# Parvatibai Chowgule College of Arts and Science (Autonomous)



Accredited by NAAC with Grade 'A+'
Best Affiliated College-Goa University Silver Jubilee Year Award

# 3.7.2 E-Copies of the MoUs with institution/industry/ corporate house

2022-2023



महाराष्ट्र MAHARASHTRA

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ST. XAVIER'S COLLEGE
(AUTONOMOUS),
MUMBAI, 400001
INDIA



PARVATIBAI CHOWGULE
COLLEGE OF ARTS AND
SCIENCE, (AUTONOMOUS),
MARGAO, GOA,
403602, INDIA

Ananya Da

(Principal)

PARVATIBAI CHOWGULL COLLEGE OF ARTS AND

SCIENCE (AUTONOMOUS), MARGAO, GOA 403602, INDIA

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(Principal)
ST. XAVIER'S COLLEGE (AUTONOMOUS),
MUMBAI,400001, INDIA

# MEMORANDUM OF UNDERSTANDING(MoU) Between

# PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE, (AUTONOMOUS), MARGAO, GOA, 403602, INDIA

#### And

# ST. XAVIER'S COLLEGE (AUTONOMOUS), MUMBAI, 400001, INDIA

This Agreement is made on the 18 day of August 2022 between PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE, (AUTONOMOUS), MARGAO, GOA,403602, INDIA represented by **Dr Ananya Das, Officiating Principal** (hereinafter referred to as "CHOWGULE COLLEGE, GOA") as **the first party** and ST. XAVIER'S COLLEGE (AUTONOMOUS), MUMBAI, INDIA represented by **Dr Rajendra D. Shinde, Principal** (hereinafter referred to as "ST. XAVIER'S COLLEGE, MUMBAI") as **the second party.** 

#### **PURPOSE**

#### Whereas

- a. CHOWGULE COLLEGE, GOAfounded in 1962 (UGC 12B and 2F) is managed and administered by the Chowgule Education Society, and located at Gogol, Margao, Goa India. CHOWGULE COLLEGE, GOA was granted Autonomous status in 2014 for UG and PG degree programs and is affiliated to the Goa University presently. NAAC has accredited the college as 'A+' in the fourth cycle.
- b. CHOWGULE COLLEGE, GOA is desirous to associate with ST. XAVIER'S COLLEGE MUMBAI, on various areas as discussed in the objectives of this MoU, which will be mutually beneficial to both organizations.

#### Whereas

a) ST. XAVIER'S COLLEGE, MUMBAI founded in 1869 (UGC 12 B and 2 F), accredited by NAAC with an A grade in its third cycle of assessment with CGPA 3.63. National Institutional Ranking Framework (NIRF). St. Xavier's

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(Principal)

PARVATIBAI CHOWGULE COLLEGE OF ARTS AND

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(Principal)
ST. XAVIER'S COLLEGE (AUTONOMOUS),
MUMBAI,400001, INDIA

Ananya Das

College, Mumbai, affiliated with the University of Mumbai, conducts the B.A. B.Sc., and B.Com. Government Aided Degree Courses on campus along with the B.A.-M.C.J., B.M.S. and B.Sc. I.T. Degree Courses on a Self-Financing Basis. Masters Courses (Aided) in Botany, Geology, Life Sciences, Microbiology and Ancient Indian History, Culture and Archaeology, M.Sc. (Self-Financing) in Biotechnology, Physics, Big Data Analyticsand M.A. (Self-Financing) in Public Policy, Psychology are also conducted. The University of Mumbai awards Degrees for the above-mentioned courses. Diploma / Certificate courses in Bioinformatics, Clinical Research, Forensic Science and Criminal Law, Gemology & Gem Appreciation, Applied Philosophy and Ethics, Counselling Psychology, Expressive Arts Therapy and Aspects of Ancient Indian History, Culture and Archaeology are also held in collaboration with other institutions or groups.

b) ST. XAVIER'S COLLEGE, MUMBAlis desirous to associate with CHOWGULE COLLEGE, GOA in various areas as discussed in the objectives of this MoU, which will be mutually beneficial to both organizations.

That, relying on the principle of good faith, by which they will carry out all the possible actions for their due fulfilment,

And relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end, they are of one accord in entering this MoU

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

# 1. OBJECTIVE:

The parties agree that objective of the present MoU is to establish a cooperationprogram toprovide collaborative platform to students, academics and researchers for the promotion and development of their respective areas of interest.

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PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE (AUTONOMOUS), MARGAO, GOA 403602, INDIA (Principal)

ST. XAVIER'S COLLEGE (AUTONOMOUS),

# 2. METHOD FOR ACHIEVING THE OBJECTIVES:

To achieve the aforementioned objectives, both parties, in mutual agreement, shall develop cooperation programs and projects that will specify the commitments each of them is to make for the performance of said programs.

#### 3. AREAS OFCO-OPERATION:

Whereas, both parties recognize that the academic collaboration would be of mutual benefit in research and education and their mutual interest nengaging themselves in academic cooperation. As per the purpose of the said agreement, the two parties shall:

- i. Research Collaborations: Faculty / Researchers / Students of the two colleges, can collaborate in future research projects that either involve working cooperatively with partner institutions and/or cover a research topic with an international component. Activities include, but are not limited to, efforts toward developing proposals for collaborative research, co-authoring publication, conducting joint research projects, establishing joint research centres etc. However, it will be necessary for all such activities to individually seek sanctions from the heads of partnering institutions and both parties are to be acknowledged in reports, publications.
- ii. Faculty Exchange with Partner Institutions: Faculty members of both parties can travel between to participate in activities that can enhancetheir international/national experience and knowledge and also foster relations between the parties. Activities include, but are not limited to, delivering lectures, teaching a course, taking a sabbatical, acquiring skills for institutional governance and developing collaborative research etc. No financial liability shall exist on either party.
- iii. Student Exchange with Partner Institutions: Students can be allowed to travel among parties to participate in activities/events that will enhance their international/intercultural experience and knowledge, on prior consent of both parties. No financial liability shall exist on either party.
- iv. Promotion of integrated studies: The parties can look at integrating an international/intercultural dimension into their teaching, research, and

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(Principal)

PARVATIBAI CHOWGULE COLLEGE OF ARTS AND

SCIENCE (AUTONOMOUS), MARGAO, GOA 403602, INDIA

(Principal)
ST. XAVIER'S COLLEGE (AUTONOMOUS),
MUMBAI,400001, INDIA

Ananya Das

service functions of the institution which would enable the students to understand from a global perspective.

- Cooperate in the exchange of information relating to their activities ٧. inteaching and research in fields of mutual interests; sharing best practices adopted by each party; sharing of e-content between the parties: access to library and repository services, if possible.
- Conduct cultural projects, and study tours as mutually agreed inwriting vi. between the parties before commencement of this activity.
- vii. Explore the option of cross-utilizing Academic Bank of Credits (ABC).

## 4. FUNDING:

Since this is an academic MoU, no financial provisions shall be made by either party. All expenses will be borne by individual utilizing the MoU.

## 5. NO EMPLOYMENT RELATIONSHIP:

The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labour nature between them. Thus, inall activities stemming from the present MoU and subsequent specific action plans, the parties are in the understanding that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

# 6. CREDITS/ACCREDITATION:

a. Credits and grades shall be awarded by the academic achievement policies in force at

The Institution / Host Institution / Government. However, the home institution / Institution reserves the right to accept or reject any accreditation leadingtoanacademic degree.

b. The Host Institution / Institution shall issue a certification recognizing the grades obtained and thehoursinvested or projects/paperscompletedbythestudents.

