

MEMORANDUM OF **UNDERSTANDING**



**ST. EDMUND'S COLLEGE
SHILLONG, MEGHALAYA**

AND



**SOPHIA GIRLS' COLLEGE (AUTONOMOUS) AJMER
RAJASTHAN**

FEBRUARY 06, 2019

VENUE:

**ST. EDMUND'S COLLEGE
SHILLONG, MEGHALAYA**

Memorandum of Understanding
Between
St. Edmund's College, Shillong, Meghalaya
And
Sophia Girls' College, Ajmer (Autonomous), Rajasthan

This MEMORANDUM OF UNDERSTANDING [hereinafter MoU] is made and entered into on Wednesday, 6th February 2019 between St. Edmund's College, Shillong, Meghalaya, (hereinafter SEC), on the ONE PART and Sophia Girls' College, Ajmer (Autonomous) Rajasthan (hereinafter SGC), on the OTHER PART (who for the purpose of this MoU are hereinafter individually referred to as 'PARTY' and collectively referred to as the 'PARTIES').

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term collaboration in the areas of education, training and research.

WHEREAS SGC a premier education institute in Rajasthan having UG and PG courses and re-accredited "A" Grade by NAAC and is involved in research, education and training in all the disciplines of Basic Sciences, Humanities and languages, Commerce and Management at Rajasthan.

AND WHEREAS SEC, an Institution of higher learning having UG & PG courses re-accredited Grade A by NAAC is involved in the dissemination of knowledge, research and extension.

AND HENCE it has been considered expedient to agree in writing to participate jointly in undertaking students and research projects as per the expertise and logistics available with the PARTIES.

Article 1. Objectives

- 1.1 Faculty & student exchange programme
- 1.2 Sharing of resources and infrastructure
- 1.3 Organization of joint activities in research, co & extra - curricular areas.

Article 2. Areas of Research Cooperation

- 2.1 Physical Sciences
- 2.2 Biological Sciences

2.3 Computer Science

2.4 Humanities/Social Sciences

2.5 Languages

2.6 Commerce

2.6 Management

Article 3. Forms of Cooperation

3.1 Joint research projects

3.2 Academic projects/ programmes

3.3 Seminars and lectures on topics of mutual interest and relevance

3.4 Public outreach

Article 4. Exchange of Information and Research Samples

4.1 The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged or arising under the objectives identified under Article 1. The PARTIES shall take all measures to protect the secrecy and avoid disclosure and unauthorized use of the information which is confidential and outside the public domain.

4.2 Samples exchanged between the PARTIES shall not be transferred to any third party for research and commercial purposes and that the unutilized portions of such samples must be sent back to the concerned coordinators identified under Article 6.1.

Article 5. Publications and Intellectual Property Rights

5.1 Any research publications and intellectual property rights arising out of the students- and joint research projects shall be jointly published and, when patented, will be jointly and equally owned by SEC and SGC

5.2 The procedural formalities for securing and maintaining the intellectual property rights shall be the responsibility of both SGC SEC and the expenditure incurred thereof shall be borne jointly and equally by SGC and SEC.

5.3 The upfront fee and royalty accrued from licensing of any intellectual property arising from this collaboration to other PARTY [IES] shall be shared between the PARTIES, the terms and conditions of which shall be the subject matter of a separate agreement between the PARTIES.

5.4 The PARTIES shall not assign any rights and obligations to any third PARTIES without written consent of the other party.

Article 6. Implementation

6.1 The PARTIES agree to constitute an Advisory Committee as follows:

Br. Adolph Pinto, CFC

St. Edmund's College
Old Jowai Road,
P.O. Laitumkhrah,
Shillong - 793 003,
Meghalaya, India.
sec17secretary@gmail.com

Dr. Sr. Pearl, (Convener)

Principal,
Sophia Girl's College (Autonomous), Ajmer,
Ajmer 305001
Rajasthan
principal@sophiacollegeajmer.in

Dr. (Br.) Simon Coelho, CFC

IQAC Coordinator,
St. Edmund's College
Shillong
(Co-convener)

Ms. Divya Mishra

Head, Department of Economics
Sophia Girls College Ajmer (Autonomous)
(Co-convener)

6.2 The Advisory Committee shall meet at least once in a year either at SGC or SEC to review the progress.

6.3 Based on the education, training and research requirements of students and staff, the advisory committee shall, in consultation with the faculty and scientists, decide on topics and the mode of cooperation for each of the academic years during the tenure of this cooperation.

