

## Memorandum of Understanding

This Memorandum of Understanding (Hereinafter referred as 'MoU') is made and entered into on 30<sup>th</sup> day of NOV, 2024 ('Effective Date'), sets the terms and understanding

Between

The Colour Society, Mumbai is a prestigious world-class institution of higher education in India, boasting a remarkable 72-year legacy dedicated to fostering excellence in academics and industry. COLOUR SOCIETY, having its registered office at Department of Polymer and Surface Engineering, Institute of Chemical Technology, N. M. Parekh Marg, Matunga, Mumbai - 400 019. (Hereinafter referred to as 'Colour Society', which expression shall, where the context so admits, include its successors and permitted assigns) of the First Part,

And

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR Established in 2004, Non-Agricultural State University, having its registered office at Kegaon, Solapur, Pune National Highway, Solapur- 413 255 hereinafter referred to as "PAHSUS" represented by Registrar (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the Second Part.

(Each institute herein after to be referred to singularly as 'Party' and collectively as 'Parties')

The Colour Society Founded in the year 1952 by the esteemed late Prof. N. R. Kamath and a group of visionaries including Major A. G. Hammod, Dr. K. G. Kudva, Shri. N. S. Bhartia, and Shri. R. V. Raghavan from the Surface Coating Industry, THE COLOUR SOCIETY emerged with a steadfast commitment to advancing scientific and technological developments in industries related to the manufacturing of paints, inks, pigments, synthetic resins, and allied products. Educational Initiative by colour society as part of commitment to continuous learning and development, Colour Society offer Technical Seminars and Crash Courses that have proven instrumental in nurturing the skills of business professionals and industries associated with paints and inks. Our educational initiatives aim to empower individuals and organizations to stay at the forefront of industry trends and innovations.

PAHSUS, established in 2004, is a young state university located in Solapur, Maharashtra. It aims to provide quality education and promote research in various disciplines. The university offers a wide range of undergraduate, postgraduate, and doctoral programs. PAHSUS is committed to fostering academic excellence and contributing to the socio-economic development of the region.

Now, therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree to as follows:



**1. COLOUR SOCIETY and PAHSUS will undertake collaborative research work in the areas of mutual interest:**

- The concerned industry experts, scientists of 'COLOUR SOCIETY' and PAHSUS will formulate research projects for joint work with due approval of both the institutions.
- Research programmes for faculty, staff, students and technical personnel within the areas of co-operation will be undertaken at the two institutions.
- Joint research projects with both long term and short term goals could be explored with funding from DST, DBT and other funding agencies, keeping in view the interests and philosophies of the respective institutions. The terms and conditions of these Research Programs would be undertaken through separate Agreements.

**2. Exchange of Staff for Research Programs:**

Both COLOUR SOCIETY and PAHSUS jointly agree:

- To exchange faculty/technical personnel/ research fellows for a limited period of time for the purpose of implementation of joint tasks within the areas of co-operation subject to the existing policies and procedures in 'COLOUR SOCIETY' and PAHSUS. *The terms and conditions for such exchange program shall be governed by a project specific agreement.*
- That the faculty/ staff and research fellows registered for Ph.D. degree may visit the other institution for a short period in connection with their research work under joint collaborative programs. The cost of the work will be borne by the respective institutes. They shall be deemed to be on duty with the parent organization for the said period subject to the existing policies and procedures in 'COLOUR SOCIETY' and PAHSUS.
- That the faculty/ technical / research fellow personnel deputed for training shall be deemed to be on duty with the parent organization for the period of training. The TA/DA will be borne by the parent organization/ Institution as per the policies and procedures the parent organization/ Institution.
- That the faculty/ technical personnel/ research fellow will be encouraged to deliver scientific talks at the other institution.

**3. Joint Conference/ Workshop/ Courses:**

- Both the institutes agree to hold/conduct, whenever feasible, joint Workshops, Conferences, Training Courses within the areas of co-operation.
- The host institution shall provide accommodation, when feasible, to the participating members from the visiting institutes wherever feasible at rates applicable to research and academic institutions.
- As per the institutions policies, both the Parties shall issue certificates jointly to the participants of such joint workshops, conferences, training courses etc.



#### 4. Sharing of Facilities:

- The two institutes agree to explore the possibility of sharing R&D facilities, within and abiding by their existing institutional rules and regulations, in order to promote academic and research in the areas of cooperation to intensify the high priority area programme of science and technology.
- The two institutes agree to exchange materials and components developed in-house in the areas of co-operation if advisable within the framed rules governing the two institutes and/or by a project specific agreement and maintain secrecy and confidentiality.
- Access to laboratory, library and other supporting facilities for jointly supervised Research Fellows (in the areas of mutual interest) will be provided as per the rules and provisions of respective organization.

