



महाराष्ट्र MAHARASHTRA

2021

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made at Mumbai on this 15th day of December, 2021 by and between University of Mumbai, a state-owned university having its office at Mahatma Gandhi Road, Mantralaya, Fort, Mumbai- 400001, hereinafter referred to as 'MU' which expression shall unless repugnant to the meaning or context thereof include its successors, administrators, legal representatives and assigns of the FIRST PARTY;

AND

Central Institute of Fisheries Education, Mumbai (hereinafter called "CIFE") is a Deemed to be University and institution of higher learning for fisheries science in Mumbai, India. CIFE has over five decades of leadership in human resource development with its alumni aiding in the development



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of fisheries and aquaculture worldwide, producing notable contributions to research and technological advancements to its credit, represented by its **Vice Chancellor**, 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 **Central Institute of Fisheries Education, Mumbai** (hereinafter called "**CIFE**") are hereinafter collectively referred to as '**Parties**' and individually as '**Party**'.

WHEREA the University is one of the oldest and premier Universities in India. It was established in 1857 consequent upon "Wood's Education Dispatch", and it is one amongst the first three Universities in India. The University was accorded 5-star status in 2001 & 'A++' grade status in September 2021 by the National Assessment and Accreditation Council (NAAC). It has been granted University with Potential for Excellence (UPE) status by UGC and PURSE Scheme by DST.

Central Institute of Fishery Education, Mumbai CIFE was instituted in 1961 originally as an in-service training centre to impart proficient training and education to fisheries professionals so as to equip them to face the growing challenges in the fisheries sector. Taking its efforts of almost twenty years into consideration, CIFE came under the administrative control of the Indian Council for Agricultural Research. It was then conferred Deemed University status in 1989 by the University Grants Commission. As such, CIFE incorporated provisions for both research and education in its mandate. It has since made significant contributions toward enriching the quality of fisheries education in India. As per the letter dated 10 November - 2017, University Grants Commission, the higher education authority, the word University has been dropped from the CIFE name and it was replaced by Deemed to be university.

WHEREAS PRESENT collaboration is essential to promote academic and research association which will facilitate exchange of ideas, development of new knowledge, and enhance high quality research acumen between the PARTIES.

Both the parties wish to initiate collaboration in the areas of mutual understanding in education and research in different disciplines of Agricultural Sciences and other allied fields. Therefore, both parties agree to establish a programme for academic co-operation in areas of mutual interest in accordance with terms and conditions set forth in this memorandum of understanding (MoU).



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

Objectives

The goal of this MOU is to have collaboration, provide opportunity for student community and to facilitate advancement of knowledge on basis of reciprocity, mutual benefits and frequent interactions. MU and CIFE agree to explore the possibilities of engaging in the following modes of collaboration:

- Collaborations, Engagements and Exchanges between the Centre of Excellence in Maritime Studies (CEMAS), Ratnagiri Subcampus, Sindhudurg Subcampus of MU and CIFE.
- Exchange of information on teaching, research, extension, learning materials and other literature relevant to their educational and research programs.
- Joint organization of seminars conferences, short term educational programmes on topics of mutual interest by extending invitations to each other's faculty to participate there in.
- Joint proposal and engagement in research and teaching while extending invitation to each other's faculty.
- Exchange of facilities available at both the Organizations for academic, research and undertaking projects.
- To start collaborative research projects for strengthening the research in various disciplines of mutual interest between both the Organizations.
- Exchange of students and research scholars for the purpose of education and research
- To make reciprocally, provision for in-service staff of MU/CIFE for admission into Ph. D. program in CIFE/MU under the provisions in their respective ordinances.
- To allow the faculty of CIFE/MU to be on the advisory committee of Board of Studies (BoS) for different programs offered by both universities.

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 the First Party (University of Mumbai). 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.

COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) will be constituted with members from both the parties as under to ensure implementation of this MoU. From MU, SCC will be chaired by Pro-VC or his nominee. SCC will review the progress of the work periodically, at least twice a year.

Confidentiality

Both Parties acknowledge that they are bound by confidentiality provisions with respect to the Memorandum of Understanding and shall keep its contents confidential.

All information and documents to be exchanged pursuant to this MoU shall be kept confidential by the PARTIES and will be used subject to such terms as each PARTY may specify. The PARTIES will not use the information for purposes other than that specified without the prior written consent of the other PARTY.

All confidential information shall remain the exclusive property of the disclosing PARTY. The PARTIES agree that this MoU and the disclosures of the confidential information do not grant or imply any license, interest or right to the recipient in respect of any intellectual property rights of the other PARTY.

Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the PARTIES and exchanged under the supervision of this MoU will not be transmitted to a third party, unless otherwise agreed by the PARTIES

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.

Intellectual Property

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.



Notwithstanding the above, it is specifically agreeing that it either party shall not use the logo or trademark belonging to the other Party in any manner whatsoever, without the prior written consent of the First Party.

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 may be extended by mutual consent of the Parties.

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 mutual agreement in writing without any liability on either party. Either of the Parties may terminate the MoU 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.

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 hereinabove written.

SIGNED, SEALED AND DELIVERED

University of Mumbai	CIFE
	
Sudhir Puranik	Dr. N. P. Sahu
Registrar	Director (Acting)

For Party 1

Dr. Anuradha Majumdar

Witness:

For Party 2



Witness Aparna Chaudhary