai 490 023 (Chhattisgarh),

Email ID: info@sanmathi.com;

Correspondence Address as President, SNGC, Block-05, Himalaya Complex, G E Road,
Post – Supela Bhilai 490 023 (Chhattisgarh),

Email ID: info@sanmathi.com

For UNIVERSAL CONFEDERATION OF SREE ... NARAYANA GURU ORGANISATIONS

Registrar University of Mumbai Fort, Mumbai-400 032,

Commencing academic study of Sree Narayana Guru in the forthing-coming academic year with a Certificate Course, followed by a Diploma course in the subsequent academic year, 2021

This Memorandum of Understanding (MoU) is made this 21<sup>st</sup> day of January,2021 between Department of Philosophy, University of Mumbai, Kalina Campus, Mumbai 400098, Maharashtra (hereinafter referred to as Department of Philosophy which expression shall include its successors and assigns) of the FIRST PART,

#### And

Confederation of Sree Narayana Guru Organizations (SNGC) (Regd.No.SOCIETY /WEST/2013/2013/8900876) having its Regd office at S N House, WZ-81/1A, Guru Nanak Nagar, Tilak Nagar Post, New Delhi - 110 018 and Correspondence Address as President, SNGC, Block-05, Himalaya Complex, G E Road, Post – Supela Bhilai 490 023 (Chhattisgarh), Email – info@sanmathi.com; (hereinafter referred to as SNGC which expression shall include its successors and permitted assigns), as the SECOND PART.

#### **PREAMBLE**

WHEREAS The Department of Philosophy is engaged in post-graduate teaching and research in all leading branches of Philosophy. It is both engaged with specialized university level academic teaching and research at the level of degree programmes (M.A., M. Phil and PhD), as well as, certificate/diploma courses as extension activity. The Department already has Certificate/Diploma courses in Buddhist Studies and Vippassana,

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Jainology, Vallabh Vedanta and Yoga for several decades now. Two of these programmes, namely Jainology and Vallabh Vedanta, are supported by MOUs with their respective trusts.

WHEREAS The SNGC is a confederation of various organizations dedicated to promoting the thought of Sree Narayana Guru the great philosopher and social reformer. It is a non-profit body that is committed to Guru's philosophy. It is engaged in creating wider awareness of his philosophy all over the world.

AND WHEREAS, SNGC approached the Department of Philosophy to seek its help in organizing Certificate and Diploma courses pertaining to the philosophy of Sree Narayana Guru and offered financial support for the same.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES TO SIGN THIS MOU AS FOLLOWS:

1. This MoU supersedes all previous correspondences, discussions, understanding and agreement on the subject matter of this MoU.

## 2. PERIOD OF THE MoU AND ITS EXTENSION

This MoU comes into effect from the date of its signing and will remain in force for five years. Its validity can be extended by mutual agreement in writing between the two parties.

#### 3. SCOPE OF COLLABORATION

(a) Academic study and research in Sree Narayana Guru's thoughts

(b)Certificate and Diploma courses in Sree Narayana Guru's thoughts

(c) Financial assistance for the above to be given by SNGC which will be managed by the University of Mumbai

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(c) Infrastructural support such as cupboards, furniture/fittings and equipments for managing the administrative work that will be necessary for such an academic study.

# 4. ROLES AND RESPONSIBILITIES OF PHILOSOPHY DEPARTMENT

(a)To appoint a Coordinator responsible for the work pertaining to the scope of this MOU

(b)To undertake the academic and administrative responsibility for implementing the academic study of Sree Narayana Guru in the form of certificate and diploma courses.

(c)To prepare curriculum for a critical and academic study of Guru's philosophy at the Certificate/Diploma and MA levels through the appropriate Board of Studies in Logic and Philosophy.

(d)To support teaching and nonteaching staff involved in the academic and administrative management of this course

(e)To support fellowships for students engaged in research on Sree Naryana Guru (MA MPhil and PhD students)

(f)Appointments of all staff under this program will be as per TAAS Unit University of Mumbai

(g)To prepare an annual report of the activities covered under this MOU and send it to the University Authorities and SNGC.

### 5. ROLE AND RESPONSIBILITIES OF SNGC

(a)To provide financial assistance for running the certificate/diploma programme

(b)To provide infrastructural help when needed

(c)To provide services of experts in the area when requested

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## 6. DELIVERABLES AND MILESTONES

The main objective is character building and moral values in student and teaching community. This will be achieved through

- (a) awareness of the philosophy of Sree Narayana Guru
- (b)Interdisciplinary outlook
- (c)Extension activity of Certificate/Diploma courses
- (d)Intensive degree level study and research (MA, MPhil and PhD)

## 6. FINANCIAL TERMS AND ARRANGEMENTS

The SNGC will provide the sum of Rs. one crore to the University of Mumbai for running the programme on Sree Narayana Guru as per above. This amount will be submitted in cheque drawn in favor of Finance & Accounts Officer University of Mumbai. This amount will be kept by the University of Mumbai as a fixed deposit in a public sector bank. The interest that is accrued from this amount will be used to disburse payments to the staff both academic (coordinator, visiting faculty and fellowships for students) and administrative. The interest will be used to pay the above mentioned salary and honorarium

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## 8. COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) has been constituted with members who are experts from the Department of Philosophy, University of Mumbai, affiliated colleges and other institutions dedicated to academic philosophy (such as IIT Mumbai) and SNGC as under to ensure implementation of this MOU. This SCC will be chaired by Vice Chancellor/Pro-VC or their nominee.

