



# MEMORANDUM OF UNDERSTANDING (MOU)

### Between

St. Joseph's College (Autonomous), Jakhama-Nagaland

#### And

# Don Bosco College, Kohima-Nagaland

This Agreement is made on the 10<sup>th</sup> day of February, 2020 between St. Joseph's College (Autonomous), Jakhama, Nagaland, India represented by its Principal, Dr. Fr. Sebastian Ousepparampil (hereinafter referred to as "SJC") as the first party and Don Bosco College, Kohima-Nagaland represented by its Principal Dr. Fr. P. Suresh Innocent, (hereinafter referred to as "DBCK") as the second party.

#### **PURPOSE**

#### Whereas

- a) St. Joseph's College (Autonomous), Jakhama-Nagaland, India (hereinafter referred to as "SJC"), established in 1985, recognized under Sections 2(f) and 12(B) of the UGC Act1956, accredited by NAAC with A Grade, is a premier constituent college of Nagaland University. SJC was affiliated to North Eastern Hill University (NEHU), Shillong in 1985 and in 1994 got affiliated to Nagaland University, Lumami. SJC is situated in an environmental friendly campus within the jurisdiction of Jakhama Village.
  - SJC has its vision to impart quality higher education based on Christian vision of life and in a Christian atmosphere. SJC strives to impart knowledge to young men and women and make contribution towards a transformative and progressive society. The college aims to educate, support and help young youth to be intellectually alert, morally upright, religiously oriented, socially conscious, culturally distinct and nationally integrated. SJC offers Under Graduate and Post Graduate programmes in 13 different departments. The College address is P.B No. 39, Kohima–Nagaland, 797001 and the College website is <a href="https://stjosephjakhama.ac.in">www.https://stjosephjakhama.ac.in</a>. SJC is managed by the Diocese of Kohima under the Chairmanship of the Bishop of Kohima, Nagaland.
- b) **SJC** is desirous to associate with DBCK on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

#### Whereas

- a) Don Bosco College, Kohima, Nagaland, India, (hereinafter referred to as DBCK), established in 2015, affiliated to Nagaland University. DBCK is NAAC accredited and recognized under Sections 2(f) and 12(B) of the UGC Act 1956. DBCK, offers three Under Graduate Programmes, Bachelor of Commerce in Accounting and Finance, Bachelor of Arts in Education, English, History, Political Science, Sociology and Psychology, Bachelor of Science in Botany and Zoology.
  - **DBCK** strive to mould young persons into intellectually competent, morally upright, socially committed and spiritually inspired citizens at the service of Nagaland and the whole of India of today and tomorrow, by imparting holistic and personalized education. The official address of DBCK is P.B No. 430, CL 665 (s), Ziekezou, Kohima Meluri Road, Kohima Nagaland. The college website is <a href="https://www.dbckohima.ac.in/">https://www.dbckohima.ac.in/</a>. DBCK is managed by the Salesian Dimapur Province, Nagaland.
- b) **DBCK** is desirous to associate with SJC on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both Institutions.

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:

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:

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:

Whereas, SJC and DBCK 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. Joint Faculty Empowerment and Career Development programmes
- ii. Sharing of human resources (faculty) in scholarly pursuits
- iii. Student Development Programmes
- iv. Counselling
- v. Value Education
- vi. Collaborations for Seminars/Webinars/Workshops
- vii. Extension Activities/Programmes
- viii. Joint Research Projects and Publications
- ix. Collaboration in the area of Education and Teacher Training
- x. Any other area/activities of mutual interest that may emerge in future, after due deliberations and consent of both the parties.

### 4. FUNDING:

a) 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 and for courses or professional practices at their home institution, so that they

can be recognized afterwards.

- b) Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the host institution, which shall provide every help necessary for them to obtain safe, convenient lodging arrangements.
- c) 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.

#### 5. NO EMPLOYMENT RELATIONSHIP:

The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labour 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:

- a) Credits and grades shall be awarded in accordance with the academic achievement policies in force at the Institution/Affiliating University/Government. However, the Institution reserves the right to accept or reject any accreditation leading to an academic degree.
- b) The Institution shall issue a certification recognizing the grades obtained, as well as the hours invested on projects/papers completed by the students.
- c) It is noted that 6(a) and 6(b) are subject to the laws of the land, and rules and regulations promulgated by the affiliating university, if any, regarding the academic administration as well as transfer of academic credits.

## 7. RIGHTS AND DUTIES:

- a) The Host Institution is committed to counseling and supporting students on exchange 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.
- b) The institutions shall act as facilitators, but they will have no obligation whatsoever in terms of the actions, behaviours or financial aspects of the students/participants involved in the exchange.
- c) 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 and the Host State. Any violation of the laws of the receiving State and/or the rules of the Host Institution by an exchange participant shall be grounds for the immediate termination of

the privileges in the context of this Agreement.

# 8. AUTONOMY:

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

#### 9. TERM:

- a) 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.
- b) 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:

a) 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. ACTION PLANS:

- a) 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 interinstitutional 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:

a) Each of the parties accepts and declares that every information from the other party isof 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:

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. Dr. Fr. P. Suresh Innocent Principal Dr. Fr. Sebastian Ousepparampil Principal Don Bosw College Principal Don Bosco College PB. - 430 St. Joseph's College (Autonomous) Kohima-Nagaland Kohima-797001 Nagalanc Jakhama-Nagaland Principal St. Joseph's College (Autonomous) NAGALAND Kohima: Nagalan Jakhama: Nagaland WITNESSES 1. Name

1. Name DR. FR. GEORGE KEDUOLHOU ANGAMI

Signature with date Signature with date