

**MEMORANDUM OF UNDERSTANDING (MoU)**

**AMONG**

**Don Bosco Institute of Technology, Mumbai**

**Chamber of Small Industry Associations**

**Thane Small Scale Industries Association, Thane**

**For**

**Promotion of Industry Academia Interaction**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this 21 day of Feb 2022.

### AMONG

Don Bosco Institute of Technology, Mumbai located at Kurla (West) Mumbai -400070 Maharashtra 400610, represented herein by its Director, Rev. Fr. Anthony Pinto and Principal, Dr. Prasanna Namblar (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

Chamber of Small Industry Associations (COSIA) located at TSSIA House, Plot No. P-26 Road No. – 16/T, Wagle Industrial Estate, Thane – 400604, represented herein by its Honorary Joint Secretary, Mr. Nipun J. Mehta (hereinafter referred to as "Second Party", organization which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND

Thane Small Scale Industries Association located at TSSIA House, Plot No. P-26 Road No. – 16/T, Wagle Industrial Estate, Thane – 400604, represented herein by its Vice President, Mr. Ashish Sirsat (hereinafter referred to as "Third Party", organization which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party, Second Party and Third Party are hereinafter jointly referred to as 'Parties' and individually as 'Party' and the Second Party and Third Party are hereinafter referred to as 'Industry Parties')



**WHEREAS:**

- A) First Party is a Technical Educational Institution named: **Don Bosco Institute of Technology, Mumbai**
- B) **Chamber of Small Industry Associations**, popularly known as COSIA, is a NABET Accredited National Level BMO of MSMEs. COSIA, having pan India affiliations, constantly strives for the promotion of MSMEs through policy advocacy, implementation of government schemes, dissemination of information, organizing conferences to mobilize MSME issues, conducting seminars and training programmes to augment their knowledge and skills etc. COSIA is also engaged in Skill Development activities as well as the promotion of Industry Academia interaction.
- C) **Thane Small Scale Industries Association**, Thane the Second Party is one of the renowned Association of Micro Small and Medium Enterprises (MSMEs) in Maharashtra, engaged in Policy Advocacy, promotion of Government policies, schemes and initiatives for MSMEs, Skill Development, Training and Education and Industry Academia linkages for the promotion and betterment of MSMEs and related fields
- D) The Parties believe that collaboration and co-operation among them will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- E) The Parties intent to cooperate and focus their efforts to achieve increased Industry exposure and upgrade skills of Faculty and Students; use expertise of Faculty to solve Industrial problems and also to engage students to solve real life problems and to motivate them for Entrepreneurship; To improvise academic content with Industry Inputs.
- F) All the Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

**CLAUSE 1: CO-OPERATION**

- 1.1 All the 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. 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.
- 1.2 First Party and Industry Parties' 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 industry/Members of the Industry Parties as well as to assist the Industry Parties in solving Industry Related Problems through the Faculty and Students of the First Party.
- 1.3 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 correspondence, 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 among 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.
- 1.4 Wherever necessary, the parties shall mutually cooperate for securing compliance under any prevailing laws while implementing this MOU and or any other activities contemplated under the Definitive Documents, for instance, certificates or letters



required from any of the parties for establishing the nature or status of activities as well as of the students of the first party vis-a-vis the prevailing labor and other laws.

## CLAUSE 2: SCOPE OF THE MoU

- 2.1 The Under Graduate students from the institution (First Party) could play a key role in technological up-gradation, innovation and competitiveness of the industry. The parties believe that close co-operation between them would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Industry Parties will give valuable inputs to the First Party in teaching / training methodology so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Industry Parties to permit the Faculty and Students of the First Party to visit its Member Units 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.
- 2.4 **Skill Up-gradation Programs:** Industry Parties to assist the First Party in arranging seminars/workshops/programs for the students of First Party, inter alia, on the emerging technologies & trends, processes, Industrial safety, Regulatory environment etc in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Industry Parties to extend the necessary support to deliver guest lecture to the students of the First Party on the technology/Industry trends and in house requirements as well as to promote Entrepreneurship among such students.



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- 2.6 Faculty Development Programs: Industry Parties to assist the First Party to train the Faculty of the First Party for imparting industrial exposure/ training as per the industrial requirement.
- 2.7 Problem solving for Industries: The students of the First Party to be engaged by the Industry Parties by allocating them real life industry problems to solve them with the assistance of their Faculty as may be facilitated and assisted by the First Party. Also, the Industry Parties may engage the faculty of the First Party to solve industrial problems on assignment basis, the details of each such assignment shall have separate terms and conditions of their own as may be mutually decided and finalized by the parties.
- 2.8 All the Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein and also the details of every such activity shall be decided and mutually agreed upon by all the parties before initiating such activities.
- 2.9 There is no financial commitment on the part of all the Parties 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, Estoppel or otherwise, create in any Party and/or their students, faculty members, agents or members 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 or their members. More specific and pertinent terms regarding Intellectual Property Rights shall be decided by the parties through the respective Definitive Documents for specific activities that will be conducted under this MOU.



#### CLAUSE 4: VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by any Party on mutually agreed terms.
- 4.2 The Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, the parties will have to discharge their obligations which will be already undertaken and pending or may mutually decide to grant a discharge to the concerned party in case of any such pending obligations.

#### CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party, Second Party and Third 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 Parties' name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Parties, without the prior written consent of the other Parties. 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 Parties, to pledge the other Parties' credit, or to extend credit on behalf of the other Parties'.

#### CLAUSE 6: INTERPRETATIONS & DISPUTE RESOLUTION

Any divergence or difference derived from the interpretation or application of the MoU shall be amicably resolved through conciliation and failing which, the same shall be resolved by arbitration between or among the parties as per the Arbitration and Conciliation Act, 1996. The place of the arbitration shall be at District Head Quarters of the Third Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Thane District**.



**CLAUSE 7: CONTACTS AND CORRESPONDENCE**

All correspondence should be through email on the given email IDs. The following shall be the contact persons and details for the respective parties;

1) For Don Bosco Institute of Technology, Mumbai

Dr. Pradeep Suryawanshi –  
Dean for Innovation & Entrepreneurship, and  
Head, Dept. of Mechanical Engineering  
Tel: 9076003191/ 9892545015  
Email: pradeepkumar.dbit@dbclmumbai.org

2) For COSIA and TSSIA

Mr. Sameer Shirodkar  
Secretary Legal & Special Projects Coordinator  
Tel: 9892579390; 022-25820429  
Email: cosia.cosia@gmail.com

  






AGREED:

For  
Don Bosco Institute of Technology,  
Mumbai

1) Rev. Fr. Anthony Pinto – Director &  
(Authorized Signatory)



2) Dr. Prasanna Nambiar – Principal  
(Authorized Signatory)

For  
Chamber of Small Industry Associations

A handwritten signature in blue ink, appearing to read "Nipun J Mehta".

Nipun J Mehta – Hon. Gen. Secretary  
(Authorized Signatory)



For  
Thane Small Scale Industries Association, Thane

A handwritten signature in blue ink, appearing to read "Ashish Sirsat".

Ashish Sirsat – Vice President  
(Authorized Signatory)

