

2016-17

RENEWAL OF MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITY OF NAMUR,  
RUE DE BRUXELLES 61, 5000 NAMUR, BELGIUM

AND

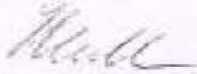
ST. XAVIER'S COLLEGE (AUTONOMOUS),  
30 MOTHER TERESA SARANI, KOLKATA - 700016, INDIA

In order to continue to promote collaboration between University Of Namur, having an address at Rue De Bruxelles 61, 5000 Namur, Belgium and St. Xavier's College (Autonomous), having an address at 30 Mother Teresa Sarani, Kolkata - 700016, India, the two institutions desire hereby to record their consent to the extension of the Memorandum of Understanding signed on 7th day of October, 2011.

The extended effective term of the Memorandum of Understanding shall be for a period of five years, effective as of the date of execution by the appropriate officers of each signatory institution. The Clauses of the Agreement remain unchanged.

In witness hereof, the duly authorized representative of each institution agrees to the provisions of this document.

On behalf of  
University of Namur



Prof. Y. Pouillet  
Rector

Date

15.09.2016



UNIVERSITÉ  
DE NAMUR

On behalf of  
St. Xavier's College (Autonomous)



Dr. J. Felix Raj, S.J.,  
President

Principal  
ST. XAVIER'S COLLEGE  
(Autonomous)  
30 MOTHER TERESA SARANI  
KOLKATA - 700 016

Date 07/09/2016.

## STUDENT EXCHANGE AGREEMENT

This Agreement is made on the Seventh day of September, 2016.

**BETWEEN** St. Xavier's College (Autonomous), having an address at 30 Mother Teresa Sarani (Park Street), Kolkata – 700016, INDIA (hereinafter referred to as 'St. Xavier's College, Kolkata')  
**AND** the University of Namur, having an address at Rue de Bruxelles 61, 5000 Namur, Belgium (hereinafter referred to as 'University of Namur')

**WHEREAS** St. Xavier's College, Kolkata and University of Namur recognizing the value of international cooperation, have agreed to establish a Student Exchange Programme and in accordance with Clause 4 of the Memorandum of Understanding entered into by the Parties on Oct 7, 2011 (hereinafter referred to as 'the MOU') The present Agreement is intended to promote academic collaboration through student exchanges, and should be read in conjunction with the MOU. Where conflicting clauses exist between this Agreement and the MOU, this Agreement shall take precedent as a substantive legally binding agreement.

**NOW IT IS HEREBY AGREED** as follows:

### A. DEFINITIONS

In this agreement unless the context implies otherwise:

- (i) "exchange" shall mean a one-for-one exchange of students from each university;
- (ii) "exchange students" shall mean students participating in the student exchange program;
- (iii) "home institution" shall mean the university at which the student intends to graduate;
- (iv) "host institution" shall mean the university which has agreed to receive the exchange students from the home institution;
- (v) "studying at the host institution"; and "student exchange programme" shall mean the student exchange program established herein.

### B. NUMBERS OF STUDENTS

St. Xavier's College and University of Namur will exchange up to the equivalent of two (2) full year students each academic year during the term of this agreement, unless this number is varied by mutual agreement in writing. Either party may send a student for one semester rather than a full academic year. Two students enrolling for one semester each will be equivalent to one student enrolling for one academic year.

Both parties will review the programme annually to maintain a well-balanced exchange.

The structure of the academic year for St. Xavier's College, Kolkata and University of Namur is described in Schedule 1A to this Agreement.

### C. SELECTION OF PARTICIPANTS

The home institution will screen its applicants for the student exchange programme in accordance with the home institution's programme regulations and the host institution's entry standards, as described in Schedule 2A. The home institution will send the applications to the host institution by the date specified by the host institution. The required supporting documents are listed in Schedule 2B. The host institution reserves the right to make the final decision on the admission of students nominated for the student exchange programme.

The following guidelines will apply to all exchange students:

- a) Exchange students shall undertake academic programmes at the host institution, developed in consultation between the home and the host institution, as full time, non-degree status students at a level, undergraduate or graduate, determined by the host institution. The host institution reserves the right to exclude students from restricted enrolment programmes. The specific programme established for each student shall be confirmed through a learning agreement which is signed by the student, the host institution and the home institution.
- b) Exchange students must have completed at least two years of tertiary studies at the home institution prior to commencing studies at the host institution.
- c) The host institution may impose language requirements and/or other admission requirements.
- d) Any academic credit earned at the host institution may be transferred back to the home institution in accordance with procedures determined by the latter.
- e) Upon completion of the year or semester at the host institution, the exchange students must return to the home institution unless an extension of stay has been approved by both the home and host institutions.
- f) The acceptance of a graduate research student is subject to the availability of a suitable host institution supervisor and resources.

