



MEMORANDUM OF UNDERSTANDING

Between

ARKA JAIN UNIVERSITY, JHARKHAND

And

SAN PEDRO COLLEGE, PHILIPPINES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as the “**Agreement**”) is entered into and executed at Davao City, Philippines on this 23rd day of November 2021 (hereinafter referred to as the “**Effective Date**”) by and between: -

ARKA JAIN University, Jharkhand is a private university established by the Jharkhand State Legislature under “THE ARKA JAIN University Act, 2017”. The University is government recognized university with the right to confer degree as per the section 2(f) and 22 (1) of the UGC Act ,1956 having its corporate office at D-28, Danish Arcade , Opp. Asian Inn Hotel Dhatkidih, Jamshedpur-831001 and campus at Mohanpur, Opp. Kerala Public School , Gamharia , Dist - Seraikela Kharsawan, Jharkhand -832108 , represented by its Registrar, **Mr. JASBIR SINGH DHANNJAL**, (herein after referred to as the “ARKA JAIN University” or the “FIRST PARTY” which expression shall include its successors and assigns) for the purpose of undertaking collaborative activities.

AND

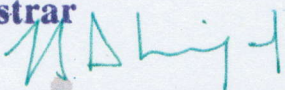
San Pedro College is a Dominican Learning Institution dedicated to provide compassionate and loving service to its partner communities, located at 12 C. Guzman St., Davao City, Philippines, herein represented by the President **SR. AIDA T. FRENCILLO, OP** hereby referred to as “SECOND PARTY.”

ARKA JAIN University, Jharkhand and **San Pedro College, Philippines** are hereinafter jointly referred to as the "Parties" and individually as the "Party".

WHEREAS:

- I. **ARKA JAIN University** was established in February 2017 by the JHARKHAND State Legislature under "The ARKA JAIN University Act". The University is a government-recognized university with the right to confer degrees as per the sections 2(f) and 22(1)

Registrar



ARKA JAIN University, Jharkhand

of the UGC Act, 1956. The sprawling campus of the University is situated at Gamharia, Dist: Seraikela - Kharsawan, 13 km from steel city Jamshedpur. The University offers multi-disciplinary programs, all of which are designed to be industry -relevant. The University runs various courses in Pharmacy approved by Pharmacy Council of India (PCI) New Delhi under the School of Pharmacy.

- II. **SAN PEDRO COLLEGE** was founded in 1956 by the Dominican Sisters of the Trinity from Quebec, Canada. A private higher educational Dominican Learning Institution dedicated to provide compassionate and loving service to its partner communities. San Pedro College offers multi-disciplinary programs which are accredited by the Commission on Higher Education (CHED) and other accrediting agencies that maintains the quality of education. SPC has its Pharmacy Department duly approved by the CHED and other governing bodies in the Pharmacists field.
- III. The Parties have appreciated each other's objectives in promoting Excellence inter alia in common area of interest, imparting knowledge and skills required to operate in the area of Academic, Research and Training and are desirous of putting the broad terms of the intentions into a Memorandum of Understanding (MOU) for the areas identified for co-operation and commit to co-operate to the fullest extent by mutual understanding.
- IV. This MOU is subject to the approval of the respective Statutory Authorities of the parties here to and subject to changes as may be desired.
- V. The autonomy of each party shall not be diminished, nor constraints be imposed on to carry out the MOU.
- VI. The development and implementation of specific forms of cooperation based on this MOU will be separately established/ decided between parties and outlined in executive protocols, specifying the nature of joint activities, financial and other arrangements.

NOW THE MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- I. Both the Parties have hereto identified the following areas where they agree to mutually cooperate to the fullest extent:
 - a. Workshop/ Seminar and Conference/Virtual exchange of Classes/Faculty Exchange Program Virtually: **San Pedro College** or **ARKA JAIN University** could participate as Faculty / Speaker Workshops, Seminars, Continuing Education and Training programmes conducted by both parties for Faculty Members, Research Scholars and students.

- b. Both parties agree to undertake students and involved them for Joint Research Projects which are mutually beneficial. However selected M. Pharm/U.G. students will get opportunity to pursue their research projects at the virtual guidance of **San Pedro College**.
- c. Extend help and Co-operation in developing Curriculum of Continuing Education Programmes, on such terms as may be mutually agreed to including Joint Meeting of Curriculum Development Committees / bodies.
- d. **Both parties** will take selected students of Pharmacy for / Internship training every year with the students as agreed mutually by the parties.
- e. Absorption / Employment for the students will be purely on the discretion of **both parties** (As per their requirement).
- f. Students of **Both Parties** if interested can enroll for the pharmacy course run by both parties by fulfilling their admission norms at fee structure mutually agreed by the parties and the standards set by their Pharmacy Board and other governmental agencies.