Philosophy Department/Mumbai University	Confederation of Sree Narayana Guru Organisations (SNGC)
VC/Pro-VC (Chairperson)	President SNGC or his nominee (President may nominate a member from the Core Committee of SNGC to attend the meeting in his absence).
Head Department of Philosophy (Member)	A nominated member from the Advisory Board of the SNGC.
Professor from Department of Philosophy/ affiliated college/ IIT Mumbai (Member)	A nominated Member from the Executive Council of SNGC.
A Member of Management Council of the University (Member)	A nominated member from the Governing Body of SNGC.

SCC will review the progress of the work periodically. It will meet at least twice a year.

#### 9. AMMENDMENTS

This MoU shall be the sole repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on Philosophy Department and SNGC unless such amendment is authorized by The

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University of Mumbai and SNGC and is recorded in writing and signed by the representatives of Philosophy Department and SNGC.

#### 10. TERMINATION

In case it is found by two parties that the desired objectives cannot be achieved due to any reason(s) whatsoever, this MoU will be treated as terminated by a mutually agreed procedure without any liability on either parties.

The Department of Philosophy, on the advice of the University of Mumbai, may at any time, after three months' written notice, terminate the MoU in whole or in part by requiring Confederation of Sree Narayana Guru Organisations (SNGC) to discontinue its association with any or all components of work mentioned herein, in which case Confederation of Sree Narayana Guru Organisations (SNGC) shall have no claim against Philosophy Department and the University of Mumbai by reasons of such termination. Philosophy Department and the University of Mumbai shall not be liable to any salary, bonus, damages or other claims of Confederation of Sree Narayana Guru Organisations (SNGC) for loss of expected profit or interest on the incomplete portions of the work/services.

SNGC may terminate the MoU after three months' written notice only after clearing all dues if any.

### 11. NO LIABILITY CLAUSE

The Department of Philosophy, University of Mumbai shall not be responsible for any loss or damage to SNGC in respect of the subject matter of the MoU. SNGC will not be liable for any loss or damage to SNGC in respect of the subject matter of this MOU.

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#### 12. ASSIGNMENT

This MoU shall not be assignable by either party without the prior written consent of the other except that this agreement shall be automatically binding upon and insure to the benefit of any successor of either party.

## 13. INTELLECTUAL PROPERT RIGHTS

The rights in any intellectual property emerging out of the collaborative programme to be carried out under this MoU, will be jointly owned by the University of Mumbai and the SNGC. This however shall not apply to the work done solely by one party.

### 14. SETTLEMENT OF DISPUTES

If any dispute arises between the two parties to this MoU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible amicably by mutual consultations, failing which, a reference may be made by either party to Vice Chancellor, University of Mumbai, whose decision shall bind the parties finally and conclusively.

### 15. CONFIDENTIALITY CLAUSE

The term 'Confidential Information' shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MoU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as 'Confidential' or 'Proprietary' or in some other manner to its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MoU, provided that such

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information is designated as Confidential at the time of disclosure and reduced to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.

For the term of this MoU, each party shall treat as confidential all information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's confidential information and shall not disclose such confidential information to any third party under this MoU. Thus, information about students who join the Certificate/Diploma and Degree courses will remain confidential with the University of Mumbai. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed by the other party under this MoU.

### 16. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike(s), Lockout(s), Epidemics, Riots, Civil commotion etc provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

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Registrar University of Mumbai Fort, Mumbai-400 032.

IN THE WITNESS OF both parties hereto have set their hands, the date and year mentioned

FOR AND ON BEHALF OF
UNIVERSITY OF MUMBAI, KALINA
CAMPUS, MUMBAI 400094,
MAHARASHTRA

Universal Confederation of Sree Narayana
Guru Organizations (SNGC) (Regd.No.
SOCIETY/WEST/2013/8900876) having
its Regd office at S N House, WZ-81/1A,
Guru Nanak Nagar, Tilak Nagar Post,
New Delhi - 110 018 and correspondence
Address as President, SNGC, Block-05,
Himalaya Complex, G E Road, Post –
Supela
Bhilai 490 023 (Chhattisgarh)
Email – info@sanmathi.com

Signature

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Name: Dr. Ramdas Atram

Designation: Registrar

Place: University of Mumbai, Fort Campus,

Mumbai-400032

Date: 21-01-2021

Witness-1.Prin.Dr.M.S.Kurhade

KandanaMaliadevan

Witness-2. Dr.Kanchana Mahadevan

Witness-3.Dr.Narayan Shankar Gadade

Signature

Name: Mr. M.K.Mohamed Designation: President SNGC

Place: University of Mumbai, Fort Campus,

Mumbai-400032

Date: 21-01-2021

Witness-1.Swami ji Rhithambharanda

Witness-2.Adv.T.S.Harish Kumar

Witness-3.Murali P.N

Registrar
University of Mumbai
Fort, Mumbai-400 032.

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