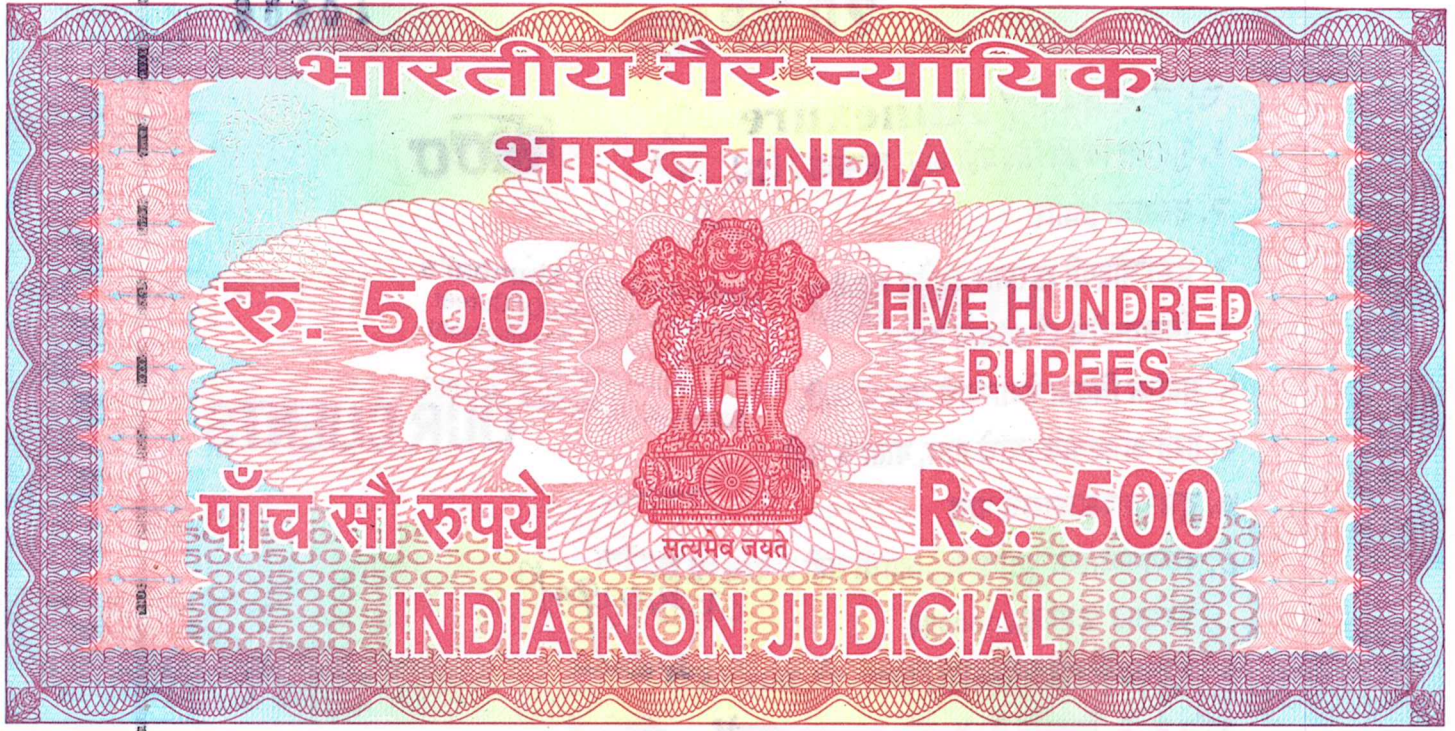




महाराष्ट्र MAHARASHTRA

2023

CB 635645

Memorandum of Understanding

Between

University of Mumbai's Garware Institute of Career Education and Development

Vidyanagari, University of Mumbai, Kalina Campus,
Mumbai 400098, Maharashtra

And

SIDT- SASMIRA (The Synthetic & Art Silk Mills' Research Association),
SASMIRA Marg, Dr Annie Besant Rd, Worli, Mumbai- 400030

For

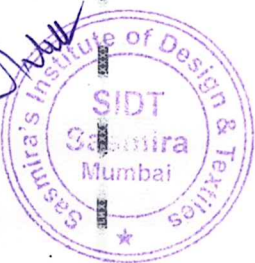
PG Diploma in Apparel Merchandising

September, 2023

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९९

- 5 SEP 2023

श्रीमती एल. एस. साणळे



Memorandum of Understanding between Garware Institute of Career Education & Development, The University of Mumbai, Kalina Campus, Mumbai 400098 and SIDT-SASMIRA, SASMIRA Marg, Dr Annie Besant Rd, Worli, Mumbai- 400030 for PG Diploma in Apparel Merchandising.