II. Faculty Development Programmes:

Faculty Development Programs are an essential component in standardizing the Class room teaching all over the country. These programs help the teachers in updating them with the student's expectation, Institution's expectation and proper penetration in imparting relevant areas of specialization. The fellow members of the corporate could contribute in the faculty development program of both institutions in the domain of Allied Health Science, Pharmacy.

III. Non-Binding Nature of the MOU

Nothing in this MOU shall be construed as creating any contract, partnership, agency or other legal relationship between the parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this MOU. The acts performed and action taken by either party that do not fall under the MOU shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained. Also, the MOU does not restrain or preclude parties from entering into similar MOUs with any other organization during currency or the extended currency of this MOU.

IV. Terms and Termination of the MOU

The MOU shall come into force immediately upon its signing by the parties. The MOU will be in force for an initial period of five (5) years. MOU may be extended further on

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ARKA JAIN University, Jharkhand

the mutually agreed terms. ARKA JAIN University or **San Pedro College** shall not have any right to claim extension or renewal of contract.

- a. This MOU may be terminated by mutual consent of the parties before the aforesaid term of five (5) years.
- b. This MOU can also be terminated by either of the parties by giving advance notice of three (3) months period without jeopardizing the ongoing collaborative undertakings.
- c. The implementation and/or continuance of programmes or project established pursuant to this MOU prior to the effective date of termination shall not be affected by the termination of this MOU.

V. Amendments

No change, alteration or modification of this MOU shall be valid, unless in writing and signed by both the Parties hereto.

VI. Severability

If any provision of this MOU is held invalid, unenforceable or illegal for any reason, this MOU will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

VII. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other.

VIII. Confidentiality

Both Parties agree to treat the contents of this MOU and any valuable information provided, developed, found or acquired in the process or performance of this MOU, as confidential and agree and undertake that the Parties shall not disclose the contents of the same to any third party without the prior consent of the other Party unless such information is required to be disclosed under the applicable law, or in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction. In such case of disclosure of confidential information, the disclosing party shall promptly notify the other party in writing of such disclosure.

For purposes of this MOU, "Confidential Information" includes information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Provided that upon the expiration, cancellation, or termination of this MOU, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

IX. Governing Law

The MOU shall be interpreted in accordance with and governed by the applicable laws in India.

X. Dispute Resolution

It is hereby agreed by and between the parties that if any controversy, dispute or difference shall arise concerning construction, meaning, violation, termination, validity or nullity including without limitation the scope of any Clause or effect of this MOU or any part thereof, or of the respective rights or liabilities herein contained, the Parties shall settled through mutual consultations and agreements.

XI. Points of Contacts

For managing the activities under this Understanding, the Contact Persons responsible at either party are as follows, including their contact and location details:

For Party II	For ARKA JAIN University , Jharkhand
Name: Dr. Fatima May Tesoro	Name : Prof (Dr.) Jyotirmaya Sahoo
Designation: Dean	Designation : Dean
Address: SAN PEDRO COLLEGE 12 C Guzman St., Davao City, Philippines 8000	Address : ARKA JAIN University Campus , Opp. To Kerala Public School , Mohanpur , Gamharia , Dist. Seraikela Kharsawan , Jharkhand -832108
E-mail id: fatimamay_tesoro@spcdavao.edu.ph	E-mail id: dr.jyotirmaya@arkajainuniversity.ac.in
Tel. +63 082 221-0634	Tel : +657 2220285
Mob.: +63 9176560607	Mob . : 9861433157

XII. Signed in Duplicate

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

By signing below, the Parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

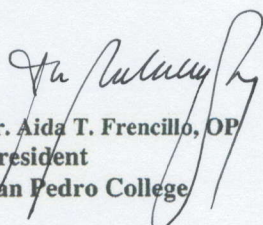
Signed on Behalf of
ARKA JAIN University, Jharkhand

Registrar

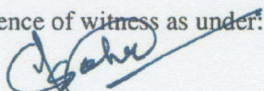

ARKA JAIN University, Jharkhand
Mr. Jasbir Singh Dhanjal
Registrar
ARKA JAIN University, Jharkhand



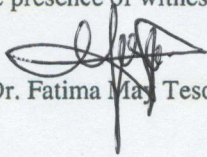
Signed on Behalf of
San Pedro College


Sr. Aida T. Frencillo, OP
President
San Pedro College

In the presence of witness as under:


1. Prof. Dr. Jyotirmaya Sahoo

In the presence of witness as under:


1. Dr. Fatima May Tesoro