

**MEMORANDUM OF UNDERSTANDING  
FOR  
ACADEMIC COOPERATION  
BETWEEN  
ST. FRANCIS INSTITUTE OF MANAGEMENT AND RESEARCH, INDIA  
AND  
OTTAWA UNIVERSITY, U.S.A.**

St. Francis Institute of Management and Research ( hereinafter SFIMAR), located at Gate No.5, Mount Painsur, S.V. P. Road, Borivali (West), Mumbai, INDIA, represented by its Chairman, Bro. Alphonse Nesamony, and Ottawa University (hereinafter Ottawa), located at 1001 South Cedar Street, Ottawa, Kansas, USA, represented by its Dean, Global Initiatives, Dr. Marylou DeWald agree to cooperate in regard to international programs based on the principle of reciprocity. SFIMAR and Ottawa are referred to individually as a “party” and collectively as “parties”

This Memorandum of Understanding (hereinafter MOU) serves as a legal document for both parties to establish and develop their bilateral relationships. This will also help enhance research and educational processes at both institutions and thereby expand the academic spectrum and culture awareness between the institutions’ respective faculties, staffs and students.

The parties hereby agree as follows:

1. Both parties will work together to develop mutual agreements for cooperation based on their respective academic and educational needs. The activities in which specific agreements may be developed include:

- Exchange of faculty members and students at the undergraduate and graduate level;
- Study abroad opportunities in both the USA and India;
- Exchange of academic information, materials and programs;
- Developing and implementing joint academic programs;
- Co-organizing joint conferences and workshops as well as international training programs; and
- Other cooperative activities as appropriate

2. The development and implementation of each exchange/activity based on this MOU shall be separately discussed and determined by both parties under a supplemental agreement, which shall reflect the parties’ mutually agreed objectives, the funding arrangements, and the allocation of responsibility for that activity. Each Supplemental Agreement will be appended to this MOU, and the terms of the Supplemental Agreement will control the administration of the activity or activities described therein.

3. Nothing in this Agreement shall diminish the full autonomy of either institution or impose constraints on either party in carrying out the agreement. Each party acknowledges and agrees that this MOU creates no financial obligations between the parties.
4. Both parties agree that, in the event of research collaboration leading to patent rights, copyrights, or other intellectual property rights, a further agreement must be negotiated in each case in accordance with the policies of the two parties on intellectual property.
5. All programs and activities under this MOU will be operated in accordance with the laws and regulations of the respective countries.
6. If either party wishes to disclose confidential data and/or information resulting from the cooperation activities under this MOU to any third party, the disclosing party must obtain prior consent from the other party before any disclosure can be made. Consent is not to be unreasonably withheld.
7. Any differing viewpoints and interpretations of this MOU shall be settled amicably by mutual consultation or negotiation. Both parties agree to refrain from unilateral action and to consult and negotiate mutually agreeable decision. In the event that the process of discussion and mutual consultation fails to achieve a resolution of the disagreement, which is acceptable to both parties, the disagreement will be submitted to arbitration. Any such arbitration shall be governed by a separate agreement.
8. This MOU shall become effective on the first day after both parties have signed the document and shall remain in effect for a period of three years from that date. It will be automatically renewed for further periods of equal time, if it is not resigned by either party. Any necessary modifications or early termination of this MOU require written notice six months in advance. In case this MOU ceases to be effective on account of termination, the provisions of all valid supplemental agreements shall continue to apply to the extent necessary to secure the implementation of existing activities as agreed upon in the supplemental agreements.

9. This MOU is executed in English in two copies, one for each party, which have equal legal effects.

Duly authorized representatives of St. Francis Institute of Management and Research and Ottawa executed this MOU as of the date and year given below.

**For St. Francis Institute of Management and Research**



Bro. Alphonse Nesamony  
**Chairman**

Date: 07.10.2018

**CHAIRMAN**  
ST. FRANCIS INSTITUTE OF  
MANAGEMENT & RESEARCH  
For Ottawa University



Dr. Marylou DeWald  
**Dean, Global Initiatives**  
Date: 07.10.2018

