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Mahatma Gandhi College, Iritty, Kannur, Kerala DP 428965



Mary Matha Arts & Science College,Wayanad, Kerala

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Department of Commerce, Mahatma Gandhi College, Iritty, Kerala, India

And

Department of Commerce, Mary Matha Arts & Science College, Wayanad, Kerala, India

This Agreement is made on the 13<sup>th</sup> day of February 2023 between **Department of Commerce, Mahatma Gandhi College, Iritty, Kannur, Kerala, India** represented by its HOD Dr Swarupa R (here in after referred to as "MGI") as the first party and Department of Commerce, Mary Matha Arts & Science College, Wayanad, Kerala, India represented by its HOD, Mr.Regi Francis (here in after referred to as "MMASC") as the second party.

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#### PURPOSE

#### Whereas

a) Mahatma Gandhi(MG) College, Iritty, founded by Iritty Educational Society, is the realisation of a long cherished dream of the hard working and enterprising people of the region. As there was no institution for higher studies near the locality, enterprising people with a vision formed Iritty educational society in 1982 and sought the permission of the University of Calicut and Kerala government to start a new aided college. The society purchased around 17 acres of land at Keezhurkunnu, 4 k.m. away from Iritty, in between Mattannur and Iritty near the Thalassery- Mysore State Highway, as the permanent site for the proposed college. The site is noted for its scenic beauty, easy accessibility and calm atmosphere so needed for scholarly pursuits. The tranquil atmosphere that envelops the region makes it an ideal spot for the scholarly aspirants. The college started functioning on 13th July 1995. Initially College was affiliated to University of Calicut. At present the college is affiliated to Kannur University. College was accredited by NAAC with A Grade in 2016.

Prof. M. P. Lakshmanan was the founder Principal of the College. Prof. M. A. H. Khan took over the mantle from him in 2000. After his retirement in March 2003 Dr. M.J Mathew assumed office as Principal and continued in the post till 2018. It was during his period, college was accredited by NAAC with A Grade. During 2018-2019, Dr Meera M was the Principal in Charge of the College. In 2019, Dr Ajitha V assumed the office as Principal and continued in the post till 2022. From May 2022, Dr Shijo M. Joseph is leading the college as Principal in Charge.Founder Manager Sri .K.P. Noorudheen, Ex.Minister continued in the post from 1995 to 2016. After the demise of Sri .K.P. Noorudheen, Adv. Sunny Joseph MLA assumed the Office of the Manager of the College and was in the post till 2018. From 2018 onwards, Sri. C. V. Joseph has been acting as Manager of the College.

With the establishment of Kannur University in the year 1996, the college is affiliated to Kannur university. Since then the course offered is B.Com (Income tax law & Practice). With the introduction of Choice based Credit and Semester System (CCSS) in the year 2009 - 10 the course offered is B.Com (Finance) with a sanctioned strength of 50 students. The Department is enriched with another UG programme - BBA in 2013. It became a PG Department when the Government and Kannur University sanctioned M.Com course in the year 2013.

b) MGI is desirous to associate with MMASC on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

Dr. SWARUPAce 2 Associate Professor & Head Department of Commerce a Gandhi College, Iritty Kannur, Kerala-670 703

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## Whereas

c) Mary Matha Arts & Science College symbolizes the realization of the dreams and aspirations of the people of the tribal, minority concentrated and backward hilldistrict of Wayanad. The College is established in 1995 and is managed by the Roman Catholic Diocese of Mananthavady with the objective of meeting the higher educational needs of the youth of Wayanad. His Excellency Rt Rev. Dr Jacob Thoomkuzhy, the then Bishop of Mananthavady, was kind enough to take upon himself the onerous task of establishing and managing the Institution. His Excellency Rt. Rev. Dr. Emmanuel Pothanamuzhy was consecrated as the Bishop of the Diocese, in 1997. As the founder Principal of the Christ College, Bangalore, he had long years of experience as a Teacher and Administrator. His vision and commitment to academic excellence were guiding beacons in our Institution's efforts to achieve its Social and Educational Goals. His Excellency passed away in 2003 and subsequently His Excellency Rt. Rev. Dr Jose Porunnedom became the Patron. The College is heading for accelerated growth and expansion under his benevolent leadership. The College is included under Section 2 (F) & 12 (B) of the UGC Act, was awarded Grade B++ (83.5%) by the NAAC in 2006, re-accredited with A grade in 2014 and with B++(CGPA - 2.85) in 2019.

Mary Matha's three-year Bachelor of Commerce degree opens the doors to the executive level of business. Our small class sizes and top-notch faculty means that you'll get the best possible education to prepare you for your career in business. As the complexity of our knowledge-based economy increases, so too has the education demand in our workforce. The new millennium has seen a significant increase in commerce degree holders for entry-level positions.

d) **MMASC** is desirous to associate with **MGI** on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both organizations.

# That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfillment,

And relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end they are of one accord in entering this MoU.

## NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

#### **1. OBJECTIVE:**

a) The parties agree that the objective of the present MoU is to establish a cooperation program in order to collaborate towards the formation of students, academics and researchers for the promotion and development of their respective areas of interest.

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# 2. METHOD FOR ACHIEVING THE OBJECTIVES:

a) In order to achieve the aforementioned objectives, both parties, in mutual agreement, shall develop cooperation programs and projects that will specify the commitments each of them is to make for the performance of said programs.

