

Memorandum of Understanding

This MOU has been entered on this 07.12.2022

Between

Rahul College of Education having its premises (Proposed) situated at Mira Road 401107, represented by Mrs Sanjana Mishra, I/C PRINCIPAL, Rahul College of Education hereinafter referred to as “COLLEGE” (which terra shall wherever the context so requires, mean and include its successors and assigns) of the “**FIRST PARTY**”

AND

“**MES’s Pillai College of Education and Research, Chembur**” (Name of College) having its college/school premises situated at Chembur, Mumbai (Area, and District), represented by **Dr. Reni Francis, Principal** (Name and Designation of Signatory Authority) hereinafter referred to as “COLLEGE” (which terra shall wherever the context so requires, mean and include its successors and assigns) of the “**SECOND PARTY**”

WHEREAS, FIRST PARTY is a college affiliated with the University of Mumbai, approved by the Government of Maharashtra, and recognized by the National Council for Teacher Education providing undergraduate degrees in the field of Education.

WHEREAS, SECOND PARTY is a college/school affiliated with the University of Mumbai, approved by the National Council for Teacher Education (UGC and/or State Private University with a special charter Act/Deemed – to – be University under section 3 of the UGC Act 1956), and recognized by the National Council for Teacher Education providing B.Ed. and PhD. degrees in the field of Education.

WHEREAS, FIRST AND SECOND PARTY are entitled to jointly organize training programs, skill-based training courses, Seminars, Workshops, Refresher Courses, Faculty Development Programs, and Conferences, related to students and teachers from both the college premises;

Managed by: Shree Rahul Education Society

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

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AND WHEREAS the college has shown interest to have the college tie-up with the Second Party to enable the college to impart training courses, Seminars, Workshops, Refresher Courses, Faculty Development Programs, and Conferences, related to students and teachers from both the college premises;

AND WHEREAS “MES’s Pillai College of Education and Research, Chembur” has agreed to jointly organize training programs, skill-based programs, seminars, workshops, and faculty development programs for the students as well as the teaching faculty and share the infrastructure and know-how.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS AND PROMISES MADE HEREINAFTER THE PARTIES HERETO AGREE AS FOLLOWS –

1. DEFINITIONS

- 1.1. The Term “**Commencement**” shall mean the date of signing of the MOU
- 1.2. The Term “**Center**” shall mean the classrooms/lab at the college premises
- 1.3. The Term “**Month**” shall mean a calendar month and “**Year**” shall mean an academic year

2. RESPONSIBILITY:

2.1. FIRST PARTY:

- 2.1.1. The College shall be sharing the infrastructure or basic facilities to conduct curricular and co-curricular activities for the students and teachers.
- 2.1.2. The College shall be expected to render full support and cooperation during the functioning of the various activities between both colleges.
- 2.1.3. The College and the Second Party will jointly maintain the attendance of both the students

2.2. SECOND PARTY:

- 2.2.1. The College shall be sharing infrastructure or basic facilities to conduct to curricular and co-curricular activities for the students and teachers.

2.2.2. The College shall be expected to render full support and cooperation during the functioning of the various activities between both colleges.

2.2.3. The College and the Second Party will jointly maintain the attendance of both the students

3. **MANPOWER:**

3.1.1. The Managerial and Non-Teaching staff required for the activities shall be provided by both colleges

4. **VALIDITY:**

4.1.1. This MOU shall come into force from the date of signing and will be valid for 2 (Two) years from there onwards.

4.1.2. Negotiations as to any extension of this MOU of another 2 years to the terms of any such extension shall be taken up one (1) month prior to the expiry of this MOU subject to the approval of the Governing Body of the College. The MOU shall stand NULL & VOID thereupon.

5. **TERMINATION:**

5.1. Except or otherwise provided, this MOU can be terminated by 3 months' prior written notice by either party during the tenure of the contract.

5.1.1. Upon the breach of one or more of its obligations hereunder, provided that this MOU shall not be terminated if the defaulting Party has cured the default within thirty (30) days after the notice has been given.

5.1.2. Upon either Party transferring the whole or any important PARTY of its business or;

5.1.3. Upon either Party merging with or becoming controlled directly or indirectly by any company or entity not agreeable with the other.

6. **ARBITRATION:**

Any dispute or differences, which may arise out of this MOU or in the institution there are, including any dispute relating to its validity or effect shall be settled under the provisions of the Arbitration and Conciliation Act, 1996.

7. CONFIDENTIALITY:

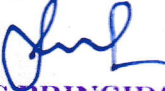


- 7.1. Notwithstanding anything contained herein, this “Confidentiality” clause is intended to be legally binding on both the Parties herein. The “Confidential Information” will be discussed and planned by the First party and Second Party and unanimously arrive at decision.
- 7.2. The Parties each acknowledge and agree that in connection with this Memorandum, they may have access to academic and activity related confidential and/or commercially valuable information to one or more of the other Parties (“Confidential Information”) with prior intimation by either party.
- 7.3. 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.
- 7.4. For the purpose of this Memorandum, Confidential Information may include but it’s not limited to:
 - 7.4.1. Information of whatever nature relating to the Project or to any other Party (Whether relating to the Project or otherwise)
 - 7.4.2. Any information derived from any other information which falls within this definition of Confidential Information; and
 - 7.4.3. Any copy of any Confidential Information.
- 7.5. In relation to Confidential Information:
 - 7.5.1. The Receiving Party shall keep the information confidential and secret.
 - 7.5.2. 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.
 - 7.5.3. 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.

8. JURISDICTION:

All Legal Matters will be heard and settled in the City of Mumbai Jurisdiction only.

IN WITNESS WHEREOF the Parties hereto have hereunto caused their respective Common Seal to be hereunto affixed the day, month and the year first above written.

07.12.2022 (Date of Signing the MOU)

For "Rahul College of Education" (FIRST PARTY)	For "MES's Pillai College of Education and Research, Chembur" (SECOND PARTY)
Signature:  I/C PRINCIPAL, RAHUL COLLEGE OF EDUCATION Navghar Road, Bhayandar (E), Dist. Thane - 401 105.	Signature:  Dr. Reni Francis Principal Mahatma Education Society's Pillai College of Education & Research Chembur, Mumbai - 400 071.
Name: Mrs. Sanjana Mishra	Name: Dr. Reni Francis
Designation: I/C Principal	Designation: Principal
Witness: <ul style="list-style-type: none">Name: Ms. Sarita VishwakarmaDesignation: Assistant ProfessorAddress: C5 /903 Poonam Heights , Kalvriksh Complex, Virar (W) 401303  <ul style="list-style-type: none">Signature of Witness:	Witness: <ul style="list-style-type: none">Name: Dr. Jaya CherianDesignation: Assistant ProfessorAddress: Chembur Naka, Opposite Chembur Fire Brigade, Chembur. Mumbai 400071 <ul style="list-style-type: none">Signature of Witness: