MEMORANDUM OF UNDERSTANDING

Between

Govindram Seksaria Science College, Computer Science department, Belgaum, Karnataka

and

Vivekanand College (Autonomous) Department of Computer Science, Kolhapur, Maharashtra

Effective from Tuesday 22nd March 2022 till Monday 22nd March 2027.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made effective as on the Tuesday 22nd day of the month of March 2022 ("Effective Date") till Monday 22nd day of the month of March 2027.

Between

Govindram Seksaria Science College, Computer Science department, Belgaum, Karnataka, (hereinafter called "GSS College" which expression shall where the context so admits include its successors and permitted assigns) of the one part;

And

Vivekanand College, Kolhapur (Autonomous), Department of Computer Science

PREAMBLE

It is the need of hour to work in collaboration to achieve and maintain the Education and Research standards in any institute. Individual academicians from University campus schools and constituent/private Institute should join their hands in academics and research. This helps to increase the academic and research standards as well as the student quality at national level. This also helps in tackling the local problems and work towards the sustainable development of the region.

Vivekanand College, Kolhapur (Autonomous) and Govindram Seksaria Science College, Belgaum:

South Konkan Education Society (commonly known as SKE Society) had started the Rani Parvati Devi College with Arts and Science course way back in 1945 at Savantwadi, Maharashtra. Later the Rani Parvati Devi College was relocated to Belgaum in 1948. During 1966 due to increase in student strength the college was bifurcated as Rani Parvati Devi College of Arts and Govindram Seksaria Science College. Presently, GSS College is affiliated to Rani Channamma University, Belagavi (RCU), and is a premier educational institute in North Karnataka imparting quality education in Science and committed to overall development of students. The college is re-accredited with "A" Grade (3.10 CGPA) by NAAC and enjoys CPE status of UGC. The college has a proud track record of consistent high results at degree level.

It is engaged in providing quality education through well qualified and dedicated teaching staff. Several departments have shown high quality research by receiving funding from UGC, DST, MoES etc. Through this MoU these departments will be strengthened further in their researches. The department of Geology, Chemistry, Zoology and Physics are engaging major and minor projects. Society has PG courses in Chemistry, Botany, Zoology, Physics.

The Department of Computer Science is committed to promoting intellectual excellence and developing knowledge that is relevant to the latest technological developments. The mission of the Computer Science Department at G.S.S College

is to create a high-standard academic environment that provides Computer Science (CS) students with a solid, technical foundation that enables them to be key players in the local and regional market. The Computer Science Department was started in the year 1995, to impart Computer knowledge to the Degree Students.
the department has a well-equipped, spacious laboratory consisting of about 40 systems with latest configuration. The entire laboratory is networked so as to enable the students to share other peripheral devices such as high-speed printers, internet connection etc.

About Vivekanand College, Kolhapur:
Swami Vivekanand Shikshan Sanstha, Kolhapur' is one of the few renowned and leading educational institutions in Maharashtra (India). Dr. Bapuji Salunkhe started toying with his dream- project of founding an educational institute which he did in 1954. He made the resolution of founding 'Shri Swami Shikshan Sanstha' in a small temple of Lord Muralidhar (Lord Krishna) Situated on the confluence of holy rivers the krishna and the Koyana. He selected equally holy place to begin the sacred mission which, later on, become a life-time work for Dr. Bapuji Salunkhe. Vivekanand College, Kolhapur which was established in 1964 is known as one of the best quality colleges in Maharashtra. The U.G.C. granted autonomy to this college from the academic year 2018-19. About 8000 students are enrolled every year for various programmes. Besides the conventional programmes like B.A., B.Com. and B.Sc., the college offers the professional programmes like B.B.A., B.C.A., B.C.S., B.Sc. (Biotechnology), B.Sc. Microbiology, B.Voc., Community College and M. B. A. The college also provides opportunity to undertake degrees like B.A., B.Com., B.Sc., B.Lib., M.Lib. and M.B.A. of YCMOU, Nashik. Till date in all 27 minor and major research projects are undertaken by the faculties. Our Placement Cell is very active as during last five years 537 students are placed in the various organizations like Wipro, Infosys, TCS, Patni Computers, Eton, Reliance Insurance, Federal Bank and South Indian Bank. The students are also guided for State Civil Services examinations at our Competitive Examination Guidance Centre which has produced more than 100 officers during the last five years. Considering the strengths of the college, the NAAC, Bangalore has reaccredited the college with 'A' Grade. The college is identified twice as the "College with Potential for Excellence" by the UGC, and included in "The Star College Scheme" by the DBT, Govt. of India.

Department of Computer science:
The mission of the Department is to Build a strong research and teaching environment to the students so that they will become competent professionals for industry and research organizations at the national and international levels. The Computer Science Department was started in the year 1995, to impart Computer knowledge to the Degree Students. The mission of the Department is to develop undergraduate students for productive careers in IT industry, academia and government sectors by providing an outstanding environment for teaching, learning and research in the theory and applications of computing. The Department places high priority on establishing and maintaining innovative programs to enhance its

education quality and make it an important regional, national and international resource centre for discovering, integrating and applying recent knowledge and technologies. The department has a well-equipped, spacious laboratory consisting of about 55 high configuration computer systems with 2 dedicated servers (Windows and Linux). The entire laboratory is connected with the structured networking so as to enable the students to share other peripheral devices such as high-speed printers, internet connection etc.

1. **Objectives**
The objectives of the MoU are the following:
  (i)   Collaborative research by sharing knowledge and laboratory.
  (ii) Conducting workshops/seminars/group discussions/crash/courses/bridge courses/field visits etc.
  (iii) Guidance regarding research and publishing the data.
  (iv) Upgradation of knowledge and technology development.
  (v)   Faculty exchange and Student exchange.

