



महाराष्ट्र MAHARASHTRA

© 2020 ©

YB 628902



जिल्हा कोठागार कार्यालय, ठाणे
- 8 MAR 2021
मुद्रांक प्रमुख निगीक / लिपीक

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING - M.O.U is made on December, 06 2021.

Parties: **National Centre of Quality Management**, hereinafter referred to as First Party or **NCQM**, located at, G - 503, Kailas Industrial Complex, Vikhroli - Hiranandani Link Road, Vikhroli (W), Mumbai 400 079;

And

Don Bosco Institute of Technology herein after referred to as the Second Party or **DBIT**, located at: Premier Automobiles Road, Opp. HDIL Premier Exotica, Kurla (w), Mumbai, Maharashtra 400070

सर्वोच्च न्यायालय

जुस्टिस

SUBHASH C. HEWAT
 Advocate
 Dr. B.A., LL.B.
 Highway, 13042
 Mumbai-43, 11706, 9324660097

.....

8 MAR 2021



निदेशिका

.....

1. OBJECTIVE & SCOPE

- 1.1. DBIT can benefit from NCQM's expertise in the field of Process Management Documentation, Process Mapping and Improvement for various accreditations.
- 1.2. Similarly NCQM would benefit from the expertise of DBIT Faculty useful for industry and research oriented project acquired by NCQM.
- 1.3. NCQM expertise to be used for training of DBIT Faculty for developing capability in the field Process Management Documentation, Process Mapping and Improvement for various accreditations.
- 1.4. Combined team of NCQM Experts and DBIT Faculty can initiate training and advisory/consultancy services to
 - Industry and Educational Institutions for achieving excellence,
 - Students and working professionals by providing certifications such as diploma programs and certification programs

2. Advisory Board Nominee from NCQM

Based on the mutual agreement NCQM may nominate a member to Academic Advisory Board of various departments in DBIT.

3. DBIT Faculty nomination in NCQM Committees

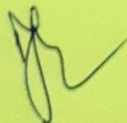
Based on the mutual agreement DBIT may nominate a senior faculty member(s) on NCQM Research Committee / Education / Program Committee as a reciprocal arrangement.

4. Support for Faculty Development

NCQM will support DBIT to get connected to the industry experts for Faculty Development programs in the desired areas for innovation, entrepreneurship and research.

5. Training and Advisory services

Faculty members of DBIT can be deputed on industry projects / research projects acquired by NCQM or jointly by DBIT and NCQM based on their competency. The faculty who would like to undertake such projects but do not have required competency can join the training programs developed by NCQM or jointly developed by DBIT and NCQM to acquire necessary competency. The cost of such training program has to be borne by the DBIT faculty.



The profit sharing shall be done between the NCQM and DBIT after subtracting the expenses incurred by both the parties on the project. The profit sharing shall be decided on per project basis between the DBIT and NCQM.

Profit/ loss sharing shall be as 50-50 and the same will be derived after accounting for all the expenses.

6. Student Certification programs

DBIT students can be offered the training programs developed by NCQM or jointly developed by NCQM and DBIT. Such programs may be initiated by various departments as certificate program approved by NCQM and DBIT jointly.

Trainer for the training programs should be drawn from DBIT and NCQM based on the competency and pedagogy requirements. The trainer's feedback shall be considered for further engagements.

7. LEARNING & COURSE MATERIALS

Both parties acknowledge and agree that the learning material and new courses developed during the period of MOU can be used both by DBIT and NCQM.

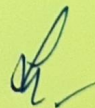
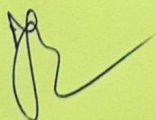
8. AGREEMENT TERM

- a. This Agreement will be reviewed annually and will be valid for three years from the date of commencement;
- b. The agreement may be dissolved by mutual consent howsoever; any liability towards third party arising out of such a dissolvent shall be honoured by both the parties;
- c. This MOU does not bind either of the parties from entering into similar MOUs with any other institutes.
- d. All activities outlined in this memorandum would be a collaborative one and the budget, provisions for meeting the budget, timeline and other details will be agreed upon through a written project proposal that will be approved by a joint committee of NCQM and DBIT.

