Prof Smita Shukla

MEMORANDUM OF UNDERSTANDING

BETWEEN

University of Mumbai



IQAC, UNIVERSITY OF MUMBAI

AND



RESEARCH FOR RESURGENCE FOUNDATION,

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BETWEEN

IQAC, UNIVERSITY OF MUMBAI, MUMBAI

AND

RESEARCH FOR RESURGENCE FOUNDATION, NAGPUR

AND

FOR

ESTABLISHMENT

OF

RESEARCH FOR RESURGENCE OUTREACH CENTRE

23/12/2021

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This Memorandum of Understanding (MoU) is made and executed at MUMBAI on this 23rd day of DECEMBER of the year 2021 which is (Margashirsha Krushna Chaturthi, Shake 1943) by and between:

1. IQAC, University of Mumbai, Mumbai (Hereinafter referred as UoM)

AND

Research for Resurgence Foundation, SheshadriSadan, Tulsibaug Road, Mahal,
 Nagpur, Maharashtra-440032 (Bharat) (Hereinafter referred as RFR Foundation)

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founded by voluntary organization Bharatiya Shikshan Mandal by or repugnant to the subject shall mean and include its successors and assigns.

IQAC, UoM and RFR Foundation are referred to individually as a "**Party**" and collectively as "**Parties**". Both Parties have reached the following intent to collaboration as per below described articles of this MOU.

ARTICLE 1: BACKGROUND AND PURPOSE

University of Mumbai (hereinafter referred as **UoM**) is a premier state university with accreditation of A++ (CGPA 3.65) grade by NAAC in Cycle three. Established on 18th July 1857, the University of Mumbai is a premier institution and the largest amongst the first three modern Universities in India. It operates from five campuses and caters to more than 8 lakh students from rural, tribal, hilly, and metropolitan regions covering seven districts such as Mumbai, its Suburbs, Thane, Ratnagiri, Raigad, Sindhudurg, and Palghar. The university has 823 affiliated colleges, 54 teaching departments offering 126 programmes, 9 centres and a vocational institution offering 275+ programs. It conducts research relevant to socio economic cultural and regional needs of society. It's Academy of Administrative Careers offers coaching/guidance to students for competitive examinations. The university has one constituent college Sir J.J. College of Architecture in Mumbai and two model colleges in Ratnagiri and Sindhudurg. The University is unique in starting the 'Centre for Excellence in Basic Sciences' in collaboration with Department of Atomic Energy and UGC supported National Centre of Nano Technology.

The University of Mumbai, with global ranking 251-300, stands first amongst State Universities in India as per QS World Graduate Employability ranking 2020. Universities' NIRF 2020 ranking is 65. The University's iconic Rajabai Clock Tower won the (UNESCO) Asia-Pacific Awards for Cultural Heritage Conservation in 2019.

The University of Mumbai is proud of its five Bharat Ratna's awardees, two FRS and many Padma awardees. It's list of alumni is a veritable roll call of honour extending across domains. It includes Mahatma Gandhi, Babasaheb Ambedkar, Balgangadhar Tilak, Madadev Govind Ranade, Gopal Krishna Gokhale, Dadabhai Naoroji, Sardar Vallabhbhai Patel, Cornelia Sorabji, Dadasaheb Phalke, Homi Bhabha, Jamsetji Tata, Vikram Sarabhai,

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M. C. Chagla, Pratibha Patil, Jagdish Bhagwati, Mukesh Ambani, Kumar Mangalam Birla, Vinita Bali, Sunil Gavaskar, Ravi Shastri and Madhuri Dixit. These distinguished alumni attest to the university's manifold achievements as an intellectual, cultural, sports and scientific powerhouses of the country.

The university has won regional, national and international acclaim with its distinguished faculty, academic excellence, quality research output, excellent placements, distinguished alumni, inclusive outreach, conservation of ecology and cultural heritage while adhering to global standards and contributing significantly to local societal needs.

IQAC at University is constituted as per the UGC and NAAC mandate.

AND

- 1.2.1 Research for Resurgence Foundation is founded by voluntary organization Bharatiya Shikshan Mandal(hereinafter referred as RFR Foundation). The core objective of RFR Foundationis to bring paradigm shift in research outcome, research methodology and innovation-based technologies, ensuring Bharatiya prospective, philosophy and applicability.
- 1.2.2 The RFR Foundationhas functional dimensions to strengthen and synchronize Research, Researchers, Resources and Reach.
- 1.2.3 The RFR Foundation is a multi-domain Research Institute and a network hub of research and allied activities in academics and industrial sector.

