

Registration Department, Government of Bihar



First Party Name \*

: Not Applicable

Second Party Name \*

ST XAVIERS COLLEGE OF MANAGEMENT AND

TECHNOLOGY

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ST XAVIERS COLLEGE OF MANAGEMENT AND

TECHNOLOGY

Certificate Number

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## MEMORANDUM OF UNDERSTANDING (MOU)

Between

St. Xavier's College of Management & Technology,

Patna, Bihar, India

and

Vidya Vihar Institute of Technology, Maranga, Purnea, Bihar, India

This agreement is made on 7th February 2024 between St. Xavier's College of Management & Technology (hereafter referred to as 'SXCMT'), Digha-Aashiyaana Road, Digha Ghat, Patna-800011, Bihar, as the first party, represented by its Principal, Rev. Fr. Dr. Martin Poras, S.J. and Vidya Vihar Institute of Technology (hereafter referred to as 'VVIT'), BIADA Industrial Growth Centre, Maranga, NH-31, Purnea-854301, Bihar, as the second party represented by its Principal, Dr Kakali Sarkar.

Rev. Fr Dr Martin Poras, S.J.

Principal

St. Xavier's College of Management

& Technology

Digha-Aashiyaana Road Digha Ghat, Patna-800011

PRINCIPAL

St. Xavier's College of Mgmt. & Tech.
Digha Ghat, Patna-800017

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Dr Kakali Sarkar

Principal

Vidya Vihar Institute of Technology BIADA Industrial Growth Centre Maranga, NH-31, Purnea-854301

Principal
Vidya Vihar Institute of Technology
Maranga, Purnia-85430,

## PURPOSE

## Whereas:

- a) St. Xavier's College of Management & Technology is an affiliated college of Aryabhatta Knowledge University, Patna. The college is accredited to NAAC with B++ Grade in the first cycle of accreditation (2022). SXCMT is a coeducational Institution, a Centre for life-oriented, affordable and professional quality higher education. As Jesuit educators, our strong concern is to aid the development of the WHOLE PERSON who will be fully human, fully Indian and truly modern, open to God and to all people.
- b) St. Xavier's College of Management & Technology (herein referred to as SXCMT) is desirous to associate with Vidya Vihar Institute of Technology on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

#### Whereas:

- c) Vidya Vihar Institute of Technology, an institute recognized for its academic rigor and diverse educational programs, is continually seeking ways to enhance the educational experience of our students. In line with the encouragement from the Department of Education, Government of Bihar, we are exploring partnerships with renowned higher education institutions to broaden our academic and cultural horizons.
- d) Vidya Vihar Institute of Technology (herein referred to as VVIT) is desirous to associate with St. Xavier's College of Management & Technology 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.

Rev. Fr Dr Martin Poras, S.J.

Principal

St. Xavier's College of Management

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Digha-Aashiyaana Road

Digha Ghat, Patna-800011 PRINCIPAL

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Dr Kakali Sarkar

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Vidya Vihar Institute of Technology BIADA Industrial Growth Centre Maranga, NH-31, Purnea-854301

Princip
Vidya Vihar Institute of Technology
Maranga, Purnia-854301

# NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSS AS THE FOLLOWS:

## 1. OBJECTIVE

e) 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 social involvement activities and college Extension programs for the promotion and the development of their respective areas of interest.

# 2. METHOD FOR ACHIEVING THE OBJECTIVES

f) 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 COOPERATION

- g) Whereas, SXCMT and VVIT 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 undertake the following activities with the approval of the authorized signatories:
  - Cultural Exchange Programmes: These programs would allow students from both institutions to experience and appreciate diverse cultural backgrounds, enhancing their global understanding and interpersonal skills.
  - ii. Student Exchange: This initiative would provide students from both SXCMT and VVIT the opportunity to study at the partner institution for a short period (upto 2 weeks), thereby enriching their academic experience and exposure.
  - iii. Students Training and Placement: Joint training sessions, workshops and seminars led by experts from both institutions could greatly benefit out students. Moreover, collaborating on placement efforts could expand opportunities for our students and foster a stronger network between our institutions.
  - iv. Student/ Faculty Exchange: Students/ Faculty can be given an opportunity to travel among parties to participate in activities / events that will enhance their international/intercultural experience and knowledge.

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Principal
Vidya Vihar Institute of Technology
Maranga, Purnia-854307

NAAC Preparation: To help out in the preparation of SSR and other NAAC related V. activities.

## 4. FUNDING

- h) 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.
- i) Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the university, which shall provide every help necessary for them to obtain safe, convenient lodging arrangements.
- j) 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.
- k) Students, professors and officers must acquire a medical insurance policy. The universities may offer them advice in seeking appropriate insurance.

# 5. NO EMPLOYMENT RELATIONSHIP

1) 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.

# 6. CREDIT/CERTIFICATION:

- m) Credits and grades shall be awarded in accordance with the academic achievement policies in force 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.
- n) The Host Institution shall issue a certification recognizing the grades obtained, as well as the hours invested or projects/papers completed by the students.

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Dr Kakali Sarkar

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Principal Vidya Vihar Institute of Technology Maranga, Purnia-85430 .

## 7. RIGHTS AND DUTIES:

- o) The Host 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.
- p) The institutions shall act as facilitators, but they will have no obligation whatsoever in terms of the actions, behaviors or financial aspects of the students/ participants involved in the exchange.
- q) 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 in the host country. Any violation of the laws of the receiving country 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.
- r) 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

s) The agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.

#### 9. TERM:

- t) 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.
- u) 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:

v) 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

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such end by each institution/ university. Either party may propose to the other a modification of the Agreement at any time in writing.

## 11. ACTION PLANS:

- w) 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 Institution/university, and which shall define the following aspects.
  - i. Foundation or considerations that warrant the plan for inter-institutional collaboration;
  - ii. Objective of the action plan for inter-institutional collaboration;
  - iii. General conditions of the plan;
  - iv. Academic conditions of the plan;
  - v. Administrative and organizational conditions of the plan;
  - vi. Duration of the protocol;
  - vii. Intellectual property;
  - viii. Differences between the parties;
    - ix. Development of the collaboration project;
    - x. Project and/or program to be carried out;
    - xi. Financial budget;
  - xii. Reference to the subject of medical insurance and information.

## 12. CONFIDENTIALITY:

x) 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:

y) 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 signature. The parties may not assign, in whole or in part, the performance of the present

F/2/2024 Rev. Fr Dr Martin Poras, S.J.

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OT/02/24

Dr Kakali Sarkar

Principal Vidya Vihar Institute of Technology BIADA Industrial Growth Centre Maranga, NH-31, Purnea-854301

Principal Vidya Vihar Institute of Technology Maranga, Purnia-854301

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.

Rev. Fr Dr Martin Poras, S.J.

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St. Xavier's College of Mgmt. & Tech. Digha Ghat, Patna-800011

Date: 7th February 2024

Dr Prakash Upadhyay

Coordinator, Dept. of Computer Science

St. Xavier's College of Management

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Digha-Aashiyaana Road

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Principal

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Principal

Vidya Vihar Institute of Technology Maranga, Purnia-85430

Date: 7th February 2024

Nodal Officer, Institutional

Collaborations

Vidya Vihar Institute of Technology BIADA Industrial Growth Centre Maranga, NH-31, Purnea-854301

> CHAIRMAN INDUSTRIAL RELATIONS SELE

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