

MEMORANDUM OF UNDERSTANDING  
Between



SSBES'  
INSTITUTE OF TECHNOLOGY AND  
MANAGEMENT VIP ROAD,  
NANDED-431602 (MS)  
And



Paramvishwa Foundation,  
(NGO)  
Nanded - 431602 (M.S.)

# **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MoU) is entered into  
On Environmental activity

BY AND BETWEEN

**SSBES'**  
**Institute of Technology And Management**  
**VIP Road, Nanded-431602 (MS)**

(Affiliated to Swami Ramanand Teerth Marathwada University, Nanded]

Represented by  
The Director,  
Having its office mentioned above  
(Hereinafter referred to as the 'SSBES' ITM')

AND

**Paramvishwa Foundation, (NGO)**  
**Nanded- 431602 Dist. Nanded (M.S.)**

Represented by  
The President,  
Having its office mentioned above  
(Hereinafter referred to as the 'PVF')

## **Preamble:**

Forging partnerships and building relationships with fellow institutions, agencies and NGOs will definitely lead to an active role in the society and subsequently to a meaningful achievement in the present globalized world. It is, in fact, the need of the hour to work in collaboration to achieve and maintain quality standards in Teaching Learning valuation, Research and Extension activities. This helps to produce quality student service and may also serve to complement skills and resources between the two parties. The institutes and NGOs should join their hands to improve the standards in the field. This collaboration will also help to tackle and find solutions to particularly, the local problems and work together for the sustainable development of the area.

In View of the increasing adverse effects of the global warming and other environmental hazards on human life on and of the campus. The College Management has decided to take appropriate measures to create awareness among the stakeholders on Water conservation, and other environmental factors affecting human life. As the College does not have the expertise, it has decided to rope in an NGO having proven track record in the field for not only making the campus green and pollution free but also conduct awareness programed for all the stakeholders. It is found that "Paramvishwa Foundation" a Nanded based Non-Governmental Organization (NGO) has been doing a great job in the fields like water conservation, rain water harvesting, green campus promoting alternative energy sources, etc.

Now, therefore, both the parties have decided to enter into this Memorandum of Understanding (herein after referred to as MOU), which defines the framework for the mutual cooperation set out in the following sections.

### **About 'SSBES' ITM'**

Shri Sharda Bhavan Education Society's Institute of Technology & Management (SSBES' ITM), Nanded, was established in the year 1997. The Institute received an approval of Government of Maharashtra, All India Council for Technical Education (AICTE) New Delhi & is affiliated to Swami Ramanand Teerth Marathwada University, Nanded. The Institute offers two postgraduate programmes viz. MCA and MBA and three Graduate programmes viz. BCA, BBA, B.Sc. (Hospitality Studies). The institute is situated in the heart of Nanded City.

Institute of Technology and Management is committed to prepare skilled software and management professionals with high promise to act with determination, judgment and integrity in the responsible positions of leadership in the complex global business environment and who are dedicated to offer their services to various companies, society, humanity and nation. The establishment of such infrastructure was made possible due to generosity of Late Hon. Dr. Shankarraoji Chavan (Ex. Home Minister of India), founder President of Shri Sharda Bhavan Education, Society, Nanded. The Institute is making its progress under the noble guidance of Hon. Ashok Shankarraoji Chavan (Ex-Chief Minister, Maharashtra State), President of Shri Sharda Bhavan Education, Society, Nanded, Hon. Mrs. Amita Ashokraoji Chavan, Vice President of Shri Sharda Bhavan Education Society, Nanded and Hon. D.P. Savant, Secretary of Shri Sharda Bhavan Education Society, Nanded.

Shri Sharda Bhavan Education Society's Institute of Technology & Management, Nanded, is running successfully & maintaining excellent academic track record since its inception. This institute is giving almost 100% results and sharing sizable merit list of all courses in the Swami Ramanand Teerth Marathwada University, Nanded.

### **About PVF**

**Paramvishwa Foundation Nanded**, established in 2017, is one of the Non- Government Organizations (NGO) based in Nanded, strives to create awareness among the people on the water conservation, water management, environment conservation, and understanding the various schemes of the government to help the people at the grassroots level to achieve its objectives.

### **BROAD AREAS OF COLLABORATION:**

Both parties agree to develop the following collaborative activities in the chosen area of mutual interest, based on equality and reciprocity.