(Principal)

PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE (AUTONOMOUS), MARGAO, GOA 403602, INDIA

(Principal) ST. XAVIER'S COLLEGE (AUTONOMOUS),

7. RIGHTS AND DUTIES:

a. The host institution / Institution is committed to counselling and supporting

exchange students through advice on academic and administrative procedures, as

well as to fostering their integration, inviting, and encouraging guest students to

become involved in student life.

b. The institutions shall act as facilitators, but they will have no obligation

whatsoever in terms of the actions, behaviors or financial aspects of the students/

participants involved in the exchange.

c. The students/ participants shall enjoy the same rights and privileges as regular

students

/Faculty and shall observe the norms and rules of the Host Institution/ Institution

and in the host country. Any violation of the laws of the receiving country and/or

the rules of the Host Institution/ Institution by an exchange participant shall be

grounds for the immediate termination of the privileges in the context of this

Agreement.

d. The host institution agrees to assist in providing boarding, lodging, and

necessities and providing workspace, library, and laboratory facilities as

appropriate, however, any expenses will be borne directly by the individual.

8. AUTONOMY:

This agreement is a statement of intentions and does not involve, in any instance

whatsoever, any financial obligations between the subscribing institutions.

9. TERM:

a. This MOU shall be effective for five (5) years from the date of execution of

this agreement and shall be automatically renewed thereafter for another five (5)

years unless written notice to terminate or amend this agreement is given to the

other party six (6) months in advance.

b. It is expressly agreed that neither party shall be liable for damages that they

mightcause each other as a result of a forceful suspension of a collaboration

program. Causes for forceful suspension must be explicitly outlined in the

action plans.

c. Notwithstanding the above, any ongoing joint research or project will continue

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PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE (AUTONOMOUS), MARGAO, GOA 403602, INDIA

(Principal)

ST. XAVIER'S COLLEGE (AUTONOMOUS).

as per original arrangements, unless the individuals availing the terminated MoU decide otherwise.

# 10. CONFLICT RESOLUTION:

Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and common agreement by the persons delegated to such end by each institution. Either party may propose to the other modification of the Agreement at any time in writing.

#### 11. ACTION PLANS:

Every work program or specific activity that is agreed upon between both institutions shall be defined through an action plan, which shall be under the responsibility of two individuals, appointed respectively by each institution / Institution, and which shall define the following aspects:

- a) Foundations or considerations that warrant the plan for interinstitutional collaboration:
- b) Objective of the action plan for inter-institutional collaboration:
- General conditions of the plan; c)
- Academic conditions of the plan: d)
- Administrative and organizational conditions of the plan; e)
- f) Duration of the protocol;
- Intellectual property; g)
- Differences between the parties; h)
- i) Developmentofthe collaboration project;
- i) Project and/or program to be carried out;
- Financial budget; k)
- 1) Reference to the subject of medical insurance and information.
- m) Risk Assessment and Mitigation.

#### 12. CONFIDENTIALITY:

Each of the parties accepts and declares that every information from the other party isconfidential, is the exclusive property of the latter and has been or will bedisclosed to the former solely to enable the full accomplishment of the present

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(Principal) PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE (AUTONOMOUS), MARGAO, GOA 403602, INDIA

(Principal) ST. XAVIER'S COLLEGE (AUTONOMOUS),

Agreement. For this reason, every piece of information provided by oneparty to the other before signing this Agreement and/or during its performance must be kept confidential and therefore may not be disclosed to any third parties.

# 13. AMENDMENTS:

The parties may amend or amplify this Agreement through mutual agreements in writing to that effect. Said amendments or additions will be binding on the signatories as of the date of their signature. The parties may not assign, in whole or part, the performance of the present MoU to any third party, except through prior and express authorization in writing by both of them. And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be consideredoriginals.

Dr Ananya Nas (Officiating Principal)

PARVATIBAI CHOWGULE COLLEGE MARGAO-GOA, INDIA Dr Rajendra Shinde (Principal)

ST. XAVIER'S COLLEGE, MUMBAI, INDIA

Representative of The St. Xavier's

# Witnesses

Authorised Signatory of Chowgule Education Society

Cdr. Parijat Sinha (retd)

Provost

Parvatibai Chowgule College of Arts & Science (Autonomous), Margao,

Goa - 403602.

Dr Ms Karuna Gokarn

KRljokaur

College Society.

In-Charge Academic Collaborations

Vice-Principal, (Academics)

ST. XAVIER'S COLLEGE

(AUTONOMOUS)

MUMBAI, 400001, INDIA

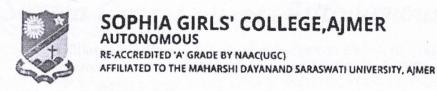
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(Principal)

PARVATIBAI CHOWGULE COLLEGE OF ARTS AND

SCIENCE (AUTONOMOUS), MARGAO, GOA 403602, INDIA

(Principal)
ST. XAVIER'S COLLEGE (AUTONOMOUS),
MUMBAI,400001, INDIA



# EXTENSION OF MEMORANDUM OF UNDERSTANDING

Our Memorandum of Understanding has expired on 01.01.2021. As per our prior agreement we jointly decide to continue our collaboration which has been mutually beneficial and fruitful to both the Institutions, Hence we wish to extend the validity of the existing MoU for a period of six years. This would facilitate further mutual growth and research collaborations between the two Institutions. As a part of the Memorandum of Understanding extension, the objectives and other terms and conditions will remain the same as per our prior agreement.

For and on behalf of:

Sophia Girls College (Autonomous), Ajmer

(Rajasthan)

Signature: Sheart

Name: Prof. Sr. Pearl

Title: Principal

Seal:

PRINCIPAL SOPHIA GIRLS' COLLEGE (AUTONOMOUS) AJMER

In the presence of:

Name: Prof. Monika Kannan

Title: Co-Convener & IQAC Coordinator

Address:

Sophia Girls' College (Autonomous), Ajmer

(Rajasthan)

Coordinator

Internal Quality Assurance Cell Sophia Girls' College (Autonomous), Ajmer

For and on behalf of:

Parvatibai Chowgule College of Arts

and Science (Goa)

Signature: Ananyar Das 23/07/2022 Name: Dr. Ananyar Das Title: Officiating Principal

Seal:

PARVATIBAL CHOWGULE COLLEGE OF ARTS & SCIENCE (AUTONOMOUS)

MARGAO-GOA

In the presence of:

Signature:

Name: Dr. Meghana.

Title: Dean De Sciences

Address: Pawath bei Changa

# MEMORANDUM OF UNDERSTANDING

# PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE & REBEL CORP PRIVATE LIMITED

# ParvatibaiChowgule College of Arts and Science

Cupangale Society, Margao, Goa - 403601

Tel: 0832-2722222

http://www.chowgules.ac.in/

# REBEL CORP PRIVATE LIMITED

Unit 1, Premium Units CHS Ltd, Lokhandwala Complex, Versova Andheri W Mumbai MH 400053 IN.

https://rebelcorp.in

#### **BETWEEN**

PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE, with its University Campus based at Cupangale Society, Margao, Goa - 403601, anAutonomous higher Educational Institution, and herein after referred to as PCCAS

#### AND

**REBEL CORP PRIVATE LIMITED,** a Company registered and incorporated under the Companies Act, 1956 (CIN –<u>U74999MH2021PTC364470</u>; PAN – AALCR1549M), having its registered office at Unit 1, Premium Units CHS Ltd, Lokhandwala Complex, Versova Andheri W Mumbai MH 400053 IN

"REBEL CORP" and "PCCAS" are hereinafter collectively referred to as the "Parties" and individually referred to as the "Party"

# Objective: -

COLLEGEand REBEL CORP, desiring to enhance educational opportunities for students and to promote mutually beneficial linkages, agree to the establishment of a partnership for students pursuing the Graduate, Post Graduate, Post Graduate Diploma Course and Other Diploma Courseson the terms set out below.

