

MEMORANDUM OF UNDERSTANDING

Between

Government College of Engineering, Aurangabad

And

Dr. Babasaheb Ambedkar Technological University

Lonere

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this 28 day of December, 2024;

BETWEEN

Government College of Engineering, Aurangabad, Chhatrapati Sambhajnagar (Hereinafter referred to as "GCEA") through the Principal, of the One Part.

AND

Dr. Babasaheb Ambedkar Technological University, Lonere, Taluka-Mangaon, District Raigad, (Hereinafter referred to as "DBATU"), through the Registrar, of the Other Part.

WHEREAS Government College of Engineering, Aurangabad is an autonomous engineering Institute in Maharashtra state of India. It is affiliated to the Dr. Babasaheb Ambedkar Marathwada University, Chhatrapati Sambhajnagar and was established in 1960.

AND WHEREAS the DBATU provides education in the fields of Engineering, Technology, Pharmacy, Architecture, Hotel Management, etc. and is committed to provide guidance and direction



in quality technical education, research and development to meet the needs of industry, businesses, and society at large.

AND WHEREAS both the parties have a common objective of development and advancement of education and impart specialized and systematic instruction, training and research in various fields.

AND WHEREAS GCEA and DBATU desire to cooperate in the promotion of teaching and research and to enter into a Memorandum of Understanding for that purpose;

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SCOPE OF COOPERATION:

- (1) Both parties agree to encourage Research, Innovation, Entrepreneurship and Academics and exchange of students, faculty and staff between them, and to establish procedures by which these activities can run effectively to serve mutual interest.
- (2) The activities to be carried out jointly, under this cooperation shall include-
 - (i) **Teachers Exchange:** The MoU will enable the teachers of both parties to participate in program design, teaching, research, development and all academic programs of both the parties, as per prevailing rules of both parties.



- (ii) **Resource Sharing:** Both parties will share their facilities including accommodation to promote & encourage research, academics, organizing conferences, workshops on case-to-case basis based upon mutual benefits and available resources.
- (iii) **Student Exchange:** The MoU will facilitate the students of both the parties to register for courses, projects, internships, etc. offered by either party which may include credit transfer, to foster the student development related activities.
- (iv) **Joint Events:** The MoU also includes the organization of workshops, STTPs conferences, seminars and other events, jointly at the National and International levels and training for students, faculty & staff. Further, it also includes the joint research and educational collaboration with national and international institutes for students & faculty exchange programs, with or without fellowships.
- (v) **Joint Programs:** This MoU will involve joint collaborations for Certificate & Diploma, UG, PG, PhD and Post-DoC programs in the faculty of Technology only.
- (vi) **Research Project:** The MoU will facilitate to provide information about on-going activities in order to establish contacts and collaborations between professionals/ organizations working within the same field as per the mutual understanding. Both parties will submit collaborative research projects to various funding agencies like DST, DoS,



CSIR, UGC, RUSA, AICTE, etc. in the areas of mutual interest.

(vii) **Placement Activity:** Both the parties agree to work in collaboration for the placement of eligible students on the case-to-case basis. They will also put their efforts to enhance campus placements by inviting companies/organizations.

(viii) **Credit Transfer:** Both the parties will formulate the procedure to grant and transfer the credits to the courses undertaken by the students at both the parties.

(ix) **Innovation and Entrepreneurship Activity/Incubation support:** This MoU will stimulate and facilitate the development of collaborative and mutually beneficial programs which serve to enhance the intellectual capabilities at both the parties. Both the parties also believe that close co-operation between the two would be of major benefit to the student community to enhance their skills & knowledge which will result into betterment of industry performance and enhance national performance.

(x) Any other academic activity may be mutually agreed by the parties.

(3) Research Scholars and the teaching staff of both parties will explore the possibility of taking up collaborative research work and also apply for funding from national and international agencies, governments, and other funding agencies.



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- (4) Both the parties will endeavor to assist each other in the development of their educational services.
- (5) Both the parties will extend all possible logistic support for initiating the collaboration and for preparing the proposals for the activities by mutual consent.
- (6) Information on research results and their applications and scientific literature (Reports, article, books) will be made freely available to both the parties.
- (7) All publications resulting from the collaboration between both the parties will be jointly published.
- (8) This MoU will facilitate establishing the Centre of Excellence and develop advanced research facilities which will be shared by both the parties.
- (9) Both the parties agree to support each other in terms of processes, networking, policies for efficient innovation, incubation along with industry readiness. Also, this MoU will support student's innovation in their 'Idea to Business' journey.
- (10) GECA will offer all possible incubation support through Centre for Innovation, Incubation to the budding student entrepreneurs of both the parties to make their start-up ideas a reality.
- (11) Details of institutional and individual responsibilities necessary for the accomplishment of each activity to be carried out under this MOU shall be set forth in a Supplemental Letter



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of MOU which upon signing by the authorized representatives of both the parties, shall become an integral part of this MOU.

