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CW 615849

MEMORANDUM OF UNDERSTANDING (MoU)

between

St. Albert's College (Autonomous), Kochi, Kerala, India.

and

Siena College of Professional Studies, Kochi, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 24<sup>th</sup> day of March 2022 between St. Albert's College (Autonomous), Kochi, Kerala, India (hereinafter referred to as "ALBERTS") represented by its Chairman, Rev. Dr. Antony Thoppil as the first party and Siena College of Professional Studies, Kochi, Kerala, India (hereinafter referred to as "SIENA"), represented by its Manager, Rev. Dr. Marian Arackal as the second party. First Party and Second Party may be collectively referred to as the "Parties" or individually as a "Party."

No. 68023 Date: 03.03.2022  
Value of Rs: 100/-  
Sold To: St. Albert's College

*Marian Arackal*

Manager  
SIENA COLLEGE OF PROFESSIONAL STUDIES  
COCHIN - 682 010.



JAYAKUMAR  
Stamp Vendor  
High Court Of Kerala,  
Ernakulam



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CW 615850

**Purpose**

**Whereas**

1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 49 programs in both UG and PG and 10 research degrees.
2. ALBERTS, is desirous to associate with SIENA on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

**Whereas**

3. SIENA is owned and administered by the Diocese of Cochin, one of the oldest Catholic dioceses in India.
4. SIENA, is desirous to associate with ALBERTS on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

68024 Date 5.03.2021  
Value of Rs 100/-  
Sold To St. Albert's College

*Signature*

JAYAKUMAR G.  
Stamp Vendor  
High Court Of Kerala  
Ernakulam

**Manager**  
SIENA COLLEGE OF PROFESSIONAL STUDIES  
COCHIN - 682 010.



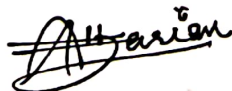
**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS**

ALBERTS and SIENA recognize that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and industrial cooperation. As per the purpose of the said agreement, all the Parties shall undertake the following activities with the approval of the authorized signatories.

5. Faculty/Researchers/Students of ALBERTS and SIENA can 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, co-authoring publication, conducting joint research projects, or establishing joint research centers etc.
6. Both the Parties agree to hold/conduct, whenever feasible, events, joint workshops, conferences, training programs within the areas of mutual interest with prior approval of the authorized signatories.
7. Faculty members of ALBERTS and SIENA can travel between to participate in activities that can enhance their experience and knowledge and also to foster relations between the Parties. Activities include, but are not limited to, delivering lectures, teaching a course, taking a sabbatical, acquiring skills for institutional governance, being an examiner, to be in the board of studies of the other Party, attending Faculty Development Programs and developing collaborative research etc.
8. Students can be given an opportunity to travel among Parties to participate in activities/events that will enhance their experience and knowledge. Activities include, but are not limited to, attending a short-term course, utilizing the laboratory and other facilities etc.

**Costs**

9. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the Parties may also seek funding for collaborations from any research organization funding. Common Costs shall be shared equally.



**Manager**  
**SIENA COLLEGE OF PROFESSIONAL STUDIES**  
**COCHIN - 682 010.**



**FR. ANTONY THOPPIL**  
**CHAIRMAN**  
**ST. ALBERT'S COLLEGE (AUTONOMOUS)**  
**ERNAKULAM, KOCHI-18**

10. Where applicable, the fee for services from SIENA to ALBERTS and vice-versa will be as agreed with the approvals of the signatory authorities.

#### Applicable Law and Jurisdiction

11. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of three arbitrators mutually agreed by the Parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be at Ernakulam. This MoU shall be governed by and construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.

#### Indemnity

12. Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related Parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to deficiency in performance of any acts under this MoU.

#### Assignment

13. Neither Party will assign its rights or obligations under this MoU without the prior written consent of the other Party, however such requests shall not be withheld unreasonably. This MoU will be binding upon the Parties and their respective legal successors and permitted assigns.

#### Confidentiality

14. The Parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other Party.
15. Students might be working on confidential projects and should not be disclosing any confidential information. Students cannot share data collected during the study in any of their assignments, however are free to share their learnings without impacting confidentiality agreements with clients.

  
Manager

SIENA COLLEGE OF PROFESSIONAL STUDIES  
COCHIN-682 010.



Fr. ANTONY THOPPIL  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI-18

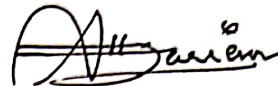
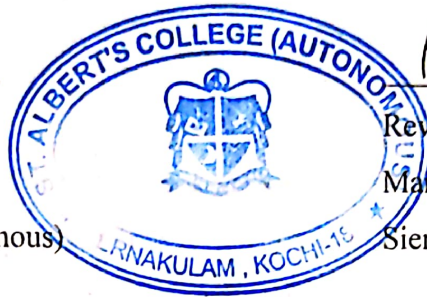
Tenure of MoU

16. This MoU shall be effective for a period of five (5) years from the date of execution of this agreement, and can terminate or amend this agreement by giving the other Party a written notice one (1) month in advance during this period.

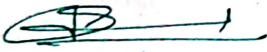
The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:



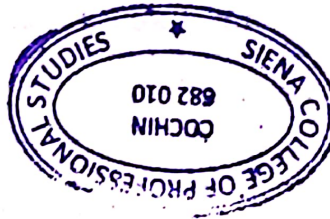
Rev. Dr. Antony Thoppil  
Chairman  
St. Albert's College (Autonomous)



Rev. Dr. Marian Arackal  
Manager  
Siena College of Professional Studies




Principal:



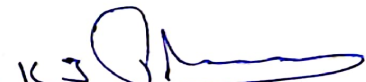
Witness 1: **Dr. Jose P. Abraham**  
**Principal**  
**Siena College of Professional Studies**  
**Edacochin, Cochin-682 010.**

Witness 1:



JOBY VARMAESE I.S.

Witness 2:



K. J. Philomena  
Vice-Principal