

**Memorandum of Understanding
(MoU)**

Between

**IIRW'S
International Centre of Excellence In Engineering And Management
(ICEEM)**

And

Everest Education Society's


Dr. Zakir Hussain College of Education

Mhaismal Road, Khultabad, Dist- Aurangabad, (M.S.)

(Affiliated to Dr. Babasaheb Ambedkar Marathwada University, Aurangabad,(M.S.))

**for
Academic Co-operation**


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International Centre of
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Aurangabad


Dr. Zakir Hussain College of Education
Khuldabad, Dist. Aurangabad



The International Centre of Excellence In Engineering And Management (ICEEM) referred as ICEEM) and Dr. Zakir Hussain College of Education (hereafter referred as ZHCE) wish to initiate the collaboration in different discipline through mutual memorandum of understanding (MOU) on 04/07 /2022.

ICEEM and ZHCE recognize their strength in education and research in the discipline of Science, education and languages, and their mutual interest in engaging themselves in academic cooperation for the improvement of subject knowledge as well as expertise.

Therefore ICEEM and ZHCE are agree to establish a programme for academic cooperation in the areas of mutual interest and in accordance with terms and conditions laid down in this memorandum of understanding.

[I] Objectives

The goal of this co-operation is to foster collaboration, provide opportunity for expertise and experience, and to facilitate advancement of knowledge on the basis of reciprocity, best efforts, mutual benefits and frequent interactions. ICEEM and ZHCE agree to explore the possibility of engaging in any field related to Science, Technology and Languages such as English of mutual interest and particularly in below mentioned fields.

1. Provision of consultancy for the campus development of either institute.
2. Exchange of information on teaching, learning materials, research and other literature relevant to their educational and research programme.
3. Exchange of Arts and Science faculties including English language faculties for knowledge transformations.
4. Exchange of Arts and Science faculties including English language students for knowledge improvement.
5. Joint organization of students' seminars, workshops, short term educational program on topics of mutual interest while extending the invitation to each other's faculties to participate therein.
6. Joint proposal and engagement in research or training programs sponsored by various agencies, while extending invitations to each other's faculty to participate therein.

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7. Exchange on a reciprocal basis of students at undergraduate levels for limited period of time for purpose of education and or research.
8. ICEEM and ZHCE will encourage collaboration in research areas of mutual interest.

[II] Faculty Exchange

1. ICEEM will welcome ZHCE Arts, Science and English language faculties to visit ICEEM to engage in delivering lectures, practical's, experiences and scientific research.
2. Reciprocally, ZHCE will welcome Arts, Science and English language faculties from ICEEM to visit ZHCE in order to engage in delivering lectures, practical's, experiences and scientific research.
3. Proposals concerning the topics, persons and periods of visits will be sent within a reasonable time in advance of the proposed visit.

[III] Student Exchange

1. ICEEM and ZHCE are agreeing for an exchange of students nominated by the respective institutions in order to carry out studies as provided for in this agreement.
2. Both institutions also encourage exchange of students in the context of professional internship.
3. The participating students will continue as students for degrees of their parent institution, and will be enrolled as affiliate (or non-award, non-degree) students in the host institution.
4. The exchange will be for a mutually approved duration of time which may not exceed a total of 12 months (barring special cases, at the discretion of the signatories of the MOU).
5. Each Institution will nominate students for the exchange, and forward relevant data concerning the students to the host Institution. An official academic transcript relating to the students concerned shall accompany such nominations.
6. The host Institution will decide on the acceptability of the students nominated, and identify an appropriate supervisor.

7. It is expected that the host Institution will accept the nomination except in extraordinary circumstances; and in such cases the parent institution will submit another application for consideration.

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8. For every exchange, student under Course program, the host institution will send transcripts of their grades in the courses to the parent institution at the end of the tenure/term.

9. Every exchange student under a joint-research program shall pursue a research program which is developed in consultation with the parent institution, and which is not in conflict



with the regulations of the host institution. The appointed supervisor at the host institution will provide a report on the exchange student to the parent institution on completion of his/her tenure/term. However, the two supervisors will jointly guide the students, until they complete their project work.

10. The project report will be written in the language of the parent Institution. A copy of the same in the language of the host institution will be sent to the host institution for record.
11. Each exchanged student will have the rights and responsibilities enjoyed by other students on the host campus.
12. The host institution will provide an assistance to exchange students in finding appropriate accommodation.

[IV] Resources Exchange

ICEEM and ZHCE will examine the possibility of exchanging some technical experts in the field of experimental science and language either to support the faculty of reciprocal institutions, which could include laboratory support staff etc. in the vicinity of practical and experimental understandings.

[V] Research Projects

1. Efforts will be made to share the information about on-going research activities in order to establish contacts and collaboration between professionals working within the same field.
2. Research Projects and the composition of research teams will be approved by the participating institutions. Efforts will be made to evaluate the need of participating staff and the location of the research activity.
3. Every research project will have a team leader, who will be responsible for reporting on the research projects.

[VI] Confidentiality

It is anticipated that it may be necessary for ICEEM and ZHCE to disclose certain confidential and proprietary information in written, oral, visual and or physical/sample form, and the receiving party may otherwise come into a control or possession of certain information, including such information as collectively defined as confidential information. The Receiving institution shall maintain the disclosing institutions confidential information in confidence and shall exercise in relation thereto no lesser security measure and degree of care than which the receiving institution applies to its own confidential information which the receiving institution warrants providing

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adequate protection against unauthorized disclosure, copying or use.

