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CX 139739

MEMORANDUM OF UNDERSTANDING (MoU)

between

St. Albert's College (Autonomous), Ernakulam, Kerala, India.

and

College of Home Science, Nirmala Niketan, Mumbai, Maharashtra, India.

This Memorandum of Understanding (MoU) is signed on the 22nd day of October 2022 between St. Albert's College (Autonomous), Ernakulam, Kerala, India (hereinafter referred to as "ALBERTS"), represented by its Chairman, Rev. Dr. Antony Thoppil as the first party and College of Home Science, Nirmala Niketan, Mumbai, Maharashtra, India (hereinafter referred to as "NIRMALANIKETAN"), represented by its President Philomena Sequeira as the second party. First party and the second party shall hereinafter collectively be referred to as the "Parties" and individually as the "Party."

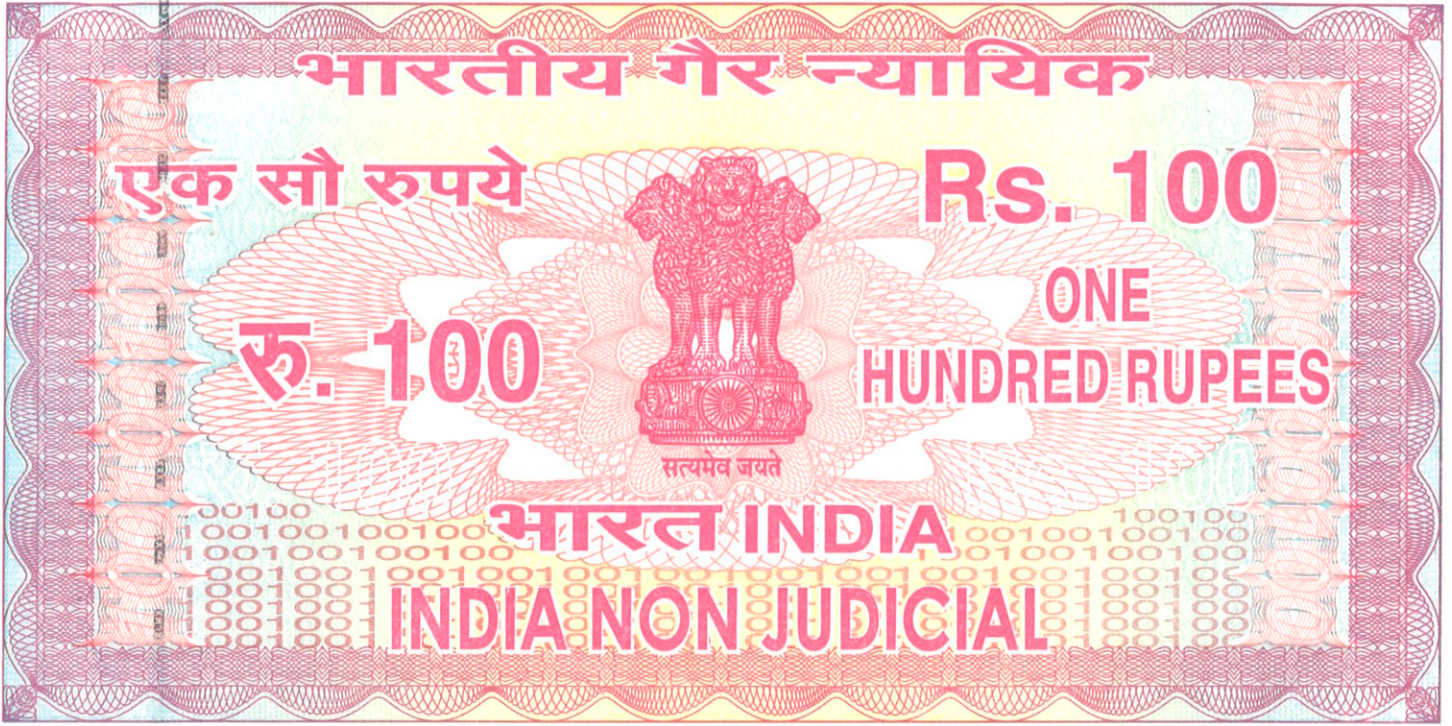
Signature

No. 70913 Date 16.7.2021
Value of Rs. 100
Sold To: St. Albert's College

Signature

JAYAKUMAR . G.
Stamp Vendor
High Court Of Kerala
Ernakulam





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Purpose

CX 139740

Whereas

1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 49 programs in both UG and PG and 10 research degrees.
2. ALBERTS, is desirous to associate with NIRMALANIKETAN on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

