St Xavier's College of Management and Technology

Digha-Aashiyaana Road, Digha Ghat, Patna- 800011, Bihar

Please don't print, unless very necessary. Preserve trees इस ई-मेल को अनावश्यक प्रिंट न करें और धरती पर बनों को <mark>बरकरार</mark>

The Heart of Education is the Education of the Heart.

MEMORANDUM OF UNDERSTANDING (MOU) FOR ACADEMIC AND SCIENTIFIC COOPERATION

This MOU is made on the 24th day of the month of November 2019. Between Fr. Dr. Joseph M.K. the Principal of St. Xavier's College, Mahuadanr, Latehar Dist. Jharkhand, And

Fr. Dr. Tomy Joseph, Principal St. Xavier's College, Patna

Purpose

The purpose of this Agreement is to promote higher education and practical experiences between St. Xavier's College, Mahuadanr (SXCM) and Dr. Nishant Tomy, Principal St. Xavier's College, Patna

Types of Cooperation

Through this memorandum, both Parties establish the value of collaboration and agree to promote the following activities:

- 1. Projects and field works in the area of mutual interest;
- 2. Exchange of academic publications and reports;
- 3. Opportunities for faculty and staff development and exchange programs;
- 4. Exchange of visiting staffs and students;
- 5. Other activities as mutually agreed.

Consideration:

This Agreement places no financial consideration or funding commitments on either party. The aforementioned activities will be defined through separate program agreements and subsequent



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program agreements must be approved in writing by the authorized representatives of each institution.

Assistant Professor Rose Alice Barla of the Department of Commerce of SXCM will serve as the primary liaison between the two institutions to facilitate the development of future activities.

Terms and Conditions:

The duration of this Agreement will remain valid for a period of five (5) years and become effective upon the date of signature by both Parties. Amendments can be made by the mutual consent of both Parties. This Agreement may be terminated by either Party with advance written notice of at least thirty (30) days. Upon notice of termination both parties agree to work in good faith to enable visiting students to complete their respective projects unopposed by the termination. The agreement may be extended by mutual consent of the two Parties after the five-year period, and it must be renewed in writing.

This Memorandum of Understanding completed in English is hereby signed in two (2) copies by both parties on the 24th day of the month of November 2019 with one (1) copy each remaining in the possession of each institution.

Principal St Xavier's College Mahuadant Signature of the Principal, SXCM

. Tomy Jorthan

Signature of the Principal, SXCMT

PRINCIPAL St. Xavier's College of Mgmt. & Tech. Digha Ghat, Patna-800 011





Government of Jharkhand

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Receipt Amount : 100/-

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Document Type : Agreement or Memorandum of an Agreement

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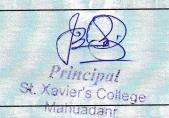
Purpose of stamp duty paid : MoU

First Party Name : ST XAVIERS COLLEGE MAHUADANR LATEHAR

Second Party Name : ST XAVIERS COLLEGE OF MANAGEMENT AND TECHNOLOGY PATNA

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इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।



ST XAVIER'S COLLEGE, MAHUADANR ST. XAVIER'S COLLEGE OF MANAGEMENT & TECHNOLOGY, PATNA

MEMORANDUMOFUNDERSTANDING(MoU)

Between

ST. XAVIER'S COLLEGE, MAHUADANR

JHARKHAND- 822119

And

ST. XAVIER'S COLLEGE OF MANAGEMENT & TECHNOLOGY PATNA -800011

This Agreement is made on 1st March2023St. Xavier's College, Mahuadanr, Jharkhand-India-822119 represented by its Principal, Dr. Fr. M.K. Jose S.J. (hereinafter referred to as 'SXCMA')as the first party and St. Xavier's College of Management & Technology, XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011 represented by its Principal, Dr. Fr. Martin Poras S.J. (hereinafter referred to as 'SXCMT')as the second party.

PURPOSE

Whereas

- a. **SXCMA** is an established College with a track record of educational excellence and research and with a dynamic programme of collaborative arrangements with many institutions of Colleges, Schools, Hospitals & Industries. The college is accredited to NAAC with B grade. St. Xavier's College, Mahuadanr, Jharkhand, is affiliated to Nilamber- Pitamber University
- b. St. Xavier's College, Mahuadanr, Jharkhand is desirous to associate with St. Xavier's College of Management & Technology, Patna, on various areas as discussed in the Purview of this MoU,



Dr. Fr. M.K. Jose S.J Principal St. Xavier's College, Mahuadanr, Jharkhand, India- 822119

Principal St. Xavier's College Mahuadanr

Martin Do

Fr. Dr. Martin Poras S.J Principal St. Xavier's College of Management &Technology XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011 PRINCIPAL St. Xavier's College of Mgmt. & Tech.

