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सत्यमेव जयते



RS. 100

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St Aloysius College (Autonomous)
Mangaluru. Karnataka

St Philomena's College
Mysore



MEMORANDUM OF UNDERSTANDING (MoU)

Between

ST ALOYSIUS COLLEGE (AUTONOMOUS) MANGALURU

And

ST PHILOMENA'S COLLEGE, MYSORE

Principal
St. Philomena's College
MYSORE-570 015

This Agreement is made on the 24th day of October 2022 between ST ALOYSIUS COLLEGE (AUTONOMOUS) MANGALURU, represented by its Principal, Rev. Fr. Dr. Praveen Martis SJ as the first party and, ST PHILOMENA'S COLLEGE, MYSORE represented by its Principal, Dr. Ravi J. D. Saldanha as the second party.

Statutory Alert:

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PURPOSE

Whereas

- a) St Aloysius College (Autonomous) is a 142 year old premier Jesuit institution located in the heart of Mangalore offering programs in the Undergraduate, Post-graduate, PhD and Postdoctoral studies in Humanities, Commerce and Management and Sciences.
- b) St Aloysius College (Autonomous) is desirous to associate with St. Philomena's College, on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

- c) St. Philomena's College, established on 9 October 1946, was the first 'First Grade College' in Mysore, India. It was opened by His Highness, Maharaja of Mysore. Its motto "Caritas In Scientia" was chosen by The Pope.
- d) St. Philomena's College is desirous to associate with St Aloysius College (Autonomous) 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.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS 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

3. AREAS OF CO-OPERATION:

g) Whereas, St Aloysius College (Autonomous) and St. Philomena's College recognize that the academic collaboration would be of 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:

- i. *Research Collaborations:* Faculty / Researchers / Students of St Aloysius College (Autonomous) and St. Philomena's College 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 etc.
- ii. *Faculty Exchange with Partner Universities:* Faculty members of St Aloysius College (Autonomous) and St. Philomena's College 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 etc.
- iii. *Student Exchange with Partner Universities:* 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 university 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 parties; 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.

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 university, so that they can

- i) Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the university, 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:

- l) 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 University / Government. However, the home university / Institution reserves the right to accept or reject any accreditation leading to an academic degree.
- n) The Host University / Institution shall issue a certification recognizing the grades obtained, as well as the hours invested or projects/papers completed by the students.

7. RIGHTS AND DUTIES:

- o) The host university / 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 University / Institution and in the host country. Any violation of the laws of the receiving country and / or the rules of the Host University / 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

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.

10. CONFLICT RESOLUTION:

- 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 university / Institution. Either party may propose to the other a modification of the Agreement at any time in writing.

11. ACTION PLANS:

- 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 university / 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

- 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 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 their 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.


Principal

St Aloysius College (Autonomous)
Mangaluru, Karnataka - India

Principal
ST. ALOYSIUS COLLEGE (AUTONOMOUS)
MANGALORE-575003




Principal

St. Philomena's College
Mysore- Karnataka

Principal
St. Philomena's College
MYSORE-570 015


Witnesses


Representative of the Xavier Board (National/Board Member)
Name of the Representative
Designation
Institution Name



Representative of XB Region (Region Name)
Name of the Representative
Designation
Institution Name




Name of In-Charge Academic Collaborations
Designation
St Aloysius College (Autonomous)
Mangaluru


Name of In-Charge Academic Collaborations
Designation **Registrar**
St. Philomena's College
Mysore