

MEMORANDUM OF UNDERSTANDING

BETWEEN

PRABODHAN EDUCATION SOCIETY'S

**VIDYA PRABODHINI COLLEGE OF COMMERCE, EDUCATION,
COMPUTER AND MANAGEMENT, ALTO-PARVARI, GOA 403 521**

AND

SHRI NIRAKAR VIDYALAYA, MASHEM,

P. O. LOLIEM.CANACONA GOA

VENUE:

SHRI NIRAKAR VIDYALAYA, MASHEM,

P. O. LOLIEM.CANACONA GOA

APRIL 2023

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**BETWEEN
VIDYA PRABODHINI COLLEGE OF COMMERCE, EDUCATION, COMPUTER AND
MANAGEMENT - PARVARI
AND
SHRI NIRAKAR VIDYALAYA – MASHEM, CANACONA**

This Memorandum of Understanding (MoU) is made on this Tenth day of April, 2023 by and between VIDYA PRABODHINI COLLEGE OF COMMERCE, EDUCATION, COMPUTER AND MANAGEMENT, a college affiliated to Goa University established in the year 2012 under UGC Act 1956, with its office at PORVORIM, GOA, INDIA (hereafter referred to as VIDYA PRABODHINI COLLEGE) and SHRI NIRAKAR VIDYALAYA established in 1924, with its office at MASHEM. CANACONA GOA (hereafter referred to as SHRI NIRAKAR VIDYALAYA). Both VIDYA PRABODHINI COLLEGE and SHRI NIRAKAR VIDYALAYA shall also be jointly referred to hereafter as the “Parties” and individually as the “Party.”

Considering the mutually beneficial relationship to be established in areas of research and academic cooperation to further the missions of their respective institutions, Both VIDYA PRABODHINI COLLEGE and SHRI NIRAKAR VIDYALAYA entered into this MoU as follows:

1. PURPOSE

- a) To establish a mutually beneficial relationship based on academic and scientific cooperation between the two Parties in terms of collaborative programs and other academic exchanges.

2. SCOPE AND AREAS OF COOPERATION: Both Parties hereby agree on the following areas of academic and research cooperation:

- a) Joint research and academic programs.
- b) Student enhancement programs such as Internship, Practice Teaching, Camps etc.
- c) Organization of seminars, workshops and conferences.
- d) Exchange of faculty members, students and researchers.
- e) Exchange of information, publications and materials for academic purposes.
- f) Short-term skill-based Courses

- g) Cultural exchange programs
- h) Promoting technology education among the locals and encouraging transition to use of online amenities.
- i) Other activities as may be mutually agreed upon by the Parties.

3. GENERAL CONDITIONS

- a) The aforementioned scope and areas of cooperation shall be realized by means of mutual consultation and exchange of relevant information between the appropriate institutional officials/departments/divisions of the two Parties.
- b) Neither Party nor its personnel shall be considered as an official, employee, representative or joint partner of the other Party. Neither Party shall enter into contract or any other agreement on behalf of the other Party.
- c) Both VIDYA PRABODHINI COLLEGE and SHRI NIRAKAR VIDYALAYA subscribe to the policy of equal opportunity and shall not discriminate on the basis of gender, age, disability, race, color, religion, marital status, veteran's status, national or ethnic origin, or sexual orientation.
- d) Any activity to be taken up shall be completed within a stipulated time as agreed upon by the Parties.
- e) This MOU will provide the foundation and framework for later particular project(s)/program(s), developed by academic and administrative units/departments of both Parties.
- f) This MOU sets forth the intentions of the Parties to foster collaboration and cooperation in areas of mutual interests without legally binding commitments. If both Parties later agree to undertake specific joint projects with legally binding obligations, separate written agreements for such project(s) shall be made with mutual consent on each Party's contributions, responsibilities, and financial implications.

4. MODE OF OPERATION

- a) Each Party shall designate a coordinator or a group of persons for coordinating and carrying out any activity of mutual interest.

5. FINANCIAL COMMITMENT

- a) Nothing in this MoU shall be deemed as a commitment or obligation of funds from either Party. Financial implication, if any, for carrying out any activity shall be negotiated and agreed upon in writing by the Parties.

6. COMPLIANCE

- a) Both VIDYA PRABODHINI COLLEGE and SHRI NIRAKAR VIDYALAYA shall be responsible for compliance with and implementation of respective national, state, regulatory and /or licensing agencies during the term of MoU, which shall be governed by and construed in accordance with the applicable laws and statutes of the respective Parties, and shall be contingent upon both Parties for securing and maintaining all necessary accreditation, approvals and/or licenses.

7. PROPERTY RIGHTS

- a) Both VIDYA PRABODHINI COLLEGE and SHRI NIRAKAR VIDYALAYA shall jointly share the outcome of collaborative research works in terms of authorship, patent, copyrights, and other intellectual property rights.

8. ASSIGNMENT

- a) Neither Party shall be permitted to assign or transfer any interest in this MoU without the prior written approval of the other Party.

6. LEGAL STATUS

- a) This MoU is not to be construed as creating legal relationship between the Parties. It is only a statement of intent to foster genuine and mutually beneficial cooperation.

7. TERM OF AGREEMENT

- a) This MoU shall become effective from the date of signing by the official representatives of the Parties, and shall remain in force for a period of five years. The MoU may be renewed and extended upon mutual agreement prior to the date of expiry.

8. TERMINATION


- a) Termination of this MoU may be affected upon deliberation by both Parties. Either Party has the right to terminate the MoU by giving six-month notice in writing to the other Party.
- (b) Upon termination, any faculty or student(s) involved in any collaborative program as set forth in separate written agreement(s) shall be permitted to complete the program unless both Parties mutually agree to terminate such agreement(s).


9. AMENDMENT


- a) This MoU may be amended by mutual agreement of the Parties.


For SHRI NIRAKAR VIDYALAYA,
MASHEM, CANACONA

For VIDYA PRABODHINI COLLEGE OF
COMMERCE, EDUCATION, COMPUTER
AND MANAGEMENT - PARVARI

Signature: 
Name: Ulves K. Phaldesai
Designation: Headmistress
Headmaster
Shri Nirakar Vidyalaya
Mashem, Loliem
Canacona, Goa 43728

Signature: 
Name: (Bhushan Bhare)
Designation: Principal.

Signature: 
Name: Rahul Gaonkar
Designation: Under Graduate Teacher

Signature: 
Name: Sairish S. Nayak Dalal
Designation: Assistant Professor.

Date: 10th, April 2023

Place: Mashem, Goa