This Memorandum of Understanding (MoU) is made on this **25th of September 2023** between Garware Institute of Career Education & Development, University of Mumbai, Kalina Campus, Mumbai 400098, Maharashtra (hereinafter referred to as UM-GICED which expression shall include its successors and assigns) of the ONE PART, and

SIDT-SASMIRA, SASMIRA Marg, Dr Annie Besant Rd, Worli, Mumbai- 400030 (hereinafter referred to as SIDT-SASMIRA which expression shall include its successors and permitted assigns), as the SECOND PART.

PREAMBLE

WHEREAS the University has established Garware Institute of Career Education and Development (UM-GICED) in the year 1984 and started various Undergraduate, Postgraduate, Bachelor and Master courses to train students to meet the demand of diverse Industries.

AND WHEREAS SIDT-SASMIRA has been delivering new age employability skill and competency based education to students to prepare them for the 21st Century and Industry. SIDT-SASMIRA has been recognized globally for its cutting edge courses in areas of design management, fashion communication etc.

AND WHEREAS UM-GICED and SIDT-SASMIRA desire to work together in the common areas of fashion design and textile design.

NOW, THEREFORE, IT IS HEREBY AGREED TO BY AND BETWEEN THE PARTIES TO SIGN THIS MoU AS FOLLOWS:

1. This MoU supersedes all previous correspondences, discussions, understanding and agreement on the subject matter of this MoU.

2. PERIOD OF THE MoU AND ITS EXTENSION

This MoU comes into effect from the date of its signing and will remain in force for Three years. Its validity can be extended by mutual agreement in writing between the two parties.

3. SCOPE OF COLLABORATION

UM-GICED and SIDT-SASMIRA desire to work together in the common areas of mutual interest as under:

- a. Post Graduate Diploma in Apparel Merchandising.

4. ROLES AND RESPONSIBILITIES OF UM-GICED

- (a) Conduct entrance test and prepare list of eligible candidates.
- (b) Admission of the students as per the University rules.
- (c) Enrolment and collection of fees.
- (d) Provide orientation to enrolled students.
- (e) Maintain attendance register and prepare defaulter list.
- (f) Conduct examination and evaluation.
- (g) Declaration of results.
- (h) Provide advice / guidance to the SIDT-SASMIRA on training imparted to students.
- (i) Revise the Curriculum from time to time in order to improve the quality of education with changing times.
- (j) UM-GICED reserves its right to inspect the training premises of SIDT-SASMIRA.



5. ROLES AND RESPONSIBILITIES OF SIDT-SASMIRA

- (a) Provide skill training and professional training to students covered under this MOU.
- (b) Provide all infrastructural facilities and trained manpower as required for (a).
- (c) Expenses toward use of infrastructural facility, faculty salary and other operational expenses such as costs of internship will be borne entirely by SIDT-SASMIRA Academy.
- (d) Monitor student's internship on regular basis.
- (e) Assist UM-GICED in paper setting and evaluation of paper setting at remuneration fixed by the University.
- (f) SIDT-SASMIRA will seek prior approval of UM-GICED for any publicity material related to the collaborative program under this MOU. It is expressly understood by SIDT-SASMIRA that the arrangement under this MOU is of Collaborative nature and it does not grant University's affiliation to SIDT-SASMIRA.
- (g) In the event SIDT-SASMIRA desires to shift its training premises to another location or start a new campus it will be done with prior permission from UM-GICED and recommendation of the local inquiry committee constituted for this purpose.
- (h) SIDT-SASMIRA shall assist students in seeking employment after completion of the course successfully.

6. DELIVERABLES AND MILESTONES

- (a) This course will generate trained man power with employability in fashion designing and textile industry.

7. FINANCIAL TERMS AND ARRANGEMENTS

- (a) The fees as approved for the courses will be collected from students in a "Designated Account named "GICED".
- (b) Fees Collected (net of scholarships / waivers / discounts) for the Courses will be shared between the parties as per (c) below. ("Fee Share"). Fee will be shared

by UM-GICED as its aggregate share as per the Collaboration Agreement (including all payments and operation expenses towards running of the course at all the Campuses, Admission related charges, Examination fees, University charges, curriculum approval, any present and future taxes etc.) from the Designated Account.

- (c) From the Amounts Collected in the Designated Account for the courses offered by UM-GICED, Bank will transfer/retain Thirty percent (30%) to UM-GICED in its Designated Bank Account and Seventy Percent (70%) to SIDT-SASMIRA in its designated Bank Account pursuant to the Collaboration Agreement entered into between the Parties on a agreed basis. In case the total share of UM-GICED in an Academic year is more than Rupees Fifty Lacs at the above sharing, then the sharing percentage will be considered at Twenty percent as a share of UM-GICED or Rupees Fifty Lacs whichever is more. Any refunds/waivers etc. will be dealt in the same proportion as Fee Share between UM-GICED and the Collaborator.

