

MEMORANDUM OF UNDERSTANDING

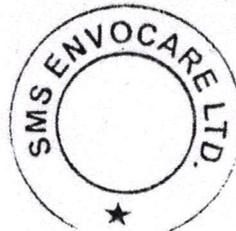
# MEMORANDUM OF UNDERSTANDING

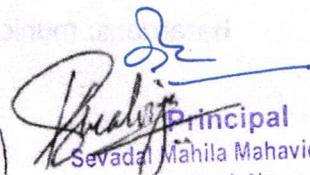
**BETWEEN**

**SEVADAL MAHILA MAHAVIDYALAYA,  
NAGPUR**

**AND**

**SMS ENVOICARE LIMITED, NAGPUR**



  
Principal  
Sevadal Mahila Mahavidyalaya  
Umfer Road, Nagpur-9.

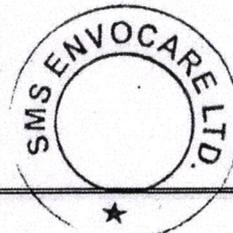
## MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") executed this 27<sup>th</sup> day of June 2020 between the Sevadal Mahila Mahavidyalaya, having its office at Sakkardara Square, Umrer Road, Nagpur, Maharashtra - 440024 and SMS ENVO CARE LIMITED, NAGPUR having its registered office at 267, Ganesh Phadnavis Bhavan, Dharampeth, Nagpur and administrative office at IT PARK, 20 STPI, gayatri Nagar, Parsodi, Nagpur 440022.

**WHEREAS** the **Sevadal Mahila Mahavidyalaya** was established in 1992 to serve selflessly towards the cause of human excellence especially in character building, personality development and empowerment of women through knowledge and higher education. The college is affiliated to Rashtrasant Tukadoji Maharaj Nagpur University, Nagpur. The college offers undergraduate, postgraduate and research programs in the fields of arts, science and commerce.

The main objective of the college is to empower the girl students by helping them to become strong, socially motivated, self-reliant, responsible and dedicated women and better citizen of tomorrow, so they can also contribute towards nation growth.

**WHEREAS** the **SMS ENVO CARE LIMITED, NAGPUR** is one of the best hazardous waste management company. SMS Envocare is India's leading provider of comprehensive environment management services; offer a whole package of best-in-class services under various categories such as Waste Management - hazardous, municipal, biomedical and integrated waste management.



  
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In addition SMS Envocare also offer renewable energy, consultancy and integrated environment services. Our ISO 9001, ISO 14001, ISO 17025 and OHSAS 18001 Certifications and state-of-the-art Laboratory and disposal facilities have set the platform for excellence in environmental and waste management. Constantly upgrading to the latest options in environmental sustainability is the theme of our action plan.

**WHEREAS** both institutions desire to establish relations in the area of Environment education and awareness and joint study/field programme (training/ teaching/outreach/placement). The objective of the partnership is to fulfil a common vision of collaborative academic activity in Environment education and awareness.

In addition to the above objectives, both the parties are desirous of establishing a working relationship to provide guidance and research for building resilient rural India. The first and second parties will collaboratively conduct the workshops with shared faculty and materials resources as mutually agreed upon.

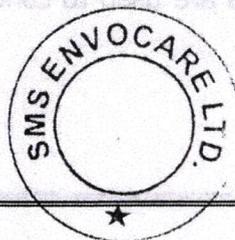
**NOW** therefore the two parties have agreed to cooperate as follows:-

**1. AREAS OF COLLABORATION**

- i) To conduct Field Work research, publications
- ii) Training of Student, Staff and faculty
- iii) Field Action programme.

**OPERATIONAL GUIDELINES**

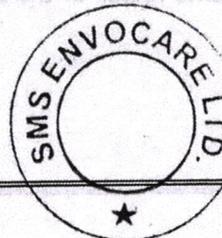
Both academic and budgetary provisions for each activity under the MOU shall be set down in a specific letter of agreement.



*[Signature]*  
**Principal**  
Sevada Mahila Mahavidyalaya  
Umrer Road, Nagpur-9.

