MEMORANDUM OF UNDERSTANDING
BETWEEN

SHREE J. B. DHARUKAWALA MAHILA ARTS COLLEGE, KAPODRA, SURAT
And
PROF. V.B. SHAH INSTITUTE OF MANAGEMENT, R.V. PATEL COLLEGE OF COMMERCE & V.L. SHAH COLLEGE OF COMMERCE, SUTEX BANK COLLEGE OF COMPUTER APPLICATIONS & SCIENCE, AMROLI, SURAT.

This Agreement was made and entered into on : **Saturday, 24th February, 2024** between **SHREE J. B. DHARUKAWALA MAHILA ARTS COLLEGE, POLICE STATION, VARACHHA MAIN ROAD, KAPODRA , SURAT, GUJARAT 395006** and **PROF. V.B. SHAH INSTITUTE OF MANAGEMENT, R.V. PATEL COLLEGE OF COMMERCE & V.L. SHAH COLLEGE OF COMMERCE, SUTEX BANK COLLEGE OF COMPUTER APPLICATIONS & SCIENCE,CHHAPRABHATHA ROAD,AMROLI, SURAT.**

OBJECTIVES OF THE MOU:

The objective of this Memorandum of Understanding between **SHREE J. B. DHARUKAWALA MAHILA ARTS COLLEGE, KAPODRA , SURAT** and **PROF. V.B. SHAH INSTITUTE OF MANAGEMENT, R.V. PATEL COLLEGE OF COMMERCE & V.L. SHAH COLLEGE OF COMMERCE, SUTEX BANK COLLEGE OF COMPUTER APPLICATIONS & SCIENCE, AMROLI, SURAT.** is:

a. To promote collaborative research, academic exchange, and joint initiatives in the fields of Commerce between Shree J. B. Dharukawala Mahila Arts College and Prof. V. B. Shah Institute of Management, R.V. Patel College of Commerce (English Medium), V. L. Shah College of Commerce (Gujarati Medium) and Sutex Bank College of Computer Applications & Science.

b. To provide support for research scholars, including access to funding, mentorship, and guidance to ensure their success in their academic pursuits.

c. To improve the quality of the research by providing the knowledge of renowned and experienced research guide so that research scholars can get maximum benefit and improve their knowledge in the research.

d. To facilitate the sharing of research facilities, Computer laboratories, libraries, and other resources available at both colleges to ensure scholars have access to a wider range of Research tools and materials.

e. To encourage scholars to collaborate on research publications and disseminate knowledge through journals, conferences, and other academic platforms.

f. To establish a system for quality assurance and evaluation to ensure that the collaboration is mutually beneficial and meets the academic standards and objectives set forth in the MOU.

Roles & Responsibilities:

1. Creating a Memorandum of Understanding (MOU) for a research centre between Shree J. B. Dharukawala Mahila Arts College and Prof. V. B. Shah Institute of Management, R.V. Patel College of Commerce (English Medium), V. L. Shah College of Commerce (Gujarati Medium) and Sutex Bank College of Computer Applications & Science. in Surat involves specifying the roles and responsibilities of each party involved. Here are five key roles and responsibilities for the MOU:

   i. Shree J. B. Dharukawala Mahila Arts College and Prof. V. B. Shah Institute of Management, R.V. Patel College of Commerce (English Medium), V. L. Shah College of Commerce (Gujarati Medium) and Sutex Bank College of Computer Applications & Science, will share resources, including research facilities, laboratories, equipment, and libraries, for the benefit of the research centre. Both institutions will be responsible for the maintenance, upkeep, and management of shared resources to ensure they are in good working condition and readily accessible to researchers.

   ii. Faculty members from both colleges will collaborate on research projects, sharing their expertise and knowledge. It is the responsibility of both institutions to encourage and facilitate faculty and researcher collaborations, including joint grant applications, research publications, and knowledge dissemination.

