

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

No. 3228

Date. 31-07-2019

Rs. 100/-

Aditya Academy (167/84) Kakinada rep. by its Secretary  
Padala Bhaskara Reddy, S/o. Krishna Murthy, Kakinada

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### Memorandum of Understanding

Between

**Aditya Engineering College and**

**Matoshri Pratisthan's School of Engineering Nanded**

**Singularly referred to as "party" and collectively as "parties"**

This Memorandum of Understanding (MoU) is made and entered into by and between the Aditya Engineering College, Surampalem, East Godavari District, Andhra Pradesh herein after referred to as "AEC", and Matoshri Pratisthan's School of Engineering Nanded, Nanded, Maharashtra herein after referred to as "MPSEN", concerning cooperation in research, teaching learning process and community outreach programs/services.

WHEREAS AEC is a Self-finance & Autonomous Engineering College established by Aditya Academy, a Non-Governmental Organization and has a mission to create, sustain and improve the learning process through total quality management, conducting and coordinating research and human resource capacity building and create itself a position for scientific and technological contributions. AEC is approved by AICTE and Affiliated to JNTUK, Kakinada, AP, India.

WHEREAS MPSEN is a Self-finance Engineering College has a mission for effective teaching learning process, conducting research, students and faculty skill development programmes. MPSEN is approved by AICTE and sanctioned by Govt. of Maharashtra (DTE) and affiliated to Swami RamanandTeerth Marathwada University, Nanded, Maharashtra, India.

WHEREAS the parties have mutual interests in research, teaching learning process and community outreach programs/services ("areas of cooperation") and wish to increase the level of collaborative research and strengthen the cooperation between the two institutions especially within these areas of cooperation.

THEREFORE, the parties, having common goals and expressing their mutual desire to cooperate in the areas of cooperation, have agreed to formalize their relationship in accordance with the following articles.

#### **ARTICLE 1: Exchange of Information**

- 1.1 The parties will exchange information on the extent, scope and magnitude of their research and training programs in the areas of mutual interest
- 1.2 The parties shall exchange information and knowledge in the areas of mutual interest in the form of newsletters, publications, and other media.
- 1.3 Each party will invite the other to participate in scientific meetings, conferences, workshops and seminars of mutual interest that it holds, and which are related to their common activities.
- 1.4 The parties will cooperate in organizing scientific conferences, workshops, and specialized seminars in areas of mutual interest.

#### **ARTICLE 2: Research**

- 2.1 AEC and MPSEN will promote cooperation in research through consultations and joint trainings/studies/academic activities/in the areas of mutual interest, including but not limited to
  - a) Scientific collaboration in the areas of mutual interest.
  - b) Securing external research funds (establish joint research teams and prepare proposals for national and international funding);
  - c) Joint research or/and development project activities.
  - d) Participating in joint training/and research programs and community service activities
  - e) Production of joint technologies, publications/authorship other research outputs, and IPs



### **ARTICLE 3: Exchange of staff**

**3.1** AEC and MPSEN will promote cooperation in research and teaching through:

- a) Assisting and advising graduate & post graduate research students in common, as mutually agreed by the executing units of each party.
- b) Joint/adjunct appointment of AEC/ MPSEN staff in MPSEN/AEC to teach, assist and advise students as per the MPSEN legislation as mutually agreed by the executing units and staff of each party.

### **ARTICLE 4: Common use of laboratory facilities**

**4.1** The laboratory facilities in the two institutions will be accessible to both parties based on approved plan of joint research project and training activities. However, units rendering service on payment basis may require fee.

**4.2** The laboratory consumables (chemicals and reagents) and labour costs will be covered by the working Party as required.

**4.3** There will be no bench fee required for laboratory-based activities in mutually executed projects this however will not include Units rendering service on payment basis.

### **ARTICLE 5: Publication and intellectual property**

**5.1** Any patent right as a result of research works under this MOU shall be owned by AEC and MPSEN.

**5.2** The involved researchers will share the benefits from the patent as per applicable national and international rules and regulations.

**5.3** Any form of communication or publication of any results will be made only after review and approval by the contributing parties and personnel and with appropriate recognition of all relevant contributors.

### **ARTICLE 6: Participation in similar activities**

**6.1** This MOU in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

### **ARTICLE 7: Settlement of disputes**

**7.1** The parties enter into this agreement in a spirit of mutual trust and intend that all unforeseen matters on issues that arise, as the relationship evolves, will be resolved in a Spirit of mutual understanding.

**7.2** In the event of any difficulty of interpretation or application of this agreement, the parties shall make every endeavour to reach an amicable solution to their differences.

7.3 If the two parties are unable to reach agreements on any issue arising under or in respect of this MOU within 14 days, the parties shall refer the matter to their respective authorized signatories for an attempted resolution by good faith dialogue and negotiation.

7.4 The collaborating parties shall make a good faith effort to resolve any dispute or controversy through dialogue and negotiation and to accommodate the policies and intention of each other's respective institutes.

7.5 If good faith and effort to resolve disputes fail, legal option may be sought as a final resort of serious issues.

#### ARTICLE 8: Amendments

5.1 The terms of this framework agreement may be amended in part or in whole by common agreement in writing with the prior approval of the appropriate decision-making bodies of the parties.

#### ARTICLE 9: Validity of the Agreement

9.1 The agreement will be valid until it is expressly terminated by either party on mutually agreed terms.

9.2 The parties may cancel this framework Agreement at any time by written Agreement to the other party at least two (2) months in advance of the cancellation date, without giving rise to any claims or damages between the Parties.

#### ARTICLE 10: Effective Date

10.1 This agreement shall be effective up on signature by all parties and remain in force until the completion of the MOU from the date of the signature.

#### Signed on behalf of AEC

Name

Dr. M. SREENIVASA REDDY

Signature

  
PRINCIPAL  
Aditya Engineering College  
SURAMPALEM

Date


05/08/2019

#### Signed on behalf of MPSEN

Name

Dr. Qazi. Farisuddin Z.

Signature

  
DEAN  
Mr. G. I. School of Engineering  
Knapsarwadi,  
Dist. Nanded - 431606

Date

05/08/2019