#### D. RESPONSIBILITIES OF ST. XAVIER'S COLLEGE, KOLKATA

St. Xavier's College, Kolkata will agree to accept the prescribed number of exchange students and to enrol them as full time, non-degree students of St. Xavier's College, Kolkata for the two regular semesters of the academic year or for one semester only (as applicable). St. Xavier's College, Kolkata will assist University of Namur's exchange students, as far as possible, in arranging accommodation and will provide appropriate assistance in matters of health, language and local custom that may arise. At the end of the academic year, St. Xavier's College, Kolkata will send to University of Namur an official transcript of credits for each exchange student from University of Namur studying at St. Xavier's College, Kolkata. For exchange students from University of Namur studying at St. Xavier's College, Kolkata for Michaelmas Term only, St. Xavier's College, Kolkata will send University of Namur an official transcript of credits after the end of Michaelmas Term.

#### E. RESPONSIBILITIES OF University of Namur

University of Namur will agree to accept the prescribed number of exchange students and to enrol them as full time, non-degree students for the two regular semesters of the academic year or for one semester only (as applicable). University of Namur will assist St. Xavier's College, Kolkata's exchange students, as far as possible, in arranging accommodation and will provide appropriate assistance in matters of health, language and local custom that may arise. At the end of each academic semester or academic year, University of Namur will send to St. Xavier's College, Kolkata an official transcript of credits for each exchange student from St. Xavier's College, Kolkata studying at University of Namur.

#### F. RESPONSIBILITIES OF EXCHANGE STUDENTS

Exchange students will be responsible for:

- (a) applying for and obtaining the appropriate visa (host institution to provide necessary documents);

- (b) applying for and obtaining appropriate insurance. Exchange students are advised to take out travel insurance and insurance for medical treatment and hospitalisation in the host country before leaving home, and
- (c) complying with the same academic and disciplinary regulations as other students attending the host institution, in addition to adhering to the home institution's standards of conduct.

#### G. FINANCES

All exchange students must register/enrol and pay tuition and other fees to the home institution. They will not be required to pay any examination fee, tuition fees or other mandatory academic related fees to the host institution. The use of non-academic or non-obligatory facilities, services and functions at the host university may require the payment of fees by the exchange student. The enrolment in non-obligatory programs at the host university, such as the Semester Start-up Programme in St. Xavier's College, Kolkata, which is an optional programme, will require the payment of fees by the exchange student.

Exchange students will be responsible for:

- (a) Accommodation, meal and travel expenses;
- (b) Medical insurance and medical expenses;
- (c) Textbooks, clothing and personal expenses;
- (d) Passport and visa costs;
- (e) Non-compulsory incidental fees; and
- (f) All other debts incurred during the period of exchange.

#### H. GOVERNING JURISDICTION

This Agreement and all matters arising of or relating (including without limitation, its enforceability), are governed by the laws applicable in the country in which the matters giving rise to dispute took place.

#### I. INTELLECTUAL PROPERTY

Ownership of intellectual property created by exchange students as part of their enrolment at the host institution will be governed by the host institution's policy on ownership of intellectual property.

#### J. INDEMNITY AND INSURANCE

Each party, to the extent allowed by applicable law, agrees to indemnify the other party against all expenses, losses, damages, costs, claims, suits and proceedings sustained or incurred by the other party as a direct result of a breach of this agreement by, or the negligence of, the first party.

Each Party will maintain adequate insurance to ensure that exchange students visiting host institutions will be provided with the same level of insurance cover as all students attending the host institution.

#### K. COMPLIANCE

Both parties will comply with all relevant laws in the jurisdiction in which it is in situ and all visiting scholars shall comply with all relevant laws in the jurisdiction of the host Party.

Each party will comply with relevant national regulations and guidance of their respective countries regarding quality assurance of collaborative activities.

L. NO AGENCY

Nothing in this SEA gives rise to a relationship of agency between the parties.

M. NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

Nothing in this SEA shall be relied upon to construe a joint venture, partnership or employment relationship between the Parties.

N. NO TENANCY OR INTEREST IN PROPERTY

Nothing in this SEA shall create or shall be construed to create any tenancy or to confer or be construed to confer upon one Party any interest in any, all or part of the grounds, building or premises of the other Party.

