MEMORANDUM OF UNDERSTANDING BETWEEN ST. ANTHONY'S COLLEGE SHILLONG INDIA AND CEGEP JOHN ABBOTT COLLEGE CANADA

ON EDUCATIONAL COOPERATION

St. Anthony's College, India, hereinafter referred to as "SAC" and Cégèp John Abbott College, Canada, hereinafter referred to as "JAC", hereinafter individually referred to as "the Party" and jointly referred to as "The Parties";

ACKNOWLEDGING that;

- JAC is a public English speaking college known as College d'enseignement general et professionnel (CEGEP), having its address at 21275 Lakeshore Road Saint-Anne-de-Bellevue, Quebec Canada. Whereas JAC is a post secondary teaching institution offering pre university and career programs;
- 2. SAC is a post secondary private education institution, having its address at Shillong 793001, Maghalaya, India.

DESIRING to support the cooperation between the Parties in education and training programs;

PURSUANT TO the prevailing laws and regulations, policies and procedures of India and Canada

HAVE REACHED the following understanding:

ARTICLE 1 OBJECTIVE OF COOPERATION

The objective of this Memorandum of Understanding (MOU) is to cooperate in educational projects in areas of mutual interest.

ARTICLE 2 SCOPE OF COOPERATION

The Parties agree to implement cooperation programs including but not limited to:

a. Exchange on best practices

- b. Faculty and student exchanges
- c. Curriculum development
- d. Skills based certification courses that are left to the choice of the two parties
- e. Other areas as mutually agreed upon by the Parties.

ARTICLE 3 LOCATION OF ACTIVITIES

- (1) The Parties agree to implement the programs stated in Article 2 at JAC and SAC.
- (2) Any changes of the location of the programs shall be mutually agreed upon by the Parties.

ARTICLE 4 EXECUTING AGENCY

To implement this MOU:

- (1). SAC appoints the Vice Principal, head Department of Computer Science hereinafter referred to as SAC rep.
- (2). JAC appoints the Director of Continuing Education and International Programs (hereinafter referred to as JAC rep).

ARTICLE 5 FINANCIAL ARRANGEMENT

- (1) Any cooperation under this MOU is subject to the availability of funding sources and approval by relevant authorities
- (2) Any specific project of joint interest will be detailed in a separate agreement, including financial and program specific arrangements.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

- (1) Each Party shall protect, within its territory, intellectual property rights of the other party in accordance with the domestic law in force in their respective countries.
- (2) In case of specific arrangement, programs or projects that may result in intellectual property, the Parties shall conclude separate arrangement in accordance with their respective laws and regulations.

ARTICLE 9 CONFIDENTIALITY

In the event that either Party wishes to disclose any data and/or information supplied in or resulted from the implementation of this MOU, the disclosing Party shall have prior written consent from the other Party.

ARTICLE 10 LIMITATION OF PERSONNEL ACTIVITIES

The Parties shall ensure that their personnel engaged in the activities under this MOU shall engage only in activities under the framework of this MOU with respect to national laws and regulations of the respective countries.

ARTICLE 12 SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation and/or application of this MOU shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 13 AMENDMENT

- (1). This MOU may be amended or revised at any time by mutual written consent of The Parties, and such amendment shall form an integral part of this MOU.
- (2). Such amendment or revision shall come into force on the date as may be determined by the Parties.

ARTICLE 14 ENTRY INTO FORCE, DURATION AND TERMINATION

- (1) This MOU shall enter into force on the date of signing.
- (2) This MOU shall remain in force for a period of five (5) years and may be extended for another period of five (5) years by mutual written consent of the Parties.
- (3) Either Party may terminate this MOU at any time by giving written notification to the other Party on its intention to terminate this MOU, six (6) months prior to the date of the termination.
- (4) The termination of this MOU shall not affect the completion of any projects and programs in progress and not completed at the time of termination.

IN WITNESS WHEREOF, the undersigned, have signed this MOU.

DONE in duplicate at **SHILLONG**, **MEGHALYA**, **INDIA** on the .31ST day of **MAY** n the year 2013 in 2 (two) originals, in English.

ST. ANTHONY'S COLLEGE

CEGEP JOHN ABBOTT COLLEGE CANADA

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Br. Albert Longly Dkhar SDB Principal

St. Anthony's College, Shillong Meghalaya. India.

Madame Ginette Sheehy

DIRECTOR GENERAL