MEMORANDUM OF UNDERSTANDING BETWEEN ST XAVIER'S COLLEGE JAIPUR And ST. XAVIER'S COLLEGE, KATHMANDU

This memorandum of understanding is made on the 1st of November, 2023 between **St Xavier's College Jaipur** (hereafter referred to as **SXCJ**) having address as Nevta - Mahapura Road, Jaipur - 302029, Rajasthan, India and **St. Xavier's College, Kathmandu** (hereafter referred to as **SXC Kathmandu**) having address at P.O Box 7437, Maitighar, Kathmandu, Nepal and collectively referred to as the Parties or the party.

WHEREAS:

SXCJ and **SXC Kathmandu** recognising the value of cooperation, having agreed to enter into this memorandum of understanding (MoU) regarding academic collaboration. The purpose of this non-binding Memorandum of Understanding is to make possible and to institute academic Exchange BETWEEN **St Xavier's College Jaipur** and **St. Xavier's College, Kathmandu** based upon the principles of mutual equality and the reciprocity of benefits.

Both Parties hereby AGREE:

A. FACULTY EXCHANGE 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 boarding and lodging of the visiting faculty and the host party will also bear all the expenses of the visiting faculty related to boarding 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 normal services for visiting faculty including, library and laboratory facilities. The host party will assist the visiting faculty as far as possible, matters of health, and local custom. The period of such visit will not exceed two weeks in a year.





B. JOINT RESEARCH PROGRAMME - (FOR BOTH FACULTY AND STUDENTS)

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

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 **SXCJ** and **SXC Kathmandu** on intellectual property.

C. ACTIVITY EXCHANGE PROGRAMME

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 programme 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 students will not exceed twenty from either side. The students will have to bear all the expenses related to travel, boarding and lodging. The host institution, however, will take care of the boarding and lodging of the faculty.

E. COMPLIANCE WITH LAWS

Both parties will comply with all relevant laws in the jurisdiction in which it is situated and all visiting scholars and faculty shall comply with all the 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 TENDENCY OR INTEREST IN PROPERTY

J. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

This MoU shall remain in force for the period of **THREE 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 the 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:

AVIER'S

Fr. Dr. S Xavier, S.J. PRINCIPAL St Xavier's College Jaipur Nevta - Mahapura Road, Jaipur 302029, Rajasthan, India

Fr. Dr. Augustine Thomas, S.J.

PRINCIPAL St. Xavier's College, Kathmandu P.O Box 7437, Maitighar, Kathmandu, Nepal

L. LEGAL ASPECT

The terms of this MOU represent the current intentions of the Parties as at the time of signing, this MoU is not legally binding on the Parties.

M. SECTION HEADINGS

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.

Fr. Dr. S Xavier, S.J. PRINCIPAL

St Xavier's College Jaipur Nevta - Mahapura Road, Jaipur 302029, Rajasthan, India

Fr. Dr. Augustine Thomas, S.J. PRINCIPAL St. Xavier's College, Kathmandu P.O Box 7437, Maitighar, MER's Kathmandu, Nepal

IN WITNESS where of this MoU has been duly executed on the date shown at the beginning of this MoU.

Fr. Dr. Raymond Cherubin, S.J. WITNESS 1 St Xavier's College Jaipur Nevta - Mahapura Road, Jaipur 302029, Rajasthan, India

Ms. Saluja Chand WITNESS 2 St. Xavier's College, Kathmandu P.O Box 7437, Maitighar, Kathmandu, Nepal