

**6:7:4(1)**

- (iv) Memorandum of Understanding between CCS, NEHU and Elgin Community College, Illinois, USA.

The School Board of Social Sciences in its meeting held on 21<sup>st</sup> September, 2010 recommended the collaboration between Department of Cultural & Creative Studies, NEHU, Shillong and Elgin Community College, Illinois, USA as well as the Memorandum of understanding as placed at Annexure 'A'.

The matter is placed before the Council for consideration.

## MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH-EASTERN HILL UNIVERSITY AND ELGIN COMMUNITY COLLEGE

**THIS AGREEMENT**, effective from the date on which the Agreement is signed and entered into by and between the North Eastern Hill University, Shillong, India (hereinafter referred to as NEHU) and Elgin Community College, Elgin, Illinois, USA (hereinafter referred to as ECC) under the following terms and conditions:

### ARTICLE 1: PURPOSE

**1.1** The purpose of this Agreement, and the Supplementary Agreements envisioned herein, is to establish linkages and create the foundation for mutual cooperation and collaboration among the academic disciplines that NEHU and ECC (hereinafter referred to as the partner institutions)<sup>1</sup> have in common.

### ARTICLE 2: SCOPE

**2.1** The scope of this Agreement will include the areas of teaching, research, faculty and student exchanges, and any other related areas that are mutually determined to be appropriate by the two partners in the future. Under the framework of this Agreement, any and all Faculties, Schools, Departments and Units of the two partners have the ability, in coordination with the respective points of contact identified in Article 4.1 of this document, to develop and engage in joint activities. The content and special conditions of such activities shall be specified by the partners in Supplementary Agreements to this Agreement that will govern their collaborative relationship. This Agreement does not require either NEHU or ECC to assume additional financial obligations unless such obligations are mutually and clearly agreed upon between participating partners in Supplementary Agreements.

### 2.2 Student Exchanges

**2.2.1** Programs of graduate and/or undergraduate student exchanges entered into by the partners must employ tuition revenue neutrality as their operation assumption. The length of stay is by the mutual consent of the partners. Students register at their university/college of origin and pay all regular fees and tuition costs. Students participating reciprocally in the exchange do not pay tuition or fees to the host university/college, but they receive all of the rights accorded to students regularly enrolled at the host university/college. Details of individual exchange programs between partner departments must be clarified in the Supplementary Agreement.

**2.2.2** The partner department at the host university/college may assist at its discretion, but the students are ultimately responsible for arranging their own transportation, housing, and other living expenses for their stay.

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<sup>1</sup> Hereinafter partner is as defined in paragraph 1.1

- 2.2.3** Students are required, prior to their departure, to satisfy all national and university/college-level conditions for entering and staying in the host country and to ensure that they have adequate health insurance and other social service coverage.
- 2.2.4** In the governing Supplementary Agreements, the partners at NEHU and ECC must each designate a faculty member to be in charge of assisting the students with registering for courses, planning their own program of study, and for the timely transmittal of grades to the student's college and/or university of origin.

### **2.3 Faculty Exchanges and Research**

- 2.3.1** NEHU and ECC will encourage collaboration and exchanges among faculty and other researchers.
- 2.3.2** Travel expenses of invited faculty are not the responsibility of the host university, although partners may assist with them at their discretion. Any such assistance is subject to the terms and conditions of the governing Supplementary Agreement, and should be clearly articulated therein.
- 2.3.3** Living expenses of invited faculty and researchers while at the host university/college are subject to the terms and conditions of the relevant Supplementary Agreement signed by the partners.
- 2.3.4** The two institutions will endeavor to organize other collaborative efforts in areas of common research, teaching, and service.

### **ARTICLE 3: SUPPLEMENTARY AGREEMENTS**

- 3.1** Individual Faculties, Schools, Departments and Units of NEHU and ECC that wish to engage in collaborative activities on a regular basis must negotiate a Supplementary Agreement to this Agreement. To be valid, every Supplementary Agreement must be signed and approved by the relevant Faculties, Schools, Departments, Centers or Units, and the point of contact at the partner institution named in Article 4.1 of this document. The terms of a Supplementary Agreement, may not, directly or by default, contradict the terms of this General Agreement between NEHU and ECC.
- 3.2** Every Supplementary Agreement negotiated between participating departments or units at NEHU and ECC must clearly and fully identify the following elements:
- 3.2.1** The scope, timeframe, and objectives of the activity in detail.
- 3.2.2** The responsible parties within the particular Faculties, Schools, Departments, Centers and Units that are concluding the Supplementary Agreement. The individuals named will be directly responsible for the implementation and oversight of the proposed activity in the Supplementary Agreement. Changes to the personnel involved may be made at the

discretion of the department or unit head, in coordination with the institutional points of contact at NEHU and ECC named in Article 4.1 of this document.