6.4 The convener and co-convener shall be the contact persons for all the cooperation and other related issues identified in this understanding.

Article 7. Finance

7.1 Each PARTY shall bear the respective costs of carrying out the obligations under this agreement. Neither PARTY shall make a claim against the other PARTY for any expenditure unless such expenditure has been agreed upon in writing between the PARTIES.

Article 8. General Provisions

8.1 Research instrumentation, infrastructure and library facilities available at the PARTIES work place(s) shall be made available to the scientists, faculty, research scholars and students of the PARTIES.

8.2 The PARTIES shall not use any of the confidential information which is required to be held in confidence for any purpose other than performance of their obligations under this understanding.

8.3 The implementation of the areas- and forms of cooperation identified under Articles 2 and 3 shall be subject to the availability and convenience of research students, faculties and infrastructure facilities available at the PARTIES work places.

8.4 The PARTY organizing an item of work shall have the nodal responsibility for mobilizing resources and the conduct of such works.

8.5 There shall be exchange visits by faculty members for academic and research purposes.

8.6 There shall be exchanges of students between both the parties with the convenience of both the parties so that students can be benefitted by the good teachers of both PARTIES.

8.7 All questions related to this understanding arising during its term shall be settled by the PARTIES by mutual agreement. In case of any disagreement a retired District Judge shall be appointed and remuneration of whom shall be paid jointly.

8.8 Nothing in this understanding is intended to affect other cooperation or collaboration between the PARTIES.

8.9 All the collaboration activities pursuant to this agreement shall be conducted in accordance with the laws and regulations governing SGC and SEC.

Article 9. Entry into Effect and Termination

9.1 This MoU shall become effective on the date it is signed by the PARTIES and shall be valid for **six** years. This understanding may be amended by mutual written agreement and may be terminated at any time by either PARTY upon one month's written notice to the other PARTY.

9.2 All joint activities not completed at the expiration or termination of this agreement may be continued until their completion under the terms of this understanding.

Article 10. Amendments

10.1 This MoU represents the entire understanding between the PARTIES and supersedes any and all understandings either oral or written hitherto with respect to the subject matter of this understanding.

10.2 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the PARTIES and specifically stating the same to be an amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed unless otherwise agreed to.

Article 11. Assignment

11.1 This MoU is based on the professional competence and expertise of each PARTY and hence neither PARTY shall transfer or assign this agreement or rights or obligations arising hereunder, either wholly or in part, to any third party.

Article 12. Non-exclusivity


12.1 The relationship of the PARTIES under this understanding shall be non-exclusive and both PARTIES are free to pursue other agreements or collaborations of any kind.

This MoU has been executed in two originals, one of which has been retained by SGC and the other by SEC.

IN WITNESS WHEREOF, the PARTIES have executed this MoU and represent that they approve, accept and agree to the terms contained herein.

For and on behalf of

Sophia Girls' College (Autonomous)
Ajmer (Rajasthan)

(Sign) 

Name: **Dr. Sr. Pearl**

Title: Principal

PRINCIPAL
SOPHIA GIRLS' COLLEGE
(AUTONOMOUS)
AJMER

Seal:

For and on behalf of

St. Edmund's College,
Shillong (Meghalaya)

(Sign) 

Name: **Dr. (Br.) Simon Coelho, CFC**

Title: Secretary

Secretary
St. Edmund's College
Shillong - 793003
Meghalaya

Seal:

In the presence


Name: **Ms. Divya Mishra**


Title: Co-Convener

Address: Dept. of Economics

Sophia Girls College, (Autonomous) Ajmer
Rajasthan



In the presence


Name : **Prof Sumit Deb**

Title: Co-Convener

Address: Head, Department of Chemistry

St. Edmund's College, Shillong
Meghalaya

