

23 MAY 2022



23 MAY 2022

महाराष्ट्र MAHARASHTRA

2021 जीडपत्र - २/Annexure-II

BG 925209

उप कोषागार कार्यालय, उल्हासनगर
मुद्रांक पुरवठा दिनांक

29 APR 2022

उप कोषागार अधिकारी, उल्हासनगर

29/4/22

of document/ Article, No.	25(B)
Whether it is to be Registered	-
If Registrable Name of S.R.O	-
Property Description in brief	-
Consideration Amount	-
Stamp Purchaser's Name	Sudhakar Bonde
Name of the other Party	
If through other person then Name & Address	Sushant Salavi Bodlapur
Stamp Duty Amount	500/-
Serial No. /Date	5547 23/05/2022
Stamp Purchaser's sign/Date	

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच
कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यांत यापुढील
बंधनकासक आहे.



23 MAY 2022

RAVINDRA W. JADHAV
STAMP VENDORGurukrupa, Opp Forest Office,
Station Pada, Kulgaon, Badlapur (E)
Lic. No. 1212013

Memorandum of Understanding

Between

School of Engineering and Applied Sciences,
Kalyan The University of Mumbai, Fort Campus, Mumbai 400032
Maharashtra

and

ASM International (India Chapter), 409, Srishti
Square, LBS Road, Bhandup
MUMBAI 400079

(H O 9639, Kinsman Road, Materials Parks, Ohio, USA.)

For

Promoting cooperation in the field of education and academic research

23/05/2022

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made at Mumbai on this 23 day of May 2022 by and between:

University of Mumbai, School of Engineering and Applied Sciences, Kalyan Subcenter (hereinafter referred to as '**First Party**') which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the FIRST PARTY;

AND

ASM International (India Chapter) (hereinafter referred to as '**Second Party**' which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the SECOND PART.)

University of Mumbai and ASM International (India Chapter) are hereinafter collectively referred to as '**Parties**' and individually as '**Party**'.

WHEREAS FIRST PARTY University of Mumbai is a University under the Government of Maharashtra, having its head office at Mahatma Gandhi Road, Fort, Mumbai 400 032 and an educational campus at Vidyanagari, Kalina, Santacruz East, Mumbai – 400098.

WHEREAS SECOND PARTY ASM International (India Chapter) is an association of materials-centric engineers and scientists, having its office at 409, Srishti Square, Lal Bahadur Shastri Marg, Bhandup West, Mumbai 400 078.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Objective:

1. Collaborations, Engagements and Exchanges between the School of Engineering and Applied Sciences, Kalyan and ASM International (India Chapter)
2. Collaborative efforts in framing and implementing academic and research programs.
3. Sharing faculty for academics.
4. Collaborate on Joint Academic and Research Programs.
5. Development of joint proposals for basic and applied materials research on topics of national interest, including setting up innovation/incubation centres and development and dissemination of societal technologies.
6. Joint Ph.D. guidance by faculties and scientists.
7. Sharing of research facilities.
8. Initiation of professional development programs and capacity building efforts.

Subject Areas of Academic and Research Cooperation

1. Applied Materials Science.
2. Materials Data Science and Data Analytics
3. Experimental and Computational Materials Science
4. Materials for Energy

Academic and Allied Activities

1. Exchange of faculty, scientists or industry expert lecturers from ASM associated industries for the purpose of teaching, research, training and consultations.
2. Exchange of experience, organise consultations and mutual visits and conduct lectures.
3. Enable staff, research scholar and students of M.Sc in Materials Science of School of Engineering and Applied Sciences to participate in conferences and symposia.
4. Assistance in providing Masters and Ph.D students internships and placements in the ASM International (India Chapter) member industries.
5. Undertake scholarly co-operation in the fields of scientific research and develop academic contacts between faculty members of PARTIES. In addition, the PARTIES shall promote undergraduate and postgraduate students' mobility by encouraging them to participate in academic courses, summer courses and in other programs, BUT strictly subject to the existing rules of placement of either PARTY.
6. Exchange of expertise and scientific and technical information.
7. Organization of scientific and technical seminars / workshops / conferences and training courses on problems of interest to the PARTIES.
8. Aiding students of masters and PhD projects by providing access to ASM International (India Chapter) member industries and their laboratory facilities.
9. Jointly set up a world class computational facility for Data Science and Data Analytics in Materials Science.

