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MEMORANDUM OF UNDERSTANDING

**BETWEEN**

**Department of Computer Science  
Of  
Sadguru Gadage Maharaj College, Karad.**

**AND**

**AppVishwa Infotech, Islampur**

## **PREAMBLE**

Whereas, Sadguru Gadage Maharaj College, Karad is multi-faculty institution is established in 1954 by Rayat Shikshan Sanstha, Satra which is approved by UGC, New Delhi and Govt. of Maharashtra and affiliated to Shivaji University, Kolhapur, offering quality education to the students in the Arts, Commerce and Science discipline. Department of Computer Sciences and BCA where charged with responsibility to develop student capabilities to appreciate and understand emerging developments in Computer Science & Information Technology.

WHEREAS, AppVishwa Infotech, Maharashtra, Islampur is engaged in developing of Web Site, Software & Mobile based Applications and consultancy in the field of Industries & Banking.

WHEREAS, both Department Computer Science of Sadguru Gadage Maharaj College, Karad and AppVishwa Infotech, now

- Recognizing the importance of research and Software development in the industry and banking area, as well as imparting industrial training to the BCS/B.C.A./B.Sc./ M. Sc. Computer Science students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Software industries & Banking.
- Desiring to club their efforts by pooling their expertise and resources,

**INTEND** to form a nucleus for promoting excellent quality manpower in the fields of Computer Science & Applications with special emphasis on Software Professionals and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH hereby acknowledge and agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH for enhancing, within the country, the availability of highly qualified software professional in the areas of industries & banking without any prejudice to prevailing rules and regulations in DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and AppVishwa Infotech. The areas of cooperation can be extended through mutual consent.

COLLEGE, KARAD and APPVISHWA INFOTECH shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII : AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

#### ARTICLE-IX : RESOLUTION OF DISPUTES

- a) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall try to resolve the dispute/difference amicably between themselves.

- b) DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH shall provide access to the library facilities to members of faculty and students as per the prevailing rules and norms in the respective institutes.

**ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME  
INCLUDING FINANCIAL ARRANGEMENTS**

- a) The collaborative programme between DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

**ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty who have been admitted to pursue a programme / training under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of APPVISHWA INFOTECH and DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD.

**ARTICLE-VI : IPR**

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

**ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU both DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH shall encourage interactions between the faculty members and students of both the organizations through the following arrangements:

- a) Organization of joint conferences and seminars;
- b) Project training for B.C.S./B.C.A./B.Sc./M.Sc. students at APPVISHWA INFOTECH.
- c) APPVISHWA INFOTECH would accommodate M.Sc. students who have completed the 3<sup>rd</sup> semester of their programme in such a number that APPVISHWA INFOTECH deems convenient to it for the purpose of imparting industrial training.
- d) APPVISHWA INFOTECH may depute its personnel as visiting faculty at DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD to teach any of the regular Course or specialized topics.
- e) APPVISHWA INFOTECH may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD students as well as faculties. Such Courses maybe run at any mutually convenient premises.
- f) APPVISHWA INFOTECH may seek assistance/guidance of DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD faculty member/s in software technology etc.
- g) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- h) APPVISHWA INFOTECH may showcase its business activities at the seminar/workshop/conference, etc. at DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD.
- i) APPVISHWA INFOTECH may avail library, Internet, computational facilities at DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD.
- j) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc. by the parties under the law will be decided on case to case basis after mutual consultation.
- k) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

## ARTICLE-III : SHARING OF FACILITIES

- a) DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.

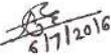
**ARTICLE-X: MISCELLANEOUS**

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both DEPARTMENT COMPUTER SCIENCE OF SADGURU GADAGE MAHARAJ COLLEGE, KARAD and APPVISHWA INFOTECH shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

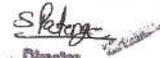
  
Head,  
Dept. of Computer Sc. & BCS  
S. G. M. College, Karad  
For Sadguru Gadage Maharaj College, Karad  
Prof. B. J. Nalavade  
Head Of Computer Science

Witness

- 1 Mr. Sadavage Ashrik   
6/7/2016
- 2 Mr. Borge sagor 

Date: 06<sup>th</sup> March 2016

For, Appvishwa Software Solution Pvt. Ltd.

  
Director  
AppVishwa InfoTech, Islampur



Witness

- 1 Mr. Sushant Patil 
- 2 Miss. Varita Jadhav 

