



महाराष्ट्र MAHARASHTRA

2023

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MEMORANDUM OF UNDERSTANDING

between

University of Mumbai, Mumbai

and

Oil Technologist's Association of India – Western Zone

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८००००९७

10 OCT 2023

सक्षम अधिकारी

श्रीमती सुषमा चव्हाण

The University of Mumbai is one of the oldest and premier Universities in India. It was established in 1857 and it is one amongst the first three Universities in India. The University has always given its best to the country in general and to the city of Mumbai in particular by enthusiastically shouldering an ever-growing load of social values and opportunities. The University has 837 affiliated colleges and 54 teaching departments. The University has 54 postgraduate University departments, three centres and an institute that offers certificate, diploma and vocational programmes and conduct research relevant to the social, constitutional, regional and cultural needs. It offers 400+ undergraduate / postgraduate programmes and professional programmes out of which 126 undergraduate and postgraduate (excluding pre-doctoral and doctoral) programmes are offered by University departments. The University of Mumbai's jurisdiction extends across a vast geographical region from the megapolis of Mumbai to the Mumbai Suburban region, Thane district and other districts of Konkan Revenue Division.

The Oil Technologists' Association of India Western Zone (OTAI-WZ) was established in 1960 under the leadership of late Prof. J. G. Kane with initially just 16 members. Over the last 5 decades, OTAI-WZ has grown from strength to strength under the inspiring leadership of the past eminent Presidents and today has a membership of over 700, which is the highest among the 5 zones of OTAI. OTAI WZ has played an active role in furthering the objectives of the Association since its inception. The zone has organized over 27 refresher courses / workshops and 34 Seminars on national and international Scale from 1968. The Western Zone is able to function efficiently due to the tireless efforts put in by the office bearers and other executive committee members many of whom also took additional responsibility as Conveners of the sub-committees of the conference. Due to its varied activities, OTAI WZ was able to have its impact on the development of several technologies, research activities, implementation of essential fiscal measures and imparting technical training to the personnel associated with the oil Industry. The Oil Technologists' Association of India (OTAI), founded in 1943 is a premier organization of technologists, research chemists, managers, engineers and industrialists working for the production, processing and research on oilseeds, oils, surfactants and allied products. It has membership of over 1600 from all over the world. The Association functions through five autonomous zones, viz. Central at Kanpur, Northern at New Delhi, Eastern at Kolkata, Western at Mumbai and Southern at Hyderabad. The activities of the zones and the central committees are coordinated by the OTAI head quarter at Harcourt Butler Technological Institute (HBTI), Kanpur. The foremost aim of the Association is to promote advancement of the knowledge in the fields of chemistry and technology of oils, fats, surfactants and related products. It also aims to raise the status and professional competence of its members. It also endeavours all-round rational economic development of the oils and fats resources of the country and their utilization. The Association publishes a quarterly journal, the Journal of Lipid Science and Technology, which is of international repute.

THIS AGREEMENT, entered into this October 19, 2023 by and between Oil Technologist's Association of India–Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra.

WITNESSETH THAT:

WHEREAS, Oil Technologist's Association of India – Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to enrich their educational opportunities for affiliated colleges, institutes, university academic departments, students and faculty and to advance their pursuit of research and discovery; and

WHEREAS, Oil Technologist's Association of India – Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to seek truth, encourage intellectual inquiry and share knowledge; and

WHEREAS, Oil Technologist's Association of India – Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to strengthen and expand the mutual contacts between the two universities; and

WHEREAS, Oil Technologist's Association of India – Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra desire to provide for a variety of collaborative opportunities for faculty and students at the two universities on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are here by acknowledged, it is mutually agreed as follows:

