# **Memorandum of Understanding**

Between

# St Francis Institute of Management & Research

and

### **Binary University**

#### 1. Preamble

- 1.1. St Francis Institute of Management & Research located in Mumbai, India (promoted by the Society of the Congregation of Franciscan Brothers) and Binary University, located in Selangor Darul Ehsan, Malaysia, are willing to enter into and formally establish this "Memorandum of Understanding" (hereinafter referred to as MOU).
- 1.2. The purpose of this MOU is to promote and expand international understanding, development, and friendship as well as stimulate and support academic pursuits among the students and faculty of the two institutions (St Francis Institute of Management & Research and Binary University hereinafter referred to as SFIMAR and Binary respectively). Identified general areas of mutual interest may include but not limited to the following:
  - student exchange programs;
  - faculty exchange programs;
  - cooperative/collaborative research projects;
  - exchange of publications; and
  - short-term training, workshops, seminars and conferences.
- 1.3. Both institutions realize that in general the language of instruction in both the institutions is English.
- 1.4. The term "host" institution refers to the Institute/University the student or faculty member plans to visit. The term "home" institution refers to the Institute/University where a student is studying or, in the case of faculty members, the university where the faculty member is regularly employed.
- 1.5. Both institutions understand that this MOU is not exclusive and each institution is permitted to enter into other such agreements with other universities.

### 2. Terms and Termination of the MOU

The term of this MOU shall be five years (2017 - 2022) from the date of signing. The MOU may be renewed for additional periods by written agreement of the institutions, prior to the end of the

initial five-year term (or any subsequent extension of the MOU). During the initial five-year term (and subsequent extensions, if any), the parties shall consult at least annually to discuss the program, any problems that have arisen, and opportunities for improvement. Either party may terminate this MOU at any time (during the initial five-year period or any extension period) by giving six months advance written notice.

#### 3. Contact Person

Both the institutions will designate a contact person assigned with the responsibility of coordinating MOU activities in general terms. For SFIMAR, the contact person will be the Director of the Institute. For Binary, the contact person will be Mr Gilbert Alvin, Director of International Collaborations.

# 4. Scope of Co-operation

While a wide range of activities, in the academic and education field is identified within the MOU, any specific program will be addressed under separate written agreements between the two institutions which will serve as appendixes to this master MOU.

## 5. Student Exchange

- 5.1. Participation in the student exchange programs is meant for advanced skilling, training and gaining advance knowledge and does not constitute admission into any academic degree program or lead to the award of any academic degree at the host institution, unless otherwise permitted under the various rules and regulations governing such participation in both the countries. The terms and conditions of each student exchange program will be the subject matter of a properly laid out agreement, as referred in Clause 4 above.
- 5.2. Each institution will accept students from the other institution on an approximate one-for-one basis for the specified program during an academic year. Such students will bear the participation costs charged by the host institution as mutually decided by both the Institutions. A special fee may be approved by the Governing Council or Senate as a recognition of this MOU. The selection procedure by which reciprocal exchange students are nominated is the responsibility of the home institution.
- 5.3. The numbers of exchange students to be sent by each institution each year will be decided upon by mutual agreement between the two institutions. Exchange students may join specialized skilling, training and knowledge enhancement programs at the host institution, depending upon their needs and on the policies of the home institution.
- 5.4. Each institution shall try to exchange the same number of students each year. If either institution is unable to designate the full quota of qualified students during any given academic year, this will not affect the other institution's ability to send its exchange students for any of the areas under the student exchange program.
- The host university shall normally accept students recommended by the home university. However, each institution reserves the right to accept or reject any exchange program student. Notification of acceptance or rejection of each student shall be provided to the other university within 30 days of the host institution's receipt of the home institution's nomination.

- 5.6. The acceptance of exchange is conditional on obtaining the necessary immigration and travel clearance from respective government authorities in the host country and the host institution will endeavor to assist in obtaining proper documents and will guide each student through the respective immigration and visa procedures. However, immigration matters are the responsibility of the exchange student.
- 5.7. All exchange students shall be subject to fulfil the academic and other regulatory provisions of the host institution. Exchange students will have the same privileges and enjoy the same access to campus facilities and amenities.

### 6. Faculty/Staff Exchange

- 6.1. The faculty/staff of an institution under the terms of the MOU may participate in a variety of activities at the other institution.
- 6.2. Such activities may include faculty exchange for instructional and/or research activities for short term or extended periods of time; conducting conferences, seminars, workshops, training programs and/or lecture series; providing professional expertise as consultants on special projects within the institutions; short term visits for observation purposes including exploration of further development activities between the two institutions; working with the businesses, industries and the community in which the institutions are located; and for all other activities as may be identified during the term of the MOU.

This MOU will be subject to compliance with all governing rules and regulations in the respective countries.

IN WITNESS THEREOF, the parties representing the two institutions have offered their signatures below:

FOR St Francis Institute of Management & Research	FOR Binary University
Show!	Labelice
Dr. Subhransu Sekhar Mohanty Director	Prof. Dr Sulochana Nair Vice Chancellor
An Alphonse	MM GSA
Bro. Alphonse Nesamony	Dato Professor Joseph Adaikalam
Chairman ST FRANCIS	Executive Chairman
St. Francis Institute of Management &	Binary University, Kuala Lumpur,
Research Mumbai, India	Malaysia
Date: 24th November, 2017	Date: 24 <sup>th</sup> November, 2017