# Effective Date and Duration of MOU: -

This MOU takes effect from the date of signing by both the parties and initially will continue for a period of 05 year. Prior to the expiry of this MOU the parties may agree in writing to extend or curtail the period.

# Background:

- A. Rebel Corp is a private limited company providing a platform to emerging businesses for website building, management and development for successful marketing and running of their businesses & Ventures including but not limited to their association with NGOs.
- B. ParvatibaiChowgule College of Arts and Science was established in 1962 in Margao, Goa to offer courses across all disciplines of Arts and Science. Accredited by NAAC with Grade 'A+' (CGPA of 3.27 on a 4-point scale on the 4th cycle), it was adjudged Best Affiliated College by Goa University. Having been conferred upon the autonomous status by University Grants Commission in June 2014, this is the first Autonomous College in

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the State of Goa. It offers courses such as BSc, MSc, PhD, Diploma, Post Graduate Diploma as well as certificate programmes.

ParvatibaiChowgule College of Arts and Science is a premier educational institution in the State of Goa, offering courses at the Graduate, Postgraduate and PhD levels.

C. The parties herein are desirous of entering into a Collaboration wherein Rebel Corp shall be developing the content and material for proposed certificate course of Website Management ("Course") of 60-80 hours designed for elective and or credit courses as per the enrollment of students of Graduate, Post Graduate, Post Graduate Diploma Course and Other Diploma Courseson the terms and conditions set forth in this Agreement.

# • Area of co-operation and consultation:

## 1. OBJECTIVE:

The major objective of this collaboration is to enable students to learn the new certificate course of Website Management developed by Rebel Corp keeping in the mind the first-year students who are enrolling in various courses at the institute. The course shall be available in the current session of 2022 and will be taught by the trained teachers.

#### 2. CONSIDERATION

- a) PCCAS has agreed to pay INR 200 per student to REBEL Corp in lieu of providing course materials for the students on the basis of number of students enrolled for the course.
- b) It is agreed between the parties that the fees paid per student is for the current year only and shall be revised as per the discretion of Rebel Corp on yearly basis.
- c) Both parties shall bare their individual taxes and GST as applicable under law.

# 3. RESPONSIBILITY OF REBEL CORP:

- a. Rebel Corp will responsible for conducting online/ offline training of the Course for the teachers of PCCAS for 3-4 days through online learning sessions.
- b. Rebel Corp will provide the curriculum, study material, handbook, training videos etc., required for the aforesaid course.
- c. Rebel Corp will provide the necessary support to the trained teachers in curriculum related issues as and when required.

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- d. Rebel Corp shall provide free enrollment to subscription of this Website for first 300 students and thereafter a subsidized rate per student shall be charged.
- e. Rebel Corp will share all updates as and when the syllabus gets upgradation

# 4. RESPONSIBILITY OF PCCAS:

- a. Provide a database of the teachers for the training and ensure that the teachers are completing the course.
- b. Directions/ Instructions shall be given to these trained teachers to conduct training sessions of the course for the students
- c. They shall encourage and make the students aware of this new certificate course.
- d. Shall ensure that all the students complete the course within the duration of this collaboration.
- e. The PCCAS staff and management shall cooperate and support Rebel Corp to conduct the training for the aforesaid course
- f. PCCAS shall share/provide the details of the students who become the part of this program to Rebel Corp.
- g. PCCAS shall ensure that upon completion of this course by students they are awarded certificates with the name of Rebel Corp as agreed between the parties herein.

#### 5. TERM:

This MOU shall come to effect from the August, 2022 and shall continue for 5 years, unless terminated earlier in accordance with the termination clause stated hereunder. This MOU may be extended on the terms as mutually agreed by both the parties.

# 6. INTELLECTUAL PROPERTY:

- Use of Name & Logo: Both the Parties agrees and confirmed that Rebel Corp shall be the owner of its Trademarks, Logo, Brand Name, Copyrights and all other proprietary rights and PCCAS shall not use any of the Trademarks, Logo, Brand Name, Copyrights and any other proprietary rights unless permitted by Rebel Corp and PCCAS shall not use without express permission in writing the Trademarks, Logo, Brand Name, Copyrights and any other proprietary rights (collectively referred to as "Marks") of Rebel Corp.
- Both the Parties agrees and confirmed that PCCAS shall be the owner of its Trademarks, Logo, Brand Name, Copyrights and all other proprietary rights and Rebel Corp shall not Page | 4

use any of the Trademarks, Logo, Brand Name, Copyrights and any other proprietary rights unless permitted by PCCAS and Rebel Corp shall not use without express permission in writing the Trademarks, Logo, Brand Name, Copyrights and any other proprietary rights (collectively referred to as "Marks") of PCCAS.

- a. The Parties shall not license, sell, publish, disclose, display or otherwise make available the Intellectual Property Product/ Products of the other party to any person or entity except as provided in this Agreement.
- b. Any joint and combined usage by either Party of its own trademarks, copyrights or other intellectual proprietary material along with the trademarks, copyrights or other intellectual proprietary material of the other Party, if at all permitted by such other Party shall cease forthwith upon the expiration or termination of this Agreement.

## 7. LEGAL EFFECT:

This MOU shall be governed by the laws of India and all the disputes, differences etc. shall be subject to exclusive jurisdiction of the Courts in Mumbai.

PCCAS shall not directly or indirectly, either on its own or through any other person/entity enter into any negotiations for conducting same as or similar course as provided by Rebel Corp, during the term of this Agreement.

# 8. TERMINATION:

Both the Parties shall be entitled to terminate this Agreement by giving (30) days' notice in case of breach of any terms of the Agreement. However, in the event of termination during the session the course shall be completed for the students enrolled to the course.

# 9. EXECUTION

This Agreement was executed on the later of the two dates written below:

C1.	1 I
Sign	ea by

# Signed by

# PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE

howin Cletured

REBEL CORP PRIVATE LIMITED

Name: Anamua Nas

Ananya Das

Name: MONICA CHATURUEDI

Position: Utg!mily +

Position: DIRECTOR, ACADEMY

Date: 18/10/2022

Date:

# Witney

# PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE

REBEL CORP PRIVATE LIMITED

Name: Pr. (Ms), Samera Fallens

Name: Peer na Sething

Position: Vice Principal Dr Loneur

Position: Manager 1egal

Date: 18/10/2022

Date:\_\_\_\_\_





# A MEMORANDUM OF UNDERSTANDING

Between



ESSO-National Centre for Polar and Ocean Research, Goa

And



Parvatibai Chowgule College of Arts & Science (Autonomous), Goa.

28/10/2022 NCPOR, Headland Sada

# Memorandum of Understanding between ESSO-National Centre for Polar and Ocean Research, Goa



# And

Parvatibai Chowgule College of Arts & Science (Autonomous), Goa.



This MEMORANDUM OF UNDERSTANDING is made and entered into on this 28<sup>th</sup> day of October 2022 between the ESSO-National Centre for Polar and Ocean Research, Goa 403 802, Ministry of Earth Sciences, Govt. of India [NCPOR] on the ONE PART and Parvatibai Chowgule College of Arts and Science (Autonomous) [hereinafter referred to as Chowgule College], Margao, Goa on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

AND WHEREAS NCPOR is involved in research, development, consultancy and training in polar and ocean research and allied fields.

AND WHEREAS Chowgule College is involved in education, research and training in sciences and arts.

Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

Article 1. Objectives

- 1.1 To associate with NCPOR staff on scientific activities or research projects, whereby the teaching staff of Chowgule College will be exposed to research being conducted at NCPOR.
- 1.2 Jointly associate in providing innovative courses and student / faculty training Programmes at Chowgule College.
- 1.3 To access the analytical and infrastructural facilities at NCPOR. This access shall be based on the terms and conditions governing such services at NCPOR.
- 1.4 Participation in NCPOR-conducted scientific expeditions based on the following criteria: i] the merit of Chowgule College research proposals ii] vacancies aboard the research vessels iii] terms and conditions governing the participation of research personnel from partner institutions of NCPOR.
- 1.5 Providing students with the technical expertise and interaction opportunities with NCPOR scientists.
- 1.6 Providing students internship opportunities at NCPOR, subject to the feasibility, terms and conditions at NCPOR.

# Article 2. Implementation

- 2.1 The Parties agree to constitute an Implementation Committee comprising the following officials:
  - Dr. Rahul Mohan, Group Director, NCPOR.
  - Dr. Meghana S. Devli, Dean, Chowgule College



2.2 The committee shall meet either at NCPOR or Chowgule College to review the progress and suggest improvements.

# Article 3. Deliverables

The deliverables expected from this collaboration are:

- 3.1 Collaborative scientific and outreach activities in areas of common interest
- 3.2 Innovative courses
- 3.3 Summer/winter training courses/projects for students and/or teaching faculty

# Article 4. Report Submission

4.1 The College shall submit a report on the realization of various objectives envisaged under this collaboration.

# Article 5. Exchange of Information

5.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The parties shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.

# Article 6. General Provisions

6.1 Based on the educational requirements of students and research scholars, the implementation committee shall, in consultation with the faculty and

scientists, decide on topics and the mode of cooperation for each of the academic years during the tenure of this collaboration.

- 6.2 The institution organising an item of work shall have the nodal responsibility for mobilising resources and the conduct of such works.
- 6.3 Each party shall bear the respective costs of carrying out the obligations under this agreement. 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.
- 6.4 The implementation of the objectives identified under Article 1 shall be subject to the time- and space constraints of scientists, faculties and the availability of infrastructure and analytical facilities at the work places.
- 6.5 Any research publications and commercially exploitable innovations arising out of the joint research and academic projects shall be jointly published or jointly patented with an appropriate share in the costs of patenting, and earnings if any, from their commercialization.
- 6.6 Any dispute or difference arising between the Parties shall be settled by mutual discussion. In case of any disputes, the Parties agree that the Director of NCPOR and Principal of Chowgule College would be the final arbiters.
- 6.7 Nothing in this understanding is intended to affect other cooperation or collaboration between the parties.

# Article 7. Tenure and Termination

- 7.1 This MoU shall come into force on 28<sup>th</sup> October 2022 upon signatures by the authorized signatories of the parties and shall be valid for <u>five</u> years. It may be amended by mutual written agreement and may be terminated at any time by either party upon one month's written notice to the other party.
- 7.2 All joint activities not completed at the expiration or termination of this understanding may be continued until their completion under the terms of this understanding.

# Article 8. Amendments

- 8.1 This MoU represents the entire understanding between the parties and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- 8.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are executed, unless otherwise agreed to.

# Article 9. Assignment

9.1 This MoU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement, or

rights or obligations arising hereunder, either wholly or in part, to any third party.

This MoU has been executed in two originals, one of which has been retained by NCPOR and the other by Chowgule College.

IN WITNESS WHEREOF, the Parties have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of

ESSO-National Centre for Polar & Ocean Research, Goa.

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For and on behalf of

Parvatibai Chowgule College of Arts & Science (Autonomous), Goa.

Dr. Thamban Meloth

Director

ESSO-NCPOR, GOA.

Date:

Director

National Centre for Polar & Ocean Research

Ministry of Earth Sciences, Govt. of India

Seal:

Headland Sada Vasco-Da-Gama, Goa-403804

Witness 1:

Dr. Rahul Mohan

Witness 2:

Dr K P Krishnan

Ananya Das
Dr. Ananya Das

Officiating Principal
Chowgule College, GOA.

WARGAO

Date:28

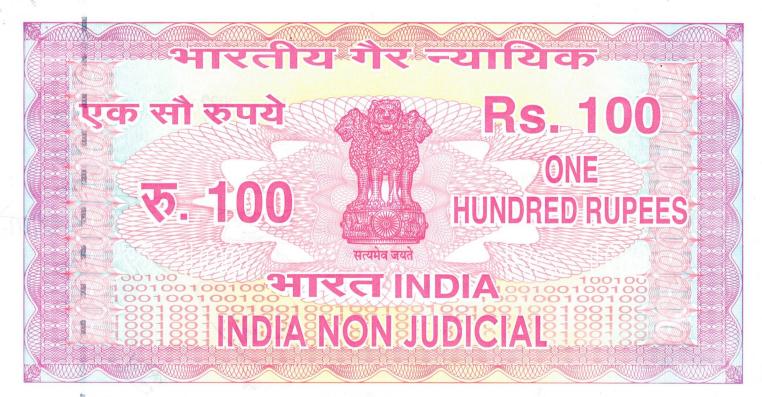
Seal:

Witness 1:

Cdr. Parijat Sinha (retd), Provost

Witness 2:

Dr Meghana Š Devli, Dean, Faculty of Science



महाराष्ट्र MAHARASHTRA

**● 2020 ●** 

YT 278176

AGREEMENT

HEASURY OFFICE HAIGAE - 4 MAY 2027

Karjat, Dist Rayad

Establishment of Academic Partnership Between

TSM EDUCATION PRIVATE LIMITED

&

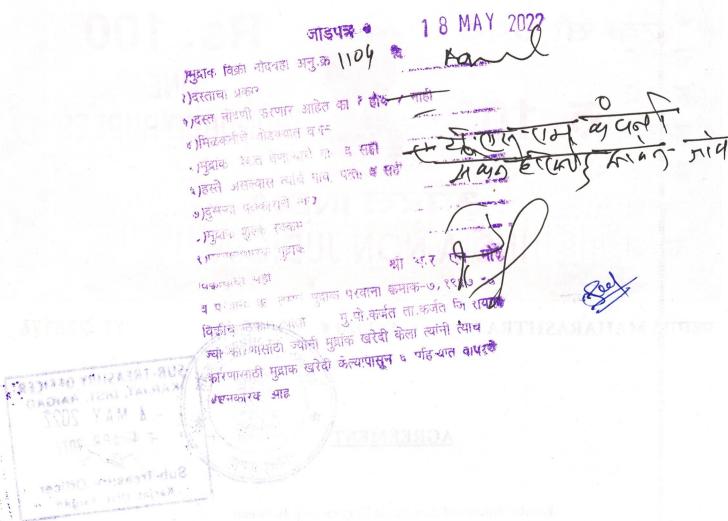
CHOWGULE EDUCATION SOCIETY'S

CHOWGULE CENTRE FOR CREATIVE ARTS (CCCA)

PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE (AUTONOMOUS)

(PCCAS)

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#### I. GENERAL

This Agreement made at 12:30pm on this 27th day of June 2022.

#### Between

TSM Education Private Limited, a company registered under Companies Act, 1956 (hereafter referred as TSM) and having its registered office at Flat No. 106, Wing E, Eco Greens, Rosa 1 Building No.3, Karjat Neral Road, Karjat, District Raigad, Maharashtra 410201

# And

Chowgule Education Society's, Chowgule Centre for Creative Arts, Parvatibai Chowgule College of Arts and Science (Autonomous) Gogol, Margao, Goa – 403 602 (hereinafter referred as PCCAS).

TSM and PCCAS are hereinafter collectively referred to as "Parties" and individually as a "Party".

