



Government of Jharkhand

Receipt of Online Payment of Stamp Duty

NON JUDICIAL

Receipt Number : 20ee770cd6f8fd8781e4

Receipt Date : 29-Nov-2024 11:08:15 am

Receipt Amount : 100/-

Amount In Words : One Hundred Rupees Only

Document Type : Agreement or Memorandum of an Agreement

District Name : Dumka

Stamp Duty Paid By : ESAF FONDATION

Purpose of stamp duty paid : AGREEMENT

First Party Name : ESAF FOUNDATION

Second Party Name : N A

GRN Number : 2405204626

-: This stamp paper can be verified in the [jharnibandhan](#) site through receipt number :-

Narshan
Principal
St. Xavier's College
Mahara, Dumka
Jharkhand-814110



This Receipt is to be used as proof of payment of stamp duty only for one document. The use of the same receipt as proof of payment of stamp duty in another document through reprint, photo copy or other means is penal offence under section-62 of Indian Stamp Act, 1899

इस रसीद का उपयोग केवल एक ही दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु ही किया जा सकता है। पुनः प्रिन्ट कर अथवा फोटो कॉपी आदि द्वारा इसी रसीद का दुसरे दस्तावेज पर मुद्रांक शुल्क का भुगतान के प्रमाण हेतु उपयोग भारतीय मुद्रांक अधिनियम, 1899 की धारा 62 अन्तर्गत दण्डनीय अपराध है।

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is made on this 7th day of February, 2025 between St. Xavier's College, Maharo, Dumka, Jharkhand, Pin- 814110 represented by Fr. Dr. Varghese Palli SJ, the Present Principal of the College (herein after called as the "First Party" or "SXCMD") and ESAF FOUNDATION (ESAF), registered under Travancore-Cochin Literary Scientific and Charitable Societies Registration Act of 1955 vide Reg. No. 109/1992 and having its office at Viswas Bhavan, Mannuthy, Thrissur, Kerala represented by its Authorised Signatory (hereinafter referred to as the "Second Party"/ "ESAF").

WHEREAS:

- A. Lahanti Institute of Multiple Skills (LIMS) is a job oriented skills training institute established by ESAF for the tribal youth in Jharkhand. LIMS is a well-known institution that provides vocational training in various fields such as welding, textiles, handicrafts, farming, banking, and more. It is closely associated with Jharkraft, producing handicraft items for both domestic consumption and export.
- B. St. Xavier's college, Maharo, Dumka is an affiliate degree college of SKM University, Dumka with limited infrastructural facilities and a few departments.
- C. Both parties acknowledge the mutual advantages of academic collaboration and, in accordance with the principles of good faith, agree to collaborate in areas of common interest. Therefore, they enter into this Memorandum of Understanding under the terms set forth below.

NOW, THEREFORE, THIS MOU WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. Objective: The objective of this MoU is to establish a framework for cooperation between ESAF and SXCMD to promote the academic and professional development of students, faculty, and researchers through skill-based training, internships, and other collaborative activities.
2. Method for Achieving The Objectives: To achieve the objectives outlined in this MoU, both parties shall collaboratively develop programs and projects that specify their respective commitments and responsibilities.
3. Areas of Co-Operation: Both Parties hereby agree to collaborate in the following areas:

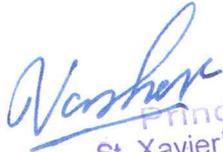


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St. Xavier's College

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- a. **Skilling Collaborations:** Faculty, Researchers, Students of SXCMD and LIMS may 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, skilling on both the sides, implementing skilling initiatives, and establishing industry relations.
 - b. **Faculty Exchange:** Faculty members of SXCMD and LIMS may engage in exchange programs to enhance their teaching and research experience. Activities may include delivering lectures, teaching courses, acquiring skills in institutional governance, and fostering academic relationships.
 - c. **Student Exchange:** Students from SXCMD and LIMS may participate in exchange programs to enhance their intercultural experience and knowledge and also to foster relations between SXCMD and LIMS. Activities include, but are not limited to taking classes, teaching a course, acquiring skills for institutional governance and developing collaborative research.
 - d. **Promotion of integrated studies for related subjects:** The parties shall work towards incorporating an intercultural dimension into their teaching, research, and service functions of the Institution which would enable the students in understanding various perspectives.
 - e. **Information and Resource Sharing:** Both Parties agree to co-operate in the exchange of information relating to their activities in teaching and research in fields of mutual interests:
 - f. **sharing best practices adopted by each parties:** Both Parties agree to cooperate in the exchange of academic and research information, including best practices, e-content, library access, and repository services, where possible and to conduct cultural projects, study tours, and other collaborative initiatives, subject to mutual written agreement before commencement.
4. **Funding:** Expenses related to transportation, accommodation and personal expenses of exchange students, teachers or officers shall be borne by the individuals concerned. Students shall pay their registration, courses or professional practices fees at their home college, so that they can be recognized afterwards.