For the purpose of this clause, the term Confidential Information shall mean and include information disclosed by disclosing institution to the receiving institution, either directly or

indirectly, either orally or in writing, by inspection of tangible objects (including, without limitation, documents, prototype, samples, media, documentation, disc and code).

Confidential information shall not include information or data which:

1. It is in or comes into the public domain or generally available to the public in any way without breach of this MOU by the receiving institution; or
2. The receiving institution can show that such information or data was in its or its representatives possession or within its knowledge or its representative's knowledge by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing institution and was not previously acquired by the receiving institution from the disclosing institution under an obligation of confidence; or
3. The receiving institution obtains from a source other than the disclosing institution without breach by receiving institution or to the best knowledge of the receiving institution, such source or any obligation of confidentiality or non-use towards the disclosing institution.

[VII] Intellectual Property Right (IPR)

Information on research results and scientific materials (reports, articles, books) will be exchanged freely keeping in mind the mutually agreed provision of Intellectual Property Rights. All intellectual property solely conceived and / or developed by ICEEM and ZHCE jointly during the course of this Agreement shall be owned in joint. All intellectual property solely conceived and / or developed by ICEEM during the course of this Agreement shall be owned by ICEEM. Intellectual property jointly conceived and / or developed by ICEEM and ZHCE will be jointly owned by ICEEM and ZHCE. Each institution may use such property for research and scholarly purposes.

ICEEM and ZHCE agree to collaborate towards the protection, if appropriate, and application of such intellectual property for commercial or other purposes on mutually acceptable terms to be

negotiated in good faith between the institutions.

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1. The two institutions will seek funding for the link program from various sources.
2. The acquired funds will be subject to accounting procedures of the two Institutions.



3. The collaborating institutions will offer logistic support for initiating the collaboration and for working out draft proposals for the activities.
4. The cost of visit of faculty or students to the reciprocal institution would be either born by individual or parent institution.

[IX] Mere Understanding

This MOU only represents a basis of understanding between ICEEM and ZHCE towards one or more formal agreement as may be executed by the institutions. It is clarified that this MOU does not constitute an agreement and therefore is not enforceable as an agreement.

[X] Co-coordinator

Both institutes will designate persons who will have responsibility to coordinate and implement this agreement in the benefit of the institute.

[XI] Co-ordination

The following arrangement is suggested for the coordination of collaboration;

1. Each institution (ICEEM and ZHCE) shall appoint one member of its teaching to coordinate the programme on behalf of respective institute.
2. Coordination committee, consist of (a) Campus Director, ICEEM or his / her nominee, (b) Principal, ZHCE or his/her nominee, (c) Programme coordinator from ICEEM and (d) Programme coordinator from ZHCE will periodically review and identify ways to strengthen cooperation between the two institutions.

[XII] Arbitration Clause

If any dispute persisted regarding any aspects of academic cooperation, Campus Director ICEEM and Principal, ZHCE will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility.

[XIII] General Provisions:

The two institutes will carry out teaching, learning activity as a follow up to this MOU. The activities must be carried in accordance with appropriate regulations existing in each institution.

2. The two institutes shall initiate and exchange faculty as well as students for enlarging the dimensions of education.

Dr. Zakir Hussain
Principal
Dr. Zakir Hussain College of Education
Khuldaab, Dist. Aurangabad

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3. All publications resulting from the collaboration between the two institutes will be mentioned in the scientific reports of the institute. Likewise this MOU must also be mentioned in all formal representations, which results from the collaboration under the terms of this MOU.

[XIV] Term and Termination

1. This MOU shall remain in force for an initial **period of five (5) years from the date of signing** unless its validity is renewed for a further period mutually agreed by both institutions.
2. This MOU may terminate at any time by either institution with three months' notice to the other institution in writing.
3. Notwithstanding any termination or expiration of this MOU the rights and obligations under the clause confidentiality, intellectual property right and coordinators shall survive and continue and shall bind the institutions and their legal representative, successors and assigns


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[XV] Signed in Duplicate

This MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutes, acting by their duly authorized officer, have caused this MOU to be executed, effective as of the day and year first above written.

For and on behalf of
**International Centre Of Excellence In
Engineering And Management
Waluj, Dist. Aurangabad (MS)**


Dr. C.S. Padmavat
Campus Director
International Centre of
Excellence In Engg. & MGMT.
Aurangabad



Prof. H. L. Jadhav

IQAC, Director
International Centre of
Excellence In Engg. & MGMT.
Aurangabad

Date: 04 /07/2022
Place: Khulda


CAMPUS DIRECTOR
International Centre of
Excellence In Engg. & MGMT.
Aurangabad


For and on behalf of
**Dr. Zakir Hussain College of Education
Khulda (MS) Dist. Aurangabad (MS)**


Dr. Shaikh Feroz
Principal
Dr. Zakir Hussain College of Education
Khulda, Dist. Aurangabad


Prof. Subhash Sable

IQAC, Director
Internal Quality Assurance Cell

Date: 04 /07/2022
Place: Aurangabad


Principal
Dr. Zakir Hussain College of Education
Khulda, Dist. Aurangabad