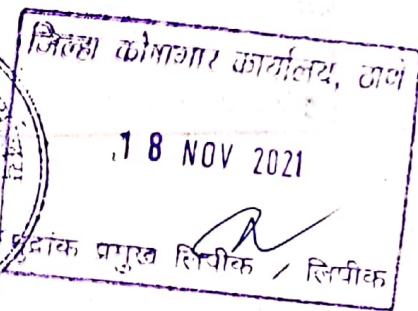


महाराष्ट्र MAHARASHTRA

2021

BG 969069



Memorandum of Understanding

Between

University of Mumbai's Department of Commerce
Vidyanagari, University of Mumbai, Kalina Campus, Mumbai 400098
Maharashtra

And

Vidyalankar School of Information Technology
Vidyalankar College Marg, Wadala (East),
Mumbai – 400037, Maharashtra

For

Certificate Courses listed as:

1. Business Data Analytics
2. Collaborative Business Tools using Office-365
3. Intellectual Property Rights

November, 2021

**Memorandum of Understanding between
Department of Commerce, University of Mumbai, Kalina Campus, Mumbai
400098 and
Vidyalankar School of Information Technology Vidyalankar College Marg,
Wadala (East), Mumbai – 400037, Maharashtra**

This Memorandum of Understanding (MoU) is made this 21st day of November 2021 between Department of Commerce, University of Mumbai, Kalina Campus, Mumbai 400098, Maharashtra (hereinafter referred to as UOM-DoC which expression shall include its successors and assigns) of the ONE PART,

AND

Vidyalankar School of Information Technology, Vidyalankar College Marg, Wadala (East), Mumbai – 400037, Maharashtra (hereinafter referred to as VSIT which expression shall include its successors and permitted assigns), as the SECOND PART.

PREAMBLE

WHEREAS Department of Commerce (UOM-DoC) is engaged in providing instruction for two years course of Master of Commerce (M.Com.) Degree by papers. The Department admits students for research leading to the Ph.D. Degree. A wide range of industrial, banking, finance and business management topics are covered under Ph.D. programme.

AND WHEREAS VSIT a college affiliated to University of Mumbai since 2002 has been delivering new age employability skill and competency-based education to students to prepare them for the 21st Century and Industry 4.0.

AND WHEREAS UOM-DoC and VSIT desire to work together for training in the common areas of Business Data Analytics, Collaborative Business Tools, Intellectual Property Rights.



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 *five* years. Its validity can be extended by mutual agreement in writing between the two parties.

3. SCOPE OF COLLABORATION

UOM-DoC and VSIT desire to work together in the common areas of mutual interest as under:

Certificate Courses listed as:

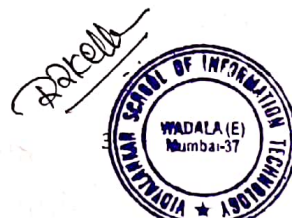
1. Business Data Analytics
2. Collaborative Business Tools using Office-365
3. Intellectual Property Rights

4. ROLES AND RESPONSIBILITIES OF UOM-DoC

- (a) Conduct entrance test and prepare list of eligible candidates (if required in association with VSIT).
- (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 VSIT on training imparted to students.
- (i) Revise the Curriculum from time to time to improve the quality of education with changing times.
- (j) UOM-DoC reserves its right to inspect the training premises of VSIT.

5. ROLES AND RESPONSIBILITIES OF VSIT

- (a) Provide skill training and professional training to students covered under this MOU.
- (b) Provide all infrastructural facilities and trained manpower as required for the purpose specified in clause no. 5 (a) herein above.
- (c) Expenses toward use of infrastructural facility, faculty salary and other operational expenses such as costs of internship will be borne entirely by VSIT.
- (d) Monitor student's internship on regular basis.



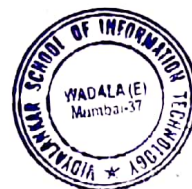
- (e) Assist UOM-DoC in paper setting and evaluation of paper setting at remuneration fixed by the University.
- (f) VSIT will seek prior approval of UOM-DoC for any publicity material related to the collaborative program under this MOU. It is expressly understood by VSIT that the arrangement under this MOU is of Collaborative nature, and it does not grant University's affiliation to VSIT.
- (g) In the event VSIT desires to shift its training premises to another location or start a new campus it will be done with prior permission in writing from UOM-DoC and recommendation of the local inquiry committee constituted for this purpose.
- (h) VSIT shall assist students in seeking employment after completion of the course successfully.

6. DELIVERABLES AND MILESTONES

- (a) This course will generate trained manpower with employability in above said certificate programs.

