



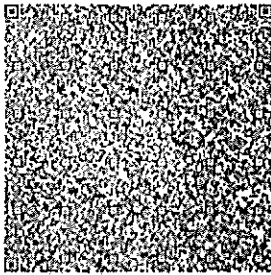
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INDIA NON JUDICIAL
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Pondicherry
Distance Course

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Unique Doc. Reference : SUBIN-PYPYSHIMP1725818446789723P
Purchased by : PONDICHERRY UNIVERSITY DDE
Description of Document : Article 5 Agreement or Memorandum of Agreement
Property Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : PONDICHERRY UNIVERSITY DDE
Second Party : St XEVIER COLLEGE KOLKOTTA
Stamp Duty Paid By : PONDICHERRY UNIVERSITY DDE
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



From 24/3/2017
for 3yrs / March
To be renewed 2020

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BIPARTITE AGREEMENT BETWEEN PONDICHERRY UNIVERSITY, PUDUCHERRY AND ST. XAVIER'S COLLEGE KOLKATA EDUCATIONAL TRUST, KOLKATA WITH RESPECT TO TWINNING PROGRAMME

M. Ramachandran
REGISTRAR i/c
PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.

This Agreement made on this 24th day of March 2017 between PONDICHERRY UNIVERSITY, PUDUCHERRY a Central University, established by an Act of Parliament (No.53 of 1985) having its office and campus at R. Venkataraman Nagar, Kalapet, Puducherry - 605 014, hereinafter called the "PU" represented by its REGISTRAR, which shall include the successors to the office of the REGISTRAR, on the one part,

AND

ST. XAVIER'S COLLEGE KOLKATA EDUCATIONAL TRUST, KOLKATA hereinafter called "SXCKET" represented by its SECRETARY which shall include the successors to the office of the SECRETARY, on the other part (hereinafter jointly referred to as "parties").

Whereas the University has agreed to conduct its Distance Education programme under the ambit of its Directorate of Distance Education under the Twinning programme concept.

Whereas the Institution has agreed to conduct the DDE programme of the University in ST. XAVIER'S COLLEGE(AUTONOMOUS) CAMPUS, KOLKATA as a Partner Institution of the University.

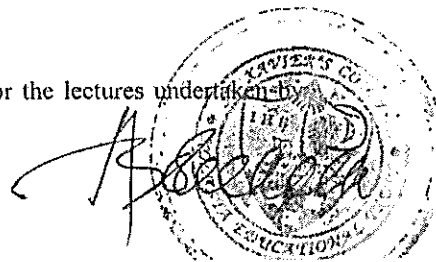
Now, therefore, both parties have agreed for the conduct of the Distance Education programmes under the twinning programme concept on terms and conditions appearing herein under and as indicated in the Appendix attached to and forming part of this Agreement.

SECTION A

1. Obligations of the Institution

- 1.1 Shall identify and indicate appropriate programmes of Directorate of Distance Education of the PU needed by the student community.
- 1.2 Shall meet all expenses incurred in connection with release of admission notification in leading dailies and magazines and print of Prospectus.
- 1.3 Shall take steps to enable the students to enrol for the PU programmes, give confirmed admissions to the desirous students thus enrolled based on the eligibility criteria prescribed by the PU and also issue identity cards to the students.
- 1.4 Shall send to the PU a complete list of admitted students along with the original applications with certificates for verification. The SXCKET should provide soft copy of data along with original application forms.
- 1.5 Shall render all logistic support to the registered students and coordinate all relevant programme/s related work in SXCKET.
- 1.6 Shall provide all pre-admission and post-admission services to the students on the basis of specific requirements of each programme as agreed upon through exchange of roles between the SXCKET and the PU.
- 1.7 Shall select and engage appropriately qualified Resource Persons for the smooth conduct of all the programmes ensuring standards.
- 1.8 Shall pay the Resource Persons the stipulated honorarium for the lectures undertaken by them.

