

Memorandum of Understanding (MoU)

Between

Parmita Education Society

**Modern College of Computer Science & Information Technology,
Aurangabad**

**Address: Sahjeevan Colony, Samarth Nagar, Aurangabad,
Maharashtra, India 431001**

And

**ICEEM College of Engineering Address: Gate No-4 CIDCO
Mahanagar Opp, Bajaj Auto Main Gate, Aurangabad,
Maharashtra, India 431001**

for

Academic Co-operation



Modern College of Computer Science and Information Technology (hereafter referred to as MCCSIT) and ICEEM College of Engineering (hereafter referred to as ICEEM)

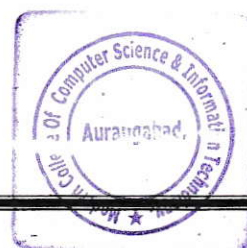
MCCSIT and ICEEM wish to establish a collaborative partnership across various disciplines through a mutual Memorandum of Understanding (MoU) effective from [effective date].

MCCSIT and ICEEM acknowledge their respective strengths in education and research within the fields of computer science, information technology, engineering, and related disciplines. Recognizing their shared interest in enhancing academic excellence and fostering subject knowledge and expertise, MCCSIT and ICEEM hereby agree to establish a program for academic cooperation in areas of mutual interest as outlined in the terms and conditions of this memorandum of understanding.

Objectives:

The goal of this cooperation is to foster collaboration, provide opportunities for expertise and experience, and facilitate the advancement of knowledge based on reciprocity, best efforts, mutual benefits, and frequent interactions. MCCSIT and ICEEM agree to explore the possibility of engagement in fields related to Science, Technology, and Languages, such as English, of mutual interest, particularly in the following areas:

- Provision of consultancy for the campus development of either institute.
- Exchange of information on teaching, learning materials, research, and other literature relevant to their educational and research programs.
- Exchange of faculties in the fields of Science, Commerce, Arts, and English language for knowledge transformation.
- Exchange of students in the fields of Science, Commerce, Arts, and English language for knowledge improvement.
- Joint organization of students' seminars, workshops, and short-term educational programs on topics of mutual interest, while extending invitations to each other's faculties to participate.
- Joint proposal and engagement in research or training programs sponsored by funding agencies, while extending invitations to each other's faculty to participate.



- Reciprocal exchange of students at the undergraduate level for a limited period for the purpose of education and/or research.
- MCCSIT and ICEEM will encourage collaboration in research areas of mutual interest.

Faculty Exchange:

- MCCSIT will warmly welcome Science, Commerce, Arts, and English language faculties from ICEEM to visit MCCSIT for the purpose of delivering lectures, conducting practical sessions, sharing experiences, and engaging in scientific research.
- Similarly, ICEEM will extend a warm welcome to Science, Commerce, Arts, and English language faculties from MCCSIT to visit ICEEM for the purpose of delivering lectures, conducting practical sessions, sharing experiences, and engaging in scientific research.
- Proposals regarding the topics, individuals, and duration of visits will be communicated within a reasonable timeframe prior to the proposed visit.

Student Exchange:

- MCCSIT and ICEEM agree to facilitate an exchange of students nominated by their respective institutions for the purpose of conducting studies as outlined in this agreement.
- Both institutions also encourage the exchange of students within the context of professional internships.
- Participating students will maintain their status as students pursuing degrees from their home institution while enrolling as affiliate (or non-award, non-degree) students at the host institution.
- The duration of the exchange will be mutually approved and shall not exceed a total of 12 months, except in special cases at the discretion of the signatories of this MoU.
- Each institution will nominate students for the exchange and provide relevant student data to the host institution, accompanied by an official academic transcript.
- The host institution will assess the suitability of nominated students and assign an appropriate supervisor.
- It is expected that the host institution will accept the nominations except in extraordinary circumstances. In such cases, the parent institution may submit another application for consideration.



- For students participating in course programs, the host institution will provide transcripts of their grades to the parent institution at the end of the exchange term.
- Students participating in joint research programs will pursue research projects developed in consultation with the parent institution, adhering to the regulations of the host institution. A supervisor at the host institution will provide a report on the exchange student upon completion of their term.
- Project reports will be written in the language of the parent institution, with a copy translated into the language of the host institution for record-keeping.
- Each exchanged student will enjoy the rights and responsibilities afforded to other students on the host campus.
- The host institution will assist exchange students in finding suitable accommodation.

[IV] Resources Exchange:

MCCSIT and ICEEM will explore the possibility of exchanging technical experts in the fields of experimental science and language to support the faculty of each institution. This may include laboratory support staff to assist in practical and experimental understandings.

[V] Research Projects:

- Both institutions will endeavor to share information about ongoing research activities to facilitate contacts and collaboration among professionals working within the same field.
- Research projects and the composition of research teams will be subject to approval by the participating institutions. Consideration will be given to assessing the need for participating staff and determining the location of the research activity.
- Each research project will be led by a designated team leader, who will be responsible for reporting on the progress and outcomes of the research projects.