## **RECITALS**

- A. TSM has represented that TSM owns and operates a music school named "True School of Music" which is a formal music education institute providing learning opportunities in several music-related courses from the K-12 space up to graduate-level programs.
- B. Chowgule Education Society is a society formed for the purpose of promoting and advancing education by establishing or assist in establishing schools, colleges and other institutions and has accordingly established PCCAS to further the cause of arts and science.
- C. The Parties have agreed to jointly operate multiple Programs in areas of Music Production, Performance, and Sound Technology, as described under Programs in the table below.
- D. This is a binding agreement and an expression of interest that outlines the broad terms and conditions of a proposed collaboration between the Parties.
- E. This arrangement is to jointly deliver, market, and thereby share revenue as per terms and conditions of this Agreement. The appropriate certificate/diploma/advanced diploma (as applicable) will be jointly granted by TSM and PCCAS upon an enrolled student successfully satisfying the academic obligations provided for in the applicable Program.

The major highlights of the Programs are tabulated below:

1.	Program	This Agree	ment covers	the	following	programs	of	TSM	in
		association	with PCCAS						
		Pro Certifica	ate Level 1						

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		Pro Certificate Level 2
		Or any other subsequent certificate/diploma/ in Music Production, Performance and Sound Technology which is developed during the course of this Agreement by <b>TSM</b> for <b>PCCAS</b> .
		TSM may provide a degree pathway for students who are pursuing the said certificate/diploma programs via Articulation/Progression arrangements with any of TSM's partner universities in India and/or abroad.
		With respect to making available and managing the Programs and School, the Parties have agreed and confirmed that <b>TSM</b> shall handle the day to day running of the program delivery (i.e. curriculum, teaching, and assessments), recruit and manage faculty, handle direct enrolments and student outreach via on-ground and digital mediums
		TSM will nominate a senior faculty member as 'Programme Coordinator' who will report to the Dean of TSM and to the Governing Board of the jointly operated School.
2.	Terms of Agreement	The Agreement shall be effective with effect from 2.7 June 2022 for a period of 5 (five) years (TERM) and remain in effect until the earliest of: (1) the withdrawal of either of the two Parties (as stated in the termination clause below), (2) the mutual agreement of the Parties to terminate the Agreement.
lenn.	n era de caración de la composición de	Either Party may terminate this Agreement by giving 3 (three) months prior notice in writing to the other Party.
3.	Governing Board of the School	A 'Governing Board' comprising of a minimum of 1 (one) and not exceeding 2 (two) representatives from each Party along with 1 (one) independent representative mutually appointed by the Parties shall oversee the strategic direction and overall performance of the school including the Programs offered, enrolment strategies, program fees, etc. The day-to-day school operations will, however, be managed by <b>TSM</b> or its representatives.
		Any honorarium to be paid to the independent representative of the Governing Board shall be split equally by both parties to maintain functional independence.
4.	Governing Laws and Regulations	The Agreement shall be governed by and construed in accordance with the laws of India and any dispute arising from this Agreement shall be subject to the courts at Goa jurisdiction.

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N/A







# 5. Capacity and Places of Delivery

Both Parties have agreed to provide respective infrastructure, marketing support, and teaching resources to support the various programs. In particular, PCCAS shall provide/make available space at their CCCA-PCCAS for imparting the Programs, marketing assistance, and campus and IT infrastructure access for centralized resources of TSM such as the finance team, human resources, administrative staff, etc. TSM shall make available faculty, curriculum, and assessments required for imparting the Program and the brand and academic quality assurance for the award of the certificate/diploma/advanced diploma (as applicable).

TSM shall assist PCCAS in preparing the infrastructure suitable for delivery of the respective Programs, terms of which will be mutually agreed on initial joint investment basis. All technical advice and expertise for the preparation shall be provided by TSM. PCCAS shall provide all specialized music technology equipment, software, and allied systems required specifically for conducting the respective Programs upon pre-agreed terms/arrangements to be separately documented

Nothing herein shall preclude TSM from making available any similar Programs and courses independently without the involvement of PCCAS outside the geographical limits of the state of Goa during the TERM, and across ALL territories without limitation upon the expiry or termination of this agreement. TSM reserves the right to void this limited exclusivity clause after a period of 2 (two) years from initial commencement, upon mutual agreement if the demand for seats for the programs conducted at consistently exceeds the capacity of PCCAS and PCCAS is not in a position to absorb the additional demand for seats and/or batches.

The Program will be primarily delivered at the campus in Goa. However, students will have the option to pursue some terms outside of this campus either at TSM's other campuses in and around India or at TSM's respective partner university campuses such as VU and Point Blank in both India and overseas, based on their choices, eligibility and the availability of such courses at each of the mentioned locations. Students choosing to avail these campus exchange opportunities will be required to bear any and all additional costs of participating in such programs. In case of 1:1 student exchanges between and any other campuses operated by TSM, no additional fee/revenue share shall be payable to PCCAS.

TSM, at its sole discretion, may also deliver some of the courses within the Programs offered with the partner in online, instructor-

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A SA		led synchronous mode, only after intimating the same in writing to PCCAS.
6.	Ownership	PCCAS expressly agrees, acknowledges, and confirms that all rights, titles, and interests, including but not limited to the intellectual property rights in and to the Programs (including, but not limited to, any and all underlying course material, curriculum, content, assessments and/or such other information/methods as are created by, and/or pertaining to the Programs in any manner whatsoever) along with the brand name, a trademark of TSM shall vest solely and exclusively with TSM throughout the territory of the World, in perpetuity and for use/exploitation across all modes, mediums, and formats of exploitation.
	not connect to he was trend of COAS.  The confidence of the second of th	Nothing stated herein shall be deemed to grant PCCAS any right, title, and/or interest in and to the foregoing save and except to the extent of the limited permission to make available the said Programs offered by TSM (and in collaboration with TSM only) and in the manner permitted hereunder only during the TERM.
7.	Confidentiality	All Confidential Information shall be held by each Party in strict confidence and shall not be disclosed to any third party, except as may be reasonably required by such Party for the performance and fulfilment of its obligations under the Agreement provided that the disclosure shall ensure that such third-party is also obligated to maintain confidentiality prior to any such disclosure.
	er bewere Project e concention accenter idy by TSA:	In addition, no Party shall release any press statement or any other public comment about the Programs, the terms of the Agreement, or the activities under the Agreement without the consent of the Governing Board.
		Both parties shall keep strictly confidential and shall not disclose, or cause or permit to be disclosed, to any person or entity any Confidential Information from the other party, except
	There is the second	(a) that both parties may make such disclosure if it has received the reasonable advice of its outside counsel that such disclosure must be made in order that such party not commit a violation of law, and
	ssions will be facilities redmission (Straf. sarcent of the second congress delices to	(b) the Confidential Information, except to those officers, employees or other authorized agents and representatives and professional consultants of such party to whom disclosure is reasonably necessary in connection with the Operation and who shall agree to be bound by the terms of this Agreement, and except as otherwise consented to in writing by the non-disclosing party. Both parties shall take all actions reasonably