M. Ramakrishnan
REGISTRAR i/c
PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.



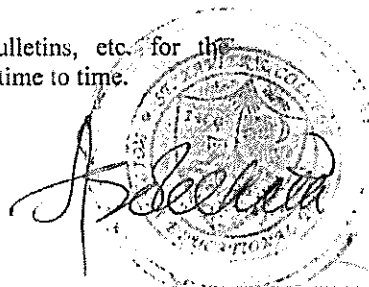
- 1.9 Shall make arrangements for the smooth conduct of the examinations under direct supervision of the PU. The personnel involved in the conduct of examination shall be paid as per norms of the Directorate of Distance Education of the PU.
- 1.10 Shall submit examination application forms as prescribed by the PU duly filled up by the candidates to the PU well in advance.
- 1.11 Shall issue the Examination –Admit Card and Time-Tables to the candidates at least three days before the commencement of the PU Examinations.
- 1.12 Shall ensure whether the sealed question paper packets for all the courses offered by the PU have been received well in advance of the commencement of the examinations and if not, to bring it to the notice of the Directorate of Distance Education, Pondicherry University for follow up action. Strict confidentiality of the question papers and answer scripts shall be ensured.
- 1.13 Shall ensure the smooth conduct of the examination and despatch of answer scripts within 2 days on completion of the examinations.
- 1.14 Shall direct all the admitted students to pay the fees at the time of admission in the **Indian Bank** where the Finance Officer, Pondicherry University shall operate an account.
- 1.15 Shall provide to students Challans in Quadruplicate for the payment of Tuition Fees and other related fees etc.
- 1.16 Shall provide the Application Form, Prospectus, Bulletins etc. for the programme/s to be launched. The SXCKET should obtain approval from University before issuing to students and shall not insist the PU for payment.
- 1.17 Shall provide all administrative support and all the infrastructural facilities that may include class rooms, tables, chairs, over-head projectors, TV, VCR, Computers, etc. for the conduct of the programmes.
- 1.18 Shall create Fax and E-mail facility in the institution to facilitate rapid communication with the PU.
- 1.19 Shall seek approval of the PU for all the publicity material developed by the SXCKET to be displayed through different media like Press, TV, Radio, etc.
- 1.20 Shall extend full co-operation to the Officers of the PU who visit the Institution to monitor the programmes at various stages.
- 1.21 Shall bind SXCKET the various regulations stipulated in the prospectus.
- 1.22 Shall conduct Spot Admissions for PU for the conventional programme of Directorate of Distance Education as long as SXCKET conducts the Twinning programme. The remuneration will be paid on par with other Spot Admission Centers.

SECTION B

2. Obligations of PU

- 2.1 Shall provide the content of application forms, prospectus, bulletins, etc. for the programmes to be conducted as prescribed/approved by the PU from time to time.

M. Ramachandran
REGISTRAR i/c
PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.



- 2.2 Shall provide Study Material, Syllabi and Model Question Paper for the courses wherever necessary and shall despatch all the materials as per the arrangements finalized with the SXCKET.
- 2.3 Shall ordinarily conduct two examinations every year i.e. Main and Supplementary.
- 2.4 Shall finalise the exam dates and intimate it to the SXCKET well in advance.
- 2.5 Shall despatch questions papers to the SXCKET well in advance of the commencement of the examinations.
- 2.6 Shall despatch the time-table, hall tickets, galley sheet, date-war (seating arrangement), the blank answer books, additional answer books and other required stationery items to the SXCKET well in advance.
- 2.7 Shall make surprise inspection of the SXCKET on the conduct of the classes, inspection of accounts etc.
- 2.8 The PU Observer shall be present during the examination. There will also be surprise visits by the PU teams during the exams.
- 2.9 Shall evaluate the answer scripts, announce the results and award Certificates/Degrees to students who have successfully completed the programmes.
- 2.10 Shall transfer the funds pertaining to the share of SXCKET 30 days after the admission is over and the other receipts once in every month.
- 2.11 Shall bind Directorate of Distance Education of PU the various regulations stipulated in the Prospectus.
- 2.12 The following fee concessions which are provided by the PU will be given to the students of SXCKET under twinning programme:

100% Tuition fee Concession is extended to Physically Challenged persons.

