



## **MEMORANDUM OF UNDERSTANDING**

BETWEEN

**GOA VIDYAPRASARAK MANDAL'S  
DR. DADA VAIDYA COLLEGE OF EDUCATION,  
PONDA, GOA-403 401**

AND

**V.M. SALGAOCAR COLLEGE OF LAW,  
MIRAMAR-GOA-403001**

OCTOBER, 2020

## **MEMORANDUM OF UNDERSTANDING**

*Between*

**GOA VIDYAPRASARAK MANDAL'S  
DR. DADA VAIDYA COLLEGE OF EDUCATION,  
PONDA, GOA-403 401**

*And*

**V.M. SALGAOCAR COLLEGE OF LAW  
MIRAMAR-GOA-403001**

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This MEMORANDUM OF UNDERSTANDING (hereinafter MOU) is made and entered into on this day of 16<sup>th</sup> October, 2020 between Goa Vidyaprasarak Mandal's Dr. Dada Vaidya College Of Education, Ponda, Goa-403 401 (hereinafter GVMDDVCOE), on the ONE PART and V.M. Salgaocar College Of Law, Miramar-Goa (hereinafter VMSCL), 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 colleges, have decided to enter into a long-term collaboration in the areas of Education, Training, Research and Development.

V.M. Salgaoncar College of Law, Miramar is a premier institution in the State of Goa that provides higher education and is actively involved in research, training and consultancy. Recently it has been accredited by the National Assessment and Accreditation Council (NAAC). It has a State of art infrastructure and an array of Student Support Services.

AND WHEREAS the Goa Vidyaprasarak Mandal's (hereinafter GVM's) Dr. Dada Vaidya College Of Education, Ponda, Goa-403 401 is renowned college in Goa state which offers B.Ed., MEd, Extension Service for Primary to Higher Secondary teachers across Goa and Research Center for Ph.D. in Education. GVM's Dr. Dada Vaidya College Of Education College recently has been reaccredited by National Assessment and



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Accreditation Council (NAAC). The college has well equipped smart classrooms, Library and Internet facilities. The college has highly qualified, competent, young and dedicated faculty members who are constantly working for the overall development of the students. More than 80% staffs are involved in Ph.D. research and research activities.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in undertaking students and faculty related assignments to enhance the quality of Colleges as per the expertise and logistics available with both the PARTIES

### **Article 1.OBJECTIVES**

- 1.1** Sharing of Human and Physical Resources and Infrastructure
- 1.2** Academic development of the students, teachers, Institute and the society as well.
- 1.3** Organization of joint Activities like Seminars, Workshops and Conferences in benefit of continuous professional development of human recourses.

### **Article 2. FORMS OF COOPERATION**

- 2.1** Joint Research Projects
- 2.2** Academic Projects / Programmes
- 2.3** Seminars and Lectures on Topics of Mutual Interest and Relevance
- 2.4** Mutual benefits in the areas of economics, history, English, law, methodology of teaching, short term courses, certificate course, child rights, human rights, cultural activities and community education.
- 2.5** Faculty-Students Exchange
- 2.6** Teachers and Students Training Programme
- 2.7** Academic, Sports and Cooperation in college cultural activities
- 2.8** Instituting awards to teaching and non-teaching for the best work done.

### **Article 3. CONSULTANCY AND EXTENSION ACTIVITIES**

- 3.1** Joint Collaborative Projects
- 3.2** Sharing of Infrastructure and teaching instruments
- 3.3** Sharing of tools and techniques and knowledge in various disciplines

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### **Article 4. EXCHANGE OF INFORMATION AND RESEARCH SAMPLES**

**4.1** The term "information sharing" includes scientific or technical data, tools, results and/or methods of investigation, methods of teaching and other information intended to be provided, exchanged or arising under the objectives identified under Article 3. 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** Knowledge 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 coordinators.

### **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 GVMDDVCOE and VMSCL

**5.2** The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both GVMDDVCOE/ VMSCL and the expenditure incurred thereof shall be borne jointly and equally by GVMDDVCOE and VMSCL

**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>Dr. Anna Neena George, (Convener)</b> Officiating Principal, Goa Vidyaprasarak Mandal's Dr. Dada Vaidya College Of Education,Ponda, Goa-403 401	<b>Dr. K.S. Rao,(Convener)</b> Officiating Principal, V.M. Salgaocar College of Law, Miramar-Goa
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Dr. Jojen Mathew , ( Co-convener)	Dr. Shaber Ali ( Co-convener)
Mr. Ganesh Naik (Member)	Dr. Kim Couto (Member)
Mr. Sunil Kumar (Member)	Dr. B.S. Patil (Member)
Mrs. Karuna Satardekar(Member)	Dr. Sandhya Ram (Member)

**6.2** The Advisory Committee shall meet at least twice in a year either at GVMDDVCOE or VMSCS to review the progress and planning for the new collaborative activities

**6.3** Based on the education, training and research requirements of students and staff, the advisory committee shall, in consultation with the faculty and scientists, 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 the teaching 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.

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- 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 collaborative activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing GVMDDVCOE and VMSCL
- 8.10** Both the PARTIES will discuss the finances, resources shared based on the project protocols and other formalities.

### **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 the academic year 2020 – 21. 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.



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**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 GVMDDVCOE and the other by VMSCL. The consent has been taken from the Officiating Principal, Goa Vidyaprasarak Mandal's Dr. Dada Vaidya College Of Education, Ponda, Goa-403 401 and The Officiating Principal, V.M. Salgaocar College of Law, Miramar-Goa. IN WITNESS WHEREOF, the PARTIES have executed this MOU and represent that they approve, accept and agree to the terms contained herein.

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**MOU signed On Behalf of**

**V.M. Salgaocar College of Law, Miramar-  
Panaji, Goa**

**Goa Vidyaprasarak Mandal's r. Dada  
Vaidya College Of Education, Ponda, Goa-  
403 401**

**Name: Dr. K. S. Rao**

Designation: Officiating Principal

Address: V.M. Salgaocar College of Law,  
Miramar-Goa

**Name: Dr. Anna Neena George**

Designation: Officiating Principal

Address: Goa Vidyaprasarak Mandal's Dr.  
Dada Vaidya College Of Education, Ponda,  
Goa-403 401

Sign and Seal:



**PRINCIPAL  
V. M. Salgaocar College of Law,  
Miramar, Panaji - Goa.**

Sign and Seal:



**OFFG. PRINCIPAL  
G.V.M.'s Dada Vaidya College of Education  
Ponda - 403 401 - Goa**

