

BT 412149

This Memorandum of Understanding (MoU) is made

Between



Xavier Institute of Management & Informatics, Jaipur

AND



Kristu Jayanti College, Autonomous, Bengaluru

(“XIMI, Jaipur” and “KJC” here in after referred to singularly as “the Institution” and collectively as “the Institutions”)

WHEREAS,

The Institutions, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force in the country, will endeavor to strengthen, promote and develop cooperation between the Institutions based on equality and mutual benefit.

WHEREAS,

In accordance with a mutual desire, the purpose of this agreement is to establish a framework within which academic, research, scientific cooperation and continuing education may develop between **Xavier Institute of Management & Informatics, Jaipur (hereafter XIMI, Jaipur)** and **Kristu Jayanti College, Autonomous, Bengaluru, Karnataka (hereafter KJC)** and have come to an agreement to collaborate to achieve the following objectives:

- ❖ Whereas this agreement shall be identified as the parent of any specific programme agreements between the parties.
- ❖ The parties to this agreement indicate their willingness in principle to cooperate in the promotion of teaching and research activities subject to entering into a separate legal agreement where applicable. Under this agreement the types of cooperation may include:
 - ❖ Reciprocal exchange of students;
 - ❖ Hosting of short-term programmes;
 - ❖ Reciprocal exchange of staff and faculty;
 - ❖ Joint academic programmes;
 - ❖ Collaborative research projects;
 - ❖ Collaborative professional faculty and staff development activities; and
 - ❖ Other activities as mutually agreed.

I. DESIGNATED AUTHORITIES

The objectives of this MoU will be implemented through the coordination of the Domestic and International Offices of both Institutions. The persons designated to coordinate activities under this agreement will be the Director, Office of International and Domestic Relations, KJC and Director XIMI, Jaipur who further can designate/assign coordinators from other departments to implement specific cooperative activities as agreed upon in this MoU.



II. FINANCIAL ARRANGEMENTS

This MoU will not give rise to any financial obligation by one Institution to the other. Each Institution will bear its own cost and expenses in the implementation of this MoU. Each Institution shall bear the respective costs of carrying out the obligations under this agreement. Neither Institution shall make a claim against the other Institution for any expenditure unless such expenditure has been agreed upon in writing between the Institutions.

III. INTELLECTUAL PROPERTY RIGHTS

The intellectual property rights shall be enforced by this MoU in conformity with the national rules and regulations.

- a) Both Institutions shall use the other Institution's name or logo in advertisement, promotion, or sales literature within the framework of the MoU in order to promote and encourage the objectives of the agreement. Neither Institution shall assign or purport to assign any right under this agreement without the prior written approval of the other Institution.
- b) Each Institution shall bear the respective costs of carrying out the obligations under this agreement. Neither Institution shall make a claim against the other Institution for any expenditure unless such expenditure has been agreed upon in writing between the Institutions.
- c) Any research publications and intellectual property rights arising out of joint research projects of the students and faculties shall be jointly published and, when patented, will be jointly and equally owned by XIMI, Jaipur and KJC, Bengaluru.
- d) The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both XIMI, Jaipur & KJC, Bengaluru and the expenditure incurred thereof shall be borne jointly and equally by XIMI, Jaipur and KJC, Bengaluru.
- e) The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other Institution shall be shared between the Institutions, the terms and conditions of which shall be the subject matter of a separate agreement between the Institutions. The institutions shall not assign any rights and obligations to any third Institution without written consent of the other party.



IV. STUDENT EXCHANGE PROGRAMME

For the purpose of this agreement, the following definitions will be used:

a) Exchange Student:

A student who pays his/her regular tuition fees at “home institution” for the duration of the exchange and receives tuition and fee waiver from the “host institution”.

b) Home Institution:

The educational institution in which a student is formally enrolled as a degree candidate.

c) Host Institution:

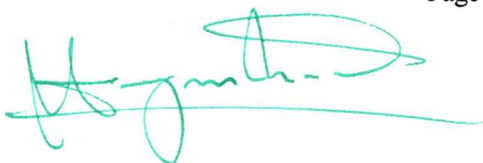
The educational institution that has agreed to receive the participating students from the “home institution” for a limited period of study on a non-degree basis.

d) Academic Coordinator:

The person designated to coordinate student exchange, overseeing the selection of participating students, facilitating academic matters for the students received by the host institution and providing assistance to enrolling incoming students and serving as liaison between the two Institutions.