Financial Implications

It is agreed between the Parties that in undertaking the obligations or provisions of this Memorandum of Understanding, no financial implications or consequences shall be created or borne by either Party (University of Mumbai & ASM International India Chapter). The Parties shall bear their respective costs of carrying out the collaborative activities envisaged under this understanding. Neither party shall make a claim against the other party for any expenditure, unless such expenditure has been agreed upon in writing between the Parties.


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Coordination and Periodic Monitoring

A Standing Collaborative Committee (SCC) has been constituted with members from School of Engineering and Applied Sciences (Kalyan Sub-center), University of Mumbai and ASM International India Chapter as under to ensure implementation of this MoU. SCC will be chaired by Vice Chancellor/Pro-VC or their nominee.

University of Mumbai	ASM International (India Chapter)
VC/Pro-VC (Chairman)	Shri Sudhakar Bonde. Chairman
Director, School of Engineering and Applied Sciences, Kalyan	Dr. Vivek Singal Executive Director
Prof. (Dr.) Adwait M. Vaidya	Shri Jayesh Mukadam MEMBER
A Member of Management Council of the University	Shri Sandeep Rege MEMBER
	Shri Suhas S. Sabnis MEMBER

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

Confidentiality

- a. Both Parties acknowledge that they are bound by confidentiality provisions with respect to the Memorandum of Understanding and shall keep its contents confidential.
- b. Both Parties shall hold, in strict confidence, any and all information (including but not limited to any personal information, Students' Information, intellectual property rights, etc.) made available or known to it in pursuance of this MoU regardless of the form thereof (including documents, magnetic tapes, electronic data, and whether or not being indicated as confidential), and shall not reveal or share such Confidential Information to any other third parties or disclose the Confidential Information without prior written consent of the disclosing Party, except for such information (excluding any personal information) which falls under any of the following items:
 - i. information which has already entered into the public domain before the disclosure thereof;
 - ii. information which enters into the public domain after the disclosure through no fault of either Party hereunder;

Indemnity

Both Parties agree and undertake to indemnify, defend and hold harmless the other Party against all losses, liabilities, claims and damages, costs and expenses, whatsoever suffered or incurred arising out of or in connection with or as a consequence of a breach or non-performance of obligations, provisions or covenants under this Memorandum of Understanding.

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Intellectual Property

- a. Both Parties agree and undertake that they shall not use any intellectual property including copyright, patents, trade secrets, rights in computer software, domain names and trademarks belonging to the other Party.
- b. Notwithstanding the above, the Second Party specifically agrees that it shall not use the logo or trademark belonging to the First Party in any manner whatsoever, without the prior written consent of the First Party.
- c. However, it is agreed that all intellectual property rights arising by way of joint-ownership of both the Parties will not require any prior consent (written or otherwise) of the other Party prior to its use.

Governing Law

This Memorandum of Understanding shall be governed and construed in accordance with the Laws of India.

Dispute Resolution

The Parties do hereby agree that any claim, controversy, or other dispute between them relating to this Memorandum of Understanding or its interpretation will be submitted for amicable resolution by the Parties. In the event that the Parties do not resolve the dispute within a maximum period of 60 (Sixty) Business Days from the date of the initial request for a meeting between the Parties to resolve the dispute, such dispute will be submitted to the Honorable Vice-chancellor University of Mumbai, whose decision shall be final and binding on both parties.

Amendment

Any amendment or modifications of the terms of this Memorandum of Understanding shall be valid only if executed in writing by the Parties.

Validity

This Memorandum of Understanding shall be valid for a period of **Five** years from the date of its execution. The term of the Memorandum of Understanding can be extended by mutual consent of the Parties.