2. **Financial Arrangements**
Each party shall bear its own expenses incurred in the course of its performance under this Agreement.

3. **Intellectual property (IP)**
Credit of outcome of the collaboration should accrue credit to both the institutions.

4. **Confidentiality**
The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree that such information shall be maintained in the strictest confidence and trust, expect such information which is by its nature, not confidential or which is in the public domain or which the party comes to know about other than through violation of any law of legal obligation, provided that such party may be entitled to disclose such information if legally required to be disclosed to a competent authority. Failure to maintain confidentiality shall entitle the affected party to terminate the MoU.

(i)   During and for a period of 5 year from the date of termination of this MOU, each party undertakes on their behalf and on the behalf of their subcontractors/employees /representatives/ associates to maintain strict confidentiality and prevent disclosure of the information/data exchanged / generated pursuant to this MOU for any purpose other than in accordance with this MOU.

(ii) Upon termination or dissolution of this MOU, or upon earlier determination there of, each party shall return to the other party all disclosing party's known tangible forms of the confidential information and copies thereof in the receiving party's possession and shall delete or erase all tangible/intangible confidential information of the disclosing party in its possession. If requested by the disclosing party an officer of the receiving party shall certify in writing

that all such confidential information of the other was returned, erased or deleted.

5. Term of MoU and termination

a. GSS College and Vivekanand College, agree to enter into detailed agreements on case-to-case basis, with a defined objective, specifying the scope of work and mutual obligations, terms and conditions regarding collaborations financial arrangements, Intellectual Property Rights and similar contractual obligations.

b. Both the Institutes agree to obtain prior permission from each other for using the infrastructural or intellectual facilities such as e-content developed by the faculty or faculty resources.

c. Both the Institutes agree to obtain prior permission from each other to state in any project proposal that the project would be carried out by using the Institutes infrastructural or intellectual facilities.

d. In case either party wins a consultancy project by projecting this MOU, a liability is created immediately in respect of royalty/premium/over head expenses due to either party. Either party shall concur with the liability to the extent of contribution to the output of the project. Both the parties will arrive at the exact amount of liability after mutual consent.

e. Both the Institutes agree to invite teaching faculty and students to participate in mutual exchange on occasion of organizing seminar, conference, workshop etc.

This MoU unless extended by a mutual written agreement of both the parties shall expire 5 years after the effective date specified in the opening paragraph. This MoU may be amended or terminated earlier by mutual written consent by both the parties at any time. Either party shall have the right to unilaterally terminate this MoU upon 30 days prior written notice to the other party. Failure of either party to terminate the MoU on account of breach or default by the other party shall not constitute a waiver of that party's right to terminate this MoU.

Upon Termination or Expiration of this MoU, any equipment, data, literature, books, journals, dissertations, thesis etc., shall be returned to the respective institutions, within 15 working days.

6. Representations, Warranties and Liability

GSS College and Vivekanad College will hold each other unconditionally harmless from any possible claims or damages brought by THIRD PARTIES against each other in connection with the performance of this Agreement.

Either of the Institutes shall not be held responsible or liable for any damage to the property, material or personnel of the either Institute or any monitory losses to the any of the Institute, in consequence of the jobs taken up by either Institute as a result of this MoU.
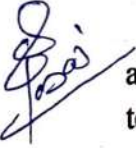
7. Rights in Results

7.1 Copyright in the generated Results shall vest with both the parties in case of mutual collaboration.

7.2 Each Party can use the Results with prior consent of both the parties as it deems fit and to grant use rights in respect of the Results to whomsoever they want without any liability, financially or otherwise, to other party.

7.3 The authorship hierarchy for any publications shall be made on the basis of contribution to the ⁻publication by way of primary data, analysis, interpretation, innovation etc.

8. Relationship

Nothing in this MoU shall be construed to make either party a partner, an agent or legal representative of the other party for any purpose. Neither party has any right or authority to accept any service, or receive any notices on behalf of the other party or to enter into any commitments, undertakings, or agreements purporting to obligate such other party in any way, or to amend, modify or vary any existing agreements to which such other party may be a party.

9. Assignment

The rights and/or liabilities arising to any party to this MoU shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

10. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continued beyond six months, the parties shall then mutually decide about the future course of action.

11. Arbitration

Any disputes arising out of this MoU shall be settled amicably through negotiations in good faith, failing which the same shall be referred to and settled in accordance with the provisions of Arbitration & Conciliation Act, 1996 or any amendment thereof. This clause shall survive expiration or earlier determination of this MOU.

In witness whereof the parties intending to be legally bound have caused this MOU to be duly executed in two originals by their authorized representatives, each to be version of equal authenticity as of the date first written above.

GSS College　　　　　　　　　　　　　**Vivekanand College**

Signature with Seal:　　　　　　　　　　Signature with Seal:

Name: Shri. B. L. Majukar　　　　　　　Name: Dr. R. R. Kumbhar

Designation: Principal　　　　　　　　　Designation: Principal

Date: 22.03.22　　　　　　　　　　　　Date: 22.03.22

Witnesses:

IQAC Co-ordinators:　　　　　　　　　**Heads of Computer Science Department:**

1. Shri. B. M. Toppinkatti
GSS College, Belgaum
IQAC Co-ordinator
GSS College, Belagavi

1. Mrs. Sharvari Desai
GSS College, Belgaum
HEAD
Department of Computer Science
G. S. Sc. College, Belgaum

2. Dr. Shruti Joshi
Vivekanand College, Kolhapur (Autonomous)
Coordinator - IQAC
Vivekanand College,
Kolhapur

2. Dr. V. B. Waghmare
Vivekanand College, Kolhapur (Autonomous)
Head
Dept. of Computer Science
Vivekanand College, Kolhapur