O. CONFIDENTIALITY

- 1.1. The Parties recognise that the delivery of the Programmes may require the transfer of Confidential Information (as more particularly defined below) between the Parties.
- 1.2. Subject to St. Xavier's College, Kolkata's obligations pursuant to the Freedom of Information Act 1997 (as amended), the Universities Act 1997 and applicable law, neither Party shall, during this Agreement or after its termination, disclose the other's Confidential Information to any other party or parties.
- 1.3. Subject to St. Xavier's College, Kolkata's obligations pursuant to the Freedom of Information Act 1997 (as amended), neither Party shall use such Confidential Information for any purpose except as permitted in this Agreement and shall not disclose such confidential information to any third party except as permitted by this Agreement. If St. Xavier's College, Kolkata is, subject to the Freedom of Information Act 1997 (as amended), requested to provide information or materials relating to or referring to University of Namur, St. Xavier's College, Kolkata shall, in good time prior to any disclosure, inform University of Namur and give University of Namur the opportunity to make appropriate representations or take such action as it feels necessary to attempt to secure that the information is kept confidential.
- 1.4. The term "Confidential Information" shall mean all information and materials exchanged between the Parties other than information explicitly declared as non-confidential by the disclosing Party.
- 1.5. The term "Confidential Information" shall not include information on materials:
  - 1.5.1. which were in the public domain at the time of disclosure; or
  - 1.5.2. which after disclosure have become part of the public domain through publication or otherwise, except by breach of this Agreement; or

- 1.5.3. which the recipient can demonstrate, based on written records, was already in its possession prior to its disclosure under this Agreement; or
- 1.5.4. which the recipient receives from an independent third party which has the right to disclose it to such party; or
- 1.5.5. which are subsequently and independently developed by employees of the receiving Party (as evidenced by the receiving Party's written records) who had no knowledge of the disclosed information.

1.6. The obligations of confidentiality herein shall not apply to any information or materials to the extent that such information or materials:

- 1.6.1. are required to be disclosed by law or appropriate government agency provided that the receiving Party informs the disclosing Party as soon as possible and the disclosing Party is given the opportunity, if time permits, to make appropriate representations or take such action as it feels necessary, at its cost, to attempt to secure that the information is kept confidential;
- 1.6.2. are reasonably required to be disclosed to professional advisors;
- 1.6.3. have been approved in writing for publication by the Parties.

P. DATA PROTECTION

Both Parties agree to fulfil their respective obligations under this Agreement in accordance with the Data Protection Act 1988 (as amended by the Data Protection Amendment Act 2003) or equivalent legislation in relation to the safe keeping of personal data.

Q. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

This SEA shall remain in force for a period of three (3) years from the execution date at the beginning of this SEA, with the understanding that it may be terminated by either Party giving twelve months notice to the other Party in writing.

This SEA may only be renewed if, after a review process between the parties, the parties agree in writing to renew it. This SEA may be amended by the exchange of letters between the two parties. Such amendments, once approved by both Parties, will become part of this SEA. Neither Party may assign this SEA or any right under this SEA without the prior written consent of the other Party.

R. NOTICES

Any notice or other communication to any party hereto (whether required or permitted to be given under or in connection with this Agreement) shall be in writing and shall (at the option of the party giving the notice) be sent by prepaid post to the address set out under its name below, or to such other address as is from time to time notified to the party giving the notice in compliance with the provisions of this clause R:

**St. Xavier's College, Kolkata**

Address: 30 Mother Teresa Sarani (Park Street),  
Kolkata – 700016, INDIA

**University of Namur**

Address: Rue de Bruxelles 61, 5000 Namur, Belgium

Any notice or communication referred to in this SEA shall be deemed to have been served, if sent by prepaid post, 48 (forty eight) hours after sending.

**S. FORCE MAJEURE**

If either party to this Agreement is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure and if such party gives written notice thereof to the other party specifying the matters constituting Force Majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, then the party in question shall be excused the performance or the punctual performance as the case may be as from the date of such notice for so long as such cause of prevention or delay shall continue.

**T. ENTIRE AGREEMENT**

This Agreement and related Schedules contains the whole agreement between the parties relating exclusively to student exchange programmes and supersedes all previous agreements between the parties in relation to student exchange programmes. No amendment, variation or waiver of this Agreement shall be effective unless set out in writing and duly executed by each of the parties.

**U. SECTION HEADINGS**

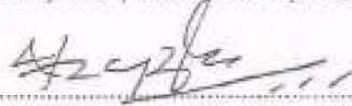
Headings contained in this SEA are for reference purposes only and shall not be deemed to be an indication of the meaning of the clause to which they relate.