50% Tuition fee concession is extended to:

- Defence Personnel in Indian Armed and Paramilitary Forces
- Widows • Deserted Women • Prisoners • Transgenders

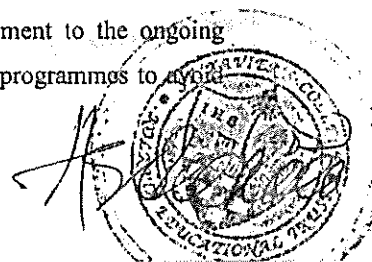
A person could avail the benefit under any one of the aforesaid categories only. Such candidates should enclose certificate of proof from competent authority.

GENERAL

3.1 Termination

The agreement may be terminated at any time by mutual consent in writing and in cases the parties do not agree, the Agreement may, under the said circumstances be terminated by any of the parties by giving 30 days advance notice in writing to the other party. Such termination shall be effective in the manner specified in the said notice and shall be without prejudice to the claims which any of the parties may have against the other on the termination of this Agreement in the manner aforesaid. Such Termination shall also be without detriment to the ongoing programmes and the enrolled students shall be enabled to complete their programmes to avoid hardship.

REGISTRAR /c
PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.



3.2 Duration and Renewal of Agreement

This agreement shall be valid for a period of **three years effective from 24th March 2017.** During the period this Agreement is under operation, it can be terminable on a month's notice by either side. However, students shall be allowed to complete their programme of study and appear in the relevant examinations and the obligations of the respective parties shall continue to be in force during such period irrespective of termination of the agreement. This Agreement may be renewed by mutual consent on completion of the Three Year period.

3.3 Amendment to the Agreement

During the operation of the Agreement, if circumstances arise for alteration or modifications of this Agreement, such modifications / alterations can be carried out by mutual discussion and agreement in writing.

3.4 Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions and/or provided on the occurrence and cessation of any such event party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

3.5 Jurisdiction

All legal disputes shall be subjected to the jurisdiction of the courts in Chennai, State of Tamil Nadu, only.

3.6 Arbitration

Except as herein before provided, any dispute arising out of this Agreement or relating to its interpretation, the same shall be referred to the arbitration by the Arbitral Tribunal consisting of one arbitrator to be appointed by each party to the Agreement and the decision of such arbitrators shall be final and binding on all parties. The venue of arbitration shall be at such place as may be fixed by such arbitrators and the arbitration proceedings shall take place under the Arbitration and Conciliation Act, 1996 and any modification or re-enactment thereof. The place of Arbitration shall be Puducherry/Madras and language of Arbitration shall be English.

G. Ramachan
REGISTRAR i/c
PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.



3.6 Any of these conditions in this Agreement can be relaxed by the University for reasons deemed appropriate, fit and necessary to achieve the objectives herein with the approval of the University authorities.

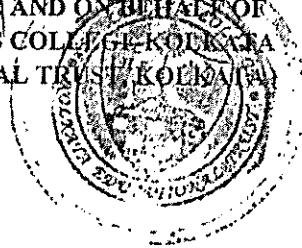
In witness whereof the parties hereto have signed and executed this Agreement at Puducherry on the 24th March 2017.

M. Ramakrishnan

FOR AND ON BEHALF OF
PONDICHERRY UNIVERSITY
PONDICHERRY UNIVERSITY
PONDICHERRY
PUDUCHERRY - 605 014.

A. Sreedharan

FOR AND ON BEHALF OF
ST. XAVIER'S COLLEGE KOVILKOTTA
EDUCATIONAL TRUST, KOVILKOTTA



WITNESSES:

1) *Prasad Singh*

2) *Palaniappan*

WITNESSES:

1) *[Signature]*
(Rev. Fr. Manadots)

2) *[Signature]*
(Rev. Fr. John Britto)

Appendix

This is referred Appendix in the Agreement between the Pondicherry University, Puducherry and the ST. XAVIER'S COLLEGE KOLKATA EDUCATIONAL TRUST, KOLKATA and PONDICHERRY UNIVERSITY, PUDUCHERRY, dated 24th March, 2017 for the conduct of PU Distance Education programmes at ST. XAVIER'S COLLEGE (AUTONOMOUS) CAMPUS, KOLKATA-700016. The programmes to be offered and sharing of fees between Pondicherry University and the Institution are provided hereunder.

