



தமிழ்நாடு தமிழ்நாடு TAMILNADU

தமிழ் நாடு எண் 7923

ரூ 100 நாள் 4.9.2024

பெயர் Sarada Krishna Homeopathic

இடம் Kulasekharam

Medical Collage

EC 523976

K. Subramanian

க. சுப்பிரமணிய பிள்ளை  
முத்திரை விற்பனையாளர்  
திருவட்டார்

எண்: 403/B/88

ST. XAVIER'S COLLEGE (AUTONOMOUS),  
PALAYAMKOTTAI, TAMIL NADU

SARADA KRISHNA HOMEOPATHIC  
MEDICAL COLLEGE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed on this day of 6<sup>th</sup> September 2024 at Kulasekharam, Kanyakumari District.

Between

St. Xavier's College (Autonomous), Palayamkottai represented by Rev. Fr. Dr. Godwin Rufus, S.J. Principal having its registered office at Palayamkottai, Tirunelveli District, Tamil Nadu, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the successors and permitted assigns of the **FIRST PARTY**.

&

Sarada Krishna Homeopathic Medical College represented by Dr. N. V. Sugathan Principal having its headquarters at Kulasekharam, Kanyakumari District, Tamil Nadu, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the successors and permitted assigns of the **SECOND PARTY**.

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PALAYAMKOTTAI





Jointly the above parties shall be referred to as "The Parties" and individually as "Sarada Krishna Homoeopathic Medical College, Kulasekharam" and "St. Xavier's College (Autonomous), Palayamkottai".

#### **About the Parties**

**St. Xavier's College (Autonomous), Palayamkottai**, is a Jesuit college of Arts and Science affiliated to Manonmaniam Sundaranar University, Tamil Nadu, India. The Jesuit Fathers founded the college in 1923. UGC granted autonomy in the year 1987. It is a grant-in-aid institution recognized by the UGC Act under Sections 2(F) and 12 (B). UGC conferred on our College the status of "College with Potential for Excellence" in 2004, for the second phase in 2010, and for the third phase in 2014. The College was accredited at A<sup>++</sup> Grade with a CGPA of 3.66 out of 4 in 2019 in the fourth cycle with a valid period of seven years by NAAC.

**Sarada Krishna Homoeopathic Medical College**, was established in 2000 as a self-financing institution with the minority status (Linguistic Malayalam) by the Government of Tamil Nadu. The College is located at Kulasekharam, Kanyakumari District. The college has got the due approval of the Tamil Nadu State Government and the affiliation of the Tamil Nadu Dr. MGR Medical University, Chennai (2000) besides the recognition of the National Commission for Homoeopathy, Ministry of AYUSH, Govt. of India, New Delhi (1998). The college offers graduate, post-graduate and research programmes in Homeopathy.

#### **Whereas:**

St. Xavier's College (Autonomous), Palayamkottai and Sarada Krishna Homoeopathic Medical College, Kulasekharam, are Participating Institutions in Unnat Bharat Abhiyan, the flagship programme of the Ministry of Education, Government of India. Hence, "St. Xavier's College (Autonomous), Palayamkottai" and "Sarada Krishna Homoeopathic Medical College, Kulasekharam" desire and intend to develop cooperation and collaboration in community outreach, research, training, and other agreed activities for rural development that further the aims and objectives of these Institutions and Unnat Bharat Abhiyan as follows:

- I. **Objectives and Scope of the Collaboration:** The objective of this MoU is to establish collaboration between both the parties and jointly undertake the following activities:

  
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- a. Organizing Capacity Development Training Programmes / Internships in areas of mutual strength for UBA Coordinators, Faculty, Students, officials, elected representatives, farmers and entrepreneurs in villages / rural clusters as agreed between the parties
- b. Organizing Seminars and Workshops, particularly on contemporary Policy related issues of mutual interest on Unnat Bharat Abhiyan.
- c. Undertake Collaborative Evidence-based Policy Research on themes of Unnat Bharat Abhiyan or any other mutually agreed theme (s);
- d. Promoting faculty/researcher/ students' exchange based on mutually agreed norms and related to Unnat Bharat Abhiyan.
- e. Any other new areas that could be mutually agreed upon keeping in view the expertise available with these organizations.

## II. The Institutional arrangement for implementations of MoU will be as under

- a. **Link Officers:** All the Parties will have Institutional Link Officers. They will discuss, propose, facilitate and roll out collaborative projects.
- b. **Work Plan:** A clear work plan would be shared with timelines, division of responsibilities and details specified for each joint project.
- c. **Review Mechanisms:** A clear cut review mechanism would be in place for addressing issues if any and to review progress and grievance redressal for all engagements between the Parties by the Core Committee.
- d. **Accounts and Audit of Expenditures:** For all specific engagements under this MoU, all Parties will enter into a formal and binding separate agreement or agreements with each other which will detail the specific form and content of the activities, budget, timelines, and responsibilities and rights of each Party. Such agreements will be negotiated in good faith. As per the agreed terms of such arrangements and extant norms of the Participating Institutions of this MoU, both the Parties shall maintain all relevant records including bills, receipts, other documents, etc., pertaining to collaborative activities.

## III. Mutual Obligation: All the parties agree to undertake the following:

- a. Maintain transparency in all their Unnat Bharat Abhiyan related partnerships that may include supporting in reaching out to the field, gathering relevant data, sharing of available data and information and having a proper channel of communication.
- b. Convene meetings at regular intervals to amicably sort out issues, disputes etc., if any.


  
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c. The Link officers of all the parties will be made available for interactions and discussions as and when required in mutual consultation and play an important role in the execution of mutually agreed activities.

- IV. **Confidentiality:** All the parties within the framework established by the MoU, will keep confidential all material exchanged under its terms to the extent permitted by law. Release to the press, public announcements, relating to this MoU may be made jointly or by either Party with the consent of the other Party. Neither Party will use the other Party's name or logo in any press release or any other purpose without first obtaining the other Party's written consent.
- V. The MoU in no way restricts the Parties from participating in similar activities or arrangements with other public and private agencies, organizations, or individuals. Further, the specific terms of this MoU do not preclude the development of future collaborative projects not mentioned in this document.
- VI. **Additional Agreements:** With mutual consent of all the Parties, separate agreements may be executed as per the requirement of the specific projects, if necessary.
- VII. **Amendments:** This MoU may be amended by mutual written agreement of all the Parties. Any amendment will be made without prejudice to any rights or obligations incurred under the MoU or supplementary agreement there to reached pursuant prior to the effective date of such amendment.
- VIII. **Duration:** The duration of this MoU is "One Year" from the date of its signing by all the parties i.e., from **06.09.2024 to 05.09.2025** and will remain valid until either of the Parties notifies the other of their wish to terminate the MoU. Further, the continuance of this MoU will be subject to a joint agreement and review by all the Institutions to be undertaken prior to the expiry of this MoU.

  
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- IX. **Termination:** Either of the Parties herein can terminate this MoU by giving one month's notice in writing and on such termination, the Parties shall settle all agreed activities and account payments before the date of termination.
- X. **Intellectual Property Rights:** Under the provisions of this MoU, the Parties may jointly produce documents, reports, studies, photographs and maps, as well as product-specific documents tangible and intangible information (collectively "Works" or IP). Unless otherwise agreed to by the Parties in writing, the copyright and other Intellectual Property Rights in any such joint work/IP will belong to both Parties. All rights in Works and IPs generated/developed independent of this MoU and exclusively by the employee/s of either side shall remain with the Institution concerned who would be free to use them, if any, in any manner consistent with the objectives of the Institution concerned.
- XI. **Force Majeure:** For the purpose of this MoU, "Force Majeure" means an event which is beyond the reasonable control of a Party (s), is not foreseeable, is unavoidable and makes a Party (s) performance of their obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances and subject to these requirements, includes, but is not limited to, war riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, epidemic, pandemic, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- XII. **Dispute Resolution:** The Parties shall use their best efforts to settle amicably all disputes and differences arising out of or in connection with the MoU.
- XIII. **Jurisdiction:** This MoU shall be governed by, construed, and enforced in accordance with the prevailing laws of India. It is understood, however, that the provisions of this paragraph shall not constitute nor imply the waiver privileges and immunities of any Party (s), granted under the law.
- XIV. **Whereas this Memorandum of Understanding** is executed between the Parties for the mutual benefit of all the Parties without any force, undue influence and coercion.



XV. Whereas this Memorandum of Understanding is executed in duplicate and one copy will remain with each of the Party and all will be treated as original.

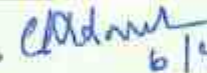
For and on behalf of the St. Xavier's College  
(Autonomous), Palayamkottai


Signed by:

  
PRINCIPAL  
ST. XAVIER'S COLLEGE  
(Autonomous)  
PALAYAMKOTTAI



Witness:

1)   
6/9/24.  
(Dr. U. Narayanan)


2)   
6/9/24  
(Dr. M. Johnson Gritta)

For and on behalf of the Sarada Krishna  
Homeopathic Medical College

Signed by:

  
PRINCIPAL  
SARADA KRISHNA HOMEOPATHIC MEDICAL COLLEGE  
KULASEKHARAM, KANNIYAKUMARI DISTRICT  
TAMIL NADU - 629 163



  
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