**V. DISPUTE RESOLUTION**

Any dispute arising out of or in connection with this Agreement which cannot be resolved by amicable discussions between the Parties shall be referred to the Presidents of the Parties or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between St. Xavier's College, Kolkata and University of Namur.


IN WITNESS whereof this SEA has been duly executed on the date shown at the beginning of this SEA.

Signed by a duly authorised representative of St. Xavier's College (Autonomous), Kolkata

  
.....  
Dr. J. Felix Raj, S.J.,  
Principal

Witness:

Name:

  
.....  
Dr PANCHALI SEN

Address:


30, Mother Teresa Sarani  
Kolkata - 700016.

Occupation:

Associate Professor and Dean.

Signed by duly authorised representative of University of Namur



  
.....  
Prof. Y. Poulet  
Rector

Witness:

Name:

  
.....  
Henrich Brunk

Address:

Rue de la Colline 90  
B-5000 Namur

Occupation:

International Relations Office



UNIVERSITÉ  
DE NAMUR



**SCHEDULE 1A STRUCTURE OF ACADEMIC YEAR**

**St. Xavier's College, Kolkata**

**SEMESTER**

July to December

Semester I

January to May

Semester II

**University of Namur**

**SEMESTER**

September to January

Semester I

February to June

Semester II

**SCHEDULE 1B OFFICIALS AT UNIVERSITIES**

<b>St. Xavier's College (Autonomous)</b> Dean, International Studies and Programmes	<b>ACTIVITY</b> <b>Administration of SEP</b>	<b>University of Namur</b> International Relation's Office
Office of the International Studies and Programmes	<b>Application &amp; Registration</b>	International Mobility Office
Vice-Principal, Respective Departments	<b>Academic Counselling</b>	Secteur Social
Superintendent, St. Xavier's College Hostel	<b>Halls &amp; Other Accommodation</b>	Housing Office
Dean, International Studies and Programmes	<b>Orientation &amp; Welfare</b>	International Mobility Office
Dean, International Studies and Programmes	<b>Official Visits &amp; Academic Links</b>	International Relation's Office

## SCHEDULE 2A SELECTION CRITERIA

The home university must ensure that the exchange student should:

- a. be registered as a full-time undergraduate student of the home university
- b. have successfully completed at least:
  - (i) one semester of study at the home university upon application for the Student exchange; and
  - (ii) two years of study at a recognised third level institution upon admission to the host university.
- e. propose an appropriate programme of study at the host university;
- f. show the aptitude, motivation and maturity to thrive in the environment at the host university; and
- g. have sufficient funds for all fees, personal and living expenses for the duration of the study abroad at the host university.

## SCHEDULE 2B SUPPORTING DOCUMENTS AND OTHER PREREQUISITES

- a. University of Namur students applying for admission as an exchange student must submit to St. Xavier's College, Kolkata:
- (i) the application form;
  - (ii) documentary proof of nationality;
  - (iii) transcript of academic record;
  - (iv) academic statement;
  - (v) letter of recommendation;
  - (vi) passport sized photograph; and
  - (vii) documentary proof they are nominated by University of Namur for the exchange programme.
  - (viii) English language proficiency (minimum score 72IBT TOEFL or 6.0 IELTS) required only for semester long exchange programmes.
- b. SXC students applying for admission as an exchange student must submit the required documents which are decided by University of Namur:
- (i) the application form
  - (ii) documentary proof of nationality
  - (iii) transcript of records from previous studies
  - (iv) documentary proof that they are nominated by SXC for the exchange programme.
  - (v) A certificate proving your level of French (at least B1 on the Common European Framework of Reference for Languages - CECR) if the learning agreement contains one or more courses taught in French.
  - (vi) Proof of health insurance (such an insurance can also be supplied by the University of Namur if necessary)
  - (vii) Preliminary learning agreement/study programme.

**SCHEDULE 3A FINANCIAL RESPONSIBILITY OF EXCHANGE STUDENTS**

- a. tuition, mandatory academic and obligatory fees at their home university. Correspondingly, these fees will be waived at the host university;
  - b. medical/health insurance. Exchange students will have access to the host institution's health services and will be required to carry adequate health insurance;
  - c. obligatory expenditure required in the country of the host university;
  - d. journey to and from the country of the host university;
  - e. personal and living expenses, including accommodation and food; and
  - f. any debts/costs of damages incurred for the duration of their study abroad.
-