## 3. AREAS OF CO-OPERATION:

- a) Whereas, **MGI** and **MMASC** recognize that the academic collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic cooperation. As per the purpose of the said agreement, the two parties shall:
  - i. *Research Collaborations:* Faculty/Researchers/Students of MGI and MMASC 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.
  - ii. *Faculty Exchange:* Faculty members of MGI and MMASC can travel between to participate in activities that can enhance their international / national 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 and developing collaborative research etc.
  - iii. *Student Exchange*: Students can be given an opportunity to travel among parties to participate in activities/events that will enhance their international / intercultural experience and knowledge.
  - iv. **Promotion of integrated studies for related studies:** The parties can look at integrating an international/intercultural dimension into their teaching, research, and service functions of the university which would enable the students understanding on a global perspective.

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- Cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests; sharing best practices adopted by each parties; sharing of e-content between the parties; access to library and repository services, if possible.
- vi. Conduct cultural projects, study tours, as mutually agreed in writing between the parties prior to commencement of this activity.

#### 4. FUNDING:

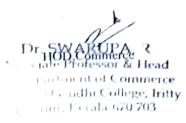
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- a) Expenses for airfare, transportation, room and board and personal expenses of exchange students, teachers or officers shall be covered by each individual. Students will pay their registration, courses or professional practices at their home university, so that they can be recognized afterwards.
  - b) Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the university, which shall provide every help necessary for them to obtain safe, convenient lodging arrangements.
  - c) Financial expenses for (term visits) internships of professors and researchers, which will be arranged at the parties' request, as well as travel expenses, shall be covered by the requesting institution. No fees will be paid, as the assumption is that the professors / researchers remain in their positions at their home institution, which will continue to pay their salaries.
  - d) Students, professors and officers must acquire a medical insurance policy. The institutions may offer them advice in seeking appropriate insurance.

#### 5. NO EMPLOYMENT RELATIONSHIP:

I) The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labor nature 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.

#### 6. CREDITS / ACCREDITATION:



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- a) Credits and grades shall be awarded in accordance with the academic achievement policies in force at the Institution / Host University/Government. However, the home university / Institution reserves the right to accept or reject any accreditation leading to an academic degree.
- b) The Host University / Institution shall issue a certification recognizing the grades obtained, as well as the hours invested or projects/papers completed by the students.

### 7. RIGHTS AND DUTIES:

- a) The host university / Institution is committed to counseling and supporting 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.
  - b) 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.
  - c) The students/participants shall enjoy the same rights and privileges as regular students/faculty, and shall observe the norms and rules of the Host University / Institution and in the host country. Any violation of the laws of the receiving country and/or the rules of the Host University / Institution by an exchange participant shall be grounds for the immediate termination of the privileges in the context of this Agreement.
    - d) The host institution agrees to assist to provide boarding, lodging and necessities and to provide work space, library and laboratory facilities as appropriate.

#### 8. AUTONOMY:

- a) This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.
- 9. TERM:
- a) This MOU shall be effective for a period of three (3) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another three (3) years unless a written notice to terminate or amend this agreement is given to the other party six (6) months in advance.
- b) It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a **forceful suspension** of a collaboration program. Causes for

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# 10. CONFLICT RESOLUTION:

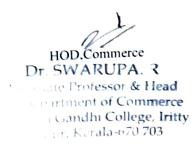
a) Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and **common agreement** by the persons delegated to such end by each university / Institution. Either party may propose to the other a modification of the Agreement at any time in writing.

## 11. ACTION PLANS:

- a) Every work program or specific activity that is agreed upon between both institutions shall be defined through an action plan, which shall be under the responsibility of two individuals, appointed respectively by each university / Institution, and which shall define the following aspects:
  - i. Foundations or considerations that warrant the plan for inter-institutional collaboration;
  - ii. Objective of the action plan for inter-institutional collaboration;
  - iii. General conditions of the plan;
  - iv. Academic conditions of the plan;
  - v. Administrative and organizational conditions of the plan;
  - vi. Duration of the protocol;
  - vii. Intellectual property;
  - viii. Differences between the parties;
    - ix. Development of the collaboration project;
    - Project and/or program to be carried out;
    - xi. Financial budget;
  - xii. Reference to the subject of medical insurance and information.

#### **12. CONFIDENTIALITY:**

a) Each of the parties accepts and declares that every information from the other party is of a confidential nature, is the exclusive property of the latter and has been or will be disclosed to the former solely with the purpose of enabling the full accomplishment of the present Agreement. For this reason, every piece of information provided by one party to



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the other before signing this Agreement and/or during its performance must be kept confidential and therefore may not be disclosed to any third parties.

#### **13. AMENDMENTS:**

a) The parties may amend or amplify this Agreement through agreements in writing to that effect. Said amendments or additions will be binding on the signatories as of the date of their signature. The parties may not assign, in whole or in part, the performance of the present MoU to any third party, except through prior and express authorization in writing by both of them.

And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.

Dr Swarupa R HOD MG College,Iritty,Kannur, Kerala,India.

Mr Sebin George Assistant Professor MG College,Iritty,Kannur, Kerala, India

Witnesses

Mr. Regi Francis HOD Mary Matha Arts & Science College Wayanad, Kerala, India.

Dr.Shaju P P Associate Professor Mary Matha Arts & Science College Wayanad Kerala,India

Teacher In-Charge for Academic Collaborations Ms Geetha C Assistant Professor, <u>D</u>epartment of Commerce MG College, iritty Teacher In-Charge for Academic Collaborations Dr Ramya Krishnan M Assistant Professor, Department of Commerce Mary Matha Arts & Science College, Mananthavady

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