   iii. The colleges will provide opportunities for students to engage in research activities at the research centre, including internships and research projects. Both institutions will jointly fund and support students' research initiatives and provide mentorship to ensure the success of these projects.

   iv. Determine the financial responsibilities and contributions of each college to sustain the research centre, covering operating costs, staff salaries, and research project funding. Establish a financial management committee to oversee budgeting, financial reporting, and audits to ensure transparency and accountability.

   v. Create a governance structure for the research centre, outlining decision-making processes and responsibilities.

   vi. Develop a reporting mechanism where both institutions regularly update each other on the progress, outcomes, and challenges of the research centre. Set up a

review process to assess the effectiveness of the MOU and make any necessary adjustments or amendments to meet evolving goals and objectives.

1. **CONFIDENTIALITY**
   a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed, confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
   b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
      - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
      - is already known or become known to the receiving party
      - is received from a third party having no obligations of confidentiality to the disclosing party,
      - is independently developed by the receiving party; or
      - is required to be disclosed by law or court order.

2. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

3. TERMS AND CONDITIONS

3.1. Duration

This MoU shall be effective from the date of signing and will remain in force for a period of 3 years. It may be renewed by mutual agreement in writing.

3.2. Areas of Collaboration

Both Shree J. B. Dharukawala Mahila Arts College and Prof. V. B. Shah Institute of Management, R.V. Patel College of Commerce (English Medium), V. L. Shah College of Commerce (Gujarati Medium) and Sutex Bank College of Computer Applications & Science agree to collaborate in the following areas, but not limited to:

- Research projects and initiatives
- Faculty and student exchange programs

- Joint workshops, conferences, and seminars
- Sharing of research facilities and resources

3.3. Funding and Resources

The Parties will determine funding and resource allocation for collaborative projects on a case-by-case basis. Each project's budget, sources of funding, and responsibilities will be outlined in separate agreements.

3.4. Governance and Management

The Parties will appoint representatives responsible for overseeing and managing the collaboration, ensuring regular communication, and resolving issues as they arise.

3.5. Reporting and Review

Regular progress reports, financial statements, and evaluations of collaborative projects will be shared between the Parties to assess the effectiveness of the collaboration.

3.6. Intellectual Property

Intellectual property rights related to joint research projects will be governed by separate agreements for each project, ensuring the fair and equitable distribution of rights and responsibilities.

3.7. Confidentiality and Data Sharing

The Parties will ensure that sensitive and confidential information is protected and shared in accordance with applicable laws and regulations.

3.8. Dispute Resolution

In case of disputes, the Parties will seek amicable resolution through negotiation, mediation, or arbitration as agreed upon by both institutions.

3.9. Termination

This MoU may be terminated by either Party with written notice of 90 days to the other Party. Termination shall not affect ongoing collaborative projects unless mutually agreed upon.

4. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

5. ASSIGNMENT

It is understood by both the Parties herein that this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

6. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

7. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

SHREE J. B. DHARUKAWALA MAHILA ARTS COLLEGE, VARACHHA ROAD, SURAT, GUJARAT.

By _____
Name: DR. DILIPBHAI L. VARSANI
Title : Principal
Date : Saturday, 24/02/2024

Witness:

1. **DR. MAHENDRA H. TRIVEDI**

2. **DR. MAHESH M. PATEL**

On behalf of

PROF. V.B. SHAH INSTITUTE OF MANAGEMENT, R.V. PATEL COLLEGE OF COMMERCE & V.L. SHAH COLLEGE OF COMMERCE, SUTEX BANK COLLEGE OF COMPUTER APPLICATIONS & SCIENCE,AMROLI, SURAT.

By _____
Name: DR. MUKESH R. GOYANI
Title : Principal
Date : Saturday, 24/02/2024

Witness:

1. **DR. ANILA A. PILLAI**

2. **MR. BHARAT N. BASRANI**