#### 5. Project Work for Students:

Research Fellows from each institute will be allowed for project work at other institute depending upon the availability of bench space, and with prior written approval of the faculty advisor from the other institute. The students will work in the areas of mutually agreeable subject areas identified by the both institutes (details are given in item no.6)

#### 6. Areas of Co-operation:

The areas of co-operation will be defined and modified from time to time by the co-ordination committee set up for the purpose and will generally encompass the areas, where tradition meets innovation, and where the vibrant world of colors converges with cutting-edge technology. Explore a community that has stood the test of time, shaping the past and influencing the future of the paints and inks industry.

President, 'COLOUR SOCIETY' or his nominee(s) shall be coordinator from 'COLOUR SOCIETY' for each identified area of cooperation. The 'COLOUR SOCIETY' may nominate more than one Coordinator, if needed.

#### 7. Costs:

Except for activities covered under Clause 1, each Party shall bear its own expenses incurred in the course of its performance relating to collaborations under this MoU.

#### 8. Publications

Either Party may publish at any symposia, national, international or regional professional meeting or in any journal, thesis, dissertation, newspaper or otherwise of its own choosing, the findings, methods and results derived from the Joint Research.



#### 9. Non Disclosures:

In case of joint research projects taken up by 'COLOUR SOCIETY' and PAHSUS, no party will disclose any investigation to media/ any unauthorised person from each institutes in any form whether electronic/ print without mutual consent and approval by coordination committee except for internal reporting

#### 10. Validity Period:

- This MoU shall be valid for a period of five (05) years from the Effective Date mentioned herein above.
- At the end of validity period of the MoU, a fresh MoU with similar/ modified terms may be considered for signing.

#### 11. Assignment;

This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other party.

#### 12. Limitation of liability:

Notwithstanding any other provision of the MoU, neither Party shall be liable to the other Party for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered of an indirect, incidental or consequential nature, including any economic loss or other loss of turnover, loss of profits, business or goodwill arising out of the performance of this MoU, the use of any Background Technology, Background IP, and/or the handling, use or disposal of any material sample, apparatus, equipment, method or process.

PAHSUS intern/student/candidate shall follow all safety procedures of the laboratory. 'COLOUR SOCIETY' shall not be responsible for any injuries or accidents or loss of life occurring to PAHSUS intern/student/candidate during the course of his research work at COLOUR SOCIETY. PAHSUS shall be responsible for taking adequate insurance policies for the PAHSUS intern/student/candidate to cover any personal damages during his/her tenure at COLOUR SOCIETY.

Either Party will hold each other unconditionally harmless from any possible claims brought by Third Parties against other party in connection with the performance of this MoU.

COLOUR SOCIETY shall not be responsible or liable for any damage to the property, material or death/ injury of personnel of PAHSUS or any monetary losses to the PAHSUS, in consequence of the jobs taken up by PAHSUS, as a result of this MoU. COLOUR SOCIETY shall not be responsible for any procedural or legal matters pertaining to this assignment.

The provision of samples or specimens by either party in connection with the present MoU will take place without any guarantees or assurances of specific properties. If assurances of any specific properties are required then these must be explicitly stated in a written

statement. Neither party will bear any liability for products supplied in connection with research work.

### 13. Force Majeure;

Neither party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotions etc., provided on the occurrence and cessation of any such event the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond one month, the parties shall jointly decide about the future course of action.

### 14. Co-ordination Committee;

The following will constitute the Co-ordination Committee to monitor and review the collaborative programme between the two institutions;

- a) The President, COLOUR SOCIETY and/or his nominee(s)
- b) The Vice-Chancellor, PAHSUS and/or his nominee(s)
- c) HODs of the concerned department(s) from both of the parties to be invited whenever needed

The Co-ordination Committee shall:

- Review the progress of the identified programmes (at least once a year)
- Consider the new R & D proposals for joint collaboration and implementation on case to case basis including financial arrangements.
- Consider the addition/ deletion of areas of co-operation between the two Institutions during review.
- Consider the continuance of the MoU.
- Any disputes arising out of this MoU shall be resolved jointly by the President, COLOUR SOCIETY and The Vice-Chancellor, PAHSUS.

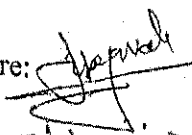


## 15. Counterparts

This MoU may be executed in counterparts, each of which when so executed will be deemed to be an original. Such counterparts together will constitute one agreement.

BY SIGNING BELOW, the Parties, acting by their duly authorized officers has caused this Memorandum of Understanding to be executed, effective as of the day & year first above written.

Signed for and on behalf of The Colour Society Signed for and on behalf of PAHSUS

Signature: 

Name: Shivaji Durgavale

Designation: President

Date: 30/11/2024

witness: -

1) 

Dilip Patil.

Chairman, Ed. Committee  
The Colour Society

Signature: 

Name: YOGINI GHARE

Designation: REGISTRAR

Date: 30<sup>th</sup> NOV 2024

1) 

Dr. A. A. Ghanwat  
Co-ordinator,  
Training & placement cell  
PAHSUS.

