



**AMITY**  
**COLLEGE**  
**FLORIDA**  
Promoting Peace Through Education

Ref: MOU/032022/01

Dated: 01 | MARCH | 2022

## Memorandum of Understanding

This Memorandum of Understanding has been established with **Aryabhata College, (University of Delhi)** having campus at **Benito Juarez Marg, South Campus, Anand Niketan, New Delhi, Delhi 110021**



This **Memorandum of Understanding (MoU)** is effective as of this day to establish an affiliation by and between the **Aryabhata College (New Delhi, India)** affiliated to and a constituent college of University of Delhi, having expertise in the areas of education and research, India hereinafter referred to as **Aryabhata College (Institute 1)**

And

the **Amity College (Florida, United States of America)** hereinafter referred to as **Amity College – Florida (Institute 2)**,

for the purpose of exchange of faculty.

### Preamble

WHEREAS, both the institutes have many areas of common interest in imparting Higher Education, considerable advantage may be gained from their pursuit on a collaborative basis in the fields of academics and research. Hence, **Aryabhata College (New Delhi, India)** and **Amity College (Florida, USA)** have come together to enter into this Memorandum of Understanding (hereinafter referred to as MoU), that defines the framework for the cooperation of the two institutions set out in the following sections.

In recognition of the mutual benefits of scholastic interaction between them, and in the spirit of mutual cooperation and understanding, **Aryabhata College and Amity College – Florida, agree to this international affiliation for the purpose of exchanging teaching faculty ("Exchange Faculty")**.

Within the framework of this exchange, "home institution" will mean the institution in which a faculty is formally employed, and "host institution" will mean the institution that has agreed to receive faculty from the home institution for a period of time.

### Article 1: OBJECT

The goal of this agreement is the exchange of teaching personnel between both the institutes in order to enhance cross-cultural understanding, learning, and sharing of knowledge between the two institutions.

### Article 2: FACULTY EXCHANGE COORDINATION

Each institution will appoint an exchange coordinator responsible for receiving and screening applications for exchanges, orientation for departing and incoming faculty, and general program administration. The Host Institution coordinator will provide information assistance related to accommodation, in-country transportation, health insurance, and related concerns wherever possible.



**Article 3: PROCESS OF FACULTY EXCHANGE**

- A. The Home Institution will submit faculty credentials to the Host Institution prior to the beginning of each exchange and seek required permissions and approvals of the Host Institution for the Exchange.
- B. Exchange Faculty must be an employee of the Home Institution, and will be compensated by the Home Institution for the Exchange. In no event shall the Exchange Faculty be considered agents, employees, or representatives of the Host Institution.
- C. Exchange Faculty will be fully qualified in all respects according to the standards of the Host Institution.
- D. Exchange Faculty will be subjected to the policies, rules and regulations of the Host Institution.
- E. Exchange Faculty must be proficient in the predominant language of the Host Institution.

**Article 4: FINANCIAL OBLIGATIONS:**

The host institution accepting a exchange-faculty assumes no financial responsibilities. This includes employment, compensation, travel, transportation, local subsistence, health insurance, lodging, and any other expenses incidental to the visit related to instruction unless specifically offered in the letter of invitation. In the absence of an offer letter covering these costs, they will be assumed by the home institution or the exchange-faculty in its individual capacity.

All exchange-faculty and their dependents must comply with appropriate documents (passport, VISA etc.), mandatory medical insurance coverage and other requirements as per the policies of the host institution and its Law of Land.

**Article 5: EXCHANGE OF PUBLICATIONS AND INFORMATION:**

Exchange Faculty will be bound by the intellectual property policies of the Home Institution unless agreed otherwise by both parties in writing.

**Article 6: PERIOD OF APPOINTMENT:**

The minimum period of appointment will be decided mutually by both the institutions. Exchange faculty appointments may be extended upon agreement by both parties.

**Article 7: DUTIES AND RESPONSIBILITIES:**

Exchange faculty will serve as full-time faculty members under the direction of the academic department at the host institution. They will be subject to general institutional policies, faculty regulations and workloads of the host institution.

**Article 8: COMPENSATION AND BENEFITS:**

The home institution will be responsible for paying the salary and benefits of exchange faculty members. The host institution bears no responsibility for providing funds to exchange-faculty for any purpose other than administrative support available to its own faculty to support teaching, e.g., photocopying, telephone, and computer support OR if any agreed mutually and separately in the terms of the Exchange.



**Article 9: IMMIGRATION ISSUES:**

All exchange faculty and accompanying dependents must follow immigration policies of the host country, as well as deadlines and health insurance requirements for exchange faculty.

**Article 10: RESPONSIBILITIES OF FACULTY:**

- A. The exchange-faculty will comply with immigration regulations of the host country.
- B. The exchange-faculty shall report to the host institution coordinator before the exchange begins.
- C. The exchange-faculty shall stay aware and complied about law of land of host institute.

**Article 11: INDEMINIFICATION:**

Each Party remains liable for all risks of personal injury and property damage caused by the negligent acts or omissions of that Party but subject to and reserving all applicable immunities granted by law or constitution to any Party. This clause is solely for the benefit of the parties to this agreement and in not intended to create any rights in any third party. Each Party shall be deemed to be an independent contractor and shall not be liable for acts of the other, nor shall they be liable for the acts of any other participants in the exchange.

**Article 12: EXTENSION, AMENDMENT OR TERMINATION OF THE AGREEMENT:**

This agreement will be effective upon its mutual signing and remain in effect for a period of **ONE YEAR**.

Either institution may terminate the MoU by giving written notice of **60 Calendar Days** in advance to the other institution. Once terminated, neither of the institute will be responsible for any losses, financial or otherwise, which the other institutions may suffer.

However, both the institutes will ensure that the provisions of this Memorandum shall continue to apply to all activities in progress until their completion. This MOU may be amended or extended by mutual agreement of the Parties.

**ARTICLE 13: LEGAL EFFECT**

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes. This Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration and a basis of understanding between the collaborating institutes BUT cannot be considered as a legal base document.

**ARTICLE 14: DISPUTE RESOLUTION**

In case, there be a dispute relating to any aspect of academic cooperation, Heads of both the institutes will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

**Aryabhatta College and Amity College - Florida** welcome the establishment of this Memorandum for Cooperation and jointly agree to the provisions as set out above.

**Accepted and Signed w.e.f. March 01, 2022**

For Amity College – Florida, USA

Digitally signed by Prof. (Dr.) D. Jain  
Date: 2022.03.01 18:34:55 +05'30'

For Aryabhatta College, New Delhi, India

Prof. Manoj Sinha, Principal, Aryabhatta College