- i. Organizing Awareness programmes for the students, staff, parents and the general public on " Water Management/ Conservation/ Rainwater harvesting".
- ii. Maintaining Pollution free Campus (various measures).
- iii. Environmental conservation.
- iv. Conducting Green Audit
- v. Energy Conservation/ Alternative Energy Resources (Solar energy). Utilization of solar energy on the campus.

- vi. Disposal of e-waste.
- vii. Conducting Awareness for the Students and the Staff on careful use of water.
- viii. Management of solid waste by composting it in organic manure.

A specific plan will be worked out for each activity, setting forth detailed arrangements for collaboration will be agreed. Terms and conditions for each visit or an assignment or such exchange, including the financial liabilities will be decided mutually as and when the need arises between the parties. A separate agreement will be entered into giving such details including terms of exchange of any intellectual property. 'SSBES' ITM' and PVF do hereby agree that the detailed terms and conditions that guide each activity identified above will be determined separately and agreed upon by the two parties as and when needed. These terms shall include a technical description of the proposed activity, financial arrangements, and person(s) responsible for its implementation.

#### **ARTICLE 1: COORDINATION**

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf. Further, a coordination committee consisting of a programme coordinator from the side of ITM College, Nanded and the President from the side of Paramvishwa Foundation, Nanded, will periodically review and identify ways to strengthen cooperation between the two institutions.

#### **ARTICLE 2: DISCLAIMER**

This MoU is not intended by 'SSBES' ITM' and PVF to constitute, create and give effect to any formal business organization of any kind. Each party hereto shall act as an independent entity, and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.

#### **ARTICLE 3: NON-EXCLUSIVITY**

The agreement reflected by the provisions of this MoU are non - exclusive in nature and both the parties can enter into cooperative arrangements with any other parties to suit their organizational needs.

#### **ARTICLE 4: CONFIDENTIAL INFORMATION**

ITM College, Nanded & Paramvishwa Foundation, Nanded will not absolve any confidential information during the research activity.

#### **ARTICLE 5: INTELLECTUAL PROPERTY RIGHTS**

Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed jointly during the course of this MOU shall be vested in both the institutes to this Memorandum.

Both parties shall have the joint right to determine the commercial exploitation and disposition of such intellectual property, and both the institutes shall make joint applications for the registration of the same. Before any registration or commercialization of any intellectual property takes place, the institutes agree to reach a separate agreement covering issues such as exploitation rights and revenue sharing. Any publication regarding such intellectual property shall only be possible with the prior written consent of both the institutes, such consent not to be unreasonably withheld. Both the parties shall be free to use perpetually the results arising out of the collaborating activities for its own internal teaching, research, educational, clinical and publication purposes without the payment of royalties or other fees to the other party.

#### **ARTICLE 6: VALIDITY**

The Memorandum shall remain in force for a period of FIVE years commencing from the effective date. Institutions may extend the term by written agreement signed by both after a formal review.

#### **ARTICLE 7: TERMINATION**

Either institution may terminate the MOU by giving written notice of Six months in advance to the other institution. Once terminated, neither ITM College, Nanded nor Paramvishwa Foundation, Nanded will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, both institutes will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion.

#### **ARTICLE 8: AMENDMENTS/MODIFICATIONS**

This MOU may be amended or modified by a written agreement signed by the representatives of both the institutes.

#### **ARTICLE 9: ADHERENCE TO LAWS**

Participating faculties, staff and students involved in any activity under this Memorandum must adhere to the rules and regulations of the participating institutions.

#### ARTICLE 10: LEGAL IMPLICATIONS

Nothing in this Memorandum shall be construed as creating any legal patronship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.


#### ARTICLE 11: DISPUTE RESOLUTION

In case, there be a dispute relating to any aspect of academic cooperation, ITM College, Nanded and The President, Paramvishwa Foundation, Nanded will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. In witness whereof, each of the parties has caused this MoU to be executed in two originals, one has to be retained by 'SSBES' ITM' and the other by PVF on this day.

This memorandum of Understanding (MoU) is entered between  
ITM College, Nanded and Paramvishwa Foundation (NGO) Nanded.

#### Party No. 01

Director,  
Institute of Technology And Management  
VIP Road, Nanded-431602 (MS)


Signature :   
18/06/2018

Director  
Shri Sharda Bhavan Education Society's  
Institute of Technology and Management,  
NANDED



#### Party No. 02

President,  
Paramvishwa Foundation, (NGO)  
Nanded- 431602 Dist. Nanded (M.S.)

Signature :   
18/06/2018

President  
Paramvishwa Foundation  
Guruji Chowk, Nanded