[VI] Confidentiality

- It is recognized that there may arise occasions when MCCSIT and ICEEM need to disclose certain confidential and proprietary information in various forms, such as written, oral, visual, or physical/sample form. The receiving party may come into possession or control of such information, collectively defined as confidential



information. The receiving institution agrees to maintain the disclosing institution's confidential information in confidence and shall apply security measures and a degree of care no less than that applied to its own confidential information. This ensures adequate protection against unauthorized disclosure, copying, or use.

- For the purposes of this clause, "Confidential Information" shall encompass any information disclosed by the disclosing institution to the receiving institution, whether directly or indirectly, orally or in writing, through inspection of tangible objects (including, but not limited to, documents, prototypes, samples, media, documentation, discs, and code).

Confidential information shall not include information or data that falls under the following conditions:

- Information that is in or becomes part of the public domain or is generally available to the public without a breach of this MoU by the receiving institution.
- Information that the receiving institution can demonstrate was already in its possession or knowledge, or that of its representatives, prior to receipt from the disclosing institution, and was not previously acquired from the disclosing institution under an obligation of confidence.
- Information obtained by the receiving institution from a source other than the disclosing institution, without a breach by the receiving institution, or to the best knowledge of the receiving institution, without any obligation of confidentiality or non-use towards the disclosing institution.

[VII] Intellectual Property Rights (IPR)

Information on research results and scientific materials (reports, articles, books) will be freely exchanged, taking into consideration the mutually agreed provisions of Intellectual Property Rights (IPR). All intellectual property solely conceived and/or developed by MCCSIT and ICEEM jointly during the course of this Agreement shall be jointly owned. Intellectual property solely conceived and/or developed by MCCSIT during the course of this Agreement shall be owned by MCCSIT. Intellectual property jointly conceived and/or developed by MCCSIT and ICEEM will be jointly owned by both institutions. Each institution may utilize such property for



research and scholarly purposes. MCCSIT and ICEEM agree to collaborate towards the protection, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be negotiated in good faith between the institutions.

[VIII] Funding for Activities

- The two institutions will actively seek funding for the link program from various sources.
- Acquired funds will be subject to the accounting procedures of both Institutions.
- Collaborating institutions will provide logistical support for initiating the collaboration and for drafting proposals for the activities.
- The cost of visits by faculty or students to the reciprocal institution will be borne either by the individuals or their parent institutions.

[IX] Mere Understanding

This MoU serves as a basis of understanding between MCCSIT and ICEEM towards one or more formal agreements that may be executed by the institutions. It is clarified that this MoU does not constitute a legally binding agreement and therefore is not enforceable as such.

[X] Co-Coordinator

Both institutes will designate individuals who will be responsible for coordinating and implementing this agreement for the benefit of their respective institutions.

[XI] Coordination

The following arrangement is proposed for the coordination of collaboration:

Each institution (MCCSIT and ICEEM) shall appoint one member of its teaching staff to coordinate the program on behalf of their respective institute.

A coordination committee, comprising the Principal of MCCSIT or their nominee, the Principal of ICEEM or their nominee, the Program Coordinator from MCCSIT, and the Program Coordinator from ICEEM, will periodically review and identify ways to strengthen cooperation between the two institutions.



[XII] Arbitration Clause

In the event of any dispute arising regarding any aspects of academic cooperation, the Principal of MCCSIT and the Principal of ICEEM will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

[XIII] General Provisions:

- Both institutes will conduct teaching and learning activities as a follow-up to this MoU, adhering to the appropriate regulations existing within each institution.
- The two institutes will initiate and facilitate the exchange of faculty as well as students to broaden the scope of education.
- All publications resulting from the collaboration between the two institutes will be acknowledged in the scientific reports of each institute. Likewise, this MoU must be referenced in all formal representations resulting from the collaboration under the terms of this MoU.

[XIV] Term and Termination

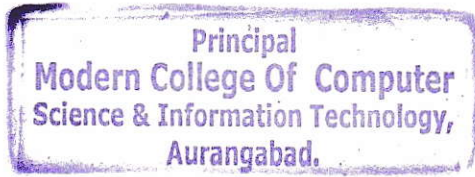
- This MoU shall remain in force for an initial period of five (5) years from the date of signing, unless its validity is renewed for a further period mutually agreed upon by both institutions.
- This MoU may be terminated at any time by either institution with three months' notice provided to the other institution in writing.
- Notwithstanding any termination or expiration of this MoU, the rights and obligations under the clauses on confidentiality, intellectual property rights, and coordinators shall survive and continue, binding the institutions and their legal representatives, successors, and assigns.

[XV] Signed in Duplicate

This MoU is executed in duplicate, with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officers, have caused this MoU to be executed, effective as of the day and year first above written.

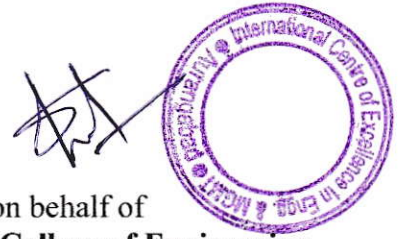


K. Waghmare



For and on behalf of
**Modern College of Computer Science
& Information Technology, Aurangabad**
Principal

Date: 10/10/2018
Place: Aurangabad



For and on behalf of
**ICEEM College of Engineering,
Aurangabad**
Director

Date: 10/10/2018
Place: Aurangabad