



महाराष्ट्र MAHARASHTRA

© 2021 ©

BL 810347

प्रधान मुद्रांक कार्यालय, मुंबई.
प.मु.वि.क. ८००००९९
10 MAR 2022
सक्षम अधिकारी

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, entered into this day of January 22nd 2022, by and between **DEPARTMENT OF BIOCHEMISTRY SIES COLLEGE OF ARTS, SCIENCE AND COMMERCE (AUTONOMOUS)**, THE FIRST PARTY hereby referred to as **SIESASC** and **CHAMBER FOR ADVANCEMENT OF SMALL AND MEDIUM BUSINESSES**, THE SECOND PARTY hereby referred to as (CASMB).

श्रीम. एन. एस. सांगळे

(First party and Second party are hereinafter jointly referred to as 'Parties' and individually as 'party')

WHERE AS:

- First Party is Higher Educational Institution named: **SIES COLLEGE OF ARTS, SCIENCE AND COMMERCE (AUTONOMOUS)**,
- CASMB** the second party is engaged in helping MSMEs grow and through the initiative of Foodtech Pathshala is into skill development and in promoting education and research in the field of food technology and related fields.
- CASMB**, the Second Party is promoted by Industry Members
- First party and Second Party believe that collaboration and co-operation between themselves will promote more effective use of each other's resources, and provide each of them with enhanced opportunities.
- The Parties intent to cooperate and focus their efforts on co-operation within area of Skill-based Training, Education and Research
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

21 MAR 2022

037435



गाडपत्र-२ / Annexure - II

MOU



- १. मुद्रांक विक्री नोंदबही अनु. क्रमांक / दिनांक
- २. दस्ताचा प्रकार
- ३. दस्त नोंदणी करणार आहेत का ?
- ४. मिळकतीचे थोडक्यात वर्णन
- ५. मुद्रांक विकत घेणाऱ्याचे नाव व सही.
- ६. हस्त असल्यास त्यांचे नाव, पत्ता व सही
- ७. दुसऱ्या पक्षकाराचे नाव
- ८. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक

SIES

College

परवाना क्रमांक ११
21 MAR 2022

Bongale 7

मुद्रांक विक्रीचे ठिकाण / पत्ता : सौ. कांचन हर्षद बोंगाळी

प्लॉट नं. २, विल्डींग नं. ४, कोलगेट मैदानासामोर,

साईबाबा मंदिराजवळ, खेरनगर,

भोन्डा (पूर्व), मुंबई - ४०० ०५१.

त्या कारणासाठी ज्यांनी मुद्रांक शुल्क खरेदी केला त्यांनी त्याच

खरेदी केल्यापासून ६ महिन्यात वापरणे संपन्नकारक आहे.

१०२२८५११०५०९

MEMORANDUM OF UNDERSTANDING

AGREEMENT, entered into this day of January 2022 by and between DEPARTMENT OF INDUSTRY AND COMMERCE (AUTONOMOUS), THE FIRST PARTY hereby referred to as SIESAC and CHAMBER FOR ADVANCEMENT OF SMALL AND MEDIUM BUSINESSES (AUTONOMOUS) (CASMI).

A. First party is the official institution of Government of Maharashtra and the second party is the Chamber for Advancement of Small and Medium Businesses (CASMB). CASMB is a non-profit organization established in 1993 through the initiative of Government of Maharashtra to help in the development of small and medium enterprises in the field of food technology and related areas. CASMB the second party is a member of the industry members. The first party and second party have entered into a Memorandum of Understanding (MOU) to promote and support the growth of small and medium enterprises in the field of food technology and related areas.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

1. Both Parties are united by common interest and objectives, and they shall establish channel of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
2. First and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry.
3. The general terms of the co-operations shall be governed by this MOU. The parties shall co-operate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreement, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The terms of Definitive Documents, this MOU shall represent the entire understanding as to the subjects matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU.

1. The budding graduates from the institution could play key role in the technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
2. **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching/ training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
3. **Industrial Training and Visits:** Industry visit and Institution interaction will give an insight in to the latest developments/requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its member companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have smooth transition from academic to working career. The Second Party will provide Labs/ Workshops/Industrial sites for the hands-on training of the learner enrolled with the First Party.
4. **Research and Development:** Both Parties have agreed to carry out joint research activities in the fields of Food Technology, nutraceuticals and related areas.
5. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
6. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
7. **Faculty Development Programs:** Second Party to train the faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standard in concerned sector, if available.

