

**A DRAFT MEMORANDUM OF UNDERSTANDING
FOR ACADEMIC COOPERATION
BETWEEN
PIMPRI CHINCHWAD UNIVERSITY (PCU),
PIMPRI CHINCHWAD EDUCATION TRUST
& PCET's S.B.Patil Institute of Management
AND
NPTC Group of Colleges**

The **PIMPRI CHINCHWAD EDUCATION TRUST**, a university established under the laws of the Bombay Public Trust Act, 1950(Act 29 of Bombay Law) and **PIMPRI CHINCHWAD UNIVERSITY (PCU) & PCET'S S.B.PATIL INSTITUTE OF MANAGEMENT**, Pune having an address at Sector 26, Nigdi, Pradhikaran Pune- 411044, India (hereinafter referred to as "PCET") seeking to improve understanding between their respective academic institutions and to establish mutually beneficial collaborations benefiting their students, have agreed to sign this Memorandum of Understanding (hereinafter referred to as the "MoU") as a first step towards achieving these shared goals.

[First Party]

And

Whereas. **NPTC Group of College**, is registered as a charitable organisation under the Charities Act 2011, further education College in Wales (U.K) with its registered address as Dwr-y-Felin Road,
Neath, Neath Port Talbot, SA10 7RF, United Kingdom

[Second Party]

NOW THEREFORE PURSUANT THERETO, the Parties hereby agree as follows:

1. SCOPE AND FIELDS OF ACADEMIC COOPERATION

1.1. The Parties hereby agree to implement within the framework of the rules and

regulations applicable in each of the institutions of **PCET, PIMPRI CHINCHWAD UNIVERSITY (PCU) & PCET's S.B.Patil Institute of Management, Pune**, subject to the availability of funds and resources, the following programmes, and activities, which may include, but are not limited to:

- a) MS, PhD studies abroad to students and faculties
- b) Admission to students from foreign countries in existing colleges and upcoming private universities PCU
- c) Summer school/ Internship to students at all colleges of PCET, PCU & PCET'S S.B.PATIL INSTITUTE OF MANAGEMENT, Pune at NPTC Group in the UK.
- d) Student Exchange of postgraduate / graduate /undergraduate students
- e) Twinning / Dual/Joint Degree Programs at UG, PG level (or as appropriate)
- f) One-month training/ School Programs for foreign university students from NPTC Group at PCET, PCU & PCET's SBPIM, Pune
- g) Exchange of Academic personnel/faculty
- h) Co-operative research and development activities
- i) Co-operative design of courses , conferences, Symposia, short courses or academic programs
- j) Joint research activities/ joint application for funding proposals
- k) Exchange of academic or scientific material and publications of common interest

1.2. It is agreed that the terms and conditions of any agreed programme and activity contemplated in this MoU shall be the subject matter of separate written agreements to be negotiated and agreed upon by both Parties and/or any third parties, wherever applicable. PROVIDED ALWAYS the decision whether to initiate and/or implement any programme or activity shall be at each Party's sole discretion.

1.3. The Parties agree to designate, on behalf of each institution, a coordinator whose responsibility will be to supervise the execution of this MoU and to draw up programmes or activities to be implemented under this MoU, setting out specific provisions concerning the exchange programmes, budget requirements and details of funding. For this purpose, the coordinator for NPTC is the Head of International, James Llewellyn and for PCET is Dr.Aishwarya Gopalakrishnan

2. FINANCIAL ARRANGEMENTS

2.1. The Parties acknowledge that in the absence of any specific agreement in writing to the contrary, each Party will be responsible for its costs and expenses in establishing and conducting programmes and activities contemplated under this MoU, including without limitation its costs and expenses in travel and accommodation.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. The Parties agree that the ownership of and any other rights relating to intellectual property arising from or in connection with any programme or activity under this Memorandum of Understanding shall be determined on a case-by-case basis and shall therefore be specified and agreed for each such programme or activity in a separate written agreement between the Parties.

4. CONFIDENTIALITY

4.1. The Parties agree and undertake to keep confidential any information or data that may be exchanged, acquired or shared in connection with any programme or activity conducted pursuant to this MoU save where the same is already in the public domain.

5. DURATION AND TERMINATION

5.1. This MoU shall take effect on and from the date of execution of this MoU and shall continue to be effective for a period of five (5) years and may be extended for such further period as may be agreed by the Parties in writing.

5.2. Notwithstanding clause 5 (1) above, this MoU may be terminated by either Party giving written notice to the other at least six (6) months prior to the proposed date of termination.

