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MEMORANDUM OF UNDERSTANDING (MoU)

Between

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

And

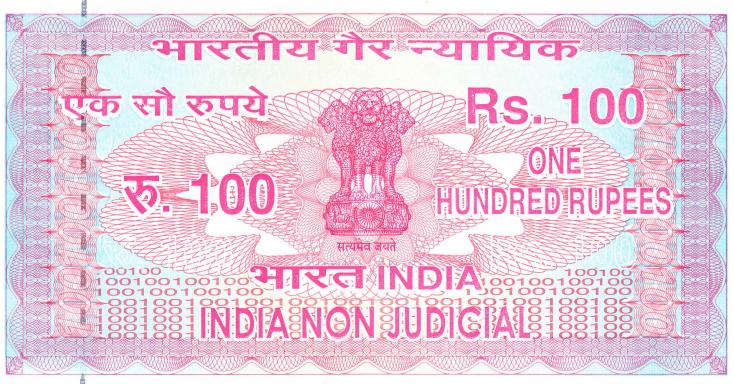
Lourdes Hospital, Post Graduate Institute of Medical Science and Research, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 25th day of June 2020 between **St. Albert's College (Autonomous), Kochi, India**, represented by its Chairman, Fr. Antony Arackal (hereinafter referred to as "ALBERTS") as **the first party** and **Lourdes Hospital**, **Post Graduate Institute of Medical Science and Research**, **Kerala**, **India**, represented by its Director & CEO, Fr. Shaiju Augustine Thoppil (herein referred as "Lourdes") as the **second party**.

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Purpose

Whereas

- 1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 33 programs in both UG and PG and 7 research degrees.
- 2. ALBERTS, desirous to associate with LOURDES on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

- 3. LOURDES is a NABH accredited charitable Hospital functioning with 41 specialty and super specialty departments under the aegis of Archdiocese of Verapoly.
- 4. LOURDES 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.

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* 12 JUN 2020

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

ALBERTS and LOURDES 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.

Research

- 5. Faculty/Researchers/Students of ALBERTS and LOURDES can collaborate in future research projects that either involve working cooperatively with each other and/or cover any research topic with a common interest. Activities include, but are not limited to, efforts toward developing proposals for collaborative research, co-authoring publication, organizing joint conferences/seminars/workshops, and faculty in collaborating institutions' advisory board of research committee/journals, conducting joint research projects, or establishing joint research centers etc.
- 6. ALBERTS and LOURDES can collaborate in future to conduct lectures, workshops, seminars, research conferences and similar events in areas of mutual interest for the benefit of students, Institutes, Corporate sectors and society at large.

Exchange Programs

- 7. Faculty members of ALBERTS and Professionals of LOURDES can travel between to participate in activities that can enhance their knowledge and also to foster relations between the parties. Activities include, but are not limited to, delivering lectures, teaching a course, taking a sabbatical, faculty in other institutions Board of Studies/Academic Councils, acquiring skills for institutional governance 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 knowledge. Activities include, but are not limited to, a semester study with credit transfer, dual specialization, taking short term certificate courses, etc.

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Training / Internship

- 9. LOURDES shall issue single entry passes for students from ALBERTS and any other institution proposed by ALBERTS for an industrial visit.
- 10. LOURDES may offer a one/two-month long internship for the students of ALBERTS, where ALBERTS shall provide the list of students who are interested to avail this internship opportunity
- 11. LOURDES may offer placement for the students of ALBERTS and shall conduct Placement Drives in the college premises

Other Support

- 12. Either party may deliver live cases/problems faced in the industry or any data where the students of the other party can have access for class-room discussion. The outcome of such discussions may be shared with LOURDES for evaluation/assess the practicality of the solution to the existing problem.
- 13. LOURDES may support ALBERTS in having industry experts as mentors for their students with no monetary obligation on either party and these mentors would be supporting the students for their smooth transition from Campus to Corporate.
- 14. LOURDES may deliver industry lectures at ALBERTS for the development of students with no monetary obligation on either party.

General Provisions

- 15. Treatment of intellectual property rights developed through collaborations under this MOU will be the common property of both the parties.
- 16. Academic members of staff and other personnel of a partner institution may spend periods not normally exceeding three months / mutually agreed time period in the other partner institution. In supporting such an arrangement, the home institution undertakes to continue the salary of the participant. All other financial matters, including travel costs, are subject to the concerned party and its employee.
- 17. The host institution agrees to assist to provide boarding, lodging and necessities and to provide work space, library and laboratory facilities as appropriate.

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Costs

- 18. 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.
- 19. Where applicable, the fee for services from LOURDES to ALBERTS and vice-versa will be as agreed with the approvals of the signatory authorities.

Applicable Law and Jurisdiction

20. 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 3 arbitrators mutually agreed by the parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be in a mutually agreed location. 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

21. 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 its failure to perform as agreed in the MoU.

Assignment

22. 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

23. 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.

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24. 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.

Tenure of MoU

25. This MoU shall be effective for a period of 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.

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

Fr. Antony Arackal

Chairman

St. Albert's College (Autonomous)

Fr. Shaiju Augustine Thoppil

Director & CEO

Lourdes Hospital Post Graduate

Institute of Medical Science and

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Research

Witness 1: Principal

Witness 2: HoD

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