



St. Xavier's College

(Affiliated to University of Rajasthan)

Hathroi Fort Road, Jaipur-302001, Rajasthan-India

Tel : 0141-2370296 / 2371290

Website : www.stxaviersjaipur.org Email : stxavierscollegejpr@gmail.com

MEMORANDUM OF UNDERSTANDING

between

St. Xavier's College, Jaipur

and

Bureau of Rajasthan Market Research (BRMR) Company

This Memorandum of Understanding is signed between St Xavier's College, Jaipur and Bureau of Rajasthan Market Research, Jaipur.

St Xavier's College, Jaipur and Bureau of Rajasthan Market Research have intended, agreed and consented to the following terms and deeds in pursuance of a common interest to collaborate for research projects :-

St. Xavier's College, Jaipur will provide:

- Faculty members and students as members of Xavier's Research Project Committee of the college.
- As part of research activity of the Project, students will be responsible for collecting and summarizing the data; under the Project time limit.
- Students will be supervised by the faculty members working as part of Xavier's Research Project Committee.

Bureau of Rajasthan Market Research will provide:

- Formal training to the students before field survey.
- Acquaint and involve students in various steps involved in project completion.
- Certificate of completion of Project in the name of Xavier's Research Project Committee, St. Xavier's College, Jaipur.
- Appreciation certificate to active Research Committee student members involved in projects.
- Letter of appreciation to the active faculty members of Xavier's Research Project Committee.
- Students will be given respectable stipend in lieu of their contribution to the research according to the project and as decided by BRMR.

Miscellaneous: The details for the efficacious implementation of this MOU shall be jointly worked out on mutually acceptable terms within the parameters of policies, rules and regulations of both the institutions.

The MOU shall remain in force for the session 2018-20.



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COLLABORATION AGREEMENT

In general:

Both parties wish to work jointly to make significant contributions to promote Research, Consultancy, Documentation, Dissemination and Education. Both parties desire to encourage, establish and maintain exchange programs, collaborative training, consultancy, research, documentation, education, policy advocacy and developmental activities in various areas.

In particular:

The parties agree as follows:

Article 1:

Cooperation between the parties shall be carried out, subject to availability of resources, the approval of both parties and on the basis of mutual reciprocity.

Article 2

The cooperation described above will; in every case be dependent upon the availability of necessary funds, either from within both parties or from external sources.

Article 3

The areas of cooperation include subject to mutual consent; any program offered by either party and considered desirable and having potential to contribute to the mission and effectiveness of either party and/or contribute to fostering the cooperative relationship between the parties.

Article 4

The terms and necessary budget for each program or project and activity will be described subsequent to the signing of this agreement by both parties and prior to the initiation of each (funded) cooperative program or activity.

Article 5

Each party shall hold in confidence all confidential information disclosed by one party to the other. It is agreed not to disclose the information to third parties and only to release and disclose such information to individuals within the party that are directly involved with the project, strictly on a need-to-know basis. Notwithstanding anything stated above, the parties agree that information may be shared by either party, subject to confidentiality agreements with potentially cooperative parties in their territories only.



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Article 6

Confidential information can only be used for purposes specifically contemplated in this Agreement of Cooperation.

Article 7

For the purpose of this agreement, confidential information means any business, technical or financial information that is, at the time of disclosure identified in writing as confidential or proprietary or would be understood by the parties exercising reasonable business judgment to be confidential, including the contents of this Cooperative Agreement.

Article 8

The foregoing obligations do not apply to information which:

- i) is or becomes known by the recipient without an obligation to maintain its confidentiality;
- ii) is or becomes generally known to the public through no act of omission of the recipient or
- iii) is independently developed by the recipient without use of confidential or proprietary information or
- iv) is required pursuant to any law or order of any court or regulatory directive having jurisdiction over the receiving party. Unless otherwise agreed in writing, all confidential information remains the property of the disclosing party.

Article 9

Nothing in this Cooperative Agreement shall affect the ownership of any intellectual property right or any enhancements, modifications or derivatives thereof (including trademarks, trade name, copyright, patents and design) belonging to the respective party before the date of this Cooperative Agreement or which has been independently developed outside this Cooperative Agreement during the term thereof. St. Xavier's College, Jaipur & Bureau of Rajasthan Market Research jointly reserve any and all intellectual property rights, without limitation; discovered or produced; as a result of the cooperation related to this Cooperative Agreement.

St. Xavier's College, Jaipur & Bureau of Rajasthan Market Research agree that ownership of any intellectual property generated in the specific cooperative research project will be determined in advance, pursuant to and subject to the written agreements for the particular cooperative research project. Specific provisions regarding ownership and various aspects of intellectual property shall be specified in each specific Cooperative Agreement.



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Article 10

In the event of non-fulfillment of the contract terms and conditions due to any reason of force *majeure* namely fires, wars, riots, strikes, natural calamities or other unforeseen event, neither St. Xavier's College, Jaipur nor Bureau of Rajasthan Market Research shall be held responsible for any damage or consequential loss.

Article 11

Both the parties shall have the right to terminate the agreement, in case the other party fails to provide the services successfully as mentioned in the aforesaid agreement, or violates any of the clauses mentioned in the MoU, duly giving 3 months notice only.

Article 12

The obligations of St. Xavier's College, Jaipur have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications / alterations will be mutually discussed and duly agreed upon in writing.

Article 13

This agreement shall come into force from the date of signing and shall be valid till either party desires to terminate. The Agreement can be terminated with three months' notice in writing only, without prejudice to the interests of ongoing joint programs of either of the institutes.

Article 14

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations / convincing and agreements by the two parties.

Article 15

This institutional partnership is nonbinding, non-enforceable. It has no financial ramification. It is a way of mutual understanding for increasing both institutions' mutual synergic benefits.



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Duration and terms of the MoU

This agreement will become effective with the signatures of the official representatives of each Institution. It will remain valid for unlimited period with the understanding that the appropriate authorities of either party may terminate this MoU with a written notice to the other party, three months before termination. The agreement may be amended by mutual written consent of both the Institutions. This MoU is written and signed in four identical copies in English with two copies each with both the Institutions. Both the Institutions agree to protect the confidentiality of the mutual records.

Coordinators

Each Institution shall designate coordinators from each side. In order to avoid any communication gap or miscommunication. All communication will be held only through the coordinators

The parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:

St. Xavier's College, Jaipur

Bureau of Rajasthan Market Research Company

Dr. Sheila Rai
Principal

Mr. R D Kumawat
CMD

Division:

Email ID: info@brmrindia.com

Mob No. 9351351831

Dr. Leena Sharma
Coordinator,
Xavier's Research Project Committee

Date: 19/1/19

Date: 19/1/19

Place: Jaipur

Place: Jaipur