

# Maitreya College of Education & Management

## Shaping Education

Affiliated to Aryabhata Knowledge University, Patna

Linkages for Faculty exchange, Student exchange, research etc. during the last five years

### MEMORANDUM OF UNDERSTANDING

BETWEEN

ST. XAVIER'S COLLEGE OF EDUCATION (AUTONOMOUS), PATNA

AND

MAITREYA COLLEGE OF EDUCATION & MANAGEMENT

Recognised by ERC, NCTE Bhubneshwar, Affiliated to A.K.U Patna Bihar

This Memorandum of Understanding (MoU) is made on the 28<sup>th</sup> day of January, 2021 BETWEEN (1.) St. Xavier's College of Education (Autonomous), Patna( hereinafter referred to as SXCE, Patna) having an address as St. Xavier's College of Education (Autonomous), P.O. Digha Ghat, Patna, Bihar -800 011, **Aryabhata Knowledge University** and (2.) Maitreya College of Education & Management Hajipur, Vaishali Recognised by ERC, NCTE Bhubneshwar, Affiliated to **Aryabhata Knowledge University** Patna, Bihar.

The above colleges are collectively referred to as 'the parties'.

WHEREAS :

St. Xavier's College of Education (Autonomous), Patna (SXCE), and Maitreya College of Education & Management (MCEM), understanding the value and significance of cooperation keeping in mind the spirit of collaboration among different sisterly concerned institutions, have agreed to enter into this Memorandum of Understanding (MoU) regarding academic collaboration. The purpose of this non-binding MoU is to enhance and upgrade the quality in education through academic exchange among the following institutions such as **St. Xavier's College of Education (Autonomous), Patna (SXCE), and Maitreya College of Education & Management (MCEM) Hajipur, Vaishali** , based upon the principles of mutual equality and the reciprocity of benefits.

The above PARTIES HEREBY AGREE:

#### I. THE STAFF PROGRAMME

Each party will accept students and visiting faculty members from the other Party/ Parties. Host party will arrange for the board and lodge if necessary for the visiting teachers and the students and the host party will bear the expenses for the visiting teachers and the students related to

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board and lodging. In order to bear the expenses and lessen the financial burden for the host, some fixed amount could be contributed by the visiting team. All other expenses including travelling expenses will be the responsibility of the visiting Party/Parties.

### II. JOINT RESEARCH PROGRAMME

The respective parties will seek opportunities to cooperate in research. The details of specific research proposals will be determined by the agreement between two or more colleges. The form of cooperation may vary with the goal of each project.



The parties agree that, in the event of research collaboration leading to patent rights, copyrights and other intellectual properties, a further separate written agreement must be entered into in case in accordance with the policies of respective Colleges on intellectual property.

Subject to availability, the host party will provide the normal services for the visiting scholars including library and laboratory facilities. The host party will assist the visiting scholar as far as possible in matters of health and local customs.

### III. ACTIVITY EXCHANGE PROGRAMME



The Parties mutually agree that it is to facilitate academic and cultural interchange, the exchange of research materials, publications and information between the Parties will be highly encouraged. Each party will invite the other/others when appropriate to participate in conferences, symposia and short visits.

### IV. STUDENTS EXCHANGE PROGRAMME

The exchange of students will be highly encouraged. No separate Student Exchange agreement is needed to facilitate such exchanges.



### V. COMPLIANCE WITH LAWS

All the parties will comply with all the relevant laws in the jurisdiction in which it is situated and all the visiting scholars shall comply with all the relevant laws in the jurisdiction of the host party. There is room for any kind of bargain for mutual convenience of any party.



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### VI. NO AGENCY

There is nothing in this MOU which gives rise to a relationship of agency among the parties.

### VII. NO JOINT VENTURE, PARTNERSHIP OR EMPLOYMENT RELATIONSHIP

There is nothing in this MOU shall be relied upon to construe a joint venture, partnership or employment relationship between the parties.

### VIII. NO TENECY OR INTEREST IN PROPERTY

There is nothing in this MOU shall create or shall be constructed to create any tenacity or to confer or be constructed to confer upon one Party any interest in any, all or part of the grounds, building or premises of the other Party/Parties.



### IX. TERMS OF RENEWAL, AMENDMENT AND TERMINATION

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



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 the 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 other Party/Parties.

### X. 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 opinion of the party giving 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 X :



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- i. **SXCE, Patna**  
The Principal  
St. Xavier's College of Education (Autonomous),  
P.O. Digha Ghat , Patna, Bihar -800 011
- ii. **MCEM, Hajipur, Vaishali**  
Principal  
Plot No.- N.S-1(P),EPIP Campus,  
Industrial Area, Hajipur, Vaishali, Bihar- 844102



### XI. 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 V – X MoU is legally binding on the Parties.



### XII. SELECTION HEADINGS

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

#### SALIENT FEATURES

- i. The Exchange Programmes are to be organized among the above two colleges.
- ii. The Students joining the programme will get the Travel Allowance for themselves or the colleges will pay the T.A. on behalf of the students/faculty of the respective colleges.
- iii. The Host college will arrange for boarding and lodging of the faculty and the students joining Exchange Programme.
- iv. The students need to be accompanied by a teacher from their own institution.
- v. The Responsibility in organizing programme will lie with the host institution including fixing the venue, inviting resource person.
- vi. The number of participants would depend on the nature of the programme organized.
- vii. The parties will meet once in six (6) months to assess, evaluate and plan for the smooth functioning of the programmes.
- viii. The venue of the meeting could be altered for the purpose of sharing the responsibility to be the host and to acquaint the parties the ground realities of the host.



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- ix. The parties will extend in terms of setting questions for the end semester examinations and evaluate the answer sheets. The evaluators would be paid remunerations as per the norms and regulations of the college.
- x. The parties would generously serve as resource persons for seminars, workshops, symposiums or any other academic and intellectual endeavors like research, writing research articles and its publications and research projects.
- xi. Faculty development through joint ventures in projects.
- xii. Optimum use of infrastructure facilities and equipment like Network Resource Centre and Library.
- xiii. Rendering services as resource persons for research colloquium for research scholars.

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

  
28/11/2021

Signed by duly authorized representative of  
**SXCE, PATNA**

  
28.11.2021

Signed by duly authorized representative of  
**MCEM, VAISHALI**


Witness:   
28/11/2021

Name: Prof. (Dr.) Ignatius D. P. Singh  
Ex-Principal, CTE, Chapra

Address: SXCE, P.O. Digha Ghat

Patna - 800011, Bihar

Designation: Principal

Witness:   
28/11/2021


Name: Prof. Akeesh Srivastava

Address: Dean, School of Education,

Mahatma Gandhi Central University,

Professor, Head & Dean  
Designation: PRINCIPAL

Official Stamp:  
St. Xavier's College of Education  
(Autonomous)  
Digha Ghat, Patna-11

DR. GYANDEO MANI TRIPATHI  
Official Stamp:   
28-01-2021  
PRINCIPAL  
MAITREYA COLLEGE OF EDUCATION AND  
MANAGEMENT HAJIPUR, BIHAR