

महाराष्ट्र MAHARASHTRA

**1** 2022 **1** 

MEMORANDUM OF UNDERSTANDING (MoU)

Between



25AA 329400

प्रधान मुद्रांक कार्यालय, मुंबई प.मु.वि.क. ८०००२२ १३ ०८७ २०२२ सक्षम अधिकारी

St. Xavier's Institute of Education (Autonomous), Mumbai, Maharashtra, India.

and

श्री. घनःशाम खेडसकर



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

This Agreement is made on the 19th January, 2023 between St.Xavier's Institute of Education (Autonomous), Mumbai, Maharashtra, India represented by its Manager, Fr.Blaise D'Souza sj (here in after referred to as "SXIE"), as the first party and College of Home Science Nirmala Niketan represented by its Resident Ms Philomena Sequeira (here in after referred to as "CHSC", as the second party.)

Page 1 of 10



## **PURPOSE**

#### Whereas

- a) St.Xavier's Institute of Education (Autonomous), Mumbai, Maharashtra, India is the oldest Government aided, Christian Minority Teacher Education College for the course (B.Ed and Ph.D) affiliated to University of Mumbai and recognized by the National Council for Teacher Education (N.C.T.E). Besides, it has various courses and extension services for students, teachers and the society. St.Xavier's Institute of Education (Autonomous) is a Christian Minority College, established and administered by the Jesuit Mumbai Province of the Society of Jesus. The Institute acquired autonomous status from the academic year 2022-2023. It is accredited by NAAC with an 'A' grade upto 31st December, 2027.
- b) SXIE is desirous to associate with CHSC on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

## Whereas

a) College of Home Science Nirmala Niketan, Mumbai, Maharashtra, India is one of the premier colleges of Home Science in India. It is the only college of Home Science affiliated to the University of Mumbai. The College has most recently been reaccredited with an A+NAAC grade. The college is a Christian minority institution, managed by the Nirmala Niketan Institute, whose members belong to the congregation of the *Daughters of the Heart of Mary*.

A grant-in-aid institution, the college offers degree programmes in multiple branches of Home Science at the BSc, MSc and PhD levels. For the BSc Home Science degree, the following four branches are offered: Foods, Nutrition and Dietetics (FND); Human Development (HD); Textile and Fashion Technology (TFT); and Community Resource Management (CRM). There are five branches for MSc Home Science degree offered at the college: FND; HD; TFT; and Food Processing and Preservation; and Sports Nutrition. A PhD



in Home Science is also offered with specializations in FND, HD and TFT.

Other than the degree programmes, the college offers a range of vocational one-year Certificate, Diploma, and Advanced Diploma programmes. These are offered in the following areas: Home Science, Fashion Designing, Interior Designing, and Graphic Designing and Visual Communication. A postgraduate one-year Diploma is also offered in Dietetics and Applied Nutrition. Furthermore, there are an array of value-added and add-on courses that the college offers both in-house and other students, including for non-traditional learners.

The college was started in 1955 with the inception of a certificate course in Home Science. The three-year BSc programme in Home Science, affiliated to the University of Mumbai (at the time known as the University of Bombay), was started in 1969 and two of the MSc programmes took wing in 1972 and a third in 1976. The PhD programme was begun in 1998. Two new MSc programmes were added in 2011.

The college is a leading Indian institution empowering youth, especially women, through socially-relevant and career-oriented higher education. At the BSc level the college is only for women, whilst the postgraduate programmes are open to both women and men. (www.nirmalaniketan.com)

b) CHSC is desirous to associate with SXIE 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 the 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:

c) 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:

d) 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:

e) Whereas, **SXIE** and **CHSC** 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. Academic Exchange

- To exchange information on academic programmes
- To exchange information on teaching, learning material and other literature relevant to their academic programmes
- To jointly organize short-term programmes on topics of mutual interest and to invite each other's faculty to participate there in
- To jointly organize seminars, conferences, or workshops on topics of mutual interest and to invite each other's faculty to participate there in
- To jointly propose and engage in training programmes sponsored by funding agencies, and to invite each other's faculty to participate therein

Page 4 of 10



## ii. Research Collaborations

Faculty / Researchers / Students of SXIE and CHSC, 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.

## iii. Faculty Exchange

Faculty members of SXIE and CHSC 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.

## iv. Student Exchange

Students can be given an opportunity to travel among parties to participate in activities / events that will enhance their international / intercultural experience and knowledge.

## v. 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 institution which would enable the students understanding on a global perspective.

- vi. 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.
- vii. Conduct cultural projects, study tours, as mutually agreed in writing between the parties prior to commencement of this activity.
- viii. Conduct health fairs to encourage both colleges' students and staff to lead a healthy lifestyle.
- ix. Hold seminars on various health topics to educate rural residents about leading healthy lives.
- x. Jointly organize health awareness campaign by organizing sessions in internship schools.



## 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, courses or professional practices at their home university, so that they can be recognized afterwards.
- b) Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the 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 labor nature between them. Thus, in all activities stemming from the present MoU and from subsequent specification 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 inforce 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.
- b) 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:

- a) 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.
- b) The institutions shall act as facilitators, but they will have no obligation what so ever in terms of the actions, behaviors 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 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.
- d) The host institution agrees to assist to provide boarding, lodging and necessities and to provide workspace, library and laboratory facilities as appropriate.

## 8. AUTONOMY:

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 eachother 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:

Any dispute resulting from the interpretation or application of this Agreement shall be settledthrough 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:

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:

- Foundations or considerations that warrant the plan for inter-institutional collaboration;
- Objective of the action plan for inter-institutional collaboration;
- General conditions of the plan;
- Academic conditions of the plan;
- Administrative and organizational conditions of the plan;
- Duration of the protocol;
- Intellectual property;

Page 8 of 10



• Differences between the parties;

• Development of the collaboration project;

• Project and/or program to be carried out;

• Financial budget;

• Reference to the subject of medical insurance and information

12. CONFIDENTIALITY

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:

The parties may amend or amplify this Agreement through agreements in writing to that effect. Said amendments or additions will be binding on the sign at or is as of the date of their signature. The parties may not assign, in whole or in part, the performance of the present MoUto 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 counter parts, both of which will be considered original

Fr.Blaise D'Souza s.j.

Manager

St.Xavier's Institute of Education

(Autonomous)

Ms.Philomena Sequeira

President

College of Home Science Nirmala

Niketan

Page 9 of 10

Witness 1:

Dr. Vini Sebastian

Principal In charge

St. Xavier's Institute of Education

Mumbai (Autonomous) Kchavan

Witness 2:

Ms.Kalpana Chavan

**IQAC** Coordinator

St.Xavier's Institute of Education

Mumbai (Autonomous)

Anulabahi

Witness 1:

Dr.Anuradha J Bakshi

Principal In charge

**College of Home Science** 

Nirmala Niketan Mumbai 20

Witness 2:

J. Colaço

Ms.Jacqueline Colaco

**IQAC Convenor** 

**College of Home Science** 

Nirmala Niketan Mumbai 20