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INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

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Salesian College  
Siliguri & Sonada  
West Bengal



St Bede's College  
Shimla  
Himachal Pradesh

### MEMORANDUM OF UNDERSTANDING (MoU)

Between


Salesian College, Siliguri & Sonada, West Bengal, India


And

St Bede's College, Shimla, Himachal Pradesh

This Agreement is made on the 11 day of June, 2022, between St Bede's College, Shimla, Himachal Pradesh, India represented by its Principal, Sr. (Prof.) Molly Abraham (hereinafter referred to as "SBC") as the first party and Salesian College, Siliguri & Sonada, West Bengal India represented by its Principal, Dr. Fr. George Thadathil sdb, (herein after referred to as "SC") as the second party.

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Principal  
Salesian College, Siliguri & Sonada,  
West Bengal India  
Sonada & Siliguri Campus

  
Principal  
St Bede's College, Shimla,  
Himachal Pradesh India  
Shimla 171002



## PURPOSE

### Whereas

- a) Salesian College, hereinafter referred to as SC, founded in 1938, accredited by NAAC with A grade in the 3rd Cycle, is a government recognized, minority educational institution of the Catholic Church, run by Salesians of Don Bosco, Kolkata Province, where over 2200 students do their Arts/Humanities, Commerce, Science and Professional Courses (UG & PG) under the North Bengal University (NBU).
- b) SC is desirous to associate with SBC on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

### Whereas

- a) St. Bede's College, Shimla, established in 1904, is much more than a cluster of lifeless concrete blocks and specter-thin boughs of pine trees in the midst of winding hills of Himachal Pradesh. It is a great academic community formed as a part of a precious catholic heritage, sustained by the ardent love of knowledge. St. Bede's, a historical and educational landmark of Northern India, aims at formation and training of young women. It has been imparting higher education in the fields of Arts, Science, Commerce and the training of Teachers. It was recognized by the University Grants Commission under 2(f) and 12(b), and is the only college in HP State accredited 'A +' Grade by UGC-NAAC.
- b) SBC College (herein referred to as "SBC") desirous to associate with SC 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 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**

### **1. OBJECTIVE:**

- a) 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:**

- a) 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:**

- a) Whereas, SC and SBC 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:
  1. Sharing of human resources (faculty) in scholarly pursuits
  2. Student Development Programmes
  3. Value Education
  4. Collaborations for Seminars/Webinars/Workshops
  5. Extension Activities
  6. Joint Research Projects and Publications



7. Best Practices
8. Collaboration in the area of Education and Teacher Training
9. Social action (community development)

#### 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 and for courses or professional practices at their home institution, so that they can be recognized afterwards.
- b) Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the host 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:

- a) The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labour 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.

#### 6. CREDITS / ACCREDITATION:

- a) Grades shall be awarded in accordance with the academic achievement policies in force at the Institution. However, the Institution reserves the right to accept or reject any accreditation leading to an academic degree.
- b) The Institution shall issue a certification recognizing the grades obtained, as well as the hours invested on projects/papers completed by the students.



## 7. RIGHTS AND DUTIES:

- a) The Host Institution is committed to counseling and supporting students on exchange 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 whatsoever in terms of the actions, behaviours 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 Institution and the Host State. Any violation of the laws of the receiving State and / or the rules of the Host 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 work space, library and laboratory facilities as appropriate.

## 8. AUTONOMY:

- a) 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 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.

## 10. CONFLICT RESOLUTION:

- a) 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 Institution. Either party may propose to the other a modification of the Agreement at any time in writing.

## 11. ACTION PLANS:

- a) 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:
- i) Sharing of human resources (faculty) in scholarly pursuits
  - ii) Student Development Programmes
  - iii) Value Education
  - iv) Collaborations for Seminars/Webinars/Workshops
  - v) Extension Activities
  - vi) Joint Research Projects and Publications
  - vii) Best Practices
  - viii) Collaboration in the area of Education and Teacher Training
  - ix) Social action (community development)

## 12. CONFIDENTIALITY:

- a) 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:

- a) 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.



**Dr. Fr. George Thadathil**  
Secretary  
Governing Body  
Principal Salesian College  
Sonada & Siliguri Campus  
Salesian College, Siliguri & Sonada, West Bengal



**Sr. (Prof.) Molly Abraham**  
Principal  
Principal  
St Bede's College, Shimla  
Himachal Pradesh India

### Witnesses

Representative of the Xavier Board (National/Board Member)  
Name of the Representative  
Designation  
Institution Name



**Br. Jose Puthenpurackel**  
Co-ordinator  
Vice Principal  
Salesian College College, Sonada

Representative of XB Region (Region Name)  
Name of the Representative  
Designation  
Institution Name



**Dr. Anupama Tandon**  
Co-ordinator,  
St. Bede's College, Shimla



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Principal  
Salesian College, Siliguri & Sonada,  
West Bengal  
Sonada & Siliguri Campus



Principal  
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Himachal Pradesh India