



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००२०
- 8 SEP 2023
सक्षम अधिकारी

MEMORANDUM OF UNDERSTANDING

श्रीमती सुहासिनी पवार

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

University of Mumbai

(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;

1/12

AND

Swaminarayan Vidyapith, a public charitable trust registered under the Bombay Public Trusts Act, 1950 (registration number E-15170/Amdavad), having its office at Shahibaug, Ahmedabad – 380 004, India, hereinafter referred to as the “**Trust**” (which expression unless repugnant to the context or meaning thereof be deemed to mean and include the Trustees or Trustee for the time being of the said trust and the survivors or survivor of them and the heirs, executors and administrators of the last surviving Trustee of the Trust) of the SECOND PART.)

University of Mumbai and Swaminarayan Vidyapith 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 is a public Charitable Trust registered under the Bombay Public Trusts Act, 1950, now Gujarat Public Trusts Act since 1960, engaged in various humanitarian activities, with a focus on education.

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

OBJECTIVE

Mumbai University is always concerned and interested in the overall development of students. As Integrated Personality Development Course (IPDC) is meant for that, the University desire to enter into an Memorandum of Understanding with trust for implementing the course successfully at the University campus and affiliated colleges.



OBLIGATIONS OF FIRST PARTY

First Party agrees and undertake :-

1. On the terms and conditions more particularly set out hereunder and subject to the First Party's compliance with its obligations under this Memorandum of Understanding, the Trust hereby grants a non-exclusive (subject to the terms contained herein), restricted, revocable, non-transferable, non-sublicensable, non-assignable license to the First Party to use the Course Materials for the sole purpose of implementing the IPDC at its establishment.
2. University shall ensure and undertakes that no part of the IPDC Programme either in whole or in part shall be used in contravention of the terms contained herein. In the event of a breach of any of the conditions of this Memorandum of Understanding, the Memorandum of Understanding shall stand terminated and cease to be operative and further Trust to prevent further detriment to itself, shall enforce upon University to forthwith suspend, remove or undo the wrong and in case of continuity and/or failure to prevent recurrence thereof by University, Trust shall be entitled to exercise all rights and remedies available under the applicable laws to protect itself.
3. University shall ensure that IPDC as a course shall carry due credits for the students, which shall form a part of and be mentioned on their semester / annual mark-sheet.
4. University or respective institutes/colleges shall provide all necessary details of the Colleges, students enrolled for the IPDC course, and faculties/instructors delivering IPDC course at university campuses/affiliated institutes/colleges to Trust, for every batch, in the format required by the Trust. IPDC Coordinators, faculties and students



need to be registered for that at IPDC portal provided by Trust or any other entity as may be designated by Trust for this purpose.

5. University shall encourage feedback for the course to be submitted by students/faculties to Trust, whether through Course Instructor/faculties or online or by any other means.
6. Based on the number of students enrolled for the IPDC, Trust recommends to University to keep the maximum batch size (i.e. students per class) to 60 for effective delivery of content and necessary interactions with students and to appoint one person as Course faculty/instructor/lecturer for every class for conducting the IPDC, who is interested in imbibing values in students' life and proficient enough to take the IPDC. Trust also recommends appointing one or more person as IPDC Coordinator for each affiliated institute/college of University to coordinate the IPDC course. However, The number of Course Instructors/Lecturers/Coordinators and the terms of their appointment shall be the prerogative of the University/respective institutes. The Trust shall have no direct or indirect role in the selection, in appointment, dismissal, and terms of appointment of such Course Instructor/Lecturer/Coordinators except of Advisory nature. University being the Employer shall have the right to remove any of the Course Instructor/Lecturer/Coordinators for any reason whatsoever. It is hereby clarified that the costs and expenses incurred for the appointment of the Course Instructor/Lecturer/Coordinators (including expenses relating to their salary, accommodation, food, etc.) shall be borne by University.
7. The Course Instructor/Lecturer/Coordinator shall be required to undergo training/faculty-workshops as provided by the Trust or any other entity as may be designated by Trust for better conducting the IPDC and improving the performance. Such training shall be organised by the Trust, for 1 to 4 days which may be conducted either once or twice in a year.



8. University/affiliated Institutes shall provide for all required infrastructures including necessary class-rooms and technical facilities such as projector, projector screen, printer, audio system, computer system or laptop, internet connection, etc. to the Course Instructor/Lecturer/Coordinators to enable imparting IPDC course to the students.
9. University acknowledges that any permitted use of the IPDC programme being Intellectual Property Rights of Trust as agreed under this Memorandum of Understanding, shall not, at any time, confer or devolve any right, title or interest unto and in favour of University other than rights of permitted uses. Subject to the rights granted under this Memorandum of Understanding, University shall not use IPDC Programme and Intellectual Property Rights arising thereto in any manner without the express written permission of Trust or by any other entity as may be designated by the Trust except the right of University of permitted use of the said programme.
10. The IPDC programme including the Course Materials made available by Trust to University shall be used by Respective Institutes solely and strictly in accordance with this Memorandum of Understanding and the same cannot be shared in any manner, given access to or used by any other person unless specifically permitted by Trust in writing. If any additional use of the Course Materials beyond the scope of this Memorandum of Understanding is required by University or affiliated institutes, the same shall be discussed and mutually agreed by the Parties in writing.
11. University shall provide to the Trust with prompt written notice of the occurrence of any event which could jeopardize or materially impact its ability to perform its obligations under this Memorandum of Understanding in a timely manner.
12. University and Respective Institute undertakes that Course Material and IPDC programme shall be under exclusive use and control of University



officials and its affiliated colleges, it shall be responsible to Trust for any unauthorized use of IPDC programme by any other person.