5.3. Notwithstanding clause 5 (2) above, the provisions of this MoU or any other written agreement in respect of any on-going exchange programme or any other form of

cooperative activity under this MoU shall continue to apply until their completion unless both Parties mutually agree in writing to the earlier termination of the programme or cooperative activity.

6. NOTICE

6.1. Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing, in English and delivered personally or sent by registered or certified post via air mail or by courier or email (which shall be acknowledged by the other Party) to the Parties at the addresses as stated below:

(a) If to NPTC: NPTC Group of Colleges
Dwr-y-Felin Road,
Neath,
Neath Port Talbot
SA10 7RF
United Kingdom
Attention: James Llewellyn
Email: James.Llewellyn@Nptcgroup.ac.uk

(b) If to PCET: Pimpri Chinchwad Education Trust
Sector 26, Near Akurdi Railway Station,
Nigdi, Pradhikaran, Pune – 411044
Maharashtra, India
Attention: Dr.Aishwarya Gopalakrishnan
Email: g.aishwaryaa27@gmail.com

7. MISCELLANEOUS

7.1. This MoU may be modified, varied or amended at any time after due consultation and with the parties' written agreement.

7.2. The Parties acknowledge that all visits or exchanges of staff, students or administrators will be subject to compliance with UK and India's entry and visa regulations and with the respective Party's requirements concerning staff and student visits.

8. Non-Binding

8.1. This Document does not create a binding agreement between the Partners and will not be enforceable. Only the Partnership Agreement, duly executed by the Partners, will be enforceable. The terms and conditions of the Partnership Agreement will supersede any terms and conditions contained in this Document. The Partners are not prevented from entering into negotiations with third parties concerning the subject matter of this Document.

9. Communications

9.1. All communications from both parties will be through a Single Point of Contact (SPOC), on behalf of PCET & PCET's SBPIM, **Dr.Aishwarya Gopalakrishnan** (g.aishwaryaa27@gmail.com) **Mobile number +91-8975982140**. In case of any change in the details of the SPOC of any university, they will inform the other party.

9.2. on behalf of NPTC Group of Colleges, **James Llewellyn** (james.llewellyn@nptcgroup.ac.uk) **Mobile number +44 7775 971084**. In case of any change in the details of NPTC Group, they will inform the other party.

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IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of
NPTC Group of Colleges

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Name: **Catherine Lewis**

Designation: **Acting CEO**

Date:

In the presence of

.....

Name: **James Llewellyn**

Designation: **Head of International**

Date:

For and on behalf of
PIMPRI CHINCHWAD EDUCATION TRUST


.....

Name: **Shri V. S. KALBHOR**

Designation: **Secretary**

Date:

In the presence of


.....

Name: **Dr. G.M. Desai**

Designation: **Executive Director**

In the presence of


.....

Name: **Dr. Aishwarya Gopalakrishnan**

Designation: **International Relations
Co-ordinator, PCET's S.B. Patil
Institute of Management**

Date:

In the presence of


.....

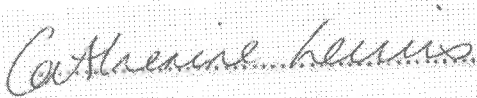
Name: **Dr. Kirti Dharwadkar**

Designation: **Director, PCET's
S.B. Patil Institute of Management**

Date:

IN WITNESS THEREOF, the Parties have caused this MoU to be executed by their duly authorized representatives.

For and on behalf of
NPTC Group of Colleges



Name: Catherine Lewis

Designation: Deputy CEO

Date:

In the presence of



Name: James Llewellyn

Designation: Head of International

Date:

For and on behalf of
PIMPRI CHINCHWAD EDUCATION TRUST

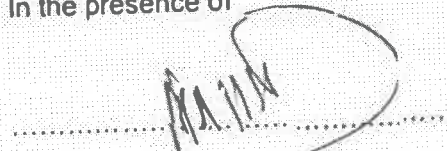


Name: Shri V. S. KALBHOR

Designation: Secretary

Date:

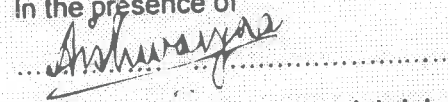
In the presence of



Name: Dr. G.M. Desai

Designation: Executive Director

In the presence of



Name: Dr. Aishwarya Gopalakrishnan


Designation: International Relations

Co-ordinator, PCET's S.B. Patil

Institute of Management

Date:

In the presence of



Name: Dr. Kirti Dharwadkar

Designation: Director, PCET's

S.B. Patil Institute of Management

Date: