



**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
ST. XAVIER'S COLLEGE, KATHMANDU, NEPAL
AND
ST JOSEPH'S COLLEGE, NORTH POINT, DARJEELING**



**THIS MEMORANDUM OF UNDERSTANDING IS MADE ON THE 3rd DAY OF JULY
MONTH, 2023 BETWEEN**

ST. XAVIER'S COLLEGE, KATHMANDU, an educational institution of higher learning established and managed by Nepal Jesuit Society since 1988, and affiliated to Tribhuvan University, located at Maitighar, Kathmandu, Nepal, P.O. Box 7437, represented by its Principal, **Fr. Dr. Augustine Thomas, S.J.**, hereinafter referred to as **SXC** (which term or expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successor in office, representatives, administrators, and assigns).

AND

ST JOSEPH'S COLLEGE, NORTH POINT, DARJEELING, UGC approved, 3rd cycle accredited, Government of West Bengal aided, and affiliated to the University of North Bengal, located at Singamari, North Point, Darjeeling, Pin:734104, P.O. North Point, P.S. Darjeeling Sadar, Darjeeling, West Bengal, runs undergraduate programs, represented by its Principal, **Fr. Dr. Donatus Kujur, SJ**, hereinafter referred to as **SJC** (which term or expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successor in office, representatives, administrators, and assigns).



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ARTICLE I: PURPOSE

The purpose of this MoU is to enable cooperation between SXC and SJC for academic, research and outreach activities.

ARTICLE II: SCOPE

- a. Sharing of human resources (faculty) in scholarly pursuits
- b. Student development programs focusing on entrepreneurial and startup skills
- c. Value Education for psycho-social wellbeing
- d. Collaborations for seminars/webinars/workshops at national and international level
- e. Capacity building programs for faculty and other staff
- f. Establishing joint research centers having joint transformative and experiential research projects and publications
- g. Sharing of best practices like e-resources, e-books, repository services
- h. Collaboration in the area of education and teacher training in emerging and innovative pedagogical practices
- i. Social action and community extension activities to extend the outcomes and expertise to rural areas
- j. Formulation of joint certificate courses
- k. Student and staff mobility and exchange programs
- l. Cultural and lifestyle exchange programs (Exposure Visits)
- m. Internship/ Field placement opportunities
- n. Any other activities mutually agreed

ARTICLE III: TENURE, TERMS OF RENEWAL, AMENDMENT, AND TERMINATION

- a. This MoU will be effective from the date of execution up to a period of five (5) years. However, it shall be automatically renewed thereafter unless a prior written notice to terminate is given to the other party at least six (6) months from the date of its expiry.
- b. The provisions of this MoU may be amended at any time with the mutual consent of the Parties in writing.

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- c. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination, and expiration unless otherwise agreed upon between the parties.

ARTICLE IV: SPECIAL PROVISIONS

- a. Each party will consult with and take approval of the other party to use the latter's name, the names of the latter's officials/faculty members, and the logo for the activities under this MoU, and dissemination of results, on a case-by-case basis.
- b. In order to achieve the aforementioned objectives, both parties, in mutual agreement, shall develop programs and projects. Modalities of each type of collaboration, associated activities and financial aspects shall be mutually agreed upon on a case-by-case basis in separate Memorandum of Agreements (MoA).
- c. Both parties shall comply with the relevant laws in the jurisdiction in which it is in situ, and that all the visiting members from either of the institutions shall comply with all relevant laws in the jurisdiction of the host party.
- d. The two parties will consult with each other and attempt to resolve disputes or misunderstandings that arise in the administration of this MoU or any subsequent associated agreement informally. Any dispute, controversy or claim arising under, out of or in connection with the agreement shall be settled amicably.
- e. Neither Party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it has been unable to overcome by the exercise of due diligence. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.



ARTICLE V: CONTACT PERSONS (DETAILS)

Ms. Anupa Budhathoki

International Relations Liaison Officer

Office of International Collaboration

St. Xavier's College

Maitighar, Kathmandu, Nepal

Tel.: +977-01-5321365, 5344636

Email: internationalcollaboration@sxsc.edu.np

Website: www.sxc.edu.np

This MoU has been prepared in two identical copies and each party holds one original copy.

IN WITNESS whereof both the parties have set and subscribe their respective hands and seals, and this MoU has been duly executed on the date shown at the beginning of this MoU.

Signed duly by the authorized representative of

St. Xavier's College, Kathmandu

Fr. Dr. Augustine Thomas, S.J.

Principal

Principal
St. Xavier's College
Maitighar, Kathmandu
Nepal

Witness

Name: Fr. Jiju Varghese, S.J.

Address: St. Xavier's College, Kathmandu

Occupation: Director, International Collaboration

Signed duly by the authorized representative of

St Joseph's College, Darjeeling

Fr. Dr. Donatus Kujur, S.J.

Principal

Principal
St. Joseph's College
P.O. North Point
Darjeeling-734104

Witness

Name: Fr. Dr. Binay Xavier Kandulna, SJ

Address: St Joseph's College, Darjeeling

Occupation: Vice Principal

