



# RAHUL COLLEGE OF EDUCATION

## (ENGLISH MEDIUM)

(B.Ed., N.C.T.E Recg. No. WRC/5-6/89/2006. Dtd. 27/09/2006 Code No. APW03437/123403, NCTE Revised Order F. No. WRC / APW03437 / 123403/2015 / 152873 Dated. 19 Sept. 2015, Affiliated to The University of Mumbai Aff/Recog.1/1249 of Dtd. 28 Feb. 2007, Govt. of Maharashtra, B.Ed. 2006/(503/06) MASHI - 1, Dtd. 7 Oct. 2006) (M.Ed. NCTE Recg. No.WRC/5-6/110/2008/46779, Dated 18/11/2008, Govt. of Maharashtra No.M.Ed. / 2008/(416/08) Mashi-2 Dated.15/07/2009, AFFILIATION NO. PG/2/3172 OF 2009 Dated 21/08/2009)

Ref. No. : \_\_\_\_\_

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

### MEMORANDUM OF UNDERSTANDING (MOU)

**Rahul College of Education, a teacher Education College under Shree Rahul Education Society**, a TRUST incorporated under the relevant laws of Bombay Public Trust Act 1950, through its authorized signatory, Chairman Shri Lallan R. Tiwari, having its registered office at C/O Mother Mary's Jr College, Navghar Road, Bhayander East. Thane - 401105. (hereinafter referred to as "College" which expression shall unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **First Part**.

**And**

**Saraswati Education Centre**, a company incorporated under the relevant laws of the Indian Companies Act, 1956, and other relevant applicable provisions as deemed necessary, through its Founder Director and authorised signatory Mr. Kaushik Rawal having its registered office at 1St Floor, mathura niwas, Navghar Rd, opp. Shani Mandir, Bhayandar, Chandan nagar, Bhayandar East, Mira Bhayandar, Maharashtra 401105 (referred to as "**Saraswati**" which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) of the **Second Part**.

**Rahul College of Education and Saraswati** hereinafter collectively be referred to as the "Parties" and individually referred to as a "Party".

#### Whereas

1. The parties are interested in working together in connection with the purpose which is prescribed in section 1.
2. This MoU sets out the initial relationship between the parties as well as the respective rights and responsibilities Party.
3. This MoU is not intended to be legally binding but it is intended to document the expectations of each Party except obligations contained in the Clause on Confidentiality which is intended to be binding on the Parties herein.
4. Each Party respectively is expected to act in good faith in accordance with the MoU.

Managed by : **Shree Rahul Education Society**

C/o. Mother Mary's Jr. College, Navghar Road, Bhayandar (E), Dist-Thane 401105, Maharashtra.

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## 1. Objective and Purpose

Ref. No. : **●** The objective of this MOU is to express the willingness of both parties to engage in a possible association between both parties. Date : \_\_\_\_\_

**●** **Rahul College of Education** intends to partner with **Saraswati Education Center** for the following purpose/s:

- **Saraswati can provide deep learning and capacity building in various technological software and build IT/Computer skills thereby creating opportunities for students to explore the dynamic field of Ed Tech.**
- **Rahul College of Education to partner with Saraswati to create employment opportunities and assist in up-skilling teachers along with skill gap training for pre-service and in-service teachers across Teacher Education colleges in India.**

## 2. Product & Offerings

Both parties agree to discuss and evaluate each other's proposal in good faith to arrive at a consensus mutually agreeable and move to enter into a legally binding agreement.

### 2.1 Saraswati Education Center Offerings

- Saraswati will conduct orientation/induction organize seminars/webinars, and offer various certificate programs for the students of Rahul College of Education in the field of Ed Tech/Software/Digital Learning etc.
- Saraswati will provide expertise through resource persons for the conduction of guest lectures provide more value addition to the college and assist in creating an ed tech domain.

### 2.2 Rahul College of Education Offerings

- Rahul College of Education along with Saraswati will provide training to teachers and help in the engagement of pre-service and in-service teachers across Teacher Education institutions, schools and colleges in India wherever mutually decided and consented upon.
- Rahul College of Education will develop modules for in-service teacher training programs in association with Saraswati.

## 3. Changes to Memorandum

This Memorandum may be amended at any time by agreement between the Parties. Any change to this memorandum must be made in writing and signed by the Parties.

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### 4. Confidentiality

Ref. No. ~~\_\_\_\_\_~~ Notwithstanding anything contained herein, this "Confidentiality" clause is intended to be legally binding on both the Parties herein. Date: ~~\_\_\_\_\_~~

The Parties each acknowledge and agree that in connection with this Memorandum, they may have access to confidential and/or commercially valuable information to one or more of the other Parties ("Confidential Information").

The Parties each hereby acknowledge and agree that they may be both the receiving Party in relation to some Confidential Information ("Receiving Party") and the disclosing party in relation to some other Confidential Information ("Disclosing Party") and the terms of this Memorandum may apply to a Party as both a Receiving Party and Disclosing Party, as the context so provides.