1.3 Purpose:

IQAC, UoM and RFR Foundation are interested in working together with mutual collaboration to give each other's strengths in research and facilities thereof, will mutually benefit the students and faculties for nurturing the research, innovation and creativity among students. Now therefore the parties hereto have agreed to enter into a memorandum of understanding considering the long term benefits of sharing the knowledge and resources between the institute and establish a strong academic

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collaboration, by undertaking joint responsibilities and activities in their respective field of excellence, research, resources, knowledge and human described in the article 2 of this MOU as area of collaboration.

ARTICLE 2: AREAS OF COLLABORATION

The parties hereby agree to work collaboratively on following points for the effective and efficient engagement by fulfilling the purpose of this MoU towards strengthening and streamlining research in scientific and technology development, innovation and entrepreneurship ecosystem in Bharat. The mutually agreed activities by and between the parties are as under:

1. The responsibilities and work for IQAC, UoM:

- 1.1.1. Awareness, publicity & accessibility for RFR Foundation work, facilities and opportunities.
- 1.1.2. Awareness, publicity & accessibility for research activities, programs, seminar, workshops, conferences and like to be jointly organized.
- ${\bf 1.1.3.}\ \ Philosophical\ acceptance\ and\ responsibility\ towards\ concept\ of\ 'Resurgence'.$
- 1.1.4. Monitoring, execution and evaluation of parameter/s of research applicability for nation / society / local requirement ,incorporation of Bharatiya methodology and references in various programs at institutional level including Ph.D., Post-Graduation, Under Graduation research projects and research methodology program.
- 1.1.5. Establishing platform for converting strength & excellence in terms of infrastructure and human resource for betterment of educational systems across world.
- 1.1.6. To organize national, international events, program at mutually agreed intervals.
- 1.1.7. To provide infrastructure, academic & technical Support in various activities organized by RFR Foundation, subject to availability and as per the University Rules
- 1.1.8. Promote and support student(s), faculty(s) exchange programs
- 1.1.9. Maintain respect and dignity among other Academic associates and Industrial associates of RFR Foundation

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- 1.1.10.Active participation in associate members' annual meetings organized by RFR Foundation
- 1.1.11.To recognize RFRF as workplace for research including PhD studies and postdoctoral research
- 1.1.12.To recognize RFRF faculties as adjunct faculties (Associate Professor, Professor) of the university, as per University and UGC rules and regulations.

2. The responsibilities and work for RFR Foundation:

- 2.1. To provide Title "Academic Associate" & its certification to UoM
- 2.2. To provide access to knowledge resource centre of RFR Foundation.
- 2.3. To support UoM for industry-academia, academia-academia collaborations at national & international level.
- 2.4. To provide support in conduction of Refresher Courses, Orientation courses, Research methodology programs and faculty development program.
- 2.5. Promotion of Research Activities in common interest area.
- 2.6. Privileged invitation for event(s) / program(s) organized by RFR Foundation and Bharatiya Shikshan Mandal (limited number of guests).
- 2.7. Display and information about facilities and opportunities at UoM in the reception gallery at foundation.
- 2.8. Two nominations (incumbent authorities) in Samanvay Sabha for associates.
- Support in execution, monitoring and evaluation process of various research activities.
- 2.10. Access and usage of knowledge resource centre, infrastructural facilities such as convention centre at special 'Academic Associates' discounted charges.
- 2.11. The facilities for students and faculties at concessional charges.
- 2.12. Consultation, unbiased evalution of various educational processes as RFR Foundation Academic & Administrative Audit program.
- 2.13. Information and invitation for research events conducted by other associate members for associates' network.

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ARTICLE 4: CO-ORDINATION AND NODAL OFFICER

Both entities shall mutually decide and designate a nodal officer. The nodal officer will have responsibility for fulfilling the objectives of this agreement and also will carry out all activities mutually agreed by the parties.

ARTICLE 5: SCOPE

The Parties acknowledge and agree that the Areas of Collaboration are not exhaustive in nature and the Parties shall in good faith, negotiate to elaborate upon the Areas of Collaboration, including additional areas of collaboration as may be mutually agreed and the rights, responsibilities and obligations of each Party in relation to each of the Areas of Collaboration. The Parties may, from time to time, execute addenda or modifications to this MOU to incorporate such additional scope of collaboration or discussions in accordance with Clause 6.3.

ARTICLE 6: DURATION

This MOU shall be valid after its signature from the date of signing till for **FIVE** years. The Parties may further extend the MOU with mutual written consent, in order to ensure continuous inputs regarding in light of changing trends and environment in the area of collaboration for this MOU. As part of subsequent extensions, the Parties may agree to make amendment in the MOU.

ARTICLE 7: TERMS

7.1 Finance

Both Parties shall be responsible to carry out the activities under the area of collaboration and New Project, Program, Conference, Seminar, Workshops and like which is codesigned/ organized by both of the parties. The financial arrangements wherever involved will be decided and approved after mutual consent and shall be agreed to for each activity individually on resource deployment, arrangements and mobilization will be planned vis-a-vis.

