

**Memorandum of Understanding**  
**Between**  
**Saraswat Vidyalaya's**  
**Sridora Caculo College of Commerce and Management Studies,**  
**Khorlim, Mapusa, Goa, 403507**  
**And**  
**Devi Sharvani Education Societys**  
**V. M. Salgaocar College of Law**  
**Miramar , Panaji**

This MEMORANDUM OF UNDERSTANDING [hereinafter MOU is made and entered into on this 25<sup>th</sup> June 2018 between Saraswat Vidyalaya's Sridora Caculo College of Commerce and Management Studies, Telang, Nagar, Khorlim, Mapusa, Goa 403507 [hereinafter SVCC&MS], on the ONE PART and Devi Sharvani Education Societys V. M. Salgaocar college of Law, Miramar, Panaji ,Goa on the OTHER PART (who for the purpose of this MOU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training and research.

WHEREAS SVCC&MS is involved in research, education and training in all the disciplines of Commerce, Management, Information Technology and allied fields. The institution is affiliated to Goa University and accredited with Grade B by NAAC Bangalore.

AND WHEREAS V. M. Salgaocar College of Law an Institution of higher learning affiliated to Goa University UG & PG courses in law, accredited Grade A by NAAC Bangalore, and, is involved in the dissemination of knowledge, research and extension.

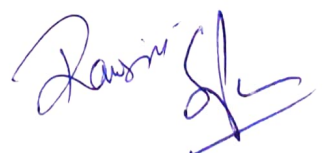
AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking student's research projects as per the expertise and logistics available with the PARTIES.

**Article 1. Objectives**

- 1.1 Sharing of resources and infrastructure
- 1.2 Organisation of joint activities in research, co and extra - curricular areas.

**Article 2. Areas of work**

- 2.1 Consumer protection activities
- 2.2 Legal Aid Activities
- 2.3 Commercial Law
- 2.4 Computer and Information Technology



Article 3 Forms of Cooperation

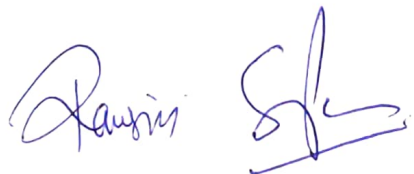
- 3.1 Joint research projects
- 3.2 Academic projects/ programmes
- 3.3 Seminars and lectures on topics of mutual interest and relevance
- 3.4 Public outreach

Article 4 Exchange of Information and Research Samples

- 4.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy of and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.
- 4.2 Samples exchanged between the PARTIES shall not be transferred to any third party for research and commercial purposes and that the unutilized portions of such samples must be sent back to the concerned conveners identified under Article 6.1.

Article 5 Publications and Intellectual Property Rights

- 5.1 Any research publications and intellectual property rights arising out of the students- and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by SVCC&MS and Salgaocar Law College
- 5.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both SVCC&MS and Salgaocar Law College and the expenditure incurred thereof shall be borne jointly and equally by SVCC&MS and Salgaocar Law college.
- 5.3 The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other PARTY [IES] shall be shared between the PARTIES, the terms and conditions of which shall be the subject matter of a separate agreement between the PARTIES.
- 5.4 The PARTIES shall not assign any rights and obligations to any third PARTIES without consent of the other party.



Article 6. Implementation

6.1 The PARTIES agree to constitute an Advisory Committee as follows:

<b>SVCC Mapusa Goa</b>	<b>V. M. Salgaocar college of Law</b>
Prin.Dr.S.B.Patkar.	Principal Dr. M.R.K. Prasad
Ms Devata Umarye	DR. Shaber Ali
Mr Satyajit Hirve	Head of Dept. Dr. K.S. Rao.
Mr kavir Shirodkar	Dr. Kim Couto.

6.2 The Advisory Committee shall meet at least once in a year either at SVCC&MS or Salgaocar Law College to review the progress.

6.3 Based on the education, training and research requirements of students and staff, the advisory committee shall, in consultation with the faculty and research scholar, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.

6.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

Article 7. Finance

7.1 Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

Article 8. General Provisions

8.1 Research instrumentation, infrastructure and library facilities available at the PARTIES work place(s) shall be made available to faculty, research scholars and students of the PARTIES.

8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.

8.3 The implementation of the areas- and forms of cooperation identified under Articles 2 and 3 shall be subject to the availability and convenience of research students, faculties and infrastructure facilities available at the PARTIES work places.

8.4 The PARTY organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works.



- 8.5 There shall be exchange visits by faculty members for academic and research purposes.
- 8.6 There shall be exchanges of students between both the parties with the convenience of both the parties so that students can be benefitted by the good teachers of both parties.
- 8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. The disagreements at the operating level shall be forwarded to the respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified.
- 8.8 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.
- 8.9 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing SVCC&MS and Salgaocar Law College

**Article 9. Entry into Effect and Termination**

- 9.1 This MOU shall become effective on the date it is signed by the PARTIES and shall be valid for five years. This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY.
- 9.2 All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.

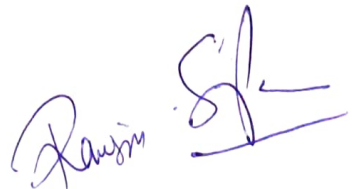
**Article 10. Amendments**

- 10.1 This MOU represents the entire understanding between the PARTIES and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.
- 10.2 No amendment or modification of the MOU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MOU. The modifications/changes shall become part of the MOU and shall be effective from the date on which they are made/ executed unless otherwise agreed to.

**Article 11. Assignment**

- 11.1 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.

**Article 12. Non-exclusivity**



12.1 The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind. However, when entering into a particular education, training and research agreement, the participants may agree to limit each PARTY's right to collaborate with others on that subject.

This MOU has been executed in two originals, one of which has been retained by SVCC&MS and the other by Salgaocar Law College.

IN WITNESS WHEREOF, the PARTIES have executed this MOU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of

SVCC&MS, Mapusa Goa

Name: Prin. Dr.S.B.Patkar

Title : Principal

Seal :



PRINCIPAL

S.V's Sridora Caculo College of  
Commerce And Management Studies  
Khordim, Mapusa - Goa.

For and on behalf of

V. M. Salgaocar College of Law

Name: Prin. Dr. M.R.K. Prasad

Title : Principal

Seal :

PRINCIPAL  
V. M. Salgaocar College of Law,  
Mirzapur, Dupesi - Goa.

In the presence

Name: Adv. Devata Umarye

In the presence

Name: Dr. G. Shaber Ali