MEMORANDUM OF UNDERSTANDING BETWEEN ST. XAVIER'S COLLEGE, JAIPUR and LOYOLA COLLEGE, WILLIAMNAGAR

This Memorandum of Understanding is made on the 7th day of August, 2019 **BETWEEN** St. Xavier's College, **JAIPUR** (hereinafter referred to as 'SXC Jaipur') having an address at Hathroi Fort Road, Jaipur, Rajasthan - 302001 **AND** Loyola College **Williamnagar** having an address East Garo Hills, Meghalaya - 7941115, India. (Here in referred to as 'Loyola College, Williamnagar' and collectively referred to as 'the Parties')

WHEREAS:

'Loyola College, Williamnagar' and the 'SXC Jaipur', recognising the value of cooperation, have agreed to enter into this Memorandum of Understanding ('MOU') regarding academic collaboration. The purpose of this non-binding Memorandum of Understanding (MOU) is to make possible and to institute academic exchange between 'Loyola College, Williamnagar', and 'SXC Jaipur', based upon the principles of mutual equality and the reciprocity of benefits.

Both Parties HEREBY AGREE:

A. FACULTY PROGRAMME

Each Party will accept visiting faculty members from the other Party. The number of visiting faculty will not exceed two in a year. The Host party will arrange for board and lodge for the visiting faculty and the host party will also bear all expenses of the visiting faculty related to board and lodging. All other expenses, including the travelling expenses, will be the responsibility of the visiting party.

Subject to availability, the host Party will provide the normal services for visiting faculty including library and laboratory facilities. The host Party will assist the visiting faculty as far as possible, in matters of health, and local custom. The period of such visit will not exceed two weeks in a year.

B. JOINT RESEARCH PROGRAMME

The two Parties will seek opportunities to cooperate in research. The details of specific research proposals will be determined by the mutual agreement of both colleges. The form of cooperation may vary with the goal of each project.

The two Parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights, a further separate written agreement must be entered into in each case in accordance with the policies of Loyola College, Williamnagar and SXC Jaipur on intellectual property.

C. <u>ACTIVITY EXCHANGE PROGRAMME</u>

To facilitate academic and cultural interchange, the exchange of research materials, publications and information between the Parties will be encouraged. Each Party will invite the other, when appropriate, to participate in conferences, symposia and short visits.

D. STUDENT EXCHANGE PROGRAMME

The exchange of students will be encouraged and a Student Exchange Agreement will be drawn up separately to facilitate such exchanges. The exchange could be for a period of not exceeding two weeks in a year from either side. The number of student will not exceed fifteen from either side.

E. COMPLIANCE WITH LAWS

Both parties will comply with all relevant laws in the jurisdiction in which it is in situ and all visiting scholars and faculty shall comply with all relevant laws in the jurisdiction of the host Party.

F. COMPLIANCE WITH COLLEGE RULES

Visiting party will comply with the rules of the host institution.

G. NO AGENCY

Nothing in this MOU gives rise to a relationship of agency between the parties.

H. NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

Nothing in this MOU shall be relied upon to construe a joint venture, partnership or employment relationship between the Parties.

I. NO TENANCY OR INTEREST IN PROPERTY

Nothing in this MOU shall create or shall be construed to create any tenancy or to confer or be construed to confer upon one Party any interest in any, all or part of the grounds, building or premises of the other Party.

J. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

This MOU shall remain in force for a period of three (3) years from the execution date at the beginning of this MOU, with the understanding that it may be terminated by either Party giving three months' notice to the other Party in writing. If this agreement is terminated by either party, each party agrees to carry out any obligations and responsibilities assumed prior to the termination date.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This MOU may be amended by the exchange of official letters between the two parties. Such amendments, once approved by both Parties, will become part of this MOU. Neither Party may assign this MOU or any right under this MOU without the prior written consent of the other Party.

K. NOTICES

Any notice or other communication to any party hereto (whether required or permitted to be given under or in connection with this MOU) shall be in writing and shall (at the option of the party giving the notice) be sent by registered post to the address set out under its name below, or to such other address as is from time to time notified to the party giving the notice in compliance with the provisions of this clause J:

St. Xavier's College, Jaipur

Address:

The Office of the Principal,

St Xavier's College, Hathroi Fort Road,

Jaipur, Rajasthan - 302001

Loyola College, Williamnagar

Address:

Loyola College

East Garo Hills,

Meghalaya - 794111,

India.

L. <u>LEGAL EFFECT</u>

Occupation:

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The terms of this MOU represent the current intentions of the Parties as at the time of signing. With the exception of Clauses E-K, this MOU is not legally binding on the parties.

M. <u>SECTION HEADINGS</u>

Headings contained in this MOU are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

IN WITNESS whereof this MOU has been duly executed on the date shown at the beginning of this MOU. Unela Ra Signed by duly authorised representative of Signed by duly authorised representative of St. Xavier's College, Jaipur Loyola College, Williamnagar PRINCIPAL LOYOLA COLLEGE Williamnagar, East Garo Hills Meghalaya- 794111 Witness: Witness: Name: Name: BARUN DAS Address: Address: Loyola College, Williamnagar East Garo Hills, Meghalaya - 794111

Occupation: