

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

The ICFAI University, Tripura

### AND

The University of Trans-Disciplinary Health Sciences & Technology,  
BENGALURU

#### I. INTRODUCTION

1.1 This Memorandum of Understanding [MoU] is made and entered into between ICFAI UNIVERSITY, having its Campus at Agartala-Simna Road, PO: Kamalghat, Mohanpur , West Tripura-799210 and The University of Trans-Disciplinary Health Sciences & Technology, (TDU) having its Campus at BENGALURU [hereinafter collectively referred to as **Participating Parties**]

1.2 **Whereas**, the Participating Parties believe that the educational opportunities for their students and the professional opportunities for their Academic Faculty would be enhanced through National-level Academic and Scientific Cooperation, /collaboration between like-minded Universities

1.3 **Whereas**, the purpose of this MoU is to establish a framework through which ICFAI University and TDU could establish a strong base for Academic and Scientific Cooperation, culminating in generation of opportunities for Students and Teachers to study and teach and undertake Research Assignments at each other's Campus.

1.4 **Whereas** this MoU shall be deemed to be a Master Agreement based on which of specific Programs/Courses/ would be designed and executed by and through individual and separate -agreements between the parties, for such programs

**Now, therefore, the Parties agree as follows:**

1.5 The Parties to this MoU accept and confirm , that they will cooperate/collaborate with the common intention and object of promoting of teaching and research activities, between their Teachers and Students, The specific and separate Agreements, shall inter alia, provide for mutual co-operation/collaboration and shall record the financials through one or more of the following modes

- 1.5.1 Reciprocal Exchange of Students
- 1.5.2 Hosting of Short-term Programs
- 1.5.3 Reciprocal Exchange of Staff and Faculty
- 1.5.4 Joint Conduct of Academic Programs
- 1.5.5 Undertaking of Collaborative Research Projects

  
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- 1.5.6 Collaborative Professional Faculty Development Programs  
1.5.7 Other mutually agreed Modes as may be mutually agreed upon.

- 1.6 The extent of collaboration and its implementation under this MoU shall be determined and regulated by availability of funds earmarked for this specific purpose and not by the general availability of funds. Each participating party shall be responsible to bear and pay all expenses incurred by its employees and/or students under this MoU, except as may be stipulated in any specific and separate agreement that may be executed for each program or activity under this MoU. ,
- 1.7 The persons designated to coordinate the programs/ activities under this MoU are Vice Chancellor/and/or Registrar on behalf of the ICAI University Tripura and the Vice Chancellor /Registrar , on behalf of TDU [ hereinafter collectively referred to as " Activity Coordinators"]

## II. STUDENT EXCHANGE PROGRAM

### 1. Definitions

For the purpose of this MoU, the following definitions will be used:

- 1.1 **Exchange Student** means a student who pays or has paid the prescribed Tuition and other Fees to the "Home Institution" for the duration of the Exchange for whom the applicable tuition and other fees shall be waived by the "Host Institution", for the same period.
- 1.2 **Home Institution** means the Educational Institution in which a student has been formally enrolled as a Degree Candidate and is not in arrears of any Tuition or other fees or amounts payable to the Home Institution
- 1.3 **Host Institution** means the Educational Institution that has agreed to receive the participating student from the "Home Institution" for the prescribed period of study on a "without a right to receive any Degree from the Host Institution" basis

### 2. Academic Coordination

The responsibilities of the "Activity Coordinators" of Student-exchange and Study - abroad Programs shall inter-alia include the following:

- 2.1 Prescribing eligibility, norms for participating in the exchange program and Overseeing the process of Selecting Participating Students
- 2.2 Facilitating Academic-related matters of the Students received by the Host Institution, monitoring their progress, conduct and participation
- 2.3 Providing Assistance to participating Students from the Host Institution
- 2.4 Liaison between the two Institutions
- 2.5 Explore new areas of collaboration depending upon the course of study offered by each Institution

### 3. Guidelines

- 3.1 The ICAI UNIVERISTY Tripura and TDU shall review the Exchange-program every year, to ensure an equitable and fair procedure to determine the number of Students under the Student-exchange Program /

  
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- 3.2 The overall balance of participating students from each institution inter se shall be maintained over the Period of Collaboration. Both institutions, by mutual consent, will determine the number of students they may respectively receive in any given academic year.
- 3.3 Undergraduate and Post-graduate Students who have completed at least One Year of undergraduate Study or One Semester of Post-graduate Study shall be eligible to participate in this Exchange Program. Such students shall demonstrate adequate academic preparation, maturity, and emotional stability to undertake this Academic Exchange. Exchange students shall mandatorily enroll for an Academic Program at the Host Institution.
- 3.4 The Supervision of the Academic Progression and Evaluation of Graduate / Post-graduate Exchange Students shall fall within the purview of the respective Controller of Examinations of the Host Institution whose decisions shall be final. Exchange students will study subjects which are offered by the host University. Also the credit transfer rule should be followed.
- 3.5 Exchange-Student status and responsibilities:
- 3.5.1 Students participating in the Student-exchange Program shall register in the Programs, offered by the Host Institution, subject to the prior approval of the Home Institutions. Such Students shall enroll for full-time Programs only.
- 3.5.2 Participating students shall pay all applicable Tuition Fee at their Home Institution and shall enjoy academic benefits at the Host Institution, without incurring any additional charges.
- 3.5.3 Participating students shall bear the cost of Boarding and Lodging while enrolled at the Host Institution.
- 3.5.4 Some Programs may require the participating Student to bear and pay extra cost of materials and/or of transportation,
- 3.6 The Home Institution shall select participating students on the basis of academic-merit and other criteria as may be mutually agreed upon by the Participating Parties. The Host Institution reserves the right to admit or reject any student nominated by the Home Institution which decision shall be final.
- 3.7 Participating students shall be required to attend all Classes, of the Program, per the Academic Calendar, as notified by the Host Institution. Host Institution shall immediately communicate to the Home Institution should any of the latter's Nominated Students drop out of the Exchange Program or stop attending classes completely. The participating student shall be bound by the then prevalent rules, regulations and conduct rules prescribed by the host Institution.
- 3.8 Participating students shall ensure that the Identification Cards are always displayed on their Body, while on Campus or at any of the Facilities of the Host Institutions
- 3.9 At the end of the Student Exchange-study Period, the Host Institution shall provide, to the Home Institution, not later than six weeks from the last day of the Student-

  
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exchange Study Programme, Transcripts of the Course-wise Grades received by each student, under the Collaborative Program

### III. HOSTING OF SHORT-TERM PROGRAMME

Participating Parties agree to facilitate the conduct of Short-term Faculty-led Programs in their respective Institution. These Programs should equip the Students participating under this Student-exchange short term Collaborative Arrangement with the knowledge and skills envisaged of the respective Institutions offering these Programs. The Participating Parties duly acknowledge that under this Short term Programme their responsibilities may include offering the visiting Students with Accommodation, Conveyance, arranging for cultural excursions, organizing Guest Lectures, Classroom-Learning, On-site Facilitation and also arranging for Meetings with relevant organizations and individuals.

1. Guidelines on Short Term Program under the Student-exchange Program.
  - 1.1 The Maximum number of students that can participate in this Student Exchange Program, at any point of time shall not exceed twenty [20].
  - 1.2 Every Batch of Students will be accompanied by a Faculty Member, of the Host Institution not below the position of an Associate Professor.
  - 1.3 The Short Term Program offered by the Participating Parties shall not exceed a duration of Twenty One [21] working days and shall not be less than 30 hours of contact classes.
2. The Program-structure and curriculum will be finalized by mutual agreement.
3. The Exchange students shall bear the cost of Boarding and Lodging, Local Conveyance Cultural Excursion but all Academic-related expenses will be borne by the Host Institution.
4. Exchange-students, on successful completion of the Short Term Program, will be provided with Certificates from the Host Institution.

### IV. FACULTY/STAFF EXCHANGE PROGRAM

1. The Participating Parties agree, to offer by mutual agreement, to their respective Faculty / Staff Short-term Exchange Programme for teaching, research or collaborative project activities, subject to financial feasibility.
2. The specific nature of the Faculty/Staff Exchange-program may vary; however, unless otherwise agreed , the following arrangement shall be made:
  - 2.1 The Host Institution agrees to provide suitable Accommodation for Exchange Faculty/Staff, so selected for such Program
  - 2.2 While participating in the exchange program, the visiting faculty/staff shall continue to receive salary and benefits from the Home Institution only.
  - 2.3 The Home Institution or the visiting Faculty or Staff shall be responsible for local conveyance from the given Accommodation to the Host Institution, while deputed under the Faculty/Staff Exchange Program.
3. The period of the Exchange-program for Faculty / Staff shall not exceed one semester or six months.

  
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4. Exchange Faculty/staff shall be subject to the Regulations, Policies, Guidelines, Processes and Rules of the Host Institution. They will be duly apprised, by the Host Institution, of Regulations, Policies, Guidelines, Processes and Rules. Any Exchange Faculty / Staff Member accused of violating or infringing any of the Regulations, Policies, Guidelines, Processes and Rules of the Host Institution, while under the Faculty Exchange Program be subjected to the same process as applicable to similar Faculty/Staff of the Host Institution. The Home Institution shall withdraw the Faculty/Staff Member from the Exchange-assignment upon request by the Host Institution, if the said Member is found guilty of any violation or infringement of relevant the Regulations, Policies, Guidelines, Processes and Rules.
5. Research Paper / Patent developed during the joint activity will be owned by the home institution.
6. Both the University will organize some joint seminars, symposia workshop, FDP, SDP etc.

## V. TERM, TERMINATION, AMENDMENT, RENEWAL, AND CONFLICT RESOLUTION

- 1.1 This MoU shall become effective on the date of its signing by both parties and continue to be in force for Five (5) years, there from, subject to any revision or modification by mutual agreement and shall terminate automatically at the end of such period unless 180 days prior to Expiry of this MoU, the Participating Parties provide written notice to each other of their mutual intention to renew the MoU for an additional three-year term.
- 1.2 Either Party may terminate this MoU without cause at any time during its subsistence. Termination by one party shall be effected by giving the other party at least 180-days of advance written notice of its intention to terminate. Students who are undergoing Student-exchange Program at the respective Host Institution as at the date of termination may complete their course of study. Such Termination shall be without penalty.
- 1.3 Any amendment to this MoU shall be made only with written agreement by both the Participating Parties.
- 1.4 This MoU is signed in good faith and in accordance with the administrative rules and procedure governing each party. Therefore, by virtue of this good faith, any conflict that may arise with respect to its interpretation, formalization, and fulfilment will be resolved by agreement between the two parties.
- 1.5 The Participating Parties agree that should an amicable resolution as conceived in para 1.4 above is not feasible then the dispute, if continuing, shall be referred to a Sole Arbitrator under the Indian Arbitration and Conciliation Act 1996 and the venue of such Arbitration Proceedings will be Bengaluru.
- 1.6 Neither party shall use the other institution's name, or any name or trademark in any form, including advertising, promotion or sales literature except in the website

  
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of Home Institution without first obtaining the written consent of the other institution. Neither party shall assign or purport to assign any right under this agreement without the prior written approval of the other party.

1.7 This MoU shall be the basis for execution of separate and specific agreements for specific exchange programs that the parties may agree upon

## VI OFFICIAL LANGUAGE

This MoU has been prepared in the English Language, which shall be the official language for this agreement. Any translations or other versions of this Agreement are solely for the convenience of the parties and are not binding of the parties.

TDU, Bengaluru and ICAI University, Tripura have agreed to and hereby execute this MoU through their Authorized Representatives.

## VII DISPUTE RESOLUTION:

All disputes arising out of or related to this agreement including any interpretation of clauses thereof shall be resolved by reference to a sole arbitrator located at Bangalore. The Arbitration shall be governed by the Arbitration and Conciliation Act and the seat and place of Arbitration shall be at Bangalore. The language of Arbitration shall be English and Indian Law shall apply. Such Arbitration shall be under Section 29B namely fast track Arbitration under the Arbitration and Conciliation Act.

Alternatively, by mutual consent of the Participating Parties, such disputes may be resolved by Mediation and Conciliation


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Date: -----