Termination

Either of the Parties shall terminate the MoU without cause by giving 3 months' notice in writing to other party. However, if the MoU is terminated for whatsoever reason, the responsibility of each party continues to exist till the completion of the Program to which the students have been admitted before the date of servicing the notice of termination.

Assignment

Neither Party shall be entitled to transfer or assign or outsource, whether in part or full, any rights and/ or obligations hereunder without the prior written consent of the other Party.

Force Majeure

Both parties shall be released from their respective obligations in the event of national emergency, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance impossible.



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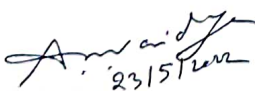
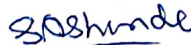
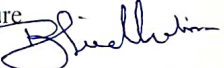
Counterparts

This Memorandum of Understanding shall be executed in 2 (two) counterparts, each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hand the day and year first here in above written.

SIGNED, SEALED AND DELIVERED

FOR AND ON BEHALF OF UNIVERSITY OF MUMBAI, FORT CAMPUS, MUMBAI 400094,	FOR AND ON BEHALF OF ASM International (India Chapter),
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MAHARASHTRA	
Signature  Name: Dr. Sudhir Puranik Designation: Registrar Place: Mumbai (Fort Campus) Date: 23/05/2022 Witness-1  Dr. Adwait M. Vaidya 6 Witness-2  Mrs. Smita A. Shinde	Signature  Name: Shri Sudhakar Bonde Designation: Chairman SUDHAKAR BONDE Place: Mumbai (Bhandup) Date Witness-1 Witness-2 ATTESTED  C.K. SABLE NOTARY Government of India. - 2 JUN 2022



- 2 JUN 2022





भारतीय विशिष्ट ओळख प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

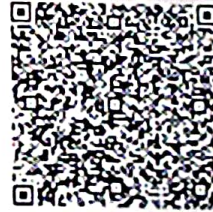
नॉदविण्याचा क्रमांक / Enrollment No 2017/90366/01563

To,
मुधाकर बोंडे
Sudhakar Bonde
S/O: Dodhu Bonde
A-3/701 Vikas Complex
LBS Marg
Castle Mill Compound Thane West
Thane
Thane Thane Thane
Maharashtra 400601
9820604577

Ref: 172 / 18C / 280982 / 282171 / P



SH298320421DF



आपला आधार क्रमांक / Your Aadhaar No. :

2521 1452 3630

आधार — सामान्य माणसाचा अधिकार



भारत सरकार

GOVERNMENT OF INDIA



मुधाकर बोंडे
Sudhakar Bonde

जन्म वर्ष / Year of Birth : 1951

पुरुष / Male



2521 1452 3630

आधार — सामान्य माणसाचा अधिकार

भारत सरकार

Government of India

सुधीर शरदचंद्र पुराणिक

Sudhir Sharadchandra Puranik

जन्म तारीख/DOB: 08/06/1966

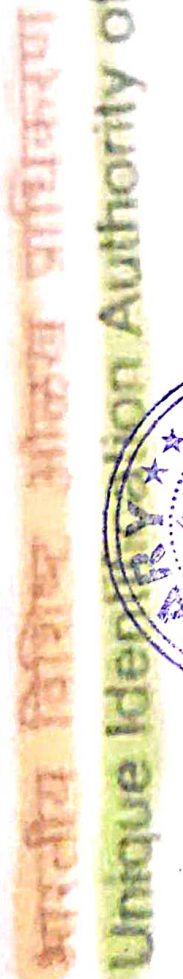
पुरुष/ MALE



7259 9954 2149

VID: 9181 7932 4560 6575

माझे आधार, माझी ओळख



Unique Identification Authority of India

पुणे विभागाक नगरपाली, सुधागड, रायगड
नगर - 410205

Address:

Dhundivinayak Nagar, Pali, Sudhagad,
 Raigarh,
 Maharashtra - 410205

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VAD: 9181 7932 4560 6575



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