



महाराष्ट्र MAHARASHTRA

2021

BH 606602



श्री. सी. टी. आर्नेकर

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's Centre for Excellence in Maritime Studies (CEMAS) through 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

MICROTECH GLOBAL FOUNDATION (MTGF), (Unit No. S-35, 2nd Floor, Glomax Mall, Plot NO.17, Sect.-2, Kharghar Railway Station Road, Navi Mumbai – 410210, Tel: 022-20870812) a Development Think Tank for Global growth (hereinafter referred to as 'Second Party' which

[Signature]

[Signature]



जोड़पत्र - २ Annexure - II

मुद्रांक विक्रि नॉट वही अनु. क्रमांक/दिनांक
(Serial No./Date)

116

दस्तावेज प्रकार
(Nature of document)

MoU

दस्तावेज किस प्रकार का है
(Whether it is for the purpose of)

YES/NO

विशेष नोट (Remarks)

8 DEC 2021

Sudhir Parganih

MM32

दस्तावेज किस प्रकार का है

MTAF

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

दस्तावेज किस प्रकार का है

आरती वसंत वाघमाटे

परवाना क्रमांक: ००००००००
मुद्रांक दि. ०८ डिसेंबर/२०२१: मुद्रांक नं. ११६/२०२१
गठित पक्ष: को-ऑपरेटिव सोसायटी लि.
हार्ड कोर्ट, एक्सप्रेस पिन कोड, लक्ष्मी नगर, गांधी नं. २३
कोर्ट, मुंबई - ४०० ०३२.

जमा कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्याबद्दल ६ महिन्यात वापरणे बंधनकारक आहे.

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 MICROTECH GLOBAL FOUNDATION (MTGF) are hereinafter collectively referred to as 'Parties' and individually as 'Party'.

WHEREAS 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.

WHEREAS MICRO TECH GLOBAL FOUNDATION (MTGF) is a non-profit, self-sustaining organization that aims at enhancing the skills and capacities of the people and providing opportunities to upgrade the lives of people to be effectively integrated into the global society. Headed by Dr. P. Sekhar who has authored over 120 books on National Growth through the doctrine of Secured Governance wish to create a fundamental change in the lives of the people by developing their potential and achievement whilst also supporting their pursuit of academic excellence with a Happiness Index. MTGF spearheads Unleashing India, Global Smart City Panel with Elite eminent members and actively promotes R & D, Global Funding initiatives and assists in proper policies which would allow students to be Global citizens to participate fully in society as valued, respected and contributing members.

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

Objective

The scope of MOU is to promote the '**Blue Economy**' is an emerging concept which encourages better stewardship of our ocean or 'blue' resources. Our coasts and seas have the potential to deliver sustainable growth and jobs in the upcoming years and contribute towards the Green Deal objectives. A competitive, resilient and socially fair blue economy needs highly qualified and skilled professionals. Many blue economy sectors have difficulties to find the right people. The



current situation, e.g., COVID-19, increases the job loss & economic challenges even more. It aims to develop and implement concrete actions to close the skills gap, tackle the unemployment challenge and raise the attractiveness of "blue careers" among students and young professionals.

Obligations of First Party

First Party (MU) agrees to undertake:

1. Interdependency of Blue industries, marine and freshwater ecosystems, and societies who depend on them.
2. Interpret challenges that come with the increase in the economic value of the Blue Sector and the increasing threats on the water-based mediums.
3. Alternative economic approaches in addition to traditional economic analysis.
4. Different economic actors and stakeholder groups in Water-based industries
5. Sustainable economic development in coastal and inland water communities
6. Inter-disciplinary analysis of value chains in the Blue Economy related industries
7. Blue Growth Strategy and Blue Innovation Plan.
8. Assessing and Mapping Blue Hazards related to Coastal Flooding and Storm Surges.
9. Blue Economy Sustainable Management & Economic growth.
10. Scientific Innovation and new Technology of the Blue Industry.

Obligations of Second Party

Second Party (MTGF) agrees to undertake

1. Review Blue Economy concepts to understand Blue Ecosystems as habitat for Earth's biodiversity, including humans.
2. Provide Blue Economy related industries and sustainable use of marine & inland water resources.
3. Detailed syllabus for Blue Economy
4. Water loss prevention with optimum use including desalination
5. Rainwater harvesting
6. Preventive forensic & Water Supply management
7. Water theft investigation and management
8. Water fingerprinting and profiling



9. Environment Forensic
10. Water based Crime and Control
11. AI in water management.

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. SCC will be chaired by Pro-VC or his nominee. SCC will review the progress of the work periodically, at least twice a year.

ACADEMIC AND RESEARCH PROGRAM ON THE FOLLOWING:

1. Exploration and Exploitation of Undersea Resources in the Coastal Waters and Freshwater Systems.
2. Data Analytic Framework for Enhancing Livelihood of Coastal Communities.
3. Digital Ocean Framework for Effective Maritime Governance.
4. Effective Water Resource Management.
5. Environmental Impact Assessment for activities across stakeholders in the Maritime Domain.

SCOPE AND TERMS OF INTERACTIONS

Both University and MTGF shall encourage interactions between the students, engineers, professionals, management consultants, research fellows and faculty members of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon.
- b) Organization of joint conferences and seminars.



- c) Joint guidance of student projects/thesis in analytics and data science or any other areas of interest at Institute by MTGF on mutually agreeable terms.
- d) MTGF would accommodate students from any school of science, engineering, commerce, economic and management under Institute umbrella across campus who have completed certification program or about to complete in such a number that MTGF deems convenient to it for the purpose of imparting training and/or employment.
- e) MTGF may seek assistance/guidance of Institute faculty member/s in product/process modification, modernization, trouble shooting and advisory consulting.
- f) Would allow visits of students for half/full day to provide them with an exposure to various departments/ branches / offices and its functioning on mutually agreeable terms.
- g) MTGF may showcase its developmental activities at the seminar, workshop, conference etc. at Institute campus as mutually agreed upon.
- h) MTGF may avail library, Internet, computational facilities at Institute.
- i) The students will carry out part of their Ph.D. research work or graduate/master project at Institute and MTGF depending on the nature of the work as per rules of the respective organization and depending on facilities and requirements on mutually agreeable terms.
- j) There will be no restriction on the contents of the thesis, project dissertation and/or publication of results from assignments, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- k) Both Institute and MTGF will be free to independently carry out follow-up research on the thesis work, project work or assignments conducted under this program.
- l) If the outcome of a project related to product/service development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case-to-case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case-to-case basis after mutual consultation.
- m) Supervisors / Faculty/ Employee/ Steering committee from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts



put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which Intellectual Property Rights (IPR) needs be claimed.

- n) Neither of the organization will publish the work carried out under this MoU without knowledge and mutual consent of the other party.
- o) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

Confidentiality Both Parties acknowledge that they are bound by confidentiality provisions with respect to the Memorandum of Understanding and shall keep its contents confidential. 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 the public domain before the disclosure thereof.
- ii. information which enters 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.

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.

 Page 6 of 9

- 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

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

Centre for Excellence in Maritime Studies, University of Mumbai	MTGF
	
Sudhir Puranik	Dr. P. Sekhar
Registrar	Chairman

For Party 1

Dr. Anuradha Majumdar

Witness:

For Party 2

SUSHTIL CHAVAN

Witness