- 3.2.3** The commitment of resources, if applicable, and the attendant financial obligations of the respective partnering departments. This General Agreement does not obligate either party to support any new financial commitment unless expressly agreed upon in this manner by the partnering departments.

#### **ARTICLE 4: COORDINATION**

- 4.1** In order to oversee this General Agreement and coordinate with the associated departments and Supplementary Agreements, both parties agree that the institutional points of contact shall be the following:

**4.1.1** For NEHU: Professor. P. Jhingan, Department of Cultural and Creative Studies, NEHU, Shillong-793022, India

**4.1.2** For ECC: Professor B. David Burke, Professor of Humanities and Faculty Director, ECC Humanities Center, Elgin Community College, 1700 Spartan Drive, Elgin, IL 60123, USA.

- 4.2** All official notices between the two partners regarding the terms and conditions of this Agreement shall be in writing and be sent via express courier or as registered or certified mail between and to the respective principal points of contact identified in Article 4.1 of this document.

#### **ARTICLE 5: VALIDITY AND TERMINATION**

- 5.1** This Agreement will come into effect on the date on which the Agreement is signed and shall be considered to be in force and valid for a period of sixty months. It shall be renewed automatically for subsequent 60 month terms unless either partner is formally notified by the other through written notice of a desire to terminate or alter the Agreement. Such notice must be received no less than one hundred and twenty (120) days prior to the termination date. Either partner may terminate this Agreement.

- 5.2** Such a request for termination shall not prevent the continuation of activities already underway in particular to assure the student experience is not disadvantaged.

#### **ARTICLE 6: SETTLEMENT OF DISPUTES**

- 6.1** NEHU and ECC agree that any controversy, dispute, or claims between them arising out of this Agreement shall be resolved in an expeditious manner and with good faith subject to a written, mutual agreement regarding the terms and conditions of such a resolution.

**ARTICLE 7: ENTIRE AGREEMENT**

7.1 This General Agreement, and the Supplementary Agreements that are envisioned herein, shall contain the entire agreement of the partners hereto. They may not be changed orally, but only by agreement in writing signed by both partners. There is no other contemporaneous understanding or agreement, oral or written, between the parties on said subject matter.

**IN WITNESS THEREOF**, the partners through duly authorized officials do execute this General Agreement.

**NORTH EASTERN HILL UNIVERSITY**

By: \_\_\_\_\_  
The Registrar,  
North-Eastern Hill University,  
Shillong – 793022, India.

Date: \_\_\_\_\_

**ELGIN COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Dr. David Sam, President  
Elgin Community College  
Elgin, Illinois, USA

Date: \_\_\_\_\_

**(vi) Payment of HASA to the employees of NEHU.**

**NO:EC:144:2010:6:6:(vi):** The Chairman gave a brief account on the introduction of HASA and Ordinance OE-10 and the Council considered the payment of HASA to the employees of NEHU and **RESOLVED** to approve the resolution of the 84<sup>th</sup> Academic Council that the UGC's letter need not be discussed by this Council and that a suitable reply be sent by Administration in consultation with a Committee to be constituted by the Chairman of the Council consisting of one member each from the University Court, Academic Council, Executive Council, NEHUTA and NEHUNSA.

The Council also **RESOLVED** to nominate Prof. R.P. Bajpai, Member of the Executive Council, as a member of this Committee and the reply as drafted by the Committee be sent by e-mail to all Members.

The Council expressed with serious concern on the budget cut and urged the UGC not to impose the penalty on NEHU.

The Council further **RESOLVED** to prepare a history on payment of HASA to employees of NEHU.

**6:7: Others:**

**(i) Minutes of the 98<sup>th</sup> Building Committee held on 17<sup>th</sup> September, 2010.**

**NO:EC:144:2010:6:7:(i):** The Council considered the Minutes of the 98<sup>th</sup> Building Committee held on 17.9.2010 and **RESOLVED** to approve the same. The Council also **RESOLVED** that the action taken by the Building Committee on construction works be placed in the next Executive Council meeting.

**(ii) Memorandum of Understanding between NEHU and MERIT, India.**

**(iv) Memorandum of Understanding between CCS, NEHU and Elgin Community College, Illinois, USA.**

