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# Rajiv Gandhi Science & Technology Commission Government of Maharashtra

A. S. Manekar  
Member Secretary



RGSTC/File-2019/BAMU/CR-24/134  
Apeejay House, 3<sup>rd</sup> Floor,  
Dinshaw Vaccha Road,  
Near K.C.College, Churchgate,  
Mumbai - 400 020.  
Tel: No. 022-22024755/22024711  
E-mail: rgstcmaha@rediffmail.com  
Date: 10<sup>th</sup> March, 2021

Dear Sir,

Greetings from Rajiv Gandhi Science and Technology Commission!

Please find enclosed herewith a signed MoU between BAMU, Aurangabad and RGSTC, Mumbai for "Assistance for S & T Application through University System".

With Warm Regards,

*A. S. Manekar*  
(A. S. Manekar)

Encl: Signed MoU.

To,  
Registrar,

Dr. Babasaheb Ambedkar Marathwada University,  
near Soneri Mahal, Jaisingpura, Aurangabad-431 004.

Copy for information to:

1. Vice Chancellor, Dr. Babasaheb Ambedkar Marathwada University, near Soneri Mahal, Jaisingpura, Aurangabad - 431 004.
2. Dr. Ratnadeep R. Deshmukh, Co-Ordinator University System, Department of Computer Science & Information Technology, Dr. Babasaheb Ambedkar Marathwada University, near Soneri Mahal, Jaisingpura, Aurangabad - 431 004.

DR (PI-PSA)

(263961)

10.1.18  
3/1/2021

Smt. Asha Pawar

P. Madhup  
(261102)

# **Memorandum of Understanding**

Between

**Rajiv Gandhi Science and Technology Commission  
(RGSTC)**

and

**Dr. Babasaheb Ambedkar Marathwada University,  
Aurangabad (MS).**

For implementing of the Scheme

**“Assistance for S&T Applications through University System”**

In Maharashtra

**(A. S. Manekar)**  
**Member Secretary**  
Rajiv Gandhi Science &  
Technology Commission  
Maharashtra State, Mumbai



**MEMORANDUM OF UNDERSTANDING FOR IMPLEMENTATION OF THE SCHEME "ASSISTANCE FOR S&T APPLICATIONS THROUGH UNIVERSITY SYSTEM" FOR RAJIV GANDHI SCIENCE AND TECHNOLOGY COMMISSION, IN THE AREA UNDER DR. BABASAHEB AMBEDKAR MARATHWADA UNIVERSITY, AURANGABAD.**

Rajiv Gandhi Science and Technology Commission (RGSTC) is statutory body set up by Govt. of Maharashtra under Maharashtra Act no. XV of 2004 having its registered office at Mantralaya, 7<sup>th</sup> floor, Madam Cama Road, Mumbai-400032, for advancement, propagation and promotion of applications of Science & Technology for benefit of the people of Maharashtra.

AND

Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, an institution set up by Government of Maharashtra under Dr. Babasaheb Ambedkar Marathwada University Act of 1962 with an office at Aurangabad-431001, dedicated to facilitate higher education in the four districts i.e. Aurangabad, Osmanabad, Jalna and Beed in Maharashtra.

WHEREAS RGSTC has launched a scheme "Assistance for S&T Applications Through University System" for decentralized project activity in Maharashtra under certain terms and conditions,


AND WHEREAS, being aware of its jurisdiction in the districts of Aurangabad, Osmanabad, Jalna and Beed in the field of higher education, the RGSTC approached Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, for undertaking implementation of the activities elaborated in the scheme,

AND WHEREAS, Dr. Babasaheb Ambedkar Marathwada University, Aurangabad having found the initiative of RGSTC in conformity with its objectives, has agreed to collaborate with RGSTC for taking the responsibility of implementation of the scheme in the area under its jurisdiction with funds provided and procedures laid down by the RGSTC.

