

(8)

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**ST. XAVIER'S COLLEGE (AUTONOMOUS),**  
**KOLKATA**  
**AND**  
**WEST BENGAL STATE UNIVERSITY**

This Memorandum of Understanding is made on the *Friday, 28th June, 2019*

**BETWEEN** St. Xavier's College, having an address at 30, Mother Teresa, Sarani (Park Street), Kolkata – 700016 **AND** West Bengal State University, having an address at Berunanpukuria, P.O. Malikapur, Barasat, North 24 Parganas, Kolkata – 700126

**WHEREAS:**

St. Xavier's College (SXC), Kolkata and West Bengal State University (WBSU), Barasat, North 24 Parganas, recognizing the value of cooperation, have agreed to enter into this Memorandum of Understanding (MOU) regarding academic collaboration. The purpose of this non-binding Memorandum of Understanding (MOU) is to make possible and to institute academic exchange between St. Xavier's College, Kolkata, and West Bengal State University, Barasat, North 24 Parganas, based upon the principles of mutual equality and the reciprocity of benefits.

**Both Parties HEREBY AGREE:**

**A. STAFF PROGRAMME**

Each party will accept visiting faculty members from the other party. Host party will arrange for boarding of the visiting teachers. All other expenses, including the travelling expenses, will be the responsibility of the visiting party.

**B. RESEARCH SCHOLAR PROGRAMME**

Each party will accept visiting research scholars from the other party. Host party will arrange for boarding of the visiting scholars. All other expenses, including the travelling expenses, will be the responsibility of the visiting party.

Subject to availability, the host Party will provide the normal services for visiting scholars including library and laboratory facilities. The host Party will assist the visiting scholar, as far as possible.

**C. JOINT RESEARCH PROGRAMME**

The two Parties will seek opportunities to cooperate in research. The details of specific research proposals will be determined by the mutual agreement of both institutes. The form of cooperation may vary with the goal of each project.

The two Parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual property rights, a further separate written agreement must be entered into in each case in accordance with policies of St. Xavier's College, Kolkata and West Bengal State University, Barasat, North 24 Parganas, on intellectual property.

**D. ACTIVITY EXCHANGE PROGRAMME**

To facilitate academic and cultural interchange, the exchange of research materials, publications and subjective information between the Parties will be encouraged. Each Party will invite the other, when appropriate, to participate in conference, symposia and short visits.

**E. CONSULTANCY**

Both parties will provide ethical consultancy services to each other, subject to approval of both parties.

**F. COMPLIANCE WITH LAWS**

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.

**G. NO AGENCY**

Nothing in this MOU gives rise to a relationship of agency between the Parties.



**H. NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP**

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

**I. NO TENANCY OR INTEREST IN PROPERTY**

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

**J. TERMS OF RENEWAL, AMENDMENT, AND TERMINATION**

This MOU shall remain in force for a period of three (3) years from the execution date at the beginning of this MOU, with the understanding that it may be terminated by either Party giving three months' notice to the other Party in writing. If this agreement is terminated by either party, each party agrees to carry out any obligations and responsibilities assumed prior to the termination date.

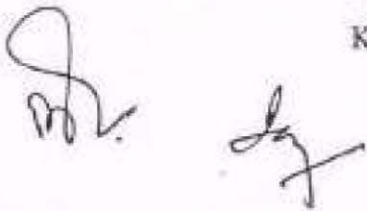
This MOU may only be renewed if, after a review process between the Parties, the Parties agree in writing to renew it. This MOU may be amended by the exchange of letters between the two Parties. Such amendments, once approved by both Parties, will become part of this MOU. Neither Party may assign this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

**K. NOTICES**

Any notice or other communication to any party hereto (whether required or permitted to be given under or in connection with this MOU) shall be in writing and shall (at the option of the Party giving the notice) be sent by registered 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 K:

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

Address: The Office of the Principal  
St. Xavier's College  
30 Mother Teresa Sarani  
Kolkata - 700016



**West Bengal State University**

Address: The Office of the Vice Chancellor  
West Bengal State University,  
Berunanpukuria, P.O. Malikapur,  
Barasat, North 24 Parganas,  
Kolkata - 700126

**L. LEGAL EFFECT**

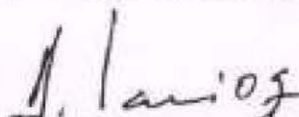
The terms of this MOU represent the current intentions of the Parties as at the time of signing. With the exception of Clauses F-K, this MOU is not legally binding on the parties.

**M. SECTION HEADINGS**

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

IN WITNESS whereof, the authorized representative(s) of West Bengal State University and St. Xavier's College, Kolkata have executed two (2) copies of this Agreement.

Signature:

  
28/06/2019.

Date:


28 JUN 2019

Signed by duly authorised representative of

St. Xavier's College, Kolkata  
Principal  
St. Xavier's College  
(Autonomous)  
Kolkata



Signature:

  
28/06/2019

Date:

28 JUN 2019

Signed by duly authorised representative of

West Bengal State University,

Barasat, North 24 Parganas

Vice-Chancellor  
West Bengal State University  
Berunanpukuria, P.O. Malikapur,  
Barasat, North 24 Parganas