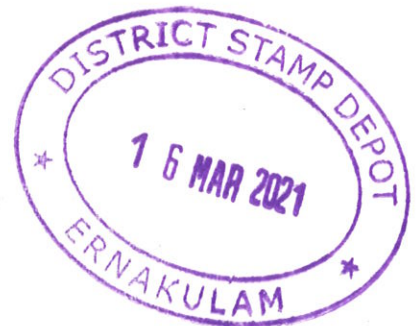
3. NIRMALANIKETAN is the only Home Science College affiliated to University of Mumbai where excellence is a prevailing attitude wherein it offers an education that is all inclusive irrespective of class, creed, and color. The courses presented under the umbrella of Home Science are unique and attract a lot of students of both genders.
4. NIRMALANIKETAN is desirous to associate with ALBERTS, on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

70914 Date 16.3.2021
Value of Rs 100/-
Sold To St. Albert's College

JAYAKRISHNAN M. G.
Stamp Vendor
High Court Of Kerala
Ernakulam

[Handwritten Signature]

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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

ALBERTS and NIRMALANIKETHAN recognize that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and industrial cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities with the approval of the authorized signatory authorities.

5. ALBERTS and NIRMALANIKETHAN 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, all the Parties shall undertake the following activities with the approval of the authorized signatories:

- a) *Research Collaborations:* Faculty / Researchers/Students of ALBERTS and NIRMALANIKETHAN 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 or conducting joint research projects etc.
- b) *Faculty Exchange with Partner Universities:* Faculty members of ALBERTS and NIRMALANIKETHAN can travel between to participate in activities that can enhance their national / international 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.



- c) *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.
- d) *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.
- e) 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.
- f) Conduct cultural projects, study tours, as mutually agreed in writing between the parties prior to commencement of this activity:

No Employment Relationship:

- 6. 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.

Credits / Accreditation:

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

Autonomy:

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



Conflict Resolution:

10. 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. Either party may propose to the other a modification of the Agreement at any time.

Action Plans:

11. 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, and which shall define the following aspects:

- a) Foundations or considerations that warrant the plan for inter-institutional collaboration;
- b) Objective of the action plan for inter-institutional collaboration;
- c) General conditions of the plan;
- d) Academic conditions of the plan;
- e) Administrative and organizational conditions of the plan;
- f) Duration of the protocol;
- g) Intellectual property;
- h) Differences between the parties;
- i) Development of the collaboration project;
- j) Project and/or program to be carried out;
- k) Financial budget;
- l) Reference to the subject of medical insurance and information.

Amendments:

12. 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.



Costs

13. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the Parties may also seek funding for collaborations from any research organization funding. Where applicable, the fee for services from NIRMALANIKET. AN to ALBERTS and vice-versa will be as agreed with the approvals of the signatory authorities.

Applicable Law and Jurisdiction

14. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of three (3) arbitrators mutually agreed by the parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be in a mutually agreed location. This MoU shall be governed by and construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.

Indemnity

15. Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to its failure to perform as agreed in the MoU.

Assignment

16. Neither party will assign its rights or obligations under this MoU without the prior written consent of the other party, however such requests shall not be withheld unreasonably. This MoU will be binding upon the parties and their respective legal successors and permitted assigns.

Confidentiality

17. The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other party.
18. Students might be working on confidential projects and should not be disclosing any confidential information. Students cannot share data collected during the study in any




of their assignments, however are free to share their learnings without impacting confidentiality agreements with clients.



Term:


19. 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.
20. 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.


The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:



Rev. Dr. Antony Thoppil
Chairman
St. Albert's College (Autonomous)


Dr. Bijoy V. M.
Principal-in-charge:



Witness 1: 
Fr. John Christopher
Registrar



Philomena Sequeira
PRESIDENT
NIRMALA NIKETAN INSTITUTE
38, NEW MARINE LINES,
MUMBAI-400 020
College of Home Science, Nirmala
Niketan

Witness 1: Noela
Ms. Noella Dias
Manager

Witness 2: J. Colaco


ANUBAKSHI
INCHARGE PRINCIPAL
COLLEGE OF HOME SCIENCE
Nirmala Niketan
49, New Marine Lines
Mumbai 400 020

