



## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**VIMALA COLLEGE (AUTONOMOUS)**

**AND**

**ST. XAVIER'S COLLEGE, KATHMANDU**

This Memorandum of Understanding is made on the 26<sup>TH</sup> day of JUNE, 2019  
BETWEEN VIMALA COLLEGE (AUTONOMOUS) (hereinafter referred to as First Party) Ramavarmapuram Road, Thrissur 9, Kerala AND ST. XAVIER'S COLLEGE, KATMANDU having an address at Maitighar, Kathmandu, Nepal (hereinafter referred to as the Second Party)

### **WHEREAS:**

The 'First Party' and 'Second Party', recognising the value of cooperation, have agreed to enter into this Memorandum of Understanding ('MOU') regarding academic collaboration. The purpose of this non-binding Memorandum of Understanding (MOU) is to make possible and to institute academic exchange between the 'First Party' and 'Second Party', based upon the principles of mutual equality and the reciprocity of benefits.



**Both Parties HEREBY AGREE:**

**A. FACULTY PROGRAMME**

Each Party will accept visiting faculty members from the other Party. The number of visiting faculty will not exceed two in a year. The Host party will arrange for board and lodge for the visiting faculty and the host party will also bear all expenses of the visiting faculty related to board and lodging. All other expenses, including the travelling expenses, will be the responsibility of the visiting party. Subject to availability, the host Party will provide the normal services for visiting faculty including library and laboratory facilities. The host Party will assist the visiting faculty as far as possible, in matters of health, and local custom. The period of such visit will not exceed two weeks in a year.

**B. JOINT RESEARCH PROGRAMME**

The two Parties will seek opportunities to cooperate in research. The details of specific research proposals will be determined by the mutual agreement of both colleges. The form of cooperation may vary with the goal of each project. The two Parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights, a further separate written agreement must be entered into in each case in accordance with the policies of 'First Party' and 'Second Party' on intellectual property.

**C. ACTIVITY EXCHANGE PROGRAMME**

To facilitate academic and cultural interchange, the exchange of research materials, publications and information between the Parties will be encouraged. Each Party will invite the other, when appropriate, to participate in conferences, symposia and short visits.

**D. STUDENT EXCHANGE PROGRAMME**

The exchange of students will be encouraged and a Student Exchange Agreement will be drawn up separately to facilitate such exchanges. The exchange could be for a period of not exceeding two weeks in a year from either side. The number of student will not exceed fifteen from either side.

**E. COMPLIANCE WITH LAWS**

Both parties will comply with all relevant laws in the jurisdiction in which it is in situ and



all visiting scholars and faculty shall comply with all relevant laws in the jurisdiction of the host Party.

**F.COMPLIANCE WITH COLLEGE RULES**

Visiting party will comply with the rules of the host institution.

**G.NO AGENCY**

Nothing in this MOU gives rise to a relationship of agency between the parties.

**H.NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP**

Nothing in this MOU shall be relied upon to construe a joint venture, partnership or employment relationship between the Parties.

**I.NO TENANCY OR INTEREST IN PROPERTY**

**J.TERMS OF RENEWAL, AMENDMENT, AND TERMINATION**

This MOU shall remain in force for a period of ONE year from the execution date at the beginning of this MOU, with the understanding that it may be terminated by either Party giving three months notice to the other Party in writing. If this agreement is terminated by either party, each party agrees to carry out any obligations and responsibilities assumed prior to the termination date.

This MOU may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This MOU may be amended by the exchange of official letters between the two parties. Such amendments, once approved by both Parties, will become part of this MOU.

**K.NOTICES**

Any notice or other communication to any party hereto (whether required or permitted to be given under or in connection with this MOU) shall be in writing and shall (at the option of the party giving the notice) be sent by registered post to the address set out under its name below, or to such other address as is from time to time notified to the party giving the notice in compliance with the provisions of this clause J:



Vimala College (Autonomous)

Address:

Ramavarpuram Road, Adiyara

Thrissur 9, Kerala, India

St. Xavier's College, Kathmandu

Address:

Maitighar, P.O. Box 7437, Kathmandu Nepal

### L. LEGAL EFFECT

The terms of this MOU represent the current intentions of the Parties as at the time of signing. This MOU is not legally binding on the Parties.

### M. SECTION HEADINGS

Headings contained in this MOU are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

Signed by duly authorized representative of



PRINCIPAL  
VIMALA COLLEGE  
(AUTONOMOUS)  
THRISSUR-680 009

For Vimala College (Autonomous)



Principal  
St. Xavier's College  
Maitighar, Kathmandu  
Nepal

For St. Xavier's College, Kathmandu