8. COORDINATION AND PERIODIC MONITORING

A Standing Collaborative Committee (SCC) has been constituted with members from UM-GICED and SIDT-SASMIRA as under to ensure implementation of this MoU. SCC will be chaired by Pro-VC or his nominee.

Garware Institute of Career Education & Development	
Prin.(Dr) Ajay M Bhamare - Chairman Pro- Vice Chancellor University of Mumbai	Dr. Ashok Tiwari, Senior Director of SASMIRA
Dr. Keyurkumar M. Nayak Director – UM GICED	
Professor – University of Mumbai	
A Member of Management Council University of Mumbai	

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

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9. AMMENDMENTS

This MoU shall be the sole repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on UM-GICED and SIDT-SASMIRA unless such amendment is authorized by The University of Mumbai and SIDT-SASMIRA, and is recorded in writing and signed by the representatives of UM-GICED and SIDT-SASMIRA.

10. 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 mutually agreed procedure without any liability on either parties.

UM-GICED, on the advice of the University of Mumbai, may at any time, after three months' written notice, terminate the MoU in whole or in part by requiring SIDT-SASMIRA to discontinue its association with any or all components of work mentioned herein, in which case SIDT-SASMIRA shall have no claim against UM-GICED and the University of Mumbai by reasons of such termination. UM-GICED and the University of Mumbai shall not be liable to any salary, bonus, damages or other claims of SIDT-SASMIRA for loss of expected profit or interest on the incomplete portions of the work/services.

SIDT-SASMIRA may terminate the MoU after three months' written notice only after clearing all dues if any.

Regardless of termination, all students that have enrolled for the programs prior to the date of termination shall remain entitled to complete their respective programs, appear for examinations and receive degrees from University of Mumbai. For the purpose of enforcement of this clause, this Agreement will survive termination for all such students and both Parties will continue to fulfil their respective obligations.

11. NO LIABILITY CLAUSE

UM-GICED and the University of Mumbai shall not be responsible for any loss or damage to SIDT-SASMIRA in respect of the subject matter of the MoU.

12. ASSIGNMENT

This MoU shall not be assignable by either party without the prior written consent of the other except that this agreement shall be automatically binding upon and insure to the benefit of any successor of either party.

13. INTELLECTUAL PROPERTY RIGHTS

The rights in any intellectual property emerging out of the collaborative programme to be carried out under this MoU, will be jointly owned by the University of Mumbai and SIDT-SASMIRA. This however shall not apply to the work done solely by one party.

14. SETTLEMENT OF DISPUTES

If any dispute arises between the two parties to this MoU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible amicably by mutual consultations, failing which, a reference may be made by either party to Vice Chancellor, University of Mumbai, whose decision shall bind the parties finally and conclusively.

15. CONFIDENTIALITY CLAUSE

The term 'Confidential Information' shall mean any information disclosed by one party ("Discloser") to the other ("Receiver"), pursuant to this MoU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as 'Confidential' or 'Proprietary' or in some other manner to its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MoU, provided that such information is designated as Confidential at the time of disclosure and reduced to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.

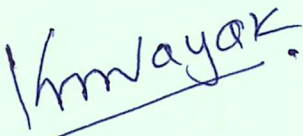
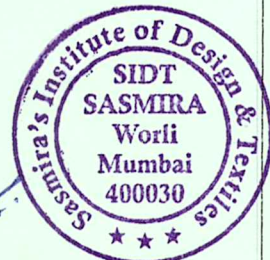
For the term of this MoU, each party shall treat as confidential all information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to

prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's confidential information and shall not disclose such confidential information to any third party under this MoU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed by the other party under this MoU.

16. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligation under this MoU due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, War, Flood, Earthquakes, Strike(s), Lockout(s), Epidemics, Riots, Civil commotion etc. provided on occurrence and cessation of such events, the party affected by these shall give a notice in writing to the other party within one month of such occurrence and cessation. If the majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

IN THE WITNESS OF both parties hereto have set their hands, the date and year mentioned

FOR AND ON BEHALF OF UM-GICED, UNIVERSITY OF MUMBAI, KALINA CAMPUS, MUMBAI 400094, MAHARASHTRA	FOR AND ON BEHALF OF SIDT-SASMIRA
Signature  Name: Dr. Baliram Gaikwad Designation: J/C Registrar, University of Mumbai Fort, Mumbai-400 032. Place: Date:   Witness-1 : Dr. Keyurkumar M. Nayak Director, UM-GICED	Signature  Name: Dr. Ashok Tiwari, Designation: Senior Director of SASMIRA Place: Date :  Witness-1 : Ms. Mousumi Golui, Head of Admin & Examination, SIDT-SASMIRA