





Don Bosco College Tura, Meghalaya West Garo Hills

India



04AA 018177

Loyola College

Willaimnagar, Meghalaya East Garo Hills India

## MEMORANDUM OF UNDERSTANDING (MoU)

Between

Don Bosco College, Tura

West Garo Hills, Meghalaya, India

And

Loyola College, Williamnagar East Garo Hills, Meghalaya, India

This Agreement is made on 03.03.2022 between Colleges of Don Bosco College, Tura Meghalaya, affiliated to North Eastern Hills University, Shillong represented by its Principal Rev. Fr. Bivan Rodriques Mukhim SDB (hereinafter referred to as "DBC") as the first party and Loyola College, Williamnagar, Meghalaya, also affiliated to North Eastern Hill University represented by its Principal Rev. Fr. (Dr.) Sunny Augustine S.J (herein after referred to as "LCW") as the second party.

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#### PURPOSE

#### Whereas

- a) Don Bosco College, Tura, Meghalaya is located in sylvan surroundings, against the background of the imposing Tura peak and overlooking a vast expanse of hills, valleys, plains and rivers. The college was established by the Salesians of Don Bosco in 1987 to serve the cause of higher education for the people of Garo Hills in particular and North East India in general. Don Bosco College, Tura is a registered society and is permanently affiliated to North Eastern Hill University (NEHU) for Degree Courses in Arts, Science and Commerce. The College is recognized by UGC and has been awarded 'B' Grade by the National Assessment and Accreditation Council (NAAC). Presently there are over 100 teaching and non-teaching staff members and over 3000 plus students in the campus. With the Motto: 'Pursuit of Excellence' the College strives towards imparting education to all the students of the NorthEast
- b) DBC is desirous to associate with LCW on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

#### Whereas

- c) Loyola College, Williamnagar an Institution of higher learning managed and operated by the members of the Kohima Region of the Society of Jesus. It draws its inspiration from the person and teachings of Jesus Christ and the rich educational tradition of the Society of Jesus.
  - Loyola college was started in 2013 in Williamnagar because the East Garo Hills was identified as one of the districts in the country with the least enrolment. The college has an overwhelming number of first generation learners. Jesuit education lays emphasis on the wholestic education of the chld. A student who joins Loyola College, Williamnagar automatically becomes an integral part of the worldwide network of globally reputed educational institutions of excellence, administered and managed by the Society of Jesus. Loyola College has a green campus with over fifty dedicated teaching faculty and a concerted determination to develop Loyola into a truly upto-date institution of higher learning, like several well-known Jesuit colleges in the country.
- d) LCW is desirous to associate with DBC on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

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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:

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 and researchers for the promotion and 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 CO-OPERATION:

- g) Whereas, DBC and LCW 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:
  - Research Collaborations: Faculty/Researchers/Students of DBC and î. LCW 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 ioint research centers etc.
  - Faculty Exchange with Partner Universities: Faculty members of DBC and LCW 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,

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Fr (Dr) Sunny Augustine SJ Principal Loyola College, Williamnagar delivering lectures, teaching a course, taking a sabbatical, acquiring skills for institutional governance and developing collaborative research etc.

iii. Student Exchange with Partner Universities: Students can be given an opportunity to travel among parties to participate in activities/events that will enhance their international / intercultural experience and knowledge.

iv. 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 university which would enable the students understanding on a global perspective.

v. 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 parties; sharing of e-content between the parties; access to library and repository services, if possible.

vi. Conduct cultural projects, study tours, as mutually agreed in writing between the parties prior to commencement of this activity.

 To provide summer training for PG students during their course and providing professional manpower to support the programme.

• Provide academic interaction by delivering special lecturers at DBC & LCW.

 Organizing and participating in joint Symposia/ Conferences/ Workshop/ Short term refresher courses.

 Promoting of peace building, Faculty Development, startups, entrepreneurship development and student development.

#### 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

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PRINCIPAL DON BOSCO COLLEGE TURA-794 002 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 remainin force between the employing institution and its respective personnel.

#### 6. CREDITS / ACCREDITATION:

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 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:

o) The host university / Institution is committed to counseling and supporting exchangestudents 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 University / Institution

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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.

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) This 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 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:

- 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 university / Institution, and which shall definethe following aspects:
  - Foundations or considerations that warrant the plan for inter-institutional collaboration:
  - Objective of the action plan for inter-institutional collaboration; ii.

iii. General conditions of the plan;

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- 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:

x) 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.

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Fr (Dr) Sunny Augustine SJ Principal Loyola College, Williamnagar 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. Bivan Rodriques Mukhim SDB

Principal

Don Bosco College, Tura

Meghalaya, India

PRINCIPAL DON BOSCO COLLEGE TURA-794 002

Rev Fr (Dr) Sunny Augustine SJ Principal Loyola College, Williamnagar Meghalaya, India

Witnesses

Rev. Fr. John Paul Tirkey SDB

Principal

Representative of Don Bosco College

Tura

Meghalaya- India

Dr Petevillie Chasie PhD

Asst Prof of History

Representative of Loyola College

Williamnagar, East Garo Hills

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