V. GUIDELINES

- a) Both institutions, by mutual consent, will determine the number of students they may receive in any given year.
- b) The duration of exchange may be finalized upon mutual consent of both the institutions.
- c) This exchange is for undergraduate and post-graduate students who have completed at least one year of undergraduate study or one semester of postgraduate study, who demonstrate adequate academic preparation, maturity and emotional stability to undertake academic exchange.
- d) Exchange students shall undertake an academic programme at the host institution, whether that host institution is XIMI, Jaipur or KJC as full time non -degree-seeking students.
- e) The supervision and examination of under-graduate / post-graduate exchange students shall be negotiated on an individual basis by the office of the Controller of Examination at XIMI, Jaipur and KJC.



- f) Exchange student's status and responsibilities:
- i. Exchange students shall register in the courses that their home institutions approve, as long as they do not pose any challenge to the host institution. All students shall maintain full-time enrollment status.
 - ii. Participating students shall pay all applicable tuition fees at their home institution and the students shall receive these benefits at the host institution without additional charges.
 - iii. Participating students shall cover the cost of their meals and housing at the host institution.
 - iv. Some classes incur extra cost for materials and/or transportation (some technology classes and some sports classes, for example); in this case, the individual student enrolled in those courses will be required to pay those additional costs.
- g) The home institution shall nominate participating students on the basis of academic merit and other criteria as may be agreed upon by both institutions. The host institution reserves the right to make final judgment on the admissibility of each student nominated by the home institution.
- h) Participating students shall maintain a full load of study as defined by the host institution. The host institution shall immediately inform the home institution, should the participating student drop out of college or stop attending classes completely.
- i) Participating students shall be given identification cards and shall have the same access to the facilities of the host institution as enjoyed by students of the host institution.
- j) At the end of the study period, the host institution shall provide the home institution with a transcript report of the courses and grades received by each student no later than six weeks after the last day of the study programme.

VI. HOSTING OF SHORT-TERM PROGRAMME

Both institutions agree to help facilitate short-term faculty-led programs in their institutions. The purpose of the short-term program will be in assisting a batch of students either from XIMI, Jaipur or KJC to do a short term programme/certificate programme/enrichment programme in the host institution. The programme will be designed by the home institution and subsequently



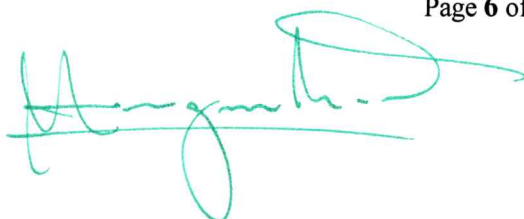
approved by the host institution. The arrangement may include facilitating housing, meals, transportation, cultural excursions, guest lectures, expert talks, classroom sessions, meetings at relevant organizations, orientation and advice on health and safety precautions, and general on-site orientation.

The following are mutually agreed as part of Short-term exchange Programme:

- a) The maximum number of students for short term programme at a time is limited to 20-30.
- b) A faculty member shall always accompany the group of students for short-term programmes.
- c) The programme structure will be discussed mutually and approved by both parties.
- d) The exchange students shall bear all expenses related to housing, food, transportation, cultural excursion. But every expense related to academic inputs will be met by host institution.
- e) At the end of the short-term programme, the host institution shall provide certificates depending upon the programme they attended.

VI. FACULTY /STAFF EXCHANGE PROGRAMME

- a) Whenever feasible both XIMI, Jaipur and KJC, Bengaluru agree to engage their respective faculty /staff in short-term exchange for teaching or collaborative project activities
- b) Financial resources for the implementation of the faulty /staff exchange activities are dependent upon financial availability at each institution and externally generated funds. Neither party is obligated to expend any resources in connection with this faculty/staff exchange.
- c) The specific nature of the faculty/staff exchange may vary; however, unless otherwise noted, the following arrangement shall be made:
- d) The host institution agrees to provide housing for exchange faculty/staff.
- e) While participating in the exchange programme, the visiting faculty /staff shall continue to receive salary and benefits from the home institution.
- f) The home institution or the visiting faculty or staff shall be responsible for arranging and covering the cost of transportation to the host institution.
- g) The period of the exchange visit of any faculty/staff shall not exceed one semester or six months.