10. TERMINATION

Both parties agree to the following:

- a. Either Party may terminate this Agreement prior to the end of the Term by giving three month written notice if:
Either Party breaches any Obligations and then fails to remedy the breach within ten (10) Business Days of receipt of notice specifying the breach to be remedied; An Insolvency Event occurs in respect of Either Party;



- b. Any other event or series of events occurs which in the reasonable opinion of either party renders it impractical or impossible to observe and fulfil the terms of this Agreement;
- c. Either Party breaches any conflict of interest provision of this Agreement;
- d. Whilst a party is in breach of this Agreement, the other party may suspend the performance of its Obligations.

11. LIMITATION OF LIABILITY

Either of the parties will not be liable in contract or tort (including negligence) at law or in equity for any loss or damage (including consequential loss or damage) arising directly or indirectly as a result of the various project initiatives resulting in loss of profits, business, revenue, goodwill or anticipated savings or any other amounts whatsoever and/or as a result of the various initiatives taken.

12. FORCE MAJEURE

Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.

13. RELATIONSHIP

The arrangement between the parties shall be on principal-to-principal basis and nothing in this agreement constitutes a relationship of employer and employee or principal and agent between the parties.

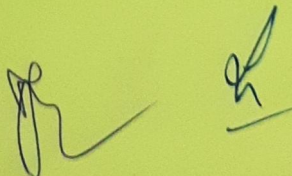
14. GENERAL

14.1 Notices

Each party notifying or giving notice under this Agreement shall do so in writing letter or official email.

14.2 Entire Agreement and Variation

This Agreement constitutes the entire agreement between the parties in respect of the subject matter of this Agreement and shall only be varied by written agreement between the parties.



15. CONFIDENTIALITY

Except as required by the proper operation of law, both the parties shall keep the terms of this Agreement confidential and shall not disclose its terms to any third party without the prior consent of the other party, except in the case of necessary disclosures to relevant Authorities or Government Agencies. Both the parties shall ensure sufficient measures to prevent breach of privacy and accidental disclosure of information.

16. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement is intended to be legally binding and shall be governed by and construed in accordance with the relevant laws in India and of the applicable laws of the from time to time.

The parties agree to submit to the exclusive jurisdiction of the Courts of Mumbai, India only.

For all communications the following are the points of contact.

NCQM

President

National Centre for Quality Management

G - 503, Kailas Industrial Complex,

Vikhroli - Hiranandani Link Road, Vikhroli (W),

Mumbai 400 079

Tel: (022)40111962

Email: president@ncqm.com

DBIT

Principal

Don Bosco Institute of Technology

Premier Automobiles Road, Opp. HDIL Premier Exotica,

Kurla (w), Mumbai, Maharashtra 400070

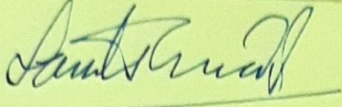
Tel: 022 2504 2018

Email: prasannanambiar@hotmail.com



EXECUTED as an Agreement

EXECUTED by NCQM (NATIONAL CENTRE FOR QUALITY MANGAGEMENT, MUMBAI)




SIGNED by Mr. Santosh Khadagade ,
President on behalf of the National Centre for Quality Management, Mumbai.

In the presence of PRASAD PADALKAR (Name of Witness)

P. I. Padalkar
Signature of Witness

Dated this: Sixth day of December 2021

EXECUTED by the DBIT



SIGNED by Dr. Prasanna Nambiar, Principal on behalf of the
Don Bosco Institute of Technology, Mumbai.

In the presence of PRASAD NAIK (Name of
Witness)

Signature of Witness
Dated this: Sixth day of December 2021