7. FINANCIAL TERMS AND ARRANGEMENTS

- (a) The fees as approved for the courses will be collected from students by UOM-DOC in the account "*Designated Account named Finance and Accounts Officer, University of Mumbai, Indian Bank Account Number 20059535315 IFSC IDIB000K536, Kalina Branch*".
- (b) Fees Collected (net of scholarships / waivers / discounts) for the Courses will be shared between the parties as per clause (c) hereinafter. ("Fee Share"). Fee will be shared by UOM-DoC 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 UOM-DoC, Bank will transfer/retain Thirty percent (30%) to UOM-DoC in its Designated Bank Account and Seventy Percent (70%) to VSIT in its "*Designated Bank Account named Vidyalankar School of Information Technology, The Cosmos Co-operative Bank Ltd. Account Number 0121001010362, IFSC COSB00000012, Branch Dadar West*" pursuant to the Collaboration Agreement entered into between the Parties on an agreed basis. In case the total share of UOM-DoC 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 UOM-DoC or Rupees Fifty Lacs whichever is more. Any refunds/waivers/scholarships etc. will



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be dealt in the same proportion as Fee Share between UOM-DoC and the Collaborator.

8. COORDINATION AND PERIODIC MONITORING

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

Pro-VC (Chairman)	Prof. Ravindra Kulkarni
Principal , VSIT	Dr. Rohini Kelkar
Head, Department of Commerce, University of Mumbai	CMA Dr. Kinnarry Thakkar
A Member of Management Council of the University	Dr. Ajay Bhamare

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

9. AMENDMENTS

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 UOM-DoC and VSIT unless such amendment is authorized by The University of Mumbai and VSIT, and is recorded in writing and signed by the representatives of UOM-DoC and VSIT.

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 party.

UOM-DoC, 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 VSIT to discontinue its association with any or all components of work mentioned herein, in which case VSIT shall have no claim against UOM-DoC and the University of Mumbai by reasons of such termination. UOM-DoC and the University of Mumbai shall not be liable to any salary, bonus, damages, or other claims of VSIT for loss of expected profit or interest on the incomplete portions of the work/services.

VSIT 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.



Handwritten signature of Rohini Kelkar.

11. NO LIABILITY CLAUSE

UOM-DoC and the University of Mumbai shall not be responsible for any loss or damage to VSIT 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 VSIT. This however shall not apply to the work done solely by one party.

14. SETTLEMENT OF DISPUTES

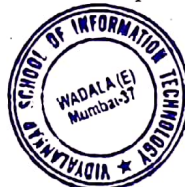
If any dispute arises between the two parties to this MoU regarding implementation of the terms of the MoU or any other matter incidental to or connected with the subject matter of the MoU, such dispute shall be resolved as far as possible amicably by mutual consultations, failing which, a reference 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

Signature










Signature

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 UOM-DoC, UNIVERSITY OF MUMBAI, KALINA CAMPUS, MUMBAI 400094, MAHARASHTRA	FOR AND ON BEHALF OF VSIT
<p>Signature </p> <p>Name: Sudhir Puranik Designation: Registrar, University of Mumbai, Mumbai.</p> <p>Place: Mumbai Date: 21st, November, 2021</p> <p>Witness-1  21.11.21 Witness-2 Abhay I Joshi</p> <p></p>	<p>Signature </p> <p>Name: Dr. Rohini Kelkar Designation: Principal , VSIT</p> <p>Place:  Date:</p> <p>Witness-1  ASIF RAMPURAWALA Witness-2  Dr. Rajendra B. Patil</p>



UNIVERSITY OF MUMBAI'S

Department of Commerce, University of Mumbai

MOU for Approval

Sr. No.	Heading	Particulars
1	Title of the Course	1. Business Data Analytics 2. Collaborative Business Tools using Office-365 3. Intellectual Property Rights
2	Collaborator details	Vidyalankar School of Information Technology Vidyalankar College Marg, Wadala (East), Mumbai – 400037, Maharashtra
3	Eligibility for Admission	Passed HSC or equivalent from recognized board or Diploma
4	Mode of Course	Online / Offline mode
5	Course Duration	1. Business Data Analytics : 40 hours 2. Collaborative Business Tools using Office-365: 30 hours 3. Intellectual Property Rights : 50 hours
6	Level	Certificate
7	Batch – Size	Minimum 25 participants Maximum 50 participants.
8	Status	New
9	Course fees	1. Business Data Analytics – Rs. 3500/- 2. Collaborative Business Tools using Office-365 – Rs. 3000/- 3. Intellectual Property Rights – Rs. 4000/-
10	To be implemented from Academic Year	From academic year 2021-22

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