8. **Activities Under This Agreement** - It is expected that activities taking place under this agreement will be initiated primarily in coordination with their respective administrative units concerned with such activities. All activities undertaken must conform to the policies and procedures in place at each institution. Both Parties to obtain all internal approvals, consents, permission and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
9. **Planning and Management of Activities** - Each distinct collaboration program or activity will be described in separate 'Activity Agreement' drawn up jointly by the collaborating units, and signed by the heads of these units. Such agreements will specify the names of those individuals on each institution responsible for the implementation of the program.
10. **Funding of Activities** - There is no financial commitment on the part of the SIESASC, the First Party to take up any program mentioned in the MOU. If there is any financial consideration, it will be dealt separately. Activity Agreement should make financial costs and obligations explicit. Collaborating units are encouraged to work together to identify and secure any outside funding which may be needed. Projects requiring funding must be approved by both institutions.
11. **Placement of Trained Students:** Second Party will actively engage to facilitate and help the delivery of the training and placement of students of the First Party into internships/Jobs.
12. **Limitation and Warranties:** Each party shall ensure that the other is not put to any liability for any act of the respective party under this MOU.
Each Party represents that they have full power and authority to enter into this MOU in general.

CLAUSE 3 INTELLECTUAL PROPERTY:

1. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other party.
2. Both the Parties may receive information proprietary to other Party (the "Confidential Information") in the course of performance of their obligations under this MOU. Confidential Information is not meant to include any information which (a) is publicly available (b) is rightfully received by the Parties from third parties without accompanying secrecy obligations; (c) is already in either Parties possession and was lawfully received from sources other than the parties or (d) is independently developed by the Parties. The two bodies understand and acknowledge that the Confidential Information is valuable and confidential and agrees that it will at all times be kept in trust, to be disclosed only to such persons as have a "need to know" the same for the effective implementation of this MOU and that it will only be used by the parties for the benefit of others.
3. Both the Parties understand and agree that all written or other tangible data and documentation developed or procured by the other Party in performing its obligations under this MOU, whether in printed or electronic form, belongs to other party and that other party will have all rights, title and interest therein.

CLAUSE 4 VALIDITY:

1. This agreement will be valid until it is expressly terminated by either Party on the mutually agreed terms.

2. Either Party may terminate this MOU by providing 60 days advance written notice to the other party. In the event of Termination, both parties have to discharge their obligations.
3. **Modification** - The terms of this Agreement may be changed or modified only by written amendment signed by authorized agents of the Parties hereto.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES:

1. It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.
2. Either Party shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other.
3. Any and all disputes or differences arising out of or in connection with this MOU or its performance shall, so far as it is possible, be settled by negotiations between the Parties amicably through consultation & understanding.
4. Either Party shall indemnify and hold each other harmless from and against any claim, loss, liability, or expense, including, but not limited to, damages, patent and trademark infringement, costs and attorneys' fees, arising out of or in connection with any acts or omissions of their agents or employees.

CLAUSE 5 NONDISCRIMINATION:

Either Party agree that no person shall on the grounds of race, color, national origin, gender, sexual orientation, or creed be excluded from participation under the terms of this agreement.

IN WITNESS THEREOF, SIESASC and __- have executed this Agreement as of the date first above written.

FOR, SIESASC

Dr. Deepali Kothekar
13/04/22
Dr. Deepali Kothekar
Head, Dept. of Biochemistry

Dr. Uma Shankar
13/04/22
Dr. Uma Shankar
Principal

FOR, CASMB

Mr. Nilesh Lele
Mr. Nilesh Lele
President, CASMB

In presence of witness:

Name : SUVEERA BELLARY
Sign : *Suaveera Bellary*
Designation : ASSISTANT PROFESSOR
13/04/22
Place : Mumbai

In presence of witness

Name : KRITI PANT
Sign : *Kriti Pant*
Designation : ASSISTANT PROFESSOR.