

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Dr. D.Y. Patil Centre for Management & Research
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune

AND

Himalayan University, Itanagar
Arunachal Pradesh



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this day Fifteen December Two Thousand Twenty Two (15/12/2022),

BETWEEN

Dr. D.Y. Patil Centre for Management & Research

NewaleVasti, Chikhali, Pune , the First Party represented herein by its **Director, Dr. Sunil Dhanawade** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Himalayan University, Itanagar, Arunachal Pradesh

Himalayan University Itanagar is a State Private University, founded by the Jean foundation in 2013, established under Sec 2(F) of UGC Act, 1956, by the Government of Arunachal Pradesh at the Nahalagun in Itanagar, Arunachal Pradesh. The University provides various courses in almost every theme of major disciplines such as B.Sc., M.Sc., BCA, MCA, BBA, MBA, BA, MA, B.Com, M.Com, etc. Himalayan University, esteemed as one of the best the Premier Engineering Institute in India, was promoted by a group of visionaries from varied Professions of Engineering, Medical, Law and Management to facilitate Quality Education to the Students and contribute towards meeting the needs of Skilled and Technically conversant professionals for the country that embarked on an Economic Growth Plan.

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A. First Party is a Higher Educational Institution named:
 - (i) **Dr. D.Y. Patil Centre for Management & Research**
- B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E. Vision is to train the students to become quality executives with a high standard of professionalism and ethics by utilizing our excellent resources, infrastructure and technological support. We plan to become a world class center of excellence in



F. CLAUSE 1 CO-OPERATION

1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the education the Second Party.
3. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.



- Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of higher education and management sector. The University has changed the education scenario in its neighboring states, often leading the way by making quality education accessible to all.
 - Himalayan University a name tagged to enhance the strength of Indian higher education while offering the quality and nurtureful education in almost every theme of major disciplines. Himalayan University being as a top ranking university of India commits to bring the student with bright future. We also conduct our counseling session under the operation head where we analyze the interest of the students as per their past education and experience and then offer the best suited career programs. High-impact research that advances the boundaries of knowledge and contributes to the betterment of society.
 - Dedicated service, as a university, that adds to social, economic and national development.
- 2.4 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.
- 2.8 There is no financial commitment on the part of the **Dr. D.Y. Patil Centre for Management & Research**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period. Himalayan University the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or Himalayan University the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.



4.2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Pune**.

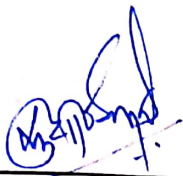

First Party

Second Party

AGREED:

For
Dr. D.Y. Patil Centre for Management & Research

For
Himalayan University, Itanagar, Arunachal Pradesh



Authorized Signatory

Director

**Dr. D. Y. Patil Centre For
Management and Research**

Gat No. 1029,1030, A/P, Chikhali-411002.



Authorized Signatory

Dr. D.Y. Patil Centre for Management & Research	Himalayan University, Itanagar, Arunachal Pradesh,
Gat No. 1029,1030, Newale Vasti , Chikhali, Pune	Jullang Village, Near Central jail, Itanagar, Distt. Papumpare- 791111, Arunachal Pradesh, India
8208678171/9763321818	0360-2203618, 9910057970
info@dypatilsanstha.com	info@himalayanuniversity.com
www.dypatilmba.com	www.himalayanuniversity.com

Witness 1:

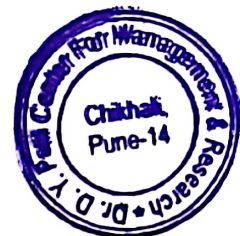


Mr. Dhananjay Patil
Aministrative Officer, DYPCMR



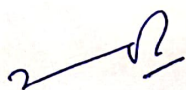
Witness 2:

Prof. S.S. Sohani
Assistant Professor, DYPCMR



Witness 3:

Kido Bagra (PRO)
Himalayan University



Witness 4:

Dr. L. Malem Mangal
Head,
Department of Law, HU
And
Asst. Dean
Academic Affairs