Digha Ghat, Patna-800011

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which will be mutually beneficial to both organizations.

Whereas

- c. **SXCMT** is an affiliated college of Aryabhatta Knowledge University, Patna. The College is accredited to NAAC with B++ Grade in the first cycle of accreditation (2022). **SXCMT** is a co-educational institution, a center for life-oriented, affordable, and professional quality higher education. As Jesuit educators, strong concern is to aid the development of the WHOLE PERSON who will be fully human, fully Indian, and truly modern, open to God and to all people
- d. St. Xavier's College of Management and Technology, Patna is desirous to associate with St. Xavier's College, Mahuadanr, Jharkhand on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfillment,

And relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end they are of one accord in entering this MoU.

NOWTHEREFORETHISMEMORANDUMOFUNDERSTANDINGWITNESSESAS FOLLOWS

1. OBJECTIVE:

e. The parties agree that the objective of the present MoU is to establish a cooperation program in order to collaborate towards the formation of students, academics and researchers for the promotion and development of their respective areas of interest.

2. METHOD FOR ACHIEVING THE OBJECTIVES:

f. In order to achieve the aforementioned objectives, both parties, in mutual agreement, shall develop cooperation programs and projects that will specify the commitments each of them is to make for the performance of said programs.

3. AREAS OF CO-OPERATION:

g. Whereas, SXCMA and SXCMT recognize that the academic collaboration would be of Page 2 of 7

Dr. Fr. M.K. Jose S.J Principal St. Xavier's College, Mahuadanr, Jharkhand, India- 822119

Principal St. Xavier's Colley Mahuadarir

Martin Do

Fr. Dr. Martin Poras S.J Principal St. Xavier's College of Management &Technology XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011 PRINCIPAL St. Xavier's College of Mgmt. & Tech. Digha Ghat, Patna-800011 mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic cooperation. As per the purpose of the said agreement, the two parties shall collaborate in the following areas:

- i. *Research Collaborations:* Faculty / Researchers / Students of **SXCMA** and **SXCMT** can collaborate in future research projects that either involve working cooperatively with partner institutions and / or cover a research topic with an international component. Activities include, but are not limited to, efforts toward developing proposals for collaborative research, co-authoring publication, conducting joint research projects, or establishing joint research centers.
- ii. *Faculty Exchange:* Faculty members of **SXCMA** and **SXCMT** can travel between to participate in activities that can enhance their international / national experience and knowledge and also to foster relations between the parties. Activities include, but are not limited to, delivering lectures, teaching a course, taking a sabbatical, acquiring skills for institutional governance, and developing collaborative research.
- iii. *Student Exchange:* Students can be given an opportunity to travel among parties to participate in activities/events that will enhance their international/intercultural experience and knowledge.
- iv. *Promotion of integrated studies for related studies:* The parties can look at integrating an international/intercultural dimension into their teaching, research, and service functions of the Institution which would enable the students' understanding on a global perspective.
- v. Cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests; sharing best practices adopted by each party; sharing of e-content between the parties; access to library and repository services, if possible.
- vi. Conduct cultural projects, study tours, as mutually agreed in writing between the parties prior to commencement of this activity.

Dr. Fr. M.K. Jose S.J Principal St. Xavier's College, Mahuadanr, Jharkhand, India- 822119

Principal St. Xavier's College Mahuadanr

Fr. Dr. Martin Poras S.J Principal St. Xavier's College of Management &Technology XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011 PRINCIPAL

St. Xavier's College of Mgmt. & Tech. Digha Ghat, Patna-800011 Page 3 of 7

4. FUNDING:

- h. Expenses for airfare, transportation, room and board and personal expenses of exchange students, teachers or officers shall be covered by each individual. Students will pay their registration, courses or professional practices at their home college, so that they can be recognized afterwards.
- i. Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the college, which shall provide every help necessary for them to obtain safe, convenient lodging arrangements.
- j. Financial expenses for (term visits) internships of professors and researchers, which will be arranged at the parties' request, as well as travel expenses, shall be covered by the requesting institution. No fees will be paid, as the assumption is that the professors /researchers remain in their positions at their home institution, which will continue to pay their salaries.
- k. Students, professors, and officers must acquire a medical insurance policy. The universities may offer them advice in seeking appropriate insurance.

5. NO EMPLOYMENT RELATIONSHIP:

1. 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.