13. University covenants that the IPDC programme including Course material i.e. IPDC Workbooks designed and presented by the Trust or by any other entity as may be designated by the Trust has the approval of the University.
14. For better implementation of the course, university/affiliated colleges will support in terms of sending necessary announcements / notices / circulars / exam-schedules or any other official documents to official correspondence of IPDC, which could apply to IPDC faculty or students for the course, released by university or affiliated colleges.

OBLIGATIONS OF SECOND PARTY

Second Party agrees that:-

- 1.1. The Course Materials will be prepared in accordance with the terms of this Memorandum of Understanding. The Second Party agrees to discuss with the First Party and consider suggestions made by the First Party and its affiliated institutes while updating the Course Materials. However, such suggestions shall not be binding on the Second Party and the Second Party shall have the sole and exclusive right to determine the content of the Course Materials. The Second Party shall also have the right to remove or exclude any content of the Course Material at its sole discretion.
- 1.2. Second Party assures First Party that the IPDC Programme Course Materials, including the videos, are prepared as to be eligible for its registration under the provisions of the Copyright Act, 1957 and IPR Act 2011, as amended from time to time. However, non-registration of such IPDC Programme, does not vitiate any of the terms of this Memorandum of Understanding to the benefit of First Party.



- 1.3. SECOND PARTY will provide a digital portal that will be used for the delivery of the IPDC. This digital portal will be used to present the lecture videos and other lecture content. This will allow for automacy and fluency in the learning and teaching process. SECOND PARTY will provide these digital systems free of charge and the First Party will approve and will give assistance in the implementation of its use.
- 1.4. The Second Party agrees not to charge any fee (or amount) towards the course development, operational cost, running cost and implementation costs of IPDC at University.
- 1.5. All the material necessary to deliver IPDC lecture for registered IPDC faculty/Instructor including video-content, Teacher's guide, question-bank, etc. will be provided free of cost by the Second Party.
- 1.6. Each student shall be provided with the study material as printed copies at MRP of the book. Packaging and Shipping charges will be charged by courier services additionally. Any taxes as applicable shall be charged additionally. First Party shall not have any financial obligations and procedural interventions in this matter. It is hereby clarified that the term "student" refers to those persons that take the IPDC course as hosted by the First Party.
- 1.7. All Intellectual Property Rights arising and/or subsisting in or used in connection with the development of the IPDC programme, vest in and shall remain the sole property of the Second Party.



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 Memorandum of 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) has been constituted with members from Department of University of Mumbai and members as hereunder to ensure implementation of this Memorandum of Understanding. SCC will be chaired by Vice Chancellor/Pro-VC or their nominee.

University of Mumbai	Particulars
VC/Pro-VC (Chairman)	GM, R&D, SMA
Head, Dept	Shri _____
Prof.....	Shri _____
A Member of Management Council of the University	Shri _____

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.



- a. 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 Memorandum of Understanding 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.

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.

- a. 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.



- b. All Intellectual Property Rights arising and/or subsisting in or used in connection with the development of the IPDC programme, vest in and shall remain the sole property of the Second 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 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.

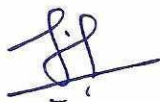
Amendment

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 ____ years from the date of its execution. The term of the Memorandum of Understanding can be extended by mutual consent of the Parties.

All provisions of this Memorandum of Understanding shall be severable. The relations between the parties hereto in relation to this Memorandum of



Understanding shall be that of the Licensor and the Licensee and nothing herein contained shall be deemed to create an agency, partnership or franchise relation between the Parties hereto. Neither Party shall have any power or authority to bind the other in any arrangements, contracts or similar relationships with or to any third party.

Termination

Either of the Parties shall terminate this Memorandum of Understanding without cause by giving 3 months' notice in writing to other party. However, if this Memorandum of Understanding 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.

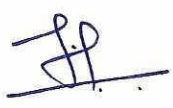
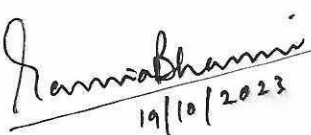
Counterparts

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

FOR AND ON BEHALF OF UNIVERSITY OF MUMBAI, FORT CAMPUS, MUMBAI 400094, MAHARASHTRA	FOR AND ON BEHALF OF SWAMINARAYAN VIDYAPITH, SHAHIBAUG, AHMEDABAD – 380 004, INDIA,,
Signature 	Signature 
Name: Prof. Sunil Bhimud	Name: AR. ANISH MISTRY
Designation: Registrar	Designation: ARCHITECT.
Place: Mumbai	Place: MUMBAI
Date: 19 th Oct. 2023 .	Date 12 th OCT. 2023
Witness-1  19/10/2023 Dr. V. P. Pahl	Witness-1  19/10/2023 PROF. BHAVIN RAVASIA .
Witness-2	Witness-2