The hosting institution shall assist exchange participants in securing safe and suitable lodging arrangements.


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Maharaj, Dumka
214110

Costs for internships, term visits, or research-related travel shall be covered by the requesting institution. No additional fees shall be charged, as students and researchers will retain their positions at their home institution.

5. No Employment Relationship:

The parties agree that this MOU shall not be construed in any manner as establishing any kind of partnership or employment relationship 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 remain in force between the employing institution and its respective personnel.

It is expressly agreed that the Parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as partnership. Neither party is authorised to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other party, without the prior written consent of the other party. Neither party shall have, nor represent itself as having, any authority under the terms of this MOU to make the agreements of any kind in the name of or binding upon the other party, to pledge the other party's credit, or to extend credit on behalf of the other party.

6. Credits Accreditation:

Credits and grades shall be awarded in accordance with the academic achievement policies in force at the Institution / Host Institution / Government. However, the home Institution / Institution reserves the right to accept or reject any accreditation leading to an academic degree.

7. Rights and Duties:

The host Institution shall provide counseling and support to exchange students 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.

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.

The students / participants shall enjoy the same rights and privileges as regular students/faculty, and shall observe the norms and rules of the Host Institution. Any violation of the laws of the receiving institution and / or the rules of the Host Institution by an

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exchange participant shall be grounds for the immediate termination of the privileges in the context of this MOU.

8. Intellectual Property:

Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either party any right, title, interest, or license in or to the Intellectual Property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other party.

9. Use of Name:

Either Party shall not use the other party's name and/or logos in advertisements, publications or notices relating in any way to the activities described in this MOU without the prior written consent of the other party.

10. Term & Termination:

This MOU will be valid until it is expressly terminated by either party on mutually agreed terms.

Both parties may terminate this MOU upon 30 calendar day's notice in writing. In the event of Termination, both parties have to discharge their obligations.

11. Confidentiality:

Each Party agrees that at all times and notwithstanding any termination or expiration of this MOU, it will hold in strict confidence and not disclose to any third party, confidential information of the other Party, except as approved in writing by the other Party, and will use confidential information for no purpose other than for carrying on the purpose of this MOU.

For the purposes of this MOU, "Confidential Information" shall include, but is not limited to, discoveries, ideas, concepts, know-how, techniques, data, computer programs, activities and operations, reports, studies and other technical and operational information, as well as descriptions of the existence or progress of these discussions and this MOU. Confidential Information shall not include disclosed information that the receiving party can prove:

- a) receiving party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records;
- b) is or becomes generally publicly by written records;
- c) receiving party independently developed without the use of any confidential information as evidenced by written records; or




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d) receiving party rightfully obtains from a third party who has the right to share the same without any confidentiality obligations.

12. Assignment:

Either Party shall not assign this MOU or the benefit there from to anyone in any manner whatsoever without prior written consent of the other party.

13. Force Majeure:

Non-performance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, war, terrorism or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party.

14. Indemnity:

To the fullest extent permitted by applicable law, each Party shall indemnify and hold harmless the other Party, its directors, officers, employees and agents from and against any and all claims, losses, damages, expenses and other liabilities (collectively referred to as "Claims") that the other Party may suffer, that arise out of or in connection with the other Party's negligence, wilful misconduct or its breach of any representation, warranty, covenant or other obligation under this MOU.

Neither Party shall be liable for any loss of use, revenue, or anticipated profits, or for any incidental or consequential damages arising out of or in connection with the MOU.

15. Governing Law and Dispute Resolution:

This MOU shall be governed and construed in accordance with the law of India. All claims or differences or other disputes, which arise out of or in connection with this MOU, which cannot be amicably settled by mutual discussion and consent shall be referred to arbitration by a sole Arbitrator appointed mutually by the Parties under the Indian Arbitration & Conciliation Act, 1996 and the Rules framed there under, for the time being in force in India. The Arbitration proceedings will be held in Thrissur, Kerala and the language of the proceedings shall be in English. The decision / Award of the arbitrator shall be final and binding on both the Parties.

16. Notices:



Principal
St. Xavier's College
Masham, Dist. Thrissur
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Any notice under this MOU shall be in writing and posted, delivered personally or sent by courier, registered post or facsimile transmission to the other Party at the last known address and/or the address as specified hereto.

For the First Party:

Principal

St. Xavier's College,

Maharo, Dumka, Jharkahnd

For the Second Party:

Secretary,

ESAF Foundation (ESAF)

Mannuthy

17. Amendments:

No supplement, modification or amendment of any term, provision or condition of this MOU shall be binding or enforceable unless executed in writing by the Parties hereto.

18. Waiver:

No waiver of any term, provision or condition of this MOU, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

IN WITNESS WHEREOF the Parties have caused this document to be executed by their authorized representatives on the date first above written.

For First Party:



For Second Party:



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