6. CREDITS/ACCREDITATION:

- m. Credits and grades shall be awarded in accordance with the academic achievement policies in force at the Institution/Host Institution/ Government. However, the home Institution/Institution reserves the right to accept or reject any accreditation leading to an academic degree.
- n. The Host Institution shall issue a certification recognizing the grades obtained, as well as the hours invested or projects/papers completed by the students.

Dr. Fr. M.K. Jose S.J Principal St. Xavier's College, Mahuadanr, Jharkhand, India- 822119

Principal St. Xavier's College Mahuadanr

Fr. Dr. Martin Poras S.J Principal St. Xavier's College of Management &Technology XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011 PRINCIPAL St. Xavier's College of Mgmt. & Tech.

Digha Ghat, Patna-800011

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7. RIGHTS AND DUTIES:

- o. The host Institution is committed to counseling and supporting exchange students through advice on academic and administrative procedures, as well as to foster their integration, inviting and encouraging guest students to become involved in student life.
- p. The Institutions shall act as facilitators, but they will have no obligation whatsoever in terms of the actions, behaviors or financial aspects of the students/participants involved in the exchange.
- q. The students/participants shall enjoy the same rights and privileges as regular students/faculty, and shall observe the norms and rules of the Host Institution/Institution and in the host country. Any violation of the laws of the receiving country and/or the rules of the Host Institution/Institution by an exchange participant shall be grounds for the immediate termination of the privileges in the context of this Agreement.
- r. The host institution agrees to assist to provide boarding, lodging and necessities and to provide workspace, library and laboratory facilities as appropriate.

8. AUTONOMY:

s. This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.

9. TERM:

- t. This MOU shall be effective for a period of five (5) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another five (5) years unless a written notice to terminate or amend this agreement is given to the other party six (6) months in advance.
- u. It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a **forceful suspension** of a collaboration program. Causes for forceful suspension must be explicitly set forth in the action plans.

Dr. Fr. M.K. Jose S.J Principal St. Xavier's College, Mahuadanr, Jharkhand, India- 822119

Principal St. Xavier's College Mahuadanr

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Fr. Dr. Martin Poras S.J Principal St. Xavier's College of Management &Technology XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011

PRINCIPAL St. Xavier's College of Mgmt. & Tech. Digha Ghat. Patna-800011 Page 5 of 7

10. CONFLICTRESOLUTION:

v. Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and **common agreement** by the persons delegated to such end by each Institution. Either party may propose to the other a modification of the Agreement at anytime in writing.

11. ACTIONPLANS:

- w. Every work program or specific activity that is agreed upon between both institutions shall be defined through an action plan, which shall be under the responsibility of two individuals, appointed respectively by each Institution, and which shall define the following aspects:
- i. Foundations or considerations that warrant the plan for inter-institutional collaboration;
- ii. Objective of the action plan for inter-institutional collaboration;
- iii. General conditions of the plan;
- iv. Academic conditions of the plan;
- v. Administrative and organizational conditions of the plan;
- vi. Duration of the protocol;
- vii. Intellectual property;
- viii. Differences between the parties;
- ix. Development of the collaboration project;
- x. Project and/or program to be carried out;
- xi. Financial budget;
- xii. Reference to the subject of medical insurance and information.

12. CONFIDENTIALITY:

x. 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

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Principal St. Xavier's College Mahuadanr

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before signing this Agreement and/or during its performance must be kept confidential and therefore may not be disclosed to any third parties.

13. AMENDMENTS:

y. The parties may amend or amplify this Agreement through agreements in writing to that effect. Said amendments or additions will be binding on the signatories' as of the date of signature. The parties may not assign, in whole or in part, the performance of the present MoU to any third party, except through prior and express authorization in writing by both of them.

And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.

Dr. Fr. M.K. Jose S.J Principal St. Xavier's College Mahuadanr St. Xavier's College Mahuadanr Jharkhand, India- 822119

Martin Porce

Fr. Dr. Martin Poras S.JPRINCIPALPrincipalSt. Xavier's College of Mgmt. & Tech.St. Xavier's College of Managementat, Patna-800011& Technology, XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011

Date: 1st March 2023 In the presence of Nodal Officer Date: 1st March 2023 In the presence of Nodal Officer

Sr. Kaslin Juliet IQAC Coordinator St. Xavier's College, Mahuadanr, Jharkhand, India- 822119

Sr. Dr. Grace SCSC IQAC Coordinator St. Xavier's College of Management & Technology, Patna XTTI Campus, Digha-Aashiyaana Road, Digha Ghat, Patna 800011

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