## MUTUAL OBLIGATIONS

1. The two parties here by undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.
2. The overall Memorandum does not entail any obligation for the two parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), both parties will facilitate practical arrangements related to study visits from the collaborating institution including office accommodation and necessary administrative functions to enable them to carry out programme objectives.
3. Both institutions shall seek waiver of duty and value added tax applicable on any equipment and materials for use by students and staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'agreements of collaboration'.
4. Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
5. Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.
6. Both parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration



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as specified in 'agreements of collaboration' regarding each individual project.

7. Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project.

8. The parties shall share both in gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise **however** Intellectual Property rights shall always be shared equally.

9. The parties shall keep each other indemnified against all damages to or losses resulting from the fault of their respective agents and/or servants.

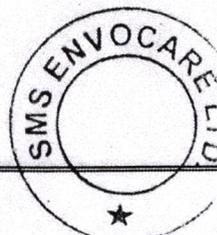
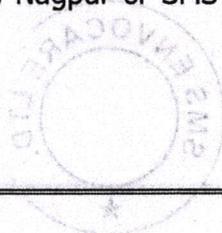
#### **MANAGEMENT OF THE COLLABORATION**

Each Institution shall designate a coordinator to develop and coordinate the program activities.

The initial coordinators are Prof. Pravin Charde, Principal, Sevadal Mahila Vidyalaya, Nagpur for the **Sevadal Mahila Vidyalaya** and **Dr. Kishore Malviya, Director, SMS Envocare, Nagpur**. Notification of change or successor shall be in writing to the other party.

#### **INTELLECTUAL PROPERTY RIGHTS**

All rights created by patent as a result of joint activity shall be shared by the Sevadal Mahila Vidyalaya, Nagpur and SMS Envocare, Nagpur. Unless all the parties agree, no party shall individually, and without prior notice and consent of the others, file or obtain whether in Sevadal Mahila Vidyalaya, Nagpur or SMS Envocare, Nagpur or elsewhere and anywhere



*[Signature]*

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Sevadal Mahila Mahavidyalaya  
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any Intellectual Property Rights over any research materials or information under this Memorandum including properties, derivatives or processes including those that may utilize the knowledge of local communities regarding any product or process even such process has been modified to a more sophisticated level by synthetic or any other method. Such Intellectual Property shall be in any event jointly owned by both parties. Regarding authors' rights, only co-investigators and other scientific staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors.

#### **MATERIAL TRANSFER AGREEMENT**

Any and all materials transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parties and appended to the agreement of collaboration regarding the individual projects.

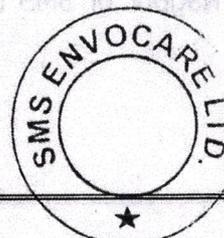
#### **DURATION OF THE MEMORANDUM**

This Memorandum of Understanding shall come into effect from the date of execution and shall remain in force for a period of Three years.

#### **IMPLEMENTATION**

All laws, rules and regulations issued by all parties shall be strictly observed at all times.

#### **SETTLEMENT OF DISPUTES**



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Principal  
Sevadal Mahila Mahavidyalaya  
Umrer Road, Nagpur-9.

The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this Collaboration Agreement.

Where a dispute has not been amicably resolved the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides.

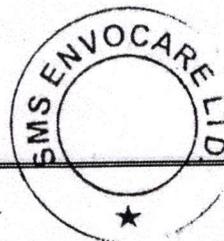
Where mediation fails the parties shall settle the dispute through arbitration, such arbitration shall be as per arbitration act where one or more arbitrators appointed in accordance with the said rules. The award of the arbitration shall be final and binding upon the parties.

#### **FORCE MAJEURE**

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the contract.

#### **REVIEW AND AMENDMENTS**

The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature. Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.



*[Handwritten Signature]*

*[Handwritten Signature]*

Principal  
Sarada Mahila Mahavidyalaya  
Umrer Road, Nagpur-9.

**TERMINATION OF MEMORANDUM**

The memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than ONE (01) months' notice in writing.

**IN WITNESS WHERE OF**, the Parties hereto have executed this Memorandum of Understanding this 27<sup>th</sup> Day of June 2020.

For the **SMS Envocare Ltd**, Nagpur

Sms Envocare Limited  
Director

(Director, SMS Envocare Ltd)

For **Sevalal Mahila Vidyalaya**, Nagpur

(Principal, Sevalal Mahila Vidyalaya )



Principal  
Sevalal Mahila Mahavidyalaya  
Umrer Road, Nagpur-9.