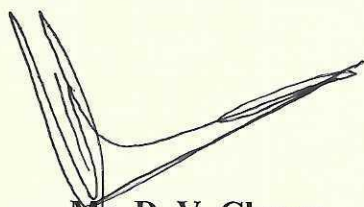
1) Scope of Agreement

- a. Areas of collaboration may be proposed by either institution and may include, but are not limited to:
 - i) Joint academic programmes
 - ii) Credit transfer academic programmes
 - iii) Short-or long-term student exchange
 - iv) Internship programmes
 - v) Joint teaching and research activity
 - vi) Joint cultural activity
 - vii) Mobility of faculty, scholars, and students between institutions
 - viii) Faculty professional development
 - ix) Sharing or creation of educational materials and resources
 - x) Exchange of scientific instruments and technology
 - b. Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.
 - c. All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.
- 2) Period of Agreement**-This Agreement shall be effective upon the date of final execution and will remain in force for a period of 5 years. Either institute may terminate the agreement by providing notice to the other party in writing.
- 3) Notices**-Any required notice under this agreement is to be sent as follows:
- a. If to Oil Technologist's Association of India; (Western Zone)
 - b. If to University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra, Mumbai,
- 4) Activities Under This Agreement** - It is expected that activities taking place under this Agreement will be initiated primarily by academic units within each university, and in coordination with their respective administrative units concerned with international activities. All activities undertaken must conform to the policies and procedures in place at each institution. For Oil Technologist's Association of India, faculty and student exchanges will follow university guide lines.
- 5) Planning and Management of Activities** - Each distinct collaboration program or activity will be described in a separate Activity Agreement drawn up jointly and signed by authorized signatories of each party. Such agreements will specify the names of those individuals on each campus responsible for the implementation of the program and set forth all terms and conditions associated with the activity. The parties understand that each Activity Agreement may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that either Party may be required to contribute. Therefore, Oil Technologist's Association of India – Western Zone reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for Oil Technologist's Association of India – Western Zone. The University of Mumbai also reserves the right to perform a separate risk assessment on the legal, tax and other liabilities that may arise under each Activity Agreement and to structure its deliverables under the Activity Agreement in a way that maximizes the cost and liability efficiencies for University of Mumbai.

- 6) **Funding of Activities** – Activity Agreements should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any out side funding which may be needed. Projects requiring funding must be approved by the appropriate authorities of both institutions.
- 7) **Non-discrimination** – Oil Technologist’s Association of India – Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra agree that no person shall on the grounds of race, religion, colour, sex, age, national origin or ancestry, genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran be excluded from participation under the terms of this Agreement.
- 8) **Use of Name**-University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra will not use the name or logo of Oil Technologist’s Association of India, nor of any member of Oil Technologist’s Association of India’s – Western Zone program staff, in any publicity, advertising, or news release with out the prior written approval of an authorized representative of Oil Technologist’s Association of India – Western Zone will not use the name or logo of University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra, or any employee of University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra in any publicity, advertising, or news release without the prior written approval of University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra.
- 9) **Modification**–
The terms of this Agreement may be changed or modified only by written amendments signed by authorized persons of the parties here to.
- 10) **Prevailing Language** - Should this document be executed in two languages; the English version of this Memorandum of Understanding represents the understanding of both Parties. Any other version is provided as a translation. In the event of a conflict between the two versions, the English version will prevail.
- 11) **Non-Binding** – Except with respect to Section VII (Use of Name) and Section XI (FCPA), this Agreement is non-binding and solely for the purpose of establishing a basis upon which Oil Technologist’s Association of India – Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra will continue discussions. Either Oil Technologist’s Association of India – Western Zone or University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra may at its sole discretion terminate discussions for any reason by giving written notice of termination to the other. In the case of a dispute that arises relating to any aspect of cooperation under this Agreement, the parties may attempt to resolve such dispute through friendly negotiation, or either party may elect to terminate the agreement pursuant to the previous provision. Upon termination, the parties will have no further obligations hereunder.
- 12) **Notice** - Any notices sent pursuant to this Agreement shall be sent in writing. Delivery of any notice shall be deemed effective five (5) days after mailing or on the date delivered if by personal delivery.
 - a. If to University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra, 400032 India; Attn: Registrar, University of Mumbai.
 - b. If to Oil Technologist’s Association of India – Western Zone
C/O Oils, Oleochemicals and Surfactant Technology
Nathalal Parekh Marg, near Khalsa College, Matunga East, Mumbai,
Maharashtra 400019

IN WITNESS WHERE OF, Oil Technologist's Association of India – Western Zone and University of Mumbai, Mahatma Gandhi Road, Fort, Mumbai, Maharashtra have executed this Agreement as of the date first above written.

Signing for
Oil Technologist's
Association of India – Western Zone



Mr. D. V. Chame
Vice President (Elected)
Oil Technologist's
Association of India – Western Zone

Date: October 19, 2023

Signing for
University of Mumbai,
Mahatma Gandhi Road,
Fort, Mumbai



Prof. (Dr.) Sunil Bhirud
Registrar,
University of Mumbai

Date: October 19, 2023