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1 12 T		necessary to ensure that the Confidential Information remains strictly confidential and is not disclosed to or seen, used or obtained by any person or entity except in accordance with the terms of this agreement
8.	Branding	TSM will establish a School of Music within the campus of Chowgule Education Society's Parvatibai Chowgule College of Arts and Science, Goa. This shall be called The True School of Music ("School"). This School will be authorized to deliver the Programs mentioned in this Agreement. The students graduating from the Programs mentioned herein and operated by this School will receive a certificate jointly issued by "True School of Music" and along with the branding of PCCAS i.e., it shall mention both, and TSM. The branding of all programs and courses from this school will jointly be from TSM and PCCAS.
	ell cidelle a grace i sek k green generatell grace k grace k grace of stantak grace an incent	PCCAS shall be permitted to use the aforesaid branding of TSM for the limited purpose of making the Programs available in the manner submitted by TSM and as approved by the Governing Board of the School.
9.	Program Structure	PCCAS shall be responsible for providing the infrastructure required for issuing certificates/diplomas to students who successfully fulfil their academic obligations in courses that are offered by TSM and TSM shall deliver the Programs and courses related to music as identified herein. The Program and course curriculum/outline will be finalized later between the Parties with the understanding that all aspects of the content/course material of such Programs shall be determined solely by TSM.
10.	Cost of the Program & Fee Instalments	The tuition and any additional cost at which each Program will be made available to the students shall be determined by the Governing Board of the School. This will be around 4 lacs plus GST (if applicable) per annum depending on the location where the program is delivered and the market conditions prevailing in the area.
11	Revenue Sharing	<ol> <li>TSM shall be responsible for collection and accounting of fees and refunds (if applicable). CES will assist TSM in placing it's payment gateway on the PCCAS admission portal to facilitate fee collection</li> <li>Registration and student admissions will be facilitated by</li> </ol>
	converse Operation of the Control of	<ul> <li>CES and PCCAS through their admission portal.</li> <li>3. TSM shall retain 80% (eighty percent) of the fee collected per student enrolled in the joint programs delivered by the</li> </ul>

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haddle House	man ark of the	True School of Music and pay the balance 20% (twenty percent) to PCCAS.
		4. During the <b>TERM</b> and for 2 (two) years thereafter, <b>TSM</b> shall maintain full, complete, and accurate records of accounts, including, without limitation, invoices, correspondence, fee receipts, banking, financial and other records pertaining to the subject matter and terms of this Agreement including, without limitation, details in respect of any and all students enrolled in the Program/School, fees attributable to each such student and/or all sums/monies/revenues received by <b>TSM</b> and/or receivable and/or accruing in favor of <b>PCCAS</b> to this Agreement.
		5. The revenue share agreement will be reviewed on completion of two years or earlier, as deemed necessary by both Parties.
12	Fee Collection & Fee Refunds	The student shall pay the entire fee to TSM, on receipt of such fee the share accruing to PCCAS will be transferred to an account specified by CES on raising a tax invoice for an amount of 20% of fees + applicable GST. Invoices will be raised after 2 weeks of each program start date but after the cancellation/ refund window, and payments shall be made within 15 (fifteen) working days from the receipt of the invoice.  In case a student who has paid part or full fee and elects to discontinue the program and is eligible for a full or part refund, the refund will be paid in the same ratio of how the fee was collected. This is 80% returned by TSM and 20% returned by PCCAS.
13	Go to Market Plan	TSM shall be responsible for the marketing of the joint program and promotion of TSM as an integral part of this academic partnership. TSM will play an active role in acquiring students for the programs through their own marketing and sales efforts. However, PCCAS may also contribute to the enrolment efforts over and above the mutually agreed marketing budgets for branding and social media activities.
	Skep agreement was a second of the second of	As a means of additional incentive, for every new lead passed on by PCCAS to TSM that converts to a paid enrolment, PCCAS will earn 5% of the first year fees paid by the student as finder's fee. In addition to this, if PCCAS counsels and closes such leads on their own, PCCAS will earn an additional 5% incentive (i.e. total 10% of the first year fees) for each enrolment closed by PCCAS.

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14	Student Strength for Viability of Programs	The minimum batch size for any program offered by the School should be 10 (ten) for each batch. In case the minimum number is not met students may be deferred to the next batch.
15	Academic Arrangement	The student will be provided learning contact hours that are equivalent to that of a full-time program.
		• The student will be enrolled by <b>TSM</b> and <b>PCCAS</b> adhering to the guidelines of any regulatory bodies involved in validating the certificate programs.
		• The faculty for the program would be approved and appointed by TSM and will be directly paid by TSM from the share of fees received. Details of the faculty will be made available to PCCAS before beginning of the programs.
		<ul> <li>Any administrative and support staff required to be engaged solely for the purpose of the program will also likewise be directly engaged and paid by TSM. PCCAS will inform TSM prior if such a situation arises.</li> </ul>
Market 1	Car response of the leading	The enrolled student will pay all the stipulated fees of the program to TSM
	en kana galebaw (aga	• The examination for the assessment will be prepared and conducted by the School at each respective campus as per a timetable drawn up by TSM and the marks on finalization will be provided to the students along with the transcripts by PCCAS.
	RADTS to the many	The final grades awarded will be as per the academic guidelines of the Program agreed upon by TSM and PCCAS
	Addition of New Programs	Any new program that needs to be offered by the School will be discussed by the Governing Board of the School and once approved will be made available.
		All future articulation agreements and MOUs with partner universities of <b>TSM</b> , if any, proposed to form a part of the School shall, if <b>TSM</b> elects to include the same as a part of the course offering in respect of the Programs. Such agreements will be executed by <b>TSM</b> directly with the applicable partner's universities. Any such articulation agreements or those existing as on the date shall if <b>TSM</b> elects to extend their benefits to the School.
	Fig. 1 in a part of the second	For all progression of students from the school to a partner university program (pursuant to the articulation/progression agreements), any revenues received by TSM thereto with respect to the students enrolled at PCCAS and subsequently at such

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ha a		foregoing university, will be shared with in the same ratio of 80% to <b>TSM</b> and 20% to <b>PCCAS</b> .
16	Termination on account of irrevocable breach	Either Party hereto may terminate this Agreement in the event of any breach by the other Party, which breach has not been cured within a period of 1 (one) month from the defaulting Party receiving a notice of such breach.
17	Effects of Termination	• PCCAS and TSM will immediately stop canvassing for new students and shall not enrol students into the Program post-termination. Further, shall cease to make the said Programs (as offered by TSM) available to any new students and further, immediately upon all existing students duly completing their respective courses. However, shall be free to offer a program with the same nomenclature and educational standing (such as for instance, a Certificate in Performing Arts) provided that shall not, in any manner, use any material owned and/or controlled by TSM including, but not limited to, its brand name. goodwill, course material, curriculum, and/or any other information it provides.
		• PCCAS and TSM shall continue to deliver on their respective obligations as per the agreed terms for the already enrolled students with the understanding that the same terms shall continue to apply and the Programs herein that were being imparted by TSM shall continue to be imparted solely by TSM and shall not be made available by to any new or existing students to the isolation of TSM. and TSM could consider delivering the content through stored online content in exceptional cases to fulfil their obligation with the understanding that any such content shall only be stored with TSM and shall not, either during or after the Term, be entitled to store any such content.
201004 A	constant and action of the constant action of	• TSM and PCCAS shall be obligated to provide the joint certificate (as applicable) post-termination for those students who have fulfilled their academic and financial obligations within a period of 1(one) year from the date of enrolment.
	necessary and common at any common and commo	• Notwithstanding such termination, <b>TSM</b> agrees, acknowledges and confirms that <b>TSM</b> shall continue to deliver its academic obligations for the Programs that are continued to be offered to students that were enrolled prior to such termination, in accordance with the terms of this Agreement
	rins as agreyout 30	Notwithstanding such termination, TSM agrees, acknowledges and confirms that PCCAS shall continue to be entitled to