- h) Exchange faculty/staff shall be subject to the host institution's rules, regulations, and policies. The host institution will orient exchange faculty/staff to pertinent rules. An exchange faculty/staff member accused of violating rules or policies shall have the same due process right accorded to faculty and staff at the host institution. The home institution shall withdraw the faculty/staff member from the exchange assignment upon request by the host institution.
- i) The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labor nature between them. Thus, in all activities stemming from the present MoU and from subsequent specific action plans, the parties are in the understanding that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

VII. CONFIDENTIALITY:

Each of the parties accepts and declares that every information from the other party is of a confidential nature, is the exclusive property of the latter and has been or will be disclosed to the former solely with the purpose of enabling the full accomplishment of the present Agreement. For this reason, every piece of information provided by one party to the other before signing this Agreement and/or during its performance must be kept confidential and therefore may not be disclosed to any third parties.

VIII. SETTLEMENT OF DISPUTES

Any differences or disputes between the Institutions concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Institutions without reference to any third party, national or international tribunal.

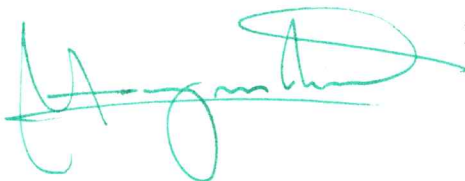
IX. TERM, TERMINATION, AMENDMENT AND RENEWAL

- a) This MoU shall become effective on the date it is signed by the Institutions and shall be valid for FIVE years. This understanding may be amended by mutual written agreement and may be terminated at any time by either Institution upon THREE month's written notice to the other Institution.
- b) The themes of joint activities, the conditions for utilizing the results achieved, and



arrangements for specific visits, exchanges and forms of cooperation shall be negotiated for each specific case and agreed by both parties under this MoU before implementation.

- c) All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.
- d) No amendment or modification of the MoU shall be valid unless the same is made in writing by both the Institutions and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/ executed unless otherwise agreed to.
- e) The Institutions shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.
- f) The relationship of the Institutions under this understanding shall be non-exclusive and both Institutions are free to pursue other agreements or collaborations of any kind.
- g) This MoU serves only as a record of the institutions' intentions and does not constitute and
is not intended to constitute or create obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.
- h) Co-operation and development of activities may be extended to any fields and subjects in which both Institutions identify shared interests.
- i) Both the Institutions shall designate the coordinators who will be responsible for co-operation and implementation of this agreement.
- j) All the parties recognize that this collaboration establishes a foundation of mutual understanding and interest and does not in itself entail any legal and/or financial obligations for either party.
- k) The above MoU holds valid until any or all the parties to it, withdraw in writing from the same.



X. OFFICIAL LANGUAGE

This Agreement has been prepared in the English language, which shall be the official language for this Agreement. Any translations or other versions of this Agreement are solely for the convenience of the parties and are not binding of the parties.

XI. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoU will be the Heads of the Institutions viz, the Director of XIMI, Jaipur and the Director of KJC.

The foregoing record represents the understandings reached between **XIMI, Jaipur** and **KJC** upon the matters referred to therein. **IN WITNESS WHEREOF** this MoU has been duly signed in duplicate atin two (2) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of

Kristu Jayanti College, Autonomous
Bengaluru

Fr. Dr. Augustine George
Principal
Kristu Jayanti College, Autonomous

Signed for and on behalf of

Xavier Institute of Management &
Informatics, Jaipur

Prof (Fr). S. Xavier, SJ
Chairperson
Xavier Institute of Management &
Informatics, Jaipur

Witnesses

Xavier Institute of Management & Informatics
Jaipur-302029

In the presence of

In the presence of

1) Name & Signature

ALOYSIUS EDWARDS J.

DR MADHU SHARMA

2) Name & Signature



2) Name & Signature