

Memorandum of Understanding for Library Services

Between

**Marian College
Kuttikkanam (Autonomous)**



&

St. Thomas College of Teacher Education, Pala



**MEMORANDUM OF UNDERSTANDING
[MOU]**

BETWEEN

Marian College Kuttikkanam (Autonomous)
AND

St. Thomas College of Teacher Education, Pala

This Memorandum of Understanding (hereinafter called as the MoU) is entered on this 17th day of January, 2020

BETWEEN

Marian College Kuttikkanam (Autonomous) the **first party** represented herein by its Librarian (herein after referred as first party which expression shall unless excluded by or Repugnant to the context or meaning thereof to be deemed to mean and include its successors and assigns).

AND

St. Thomas College of Teacher Education, Pala the **second party** represented herein by its Librarian (herein after referred as second party which expression shall unless excluded by or repugnant to the context or meaning thereof to be deemed to mean and include its successors and assigns).

The first party and the second party are hereafter jointly referred to as parties and individually as party)

WHEREAS:

The parties which are institutions imparting and offering educational courses herein after have intended agreed and consented in the following terms and deeds in pursuance of a common intent to promote and strengthen the integral development of their students and research scholars which are specifically explained the objectives and field of co-operation as:

1. Inter library loan transactions; which includes exchange of academic materials, (articles, books chapters) and publications on reciprocal basis under the provisions of this MoU.
2. Sharing of reference service reciprocally
3. Jointly organize seminars/webinars, conferences, or workshops,
4. Participating in seminars/webinars and similar academic discussions
5. Extension of the use of library facility to students, and faculty members reciprocally with specific prior sanction of the principal of the college concerned
6. Offering research consultancy service
7. Offering inter institutional certificate courses
8. Extend support in research conducted by faculty and students of both colleges- including assistance in plagiarism checking
9. Mutual support in the purchase of books and resources
10. Organising training for librarians, faculty members and students

Both the parties have agreed to develop the above collaborative activities in the academic areas of mutual interest, on a basis of equality and reciprocity. The objectives stated above define the framework for the cooperation of the parties in the following sections.

2. SCOPE OF MOU

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any activities that either party would otherwise be able to undertake.

The details for the efficacious implementation of the memorandum of understanding shall be jointly worked out on mutually acceptable terms within the parameters of the policies, rules and regulations of both the institutions.

There is no financial commitment on the part of Marian College Kuttikkanam (Autonomous) and St. Thomas College of Teacher Education, Pala to take-up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

3. PERIOD

This MoU shall remain in force for a period of five years from the date of its signature and seal and may be terminated by either side by giving six months' notice to that affect in writing.

The parties to the memorandum with the consent and approval of their principals may, by mutual consent, add, modify, amend, delete, review, or revise any term (s) and condition(s) of this agreement

4. DISPUTE RESOLUTION AND ARBITRATION

This memorandum of understanding shall be governed by the laws of Union of India and State of Kerala. Any dispute arising with this MoU shall be first brought to the notice of the Principals of both the parties who shall try to resolve them, failing which legal reasoning be taken in the jurisdiction of court in Idukki.

The terms and conditions of this memorandum of understanding shall not be disclosed to any third parties by any party of this memorandum of understanding without the prior written consent of both parties.

5. FORCE MAJEURE

Without prejudice to accrued liabilities and rights, no party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this memorandum of understanding to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that party, including but not limited to acts of god, acts or regulations of any

governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.

6. INTELLECTUAL PROPERTY

Nothing contained in the MoU shall, by express grant, implication, Estoppels or otherwise, create either party any right, title, interest or license in or to the intellectual property (including but not limited to know-how, inventions, patent, copy right, and designs) of the other party.

We agree to the terms and conditions stated above.

IN WITNESS WHEREOF, the parties hereto have caused this memorandum of understanding to be executed in duplicate, through their representatives in the day and year first above written:

Now the memorandum of understanding witnesses as follows.

Signed on this the 17th day of January, 2020

Principal

Marian College Kuttikkanam

(Autonomous)

Idukki, Kerala



Principal

St. Thomas College of Teacher

Education, Pala

Kottayam, Kerala



Witness:

1. The Librarian, Marian College Kuttikkanam (Autonomous), Idukki, Kerala

2. The Librarian, St. Thomas College of Teacher Education, Pala, Kottayam, Kerala