NOW, THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

**Responsibilities of RGSTC**

- (i) To provide financial support to the University for Implementation of the scheme in the area of University's jurisdiction.
- (ii) To provide guidelines, whenever necessary, for effective implementation of the scheme.
- (iii) To nominate RGSTC representatives on the committees to be appointed by the University, with prior consent of RGSTC, for effective implementation of the scheme.
- (iv) To monitor overall working of the scheme.
- (v) To help the University and the Institutions in handling the issues related to IPR, Technology Transfer and release of data developed in the projects supported under the scheme.

  
**(A. S. Manekar)**  
Member Secretary  
Rajiv Gandhi Science &  
Technology Commission  
Maharashtra State, Mumbai

**Responsibilities of Dr. Babasaheb Ambedkar Marathwada University, Aurangabad**

- (i) To implement the scheme in accordance with the guidelines and formats given in the scheme documents.
- (ii) To follow the procedure in inviting and selection of the projects as laid down in the scheme.
- (iii) To constitute Committees as specified under the scheme with prior consent of RGSTC.
- (iv) To provide Annual Progress Report along with the Utilization Certificate for the grant provided by the RGSTC.
- (v) University may create IPR through patenting, copywrite etc. from the work carried out under the projects, maintain it and protect it from any infringement. Any commercialization of IPR shall be done with prior approval of RGSTC.


**General**

- (i) The relationship between RGSTC and Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, shall be of independent nature. This MoU does not create any agency, company, partnership, joint venture or any other business relationship between RGSTC and Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.
- (ii) In no event shall any party be liable to any other for any damages without limitation including, direct, speculative, indirect, incidental, special or consequential damage with respect to this MoU.
- (iii) No modification, alternation or insertion shall be made to this MoU unless agreed in writing by RGSTC and Dr. Babasaheb Ambedkar Marathwada University, Aurangabad.
- (iv) Any party without prior consent of the other parties can't assign this MoU.
- (v) This MoU shall be interpreted and construed in accordance with Indian Laws.
- (vi) RGSTC and Dr. Babasaheb Ambedkar Marathwada University, Aurangabad, will attempt to implement the Scheme in consonance with its basic objectives and spirit. In case of any disagreement, RGSTC and Dr. Babasaheb Ambedkar Marathwada University, Aurangabad will try to resolve and settle the issues mutually.
- (vii) This MoU shall be valid for a period of Three Years and its continuation shall be subject to a review of the progress of the Scheme by the Commission.

**Force Majeure**

In the event of any party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.

The term "Force Majeure" as mentioned herein, shall mean natural calamities, War, Civil Riots, Fire directly affecting the performance of the Contract, Acts and Regularity of the government.

  
**(A. S. Manekar)**  
Member Secretary  
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Technology Commission  
Maharashtra State, Mumbai

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing, the beginning of the cause amounting to Force Majeure as also the ending of the said cause by giving notice to the other party within 72 (Seventy Two) hours of the alleged beginning and ending of the cause respectively. If performance under this MoU is suspended by Force Majeure condition lasting for more than 2 (Two) months, the parties shall have the option of cancelling this MoU in whole or part at its discretion without any liability on its part.

Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

In witness where of the parties have set their hands to this Memorandum of Understanding on the day of 10 MAR 2021.



*Rajiv Manekar*  
Registrar

Dr. Babasaheb Ambedkar Marathwada University,  
Aurangabad, Maharashtra

Registrar  
Dr. Babasaheb Ambedkar  
Marathwada University,  
Aurangabad.

*A. S. Manekar*  
(A. S. Manekar)

Member Secretary  
Rajiv Gandhi Science  
Technology Commission

Rajiv Gandhi State Technology  
Commission Govt. of Maharashtra, Mumbai



#### Witnesses

1) *S.N. Deshmukh*  
Prof. S.N. Deshmukh

1) *Ravindra Dhamrikar*  
Ravindra Dhamrikar

2) *Ratnadeep R. Deshmukh*  
Prof. R.R. Deshmukh

Dr. Ratnadeep R. Deshmukh  
Professor  
Department of Computer Science and IT,  
Dr. Babasaheb Ambedkar Marathwada  
University, Aurangabad (MS)-431004, India

2) *Vaishali Kulkarni*  
Dr. Vaishali Kulkarni  
(SSO, RSTC).