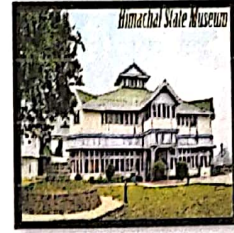




St. Bede's College (Heritage Status)
NAAC Re-Accredited A+ Grade
Navbahar, Shimla-171002
Himachal Pradesh
Phone no.: 0177-2842304



Himachal State Museum
Chaura Maidan, Shimla
Himachal Pradesh-171004
Phone/Fax no.: 0177-2659943

MEMORANDUM OF UNDERSTANDING
(MoU)

Between

Department of History

St Bede's College
Navbahar, Shimla-171002
Himachal Pradesh

And

Himachal State Museum,
Shimla-171004
Himachal Pradesh

December 1,2022

This Memorandum of Understanding ("MoU") is entered into on **01 day of December 2022** ("Effective") by and between **Himachal State Museum, Shimla, Himachal Pradesh, 171004** (hereinafter referred to as "**HSMS**"), and **Department of History, St. Bede's College, Navbahar, Shimla, Himachal Pradesh, 171002**. St Bede's Shimla and HSMS hereby enter this Memorandum of Understanding (MoU) to promote joint educational and research collaboration. According, the both parties agree as follows:

ARTICLE 1: The Scope of Collaboration

- 1.1 Areas of collaboration may be proposed by the either institution. It may include, but are not limited to:
 - Joint and collaborative studies and research projects;
 - Research mobility of faculty, scholars, and students between the collaborating institutions;
 - Staff professional development;
 - Sharing or creation of educational materials and resources;
- 1.2 Any specific activity developed under this MoU shall be detailed in the subsequent agreements that may be duly signed by the authorized signatories of the collaborating institutions, which will describe the scope of proposed activities, intended outcome, and the inclusion of responsible departments or individuals.
- 1.3 All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

ARTICLE 2: Duration and Evaluation

- 2.1 This MoU shall be in effect for a period of five years (5) years from the last date of signature. Either party may request termination of this agreement in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.
- 2.2 The designated representatives shall initiate a joint evaluation of the MoU six (6) months before the expiration date. Following the evaluation, the MoU may be renewed and signed for five (5) years.
- 2.3 Amendments to this MoU may be solicited in writing by the either party and approved by the authorized signatories,

ARTICLE 3: Non-Discrimination

The parties agree not to differentiate or discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, physical disability, political affiliation, sexual orientation or status as a veteran.

ARTICLE 4: Compliance with Law

Both the parties specifically agree to comply with the all applicable laws, rules and regulations and their subsequent amendments. If any part of this agreement is found to violate the Central, State or local laws, rules or regulations, the parties shall negotiate in good faith for the amendment or revisions of such provisions. If the parties fail to agree to revise or amend within a reasonable time, either party may terminate this agreement within thirty (30) days through a written notice to the other party.

ARTICLE 5: Force Majeure

In case the student or students are unable to complete the assigned programme due to causes beyond the control of St Bede's College, (including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labour disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond St Bede's reasonable control, St Bede's will assist the affected students in finding an alternate site to complete the assigned Programme.

ARTICLE 6: Data Protection

The parties acknowledge that information (if any) received from St Bede's College Shimla or HSMS regarding students and faculty may be protected by the relevant data protection acts of the Government of India, and agrees to use such information only for which it was disclosed and not to make it available to any third party without first obtaining the scholar's written consent. For the purposes of this agreement, Home Institution shall be deemed to be a "college official".

ARTICLE 7: Use of Name

None of the parties shall use the name, logo, likeness, trademarks, image, or other intellectual property of either of the other parties for any other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. HSMS, may refer to the affiliation with St Bede's College Shimla in public information materials regarding the relevant Programme. St Bede's College Shimla reserves the right to review and request the modification of the Home Institution's reference to St Bede's Shimla as necessary. HSMS may refer to the affiliation with St Bede's College Shimla in its brochures and other public information materials having to do with the Programme.

ARTICLE 8: Independent Contractors

Each party is separate and independent institution, and this agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. The sole moto of this MoU is educational and skill enrichment of the students.

ARTICLE 9: Severability

If the provision(s) of this agreement are found severable, and if any of provision of this agreement is found to be invalid, void, or unenforceable. However, the remaining provisions shall remain in full force and effect.

ARTICLE 10: Waiver

The waiver of any breach of any term or provision of this agreement does not waive or breach of that or other term(s) of this agreement.

ARTICLE 11: Assignment

No party may assign this agreement or any rights or obligations under this agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision shall be null and void.

ARTICLE 12: Governing Law

This agreement shall be construed and enforced solely pursuant to laws of the Government of India, without giving effect to the principles of conflicts of laws thereof and the parties agree that this agreement shall be subject to the sole and exclusive jurisdiction of the state and high courts located in the State of Himachal Pradesh. The parties agree that the foregoing governing law, jurisdiction, and forum selections have been concluded as a result of arms-length negotiations and are not overly onerous to either party. Notwithstanding the foregoing, any court with competent jurisdiction may enforce the judgment and ruling of the state and High courts located in the State of Himachal Pradesh.

ARTICLE 13: Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussion, agreements, and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This agreement may subsequently be modified only by a written document executed by both parties.

ARTICLE 14: Notice

Any consent, waiver, notice, demand, request, or other instrument required or permitted to be given under this agreement or any related agreements shall be in writing and shall be delivered by hand or sent via prepaid telex, cable or facsimile transmission, or sent postage prepaid by the registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

ARTICLE 15: Obligation

Both the participating parties – **Department of History, St Bede's College, Shimla or HSMS** – shall ensure that the educational or research workshops or studies or seminars or lectures proposed or undertaken within the scope and provision of this Memorandum of Understanding (MoU) shall be formulated collectively by both the parties or by the authorized representatives of the participating parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be made in English and executed by their respective duly authorized representatives on the day and the year first above written.

For Department of History
St. Bede's College, Shimla
(First Party)

For and on behalf of
Himachal State Museum, Shimla
(Second Party)

Mollym
Name: Prof. (Sr.) Molly Abraham
Designation: Principal
Date: St Bede's College
Shimla 171002
In the presence of:

Hanika
Name: Dr. HARI CHAUHAN
Designation:

Date: Curator
Himachal State Museum
Shimla-4

Signature: *Punam Chauhan*
Name: Ms. Punam Chauhan
Assistant Professor
Department of History

Signature: *Punam Chauhan*
Name: PUNAM CHAUHAN
1/12/2022

Address: St. Bede's College
Shimla-171002 (H.P.)
St. Bede's College
History Department

Address: Himachal State Museum,
Shimla-171004 (H.P.)

Signature: *Sr. Reena Murthy*
Name: SR.REENA MURTHY

Signature: *Neeraj Thakur*
Name: NEERAJ THAKUR

Address: St. Bede's College
Shimla-171002 (H.P.)

Address: Himachal State Museum,
Shimla-171004 (H.P.)

