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S. No. 6 8 9 Date. 11-05-2022. Rs.100/-

Sold to: Shyji PaD, D/o. P.P.Devassy, Vsp.

For Whom: St. Joseph's College for Women, Visakhapatnam.

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# MEMORANDUM OF UNDERSTANDING (MoU) **BETWEEN**

St. Joseph's College For Women (Autonomous) Visakhapatnam Andhra Pradesh India

#### AND

CH.S.D. St. Theresa College for Women (A), Gavaravaram, Sanivarapu Peta, Eluru – 53003, West Godavari, A.P.

### **FOR**

Research, Faculty and Student Exchange, Online/Offline Conferences/Workshops/Seminars / Resource Talks, Study Tours, E-Content Development.

Principal

St. Joseph's College For Women(A) Visakhapatnam Andhra Pradesh India Principal

CH.S.D. St. Theresa College for Women (A), Gavaravaram, Sanivarapu Peta,

Eluru, West Godavari, A.P.

### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the  $26^{th}$  DAY OF JULY Two Thousand and Twenty Two, by and between

St. Joseph's College For Women (Autonomous) Visakhapatnam, Andhra Pradesh India THE FIRST PARTY represented herein by its Principal Dr. Sr. Shyji (here in after referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

#### AND

CH.S.D. St. Theresa College for Women (A), Gavaravaram, Sanivarapu Peta, Eluru, West Godavari, A.P., THE SECOND PARTY, and represented herein by its Principal Dr. Sr. Mercy P (hereinafter referred to as "Second Party", which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

#### WHEREAS:

A. First Party is a Higher Educational Institution named:

St. Joseph's College For Women (Autonomous) Visakhapatnam, Andhra Pradesh India, NAAC reaccredited and an ISO 9001:2015 Certified Institution aims at being a Centre of Academic Excellence which empowers young women to provide Intellectual Leadership and transform the world through Courage of Conviction, Optimism and Hope.

- B. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C. The Parties intent to cooperate and focus their efforts on cooperation within the area of Research, Faculty and Student Exchange Programs, Online/Offline Conferences/Workshops/Seminars/Resource Talks, Study Tours, Sharing E-Content Development
- D. Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E. CH.S.D. St. Theresa College for Women (A), Gavaravaram, Sanivarapu Peta, Eluru, West Godavari, A.P., the Second Party also a NAAC reaccredited institution and declared as College with Potential Excellence, continues to serve and imparting value based holistic education to young women with the objective of giving preference to the rural and economically backward women and first generation learners.

Dr. Sr. Shyj

Principal

St. Joseph's College For Women(A) Visakhapatnam Andhra Pradesh India Principal

CH.S.D. St. Theresa College for Women (A),

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

#### **CLAUSE 1**

#### **CO- OPERATION:**

- 1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable collaborations, keeping in mind the needs of the Second Party
- 3. The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

# CLAUSE -2 SCOPE OF THE MoU

- 1. The budding graduates from the institutions could play a key role in technological upgradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2. Both parties **recognize** that the academic collaboration would be of mutual benefit and would provide strengths in research, faculty and student exchange programs helps their mutual interest in engaging themselves in academic cooperation. As per the purpose of the said agreement,
- 3. Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its institution and also involve in Training Programs for the First Party. The training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

Dr. Sr. Shyji

St. Joseph's College For Women(A) Visakhapatnam Andhra Pradesh India Principal

CH.S.D. St. Theresa College for Women (A),

- **4. Research and Development:** Both Parties have agreed to carry out the joint research activities include but are not limited to efforts towards developing proposals for collaborative research, co-authoring publications, conducting joint research projects, or establishing joint research centers. etc.
- 5. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 6. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party and vice -versa.
- 7. **Faculty Exchange Programs**: Faculty members of both the parties can travel between to participate in activities that can enhance and enrich their international/national experience and knowledge and also to foster the relations between the parties.
- 8. **Student Exchange Programs:** Students can be given opportunities to travel among parties to participate in activities/events that will enhance their intercultural experience and knowledge.
- 9. Cooperate to exchange of information relating to their activities teaching and research fields of mutual interests; sharing best practices, sharing of E-content between the parties, access to library and repository services, if possible.
- 10. Conduct cultural projects, study tours, as mutually agreed by both the parties.
- 11. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- To promote and enhance academic, research interest between both the parties
- To provide summer training for UG and PG students during their course and providing professional manpower to support the programme.
- Organizing and participating in joint Symposia/ Conferences/ Workshop/ Short term refresher courses.
- This Memorandum of Understanding shall be valid from the date of signing of the same.

### **FUNDING:**

- 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.
- 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.

Dr. Sr. Shyji

St. Joseph's College For Women(A) Visakhapatnam Andhra Pradesh India Dr. Sr. Mercy I Principal

CH.S.D. St. Theresa College for Women (A),

• 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.

# **CREDITS / ACCREDITATION:**

- 1. 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.
- 2. 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.

# CLAUSE 3 INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

## CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid for TWO years from the date of execution of this agreement, and shall be automatically renewed thereafter for another two (2) years unless a written notice to terminate or amend this agreement is given to the other party six (6) months in advance.
- 4.2 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.
- 4.3 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

# CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Dr. Sr. Shyji Principal St. Joseph's College For Women(A) Visakhapatnam Andhra Pradesh India Second Party

Principal

. Sr. Mercy

CH.S.D. St. Theresa College for Women (A),

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Visakhapatnam.

Principal

St. Joseph's College For Women(A) Visakhapatnam Andhra Pradesh India Principal

Authorized Signatory

CH.S.D. St. Theresa College for Women (A),

Gavaravaram, Sanivarapu Peta, Eluru, West Godavari, A.P.

## **AGREED:**

For

St. Joseph's College For Women (A)

For

CH.S.D. St. Theresa College for Women (A)

Authorized Signatory

PRINCIPAL

St. Joseph's c'ollege for Women

(Autonomous)

VISAKHAPATNAM - 530 004

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Witness 1: Did Ganan.

Witness 2: Dr. 7. Bhashen Culle

Witness 4: M. Rol