MBA PROGRAMMES

Master of Business Administration in Marketing	MBA (Marketing)
Master of Business Administration in Finance	MBA (Finance)
Master of Business Administration in International Business	MBA (International Business)
Master of Business Administration in Human Resource Management	MBA (HRM)
Master of Business Administration - General	MBA (General)
POST GRADUATE PROGRAMMES	
Master of Commerce in Finance	M.Com (Finance)
Master of Arts in English	M.A. (English)
Master of Arts in Sociology	M.A. (Sociology)
Master of Arts in Hindi	M.A. (Hindi)

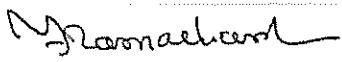
The cost of Prospectus and Application form is fixed at Rs. 500/- for receipt in person. Tuition Fee collected from the students shall be shared by Pondicherry University and St. Xavier's College Kolkata Educational Trust, Kolkata-700016 in the ratio of 50%:50%.


The onetime fee such as Registration fee, Matriculation fee, Recognition fee, University Development Fund, Study Material fee collected from the students at the time of admission will not be subject to sharing and shall be remitted fully into the PU account, within 15 days from the last date of admission.

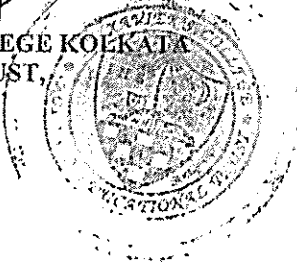
Examination related fees like Exam Application fee/Exam fee/Marks Statement fee/Degree Certificate fee shall be payable by the candidates directly to the PU at the rates as applicable from time to time.

GENERAL CONDITIONS:

1. The introduction of new programme, conduct of the minimum number of classes, minimum percentage of attendance required for permitting the students for the examinations, dispatch of study materials, details of the students enrolled for the programme, the remittance of Tuition Fees and the release of share money in time shall be monitored by the Director, Directorate of Distance Education, Pondicherry University.
2. The Endowment Fee (Refundable) of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) will be paid by The St. Xavier's College Kolkata Educational Trust, Kolkata-700016
3. The period of Agreement for the XCET shall be valid for three years and shall be reviewed later.
4. The Pondicherry University can enter into any agreement with any Institution in the same place, to fulfill the aspirations of the people of the same place, without any restriction of geographical jurisdiction even while the Agreement is in force.


SIGNATURE:
REGISTRAR
PONDICHERRY UNIVERSITY
PUDUCHERRY -605014
REGISTRAR i/c
PONDICHERRY UNIVERSITY
PUDUCHERRY - 605 014.


SIGNATURE:
SECRETARY
ST. XAVIER'S COLLEGE KOLKATA
EDUCATIONAL TRUST,
KOLKATA -700016
(SEAL)



6

PONDICHERRY UNIVERSITY

(A Central University)

DIRECTORATE OF DISTANCE EDUCATION

DR. ARVIND GUPTA
DIRECTOR

Ref: PU/DDE/DIR/2022-23/765

R. V. NAGAR, KALAPET
PONDICHERRY - 605 014

Date: 05-50-2023

To

The Principal
St. Xavier's College (Autonomous)
30, Park Street,
Kolkata-700016

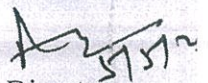
Sir,

Sub: Twinning Programme- **Extension of MOU up to 31-03-2026- Reg.**
Ref: Memorandum of Understanding (MOU) dated 24-03-2017.

With reference to the above cited subject and the Memorandum of Understanding in reference; the University authorities are pleased to renew the Memorandum of Understanding (MoU) with your institution for **three more years up to 31-03-2026** - for conduct of twinning programme.

The Clauses of the Agreement remain unchanged.
This is for your kind information and records.

Yours sincerely


Director