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		receive the fees as may have accrued till such date of termination or as may accrue during the period for which the Programs are continued to be offered to students that were enrolled prior to such termination, in accordance with the terms of this Agreement, which amounts shall continue to be paid by TSM immediately upon receipt from the applicable students. In respect of amounts that, are still receivable by PCCAS from third parties, TSM shall continue to make such payments to PCCAS immediately upon receipt from each applicable third party.
Party and the state of the stat		• Notwithstanding anything stated herein, during the Term of this Agreement and for the period of 2 (two) years from the expiration/termination of this Agreement, neither party shall either directly or indirectly, solicit or induce any individual who is an employee, teacher, consultant, agent, representative, artist, musician, performer and/or otherwise in any manner connected to other Party to leave the services/employment of the other party or recruit, engage, appoint, lure away, hire or assist or participate in any way in the recruitment, luring away and/or hiring of any individual who is an employee, teacher, consultant, agent and/or representative, artist, musician, performer of the other Party or any of its affiliates, to render any services identical to and/or similar to any of the services provided by the other Party/its teachers in respect of the Programs.
18.	Representations and Warranties	<ul> <li>TSM &amp; PCCAS represent and warrant as follows:</li> <li>TSM &amp; CES's PCCAS has full right, title, and authority to enter into this Agreement and is not bound by any previous agreement which adversely affects this Agreement.</li> <li>TSM &amp; PCCAS shall duly adhere to the terms and conditions of this Agreement and shall ensure that its employees, agents, teachers and other personnel likewise strictly adhere to the</li> </ul>
	Tello le sont el rico de la compania del compania de la compania del compania de la compania del compania d	<ul> <li>TSM and its directors, promoters, shareholders, representatives, employees, faculty, and agents shall indemnify and keep indemnified PCCAS, its shareholders, directors, officers, employees, and agents against any losses, claims, demands, costs, expenses, damages, and liabilities, third party claims, which any of them may incur at any time as a result of any act, neglect or default of TSM, its agents or employees</li> </ul>

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	and/or any breach by <b>TSM</b> of its representations, warranties and obligations under this Agreement.
	<ul> <li>PCCAS and its directors, promoters, shareholders, representatives, employees, faculty and agents shall indemnify and keep indemnified TSM and its directors, officers, employees and agents against any losses, claims, demands, costs, expenses, damages and liabilities, third party claims, which any of them may incur at any time as a result of any breach by PCCAS of its representations and warranties under this Agreement.</li> </ul>
	• Notwithstanding the foregoing, the maximum aggregate liability of either party arising under this Agreement shall be limited to the amount of the fees actually paid/received by either party for the preceding 3 (three) months from the date on which the cause of action has arisen.
Ka. 20-Fe	• In no event shall either Party be liable to the other or any third- party seeking damages under this Agreement for punitive, indirect, incidental, special, or consequential damages or expenses arising out of this Agreement.
19. Miscellaneous	Amendment: The Parties may amend the terms of this Agreement by mutual consent in writing.
12 oc. 30.72	• Notices: Any notices required, permitted or desired to be given hereunder shall be delivered personally, sent by overnight courier or mailed, registered or certified mail, return receipt requested, or e-mailed, to the addresses mentioned herein or to such other address or such person or address as any party may specify in a written notice given to the other party. All notices to be sent by email shall be considered to be validly served on TSM only if sent to: chandy@trueschool.in and all notices to be sent to PCCAS by email shall be considered to be validly served on the Author only if sent to: ces@chowgule.co.in.
	• Severability: In the event that any term, condition or provision of this Agreement is held to be in violation of any applicable law, statute or regulation, the same shall be deemed to be severable from the other provisions of this Agreement and this Agreement shall be construed as if such term, condition or provision had not been contained in this Agreement.
	It is hereby expressly agreed between the Parties that in the absence of any further documentation and/or long-form

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	agreement, the terms and conditions set forth in this Agreement are binding on the Parties
	• Any stamp duty payable hereunder shall be borne solely by both parties equally.
	<ul> <li>All official correspondences will be made jointly, wherever required and both parties will nominate an authorised signatory each.</li> </ul>
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TSM (FIRST PARTY)

Mr. Nitin Chandy (Managing Director)

Place: Karjat

Date: 27 06 2022

Witness

Name: Nilesh Thomas

Place: (despit

Date: 27.06, 1022

PCCAS (SECOND PARTY)

Dr Shaila Ghanti , Offg Principal

Place: Goa

Date: 27 6 2022

Witness

Name: Cdr Parijat Sinha (retd)

Place: Goa

Date: 27.06,2021

# MEMORANDUM OF UNDERSTANDING

# **BETWEEN**



# DEPARTMENT OF GEOGRAPHY AND RESEARCH CENTER PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE, (AUTONOMOUS) MARGAO, GOA 403 602

and



RAYAT SHIKSHAN SANSTHA'S

DEPARTMENT OF GEOGRAPHY
DAHIWADI COLLEGE DAHIWADI
TAL. MAN, DIST. SATARA (MS)

# MEMORANDUM OF UNDERSTANDING

# **BETWEEN**

# DEPARTMENT OF GEOGRAPHY AND RESEARCH CENTER PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE, (AUTONOMOUS) MARGAO, GOA 403 602

and



**RAYAT SHIKSHAN SANSTHA'S** 

DEPARTMENT OF GEOGRAPHY
DAHIWADI COLLEGE DAHIWADI
TAL. MAN, DIST. SATARA (MS)

Department of Geography and Research center and Parvatibai Chowgule College of Arts and Science, (Autonomous) Margao, Goa and Rayat Shikshan Sanstha's Department of Geography, Dahiwadi College Dahiwadi Tal. Man, Dist. Satara sign MoU to strengthen institutional academic and research programme.

This Memorandum of Understanding (hereinafter referred to as MoU) dated 03/01/2018.

Department of Geography and Research Center and Parvatibai Chowgule College of Arts and Science, (Autonomous) Margao, Goa has signed a Memorandum of Understanding (MoU) with Rayat Shikshan Sanstha's Department of Geography, Dahiwadi College Dahiwadi Tal. Man, Dist. Satara to strengthen inter institute relations.

Parvatibai Chowgule College of Arts and Science, (Autonomous) Margao, Goa represented by its Head, Department of Geography, Prof. Dr. N. N. Sawant and shall include its lawful representatives and permitted assigns and research centre.

# With

Rayat Shikshan Sanstha's Department of Geography, Dahiwadi College Dahiwadi represented by its Principal Dr. B. T. Jadhav and Prof. Dr. A. J. Barakade (Head Dept. of Geography) whose address is at Dahiwadi, Tal. Man, Dist. Satara, and shall include its lawful representatives and permitted assigns;

The alliance will support Department of Geography and Research Center Parvatibai Chowgule College of Arts and Science, (Autonomous) Margao, Goa and Department of Geography, Dahiwadi College Dahiwadi, Tal. Man, Dist. Satara to enrich the academics, research, training and placement while sharing resources.

- 1. The teaching faculty would be exchanged as per the requirement to impart academic sessions in related courses/subjects and themes.
- 2. The library resources would be shared as per the demand of students and faculty of both the institutions.
- 3. Foster joint research projects. The local problems would be addressed on priority. The finance required for the projects would be worked out and would be shared with mutual understanding.
- 4. To provide research exposure to the students of both the institutions.
- 5. Deliberation with undergraduate students of Rayat Shikshan Sanstha's Department Of Geography, Dahiwadi College Dahiwadi Tal. Man, Dist. Satara regarding career avenues.
- 6. To design employability oriented course and execute it.
- 7. In unforeseen circumstances MoU between parties can be terminated with prior consultation and mutual understanding.

Further coalition would Geography and Research Center Margao, Goa and Rayat Shikshan Sanstha's Department Of Geography, Dahiwadi College and business.

Further coalition would foster exchange of talent for mutual benefits. Department of Parvatibai Chowgule College of Arts and Science, (Autonomous) Dahiwadi Tal. Man, Dist. Satara and business.

The agreement was signed by Principal Dr. Nandakumar N. Sawant of Parvatibai Chowgule College of Arts and Science, (Autonomous) Margao, Goa and Principal Dr. B. T. Jadhav of Rayat Shikshan Sanstha's Dahiwadi College Dahiwadi Tal. Man, Dist. Satara.

