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Memorandum of Understanding

Between

**Government Polytechnic, Ratnagiri**



And

**Rajendra Mane College of Engineering and Technology,  
Ambav (Devrukh)**





महाराष्ट्र MAHARASHTRA

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सहस्रमुक्तीचा वेळ TD 115707



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**Memorandum of Understanding**

This Memorandum of Understanding (MoU) is effective as of \_\_\_\_\_ (Effective Date) to establish an affiliation by and between

*(Handwritten signatures)*



Government Polytechnic Ratnagiri, established in 1961 having its office at Ratnagiri 415612, India herein after referred to as GPR, of the FIRST PART,  
And

Rajendra Mane College of Engineering and Technology Devrukh, established in 1998 having its office at Ambav, Devrukh 415804 India hereinafter referred to as *RM CET*, of the Second Part, for the purpose of exchange of faculty, staff and students.

The aforesaid institutions are hereinafter referred to individually as *institute* and collectively as *institutes*.

## Preamble

WHEREAS, GPR and RM CET have many areas of common interest in Engineering and Sciences, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics, education and research.

NOW THEREFORE, GPR and RM CET have decided to enter into this Memorandum of Understanding (hereinafter referred to as MoU), which defines the framework for the cooperation of the two institutions set out in the following sections.

## ARTICLE 1: OBJECT

Both Institutes agree to develop the following collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity.

The two institutions shall seek to promote:

### a. Faculty Exchanges

- 1) The exchange of faculty to the mutual benefit of both institutions,
- 2) Collaboration in teaching, research and development, and consultancy studies in the field of mutual interest,
- 3) The exchange of academic materials and publications, Conducting lectures, Undertaking joint research,
- 4) Participating in seminars, symposiums, and other types of academic discussions,

The host institution shall provide to the Faculty from the other institution visiting them, a remuneration of Rs.500 per visit.

### b. Other Areas

- 1) to exchange information on research and educational programs,
- 2) to exchange information on teaching, learning material and other literature relevant to their educational and research programs,

- 3) to jointly organize short-term continuing education programs on topics of mutual interest and to invite each other's faculty to participate therein,
- 4) to organize jointly seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate therein,
- 5) to propose and engage jointly in research or training programs sponsored by funding agencies, and to invite each other's faculty to participate therein,
- 6) the provision of cultural and intellectual enrichment opportunities for staff and students of both institutes,
- 7) to use laboratory facilities in specific cases for a limited period,
- 8) to permit students, staff and faculty members to use library facility.

GPR and RMCET agree that detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity and person(s) responsible for its implementation.

## ARTICLE 2: COORDINATION

The Heads of concerned Departments of GPR and RMCET, between which the Faculty Exchange will take place, shall be the *de facto* coordinators from their respective institutions and they shall coordinate the Exchange on behalf of both the institutions.

## ARTICLE 3: CONFIDENTIAL INFORMATION

GPR and RMCET do not absolve any confidential information during the research activity.

## ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both institutes to this Memorandum.

Both institutes shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing.



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Any publication regarding such intellectual property shall only be possible with the prior written consent of both institutes, such consent not to be unreasonably withheld.

GPR and RMCET shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

#### **ARTICLE 5: VALIDITY**

The Memorandum shall remain in force for a period of ONE year commencing from effective date. Institutions may extend the term by written agreement signed by both after review.

#### **ARTICLE 6: TERMINATION**

Either institution may terminate the MoU by giving written notice of three months in advance to the other institution. Once terminated, neither GPR nor RMCET will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, GPR and RMCET will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

#### **ARTICLE 7: AMENDMENTS/MODIFICATIONS**

This MoU may be amended or modified by a written agreement signed by the representatives of both institutes.

#### **ARTICLE 8: ADHERENCE TO RULES & REGULATIONS**

Participating faculties, staff and students involved in any activities under this Memorandum must adhere to the Rules & Regulations of the institutes.

#### **ARTICLE 9: LEGAL EFFECT**

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.



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## ARTICLE 10: DISPUTE RESOLUTION

In case, there be a dispute relating to any aspect of academic cooperation, Principal, GPR and RMCET will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

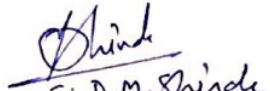
GPR and RMCET welcome the establishment of this Memorandum for co-operation and jointly agree to the provisions as set out above.

**Signed for GPR**



**Principal,**

**Government Polytechnic, Ratnagiri**



**D.M. Shinde**  
Witness-1

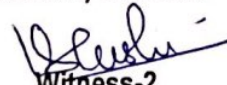
**Signed for RMCET**



**Principal,**

**Rajendra Mane College of  
Engineering and Technology,**

**Ambav, Devrukh**



**Witness-2**

**V.S. Joshi**