For the purpose of this Memorandum, Confidential Information may include but is not limited to:

1. Information of whatever nature relating to the Project or to any other Party (Whether relating to the Project or otherwise)
2. Any information derived from any other information which falls within this definition of Confidential Information; and
3. Any copy of any Confidential Information.

In relation to Confidential Information:

1. The Receiving Party shall keep the information confidential and secret.
2. The Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the project in accordance with the Memorandum.
3. The Receiving Party shall not release the Confidential Information to any other party unless that party is an advisor who is under a duty of Confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

### 5. Timing and Duration of Project

1. This Memorandum will commence on 01.07.2018.
2. The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project (the "Agreement") on or before - \_\_\_\_\_.
3. This Memorandum will remain in effect until the commencement, or unless and until otherwise terminated by the Parties.
4. The parties may terminate this Memorandum by mutual Agreement.
5. Either Party may terminate this Memorandum by providing 30 days' notice in writing to other the Party.

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In the event that this Memorandum is terminated:

- Ref. No. : 1. ~~Neither party will, under this Memorandum incur any financial liability to the other party and~~ Date : \_\_\_\_\_
2. Notwithstanding the preceding sub-clauses hereof, either party may incur liability towards the other party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort or equity.
  3. In the event that a party ("First Part") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other party ("Second Part"), then the First Part must promptly return all items as to the Second Part, or destroy any items if directed to do so by the Second Part; and
  4. The obligations provided in the "Confidentiality" clause of this Memorandum will continue for the periods as provided in those clauses.

## 7. General Terms of MOU

**Duration of MOU:** This MOU shall be operational upon signing and will have a duration of 36 Months. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.

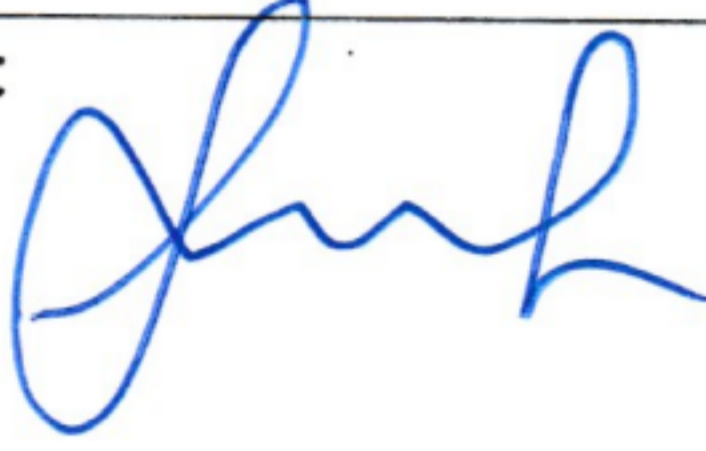
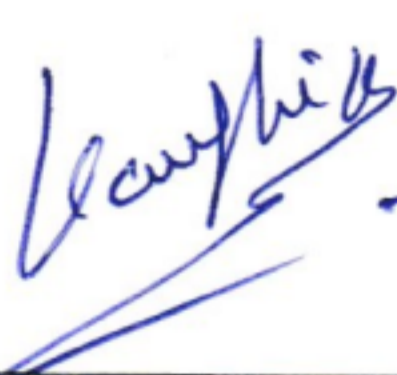
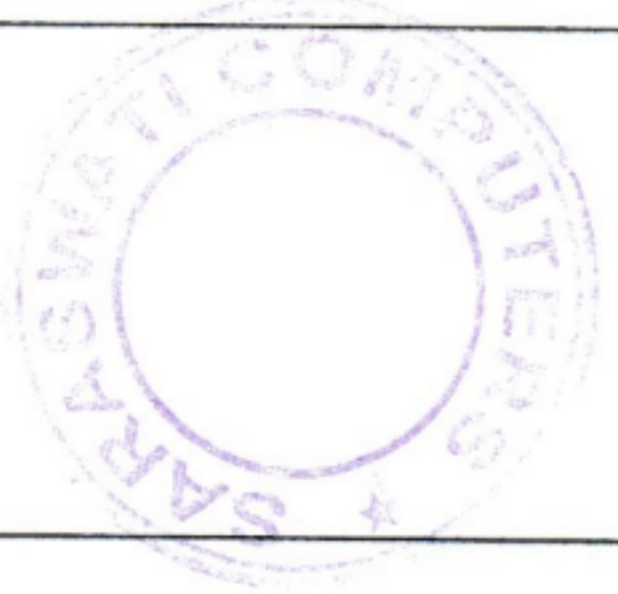
**Coordination:** To carry out and fulfil the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and coordinate the implementation of activities. Rahul College of Education and Sanctum staff will meet regularly (preferably with two days' notice) to discuss progress and plan activities.

**Communications:** All notices, demands and other communication under this agreement in connection herewith shall be written in English language and shall be sent to the last known address, e-mail, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

**Addendum:** Any addendum to this MOU shall be in writing and signed by both parties.

The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on 01.07.2018.

Signature: 	Signature:  
For, Rahul College of Education – Name: <u>Sanjana Mishra</u> Designation: I/C Principal.	For, Saraswati Education Center – Name: <u>Kausik R. Pawar</u> Designation: _____

**Date:**

**Place: Bhayandar.**

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