The agreement further emphasize as to build the professional relation in the area of consultation, research, training, placement of the students between, Department of Geography and Research Center Parvatibai Chowgule College of Arts and Science, (Autonomous) Margao, Goa and Department of Geography, Dahiwadi College Dahiwadi Tal. Man, Dist. Satara to the parties at their address and facsimile number as stated below:

To

: Principal Dr. Nandakumar N. Sawant

Address

: Parvatibai Chowgule College of Arts and Science, (Autonomous)

Margao, Goa

Attn to

: Prof. Dr. N. N. Sawant

Tel. No.

: (0832) 2722222

To

: Principal Dr. B. T. Jadhav

Address

: Rayat Shikshan Sanstha's

Dahiwadi College Dahiwadi,

Tal. Man, Dist. Satara (MS)

Attn to

: Principal Dr. B. T. Jadhav

Tel. No.

(02165) 220231

E-mail

dcdprincipal@gmail.com

# SIGNATORIES OF THIS AGREEMENT

Signed on

IN WITNESS WHERE OF, the undersigned, being duly authorized by their respective organizations, signs this MoU on the date as above written.

Signed by Principal Dr. Nandakumar N. Sawant

For and on behalf of

Parvatibai Chowgale College of Arts and Science, (Autonomous)

Margao, Goa

MARGAO

Office.

PARVATIBAI CHOWGULE COLLEGE OF ARTS & SCIENCE (AUTONOMOUS)

MARGAO-GOA

Signed by Prin. Dr. B. T. Jadhay

For and on behalf of.

Rayat Shikshan Sanstha's

Dahiwadi College Dahiwadi

Tal. Man, Dist. Satara (MS)

In the presence of Witness

1)Prof. Dr. A. J. Barakade

Head.

Dept.Of Geography

Dahiwadi College Dahiwadi

DAHIWADI JULLEGE, DAHIWADI TAL. MAN, DIST. SATARA.

Department Of Geography

2)Prof. Dr. V. P. Gaikwad Assit-Prof. of Geography

Dahiwadi College, Dahiwadi

3)Dr.Anil Yedage

**Assistant Professor** 

Parvatibai Chowgule College (Autonomous0

Margao Goa

# **MEMORANDUM OF UNDERSTANDING**

# BETWEEN MANGROVE SOCIETY OF INDIA



AND

# PARVATIBAI CHOWGULE COLLEGE, MARGAO GOA (AUTONOMOUS)



30TH JULY, 2018

# MEMORANDUM OF UNDERSTANDING

Between

# MANGROVE SOCIETY OF INDIA &

# PARVATIBAI CHOWGULE COLLEGE OF ARTS AND SCIENCE (AUTONOMOUS)

This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on this -- of July 2018 between MANGROVE SOCIETY OF INDIA [MSI-GC-D], DonaPaula, Goa, on the ONE PART and Department of Zoology of PARVATIBAI CHOWGULE COLLEGE, OF ARTS AND SCIENCE, MARGAO (AUTONOMOUS Parvatibai Chowgule College, Margao (hereinafter PCCASM) on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training, outreach and research.

WHEREAS MSI-GC-D is involved in wetland research and training.

AND WHEREAS PCCAS-M an autonomous Institution of higher learning.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking students' research based internship and research projects on wetland as per the expertise and logistics available with the PARTIES.

# Article 1. **Objectives**

- 1.1 Student Internships
- 1.2 Sharing of resources and infrastructure
- 1.3 Organisation of joint activities in research, training, community outreach, co and extra curricular areas.
- 1.4 Interdisciplinary research projects of faculty of Botany, Geography and Zoology.

# Article 2. Areas of Research Cooperation

- 2.1 Wetland Biodiversity, Mangrove research.
- 2.2 Genetics research
- 2.3 Application of Geospatial technology.

# Article 3. Forms of Cooperation

- 3.1 Joint Research projects for faculty and students.
- 3.2 Academic projects/ programmes for faculty of Zoology, Botany and Geography of PCCAS-M.
- 3.3 Seminars, Workshops, Conferences, trainings and lectures on topics of mutual interest & relevance
- 3.4 Public outreach programmes related to wetland Conservation.

# Article 4. Exchange of Information and Research Samples

- 4.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.
- 4.2 Samples exchanged between the PARTIES shall not be transferred to any third party for research and commercial purposes and that the unutilized portions of such samples must be sent back to the concerned coordinators identified under Article 6.1.

# Article 5. Publications and Intellectual Property Rights

- 5.1 Any research publications and intellectual property rights arising out of the students- and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by PCCAS-M and MSI-GC-D.
- 5.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both PCCAS-M and MSI-GC-D and the expenditure incurred thereof shall be borne jointly and equally by PCCAS-M and MSI-GC-D.
- 5.3 The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other PARTY [IES] shall be shared between the PARTIES, the terms and conditions of which shall be the subject matter of a separate agreement between the PARTIES.
- 5.4 The PARTIES shall not assign any rights and obligations to any third PARTIES without consent of the other party.

# Article 6. Implementation

6.1 The PARTIES agree to constitute an Advisory Committee as follows:

Executive Secretary: DR. ARVIND UNTAWALE	Principal: DR. NANDKUMAR SAWANT
Convener: DR. V INOD K DHARGALKAR	Convener: DR. NANDINI VAZ FERNANDES

- 6.2 The Advisory Committee shall meet at least once in a year either at **PCCAS-M** and **MSI-GC-D** to review the progress.
- 6.3 Based on the education, training and research requirements of students and staff, the advisory committee shall, in consultation with the faculty and scientists, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.
- 6.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

# Article 7. Finance

7.1 Each PARTY shall bear the respective costs of carrying out the obligations under this agreement.

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.

# Article 8. General Provisions

- 8.1 Research instrumentation, infrastructure and library facilities available at the PARTIES work place(s) shall be made available to the scientists, faculty, research scholars and students of the PARTIES.
- 8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.
- 8.3 The implementation of the areas- and forms of cooperation identified under Articles 2 and 3 shall be subject to the availability and convenience of research students, faculties and infrastructure facilities available at the PARTIES work places.
- 8.4 The PARTY organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works.

- 8.5 There shall be exchange visits by faculty members for academic and research purposes.
- 8.6 There shall be exchanges of students between both the parties with the convenience of both the parties so that students can be benefitted by the good teachers of both parties.
- 8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.
- 8.8 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
- 8.9 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing PCCAS-M and MSI-GC-D.

# Article 10. Entry into Effect and Termination

- 10.1 This MoU shall become effective on the date it is signed by the PARTIES and shall be valid for five years. This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY.
- 10.2 All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.

# Article 11. Amendments

- 11.1 This MoU represents the entire understanding between the PARTIES and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/ executed unless otherwise agreed to.

# Article 12. Assignment

12.1 This MoU is based on the professional competence and expertise of each PARTY and hence neither PARTY shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

# Article 13. Non-exclusivity

13.1 The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind. However, when entering into a particular education, training and research agreement, the participants may agree to limit each PARTY's right to collaborate with others on that subject.

This MoU has been executed in two originals, one of which has been retained by PCCAS-M and the other by MSI-GC-D

IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of MSI-GC-D

Name: DR. ARVIND UNTAWALE

Title: Executive Secretary, MSI

Seal:

Executive Secretary
MANGROVE SOCIETY OF INDIA
48, Nirmiti, Sagar Society, Dona Paula.

AGUATOWO

Goa - 403 004, India.

A Maga

In the presence

Name: DR. VINOD K DHARGALKAR

Title: Convenor

Address: MSI-GC-D

For and on behalf of PCCAS-M

Name: DR. WANDKUMAR SAWANT

& awant

Title: Principal / Head of Institution

Seal:

MARGAO GOA

In the presence

Name: DR. NANDINI VAZ FERNANDES

Title: Convener

Address: PCCAS-M