2. FINANCIAL ARRANGEMENTS:

- (1) The undertaking of each activity to be carried out under this MoU, will be subject to the availability of funds.
- (2) Any financial implications emerging out of such collaborations (other than the fees of the students) shall be worked out and the decision will be taken with mutual agreement.

3. REVIEW OF ACTIVITIES:

Progress of the activities to be carried out under this MoU will be reviewed periodically as mutually agreed.

4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY:

- (1) All intellectual property rights (IPR) solely conceived and/or developed by the DBATU during the course of this MoU shall be owned by DBATU and all IPR solely conceived and/or developed by the GCEA during the course of this MoU shall be owned by the GCEA.
- (2) In respect of each project and programs of co-operation, the both parties shall negotiate and mutually agree in writing on their respective rights to intellectual property and commercial exploitation of the same, including without limitation,



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trademarks and service marks, copyright, patents, designs, and confidential information pertaining thereto.

(3) Neither Party shall, at any time disclose to any third party any confidential information of the other party which is acquired during the course of activities carried out under this MoU, without the prior written consent of the other Party.

(4) The confidentiality obligations herein will not apply to information in the public domain, information in the possession of the receiving party prior to the disclosure of the information; information which is independently developed by the receiving party, information required to be released by law and information which is rightfully received by the receiving party from third parties without any breach of confidentiality obligations.

5. NON-BINDING NATURE OF MOU:

Nothing in this MoU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. This MoU is only a non-binding statement of intent to foster genuine and mutually beneficial collaboration.

6. EFFECTIVE DATE AND DURATION OF MOU:

This MoU shall be effective from the date it is signed by the parties hereto. The duration of the MoU will be initially for a period of three years from the effective date, unless or otherwise terminated earlier, as per Clause 8.



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7. AMENDMENT TO MOU:

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

8. TERMINATION OF MOU:

- (1) The MoU can be terminated by either party giving the other party, a prior written notice of not less than ninety days of its intention to do so but without dishonoring any commitment entered into prior to the date of termination notice.
- (2) This MoU shall also stand terminated for any reason such as legal processes, Acts of the State or similar such exigencies beyond the normal control of the party concerned and which disabled any of the parties hereto from functioning further.
- (3) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.

9. DISPUTE RESOLUTION:

Any dispute arising in relation to or in connection with this MoU between the Parties shall be resolved by mutual negotiations. In case of any unresolved dispute, the Parties shall refer the said dispute for arbitration, to the sole arbitrator appointed with mutual



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consent of the Parties and the decision of the arbitrator shall be final and binding on both the Parties. The provisions of Arbitration and Conciliation Act, 1996 shall apply to such arbitration.

IN WITNESS WHEREOF this MoU is executed by the Parties on the date and year hereinabove mentioned.

<p>For and on behalf of Government College of Engineering, Aurangabad</p> <p><i>[Signature]</i> Principal,</p>	<p>For and on behalf of Dr. Babasaheb Ambedkar Technological University, Lonere</p> <p><i>[Signature]</i> REGISTRAR</p>
<p>Principal Govt. College of Engineering Chhatrapati Sambhajinagar</p>	<p>Registrar Dr. Babasaheb Ambedkar Technological University, LONERE - 402 103, Tal. Mangaon, Dist. Raigad, (Maharashtra)</p>
<p>Government College of Engineering, Aurangabad Chhatrapati Sambhajinagar</p>	<p>Dr. Babasaheb Ambedkar Technological University Lonere</p>
<p>Witnesses:</p>	
<p>1. <i>[Signature]</i> Dr. Kamakant Shrivastava Dean SA Professor of Mechanical Engineering Government College of Engineering Aurangabad-431005</p>	<p>1. <i>[Signature]</i> Dr. Brijesh Iyer Officer on Special Duty Dr. Babasaheb Ambedkar Technological University, Lonere - 402103</p>
<p>2. <i>[Signature]</i> (Dr. A. R. Karwanekar) Associate Professor Dept. of Electronics Dean Acad Telecommunication Engineering, Govt. College of Engineering Aurangabad, Maharashtra</p>	<p>2. <i>[Signature]</i> Dr. B. M. Patil Executive Council member Principal Shreyash College Of Engineering & Technology Chh. Sambhajinagar</p>