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7.2 Assignment

Neither of the Parties shall assign any of their duties under this MOU to any other person or institution without prior approval of other party. A specific agreement will be entered into for each activity.

7.3 Amendments

No alterations, additions or modification hereto shall be valid and binding unless the same are reduced to writing and signed by both the Parties.

7.4 Non-Exclusive Discussions

The Parties acknowledge and agree that the Areas of Collaboration under this MOU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the Areas of Collaboration with other parties in Bharat or elsewhere.

7.5 Confidentiality and Public Announcement:

- 7.5.1. "Confidential Information" means the confidential, proprietary, and trade secret information of the disclosing party to be disclosed by the disclosing party under this MOU, and comprises (a) information in tangible form that: (1) bears a Confidentiality Legend, or (2) does not bear any Confidentiality Legend, if the receiving party knew, or reasonably should have known under the circumstances, that the information was confidential and had been communicated to it in confidence, and (b) discussions about that information that may occur before, at the same time, or after disclosure of the information. This MOU and all confidential information exchanged between the Parties pursuant to this MOU shall be held in confidence.
- 7.5.2.Neither Party nor any of the affiliates shall make any public announcement about the MoU and /or the scope of proposed engagement, without the prior written consent of the other Party. Any public announcement so made, shall be as outlined in the Article 3 of this MoU.

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7.6 License and Intellectual Property Rights

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- 7.6.1.No license is granted under this MOU to either Party under any of the other Party's intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise. Both Parties understand and acknowledge that grant of any such license shall always be express and in writing.
- 7.6.2.Both parties will take all necessary steps to protect the knowledge documents and intellectual Properties generated during the process or shared by the parties.

7.7. Conflict of Interest

Neither of the parties believes that the Collaboration contemplated by this MOU raise any actual or potential conflicts of interest. The parties agree that this MOU and the negotiation of the same (and any other agreements entered into in connection herewith) are independent of any past, present or potential future arrangements, and are not connected to an existing business relationship between either of the parties.

ARTICLE 8: TERMINATION

8.1 This MOU shall also terminate without liability to either party if otherwise agreed to by the Parties in writing with a notice period of 1 month.

8.2 Survival and binding Nature

- 8.2.1. Except for Clause 6 (Terms), Cause 7 (Termination) and 9 (Dispute Settlement) of this MOU, nothing contained in this MOU is intended to be or shall be construed in any way to be legally binding on any of the Parties.
- 8.2.2. Except as set forth elsewhere in this MOU, Clause 6 (Terms), Cause 7 (Termination), 9 (Dispute Settlement) shall survive the expiry or termination of this MOU

ARTICLE 9: DISPUTE SETTLEMENT

9.1 Governing Law and Jurisdiction

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- 9.1.1 This MOU shall be governed by and construed in accordance with the laws of Republic of Bharat. All disputes arising out of or related to this MOU, including without limitation all matters connected with its performance, will be governed by, and construed and interpreted under the laws of Bharat, without reference to conflict of laws principles.
- 9.1.2 All disputes and differences arising out of or in connection with this MOU shall be the first instance referred to arbitration by three (3) arbitrators, jointly appointed by Parties. The decision and award determined by such arbitration will be final and binding upon the Parties. The arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996, as may be in force from time to time. The arbitration proceedings will be conducted in Hindi, English or any Bharatiya Language and the seat of arbitration will be New Delhi.

9.2 Notices

All communications hereunder shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail (return receipt requested) to the Parties at the address specified below:

Coordination Committee:

UoM	RFRF
Hon'ble Vice-Chancellor/Pro Vice- Chancellor: Chairman	Secretary, RFRF
Director, IQAC	Joint Director, RFRF
Senior Professor of University Department	BSM, Konkan President
Management Council Nominee	

If to UoM:

Attention of: Registrar,

Address: University of Mumbai, Fort, Mumbai

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Phone: 81492521616

Email: registrar@fort.mu.ac.in

If to RFR Foundation:

Attention of: Secretary,

Address: Research for Resurgence Foundation, Sheshadri Sadan, Tulsibaug Road, Mahal,

Nagpur, Maharashtra-440032 (Bharat) Phone: 9822745768, 9422822795

 $Email: \underline{info@rfrfoundation.org}, \underline{rfrfbharat@gmail.com} Website: www.rfrfoundation.org$

In witness whereof the parties hereto have signed, sealed and delivered this agreement on 23/12/2021 above written in presence of:

For

University of Mumbai

Research for Resurgence Foundation,

Nagpur

Name: Sudhir S Puranik

Designation: Registrar, University of Mumbai

Designation: Trustee RFRF

Witnessed by:

Name: Prof Smita Shukla

Designation: Director, IQAC

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