

# FATIMA MATA NATIONAL COLLEGE

**AUTONOMOUS**

(Reaccredited with 'A' Grade by NAAC)  
Affiliated to University of Kerala



**MoU with USciences**

**IQAC** INTERNAL QUALITY ASSURANCE CELL

# INTERNATIONAL COOPERATIVE AGREEMENT

By and Between the

**FATIMA MATA NATIONAL COLLEGE (Autonomous)**

**Kollam, Kerala, INDIA**



and the

**UNIVERSITY OF THE SCIENCES IN PHILADELPHIA**

**U.S.A.**



**July 2019**



# INTERNATIONAL COOPERATIVE AGREEMENT

By and Between the

**FATIMA MATA NATIONAL COLLEGE**

and the

**UNIVERSITY OF THE SCIENCES IN PHILADELPHIA**

This International Cooperative Agreement (the "Agreement") is entered into by and between Fatima Mata National College (Autonomous), located at Chemmanmukku Railway Station Rd, Jawahar Nagar, Karbala, Kollam, Kerala 69100, India ("Fatima College") and the University of the Sciences in Philadelphia, a nonprofit educational institution, with a place of business at 600 South 43rd Street, Philadelphia, PA 19104, United States of America ("USciences"). Fatima College and USciences shall be referred to separately as "Party" and collectively as "Parties" within this Agreement. This Agreement shall become effective as of the date of last signature below ("Effective Date").

The Parties hereto agree as follows:

## **I. Philosophical Intent**

1. The primary goal of this Agreement is the development of cooperative efforts between USciences and Fatima College, which will promote and enhance the academic interchange between the faculty and students of the two institutions, the exchange of academic information as well as research activities. Examples of possible general forms of cooperation include: exchange of faculty, researchers and students; joint research projects and publications; joint educational programs, conferences and workshops; special short-term projects and visits; other activities of mutual interest and benefits.
2. Specific cooperative projects in an area of educational interest will be jointly selected by USciences and Fatima College, at the appropriate administrative level. As these projects are developed, each will require a specific written agreement between the parties made in advance, setting forth the terms and conditions thereof and executed by authorized representatives of both parties. The President and the Provost and Vice President for Academic Affairs are authorized signatories for USciences, the Manager and the Principal are the authorized signatory for Fatima College.

## **II. General Provisions**

1. All collaborative activities conducted pursuant to this Agreement shall be conducted in accordance with the laws and regulations appropriate to each Party.
2. The English language version of this Agreement shall govern in the event of a conflict or ambiguity with any translation in another language, and resolution of disputes shall be conducted in English. This Agreement shall be governed, construed and enforced in

accordance with the laws of the Commonwealth of Pennsylvania. Any dispute arising between the parties shall be dealt with exclusively in the Commonwealth of Pennsylvania courts. Termination of the Agreement shall be the only remedy for breach of this Agreement. Waivers of any provisions contained herein are only effective if made in writing by the authorized signatory of the waiving party and cover only the particular provision waived on the particular occasion.

3. Neither Party shall use any name, trademark, logo or other indicia of the Other Party without, in each instance, prior written approval from such Other Party.
4. The relationship of the parties under this Agreement is that of independent contractors (not legal partners) and no party has the authority to bind the other party in contract or to incur any debts or obligations on behalf of the other party.
5. Under this Agreement, there are no payments owed or earned by either party to the other, there is no physical presence, residence or bank account established by either party in the other party's country, there is no intellectual property to be developed, and, with the exception of brief visits, the activities of each party will be largely undertaken in its home country.
6. Each party will, at its own expense, procure and maintain the type and level of insurance coverage necessary to meet the minimum required by the laws and regulations of each party's respective country.
7. Neither party shall assign, sell, or otherwise transfer this Agreement without the prior written consent of the other. Any such purported assignment, sale or transfer shall be void.
8. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
9. This Agreement is binding upon, and inures to the benefit of, the parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon any person not a party to this Agreement.
10. Each party agrees that if by reason of strike, or other labor disputes, civil disorders, severe weather, acts of God or other cause beyond the control of the party seeking to invoke this paragraph, such that either party is unable to perform its obligations, such non-performance shall not be considered a breach of this Agreement.

### III. Term; Termination

1. This Agreement shall become effective as of the Effective Date and shall continue for three years unless terminated earlier in accordance with the provisions herein ("Initial Term"). This Agreement shall be automatically renewed for three (3) successive one (1) year terms thereafter (each a "Renewal Term") until and unless either Party provides the other Party with one hundred eighty (180) days prior written notice to the end of the Initial Term or the Renewal Term.
2. Either Party may terminate this Agreement at any time, with or without cause, upon at least one (1) year prior written notice to the other Party.
3. Either Party may immediately terminate this Agreement upon a breach by the other Party of any provision of this Agreement, provided that the terminating Party shall have provided the other Party with written notice specifying the breach, and the breach shall not have been cured to the reasonable satisfaction of the terminating Party within ten (10) days after the giving of such notice.

### IV. Notices

Any notice required or permitted to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent by hand delivery, certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service, addressed as follows:

To USciences:

University of the Sciences in Philadelphia  
600 South 43rd Street  
Philadelphia, PA 19104-4495  
Attention: Provost Office

To Fatima College:

Fatima Mata National College (Autonomous)  
Chemmanmukku Railway Station Rd, Jawahar Nagar, Karbala, Kollam  
Kerala 69100  
India  
Attention: Principal

Notices given by hand delivery shall be deemed effective upon receipt; notices given by certified mail shall be deemed effective three (3) business days after being deposited in the U.S. Mail; and notices given by overnight courier service shall be deemed effective one (1) business day after being deposited with the overnight courier service.

### V. Compliance with the Laws; non-discrimination

1. Fatima College and USciences each agree to perform this Agreement in good faith and in compliance with all applicable state and federal laws and regulations, including the Family



Educational Rights and Privacy Act of 1974 (FERPA), the EU General Data Protection Regulation (“GDPR”), the Gramm-Leach-Bliley Act and The Health Insurance Portability and Accountability Act (“HIPAA”).

2. Fatima College and USciences further agree to continue their respective policies of non-discrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, race, color, creed, national origin, Title IX of the Education Amendments Act of 1972 and other applicable federal and state laws, including but not limited to those prohibiting discrimination on the basis of age, disability, veteran status, sexual orientation and gender identity.

## VI. **Confidentiality**

The Parties agree that certain information disclosed by each Party to the other may be Confidential Information, as that term is defined below, and shall not disclose such information to (i) third parties or (ii) individuals within its own organization who do not have a strict need to know without the written consent of the non-disclosing Party. “Confidential Information” means any data or information that is proprietary to either Party and not generally known to the public, whether in tangible or intangible form, including, but not limited to: (i) any concepts, reports, data, know-how, works-in-progress, development tools, specifications, flow charts, databases and assessments; (ii) any plans, financial information or projections, operations, employment data, business plans and performance results relating to the past, present or future business activities of either Party, its affiliates, subsidiaries and affiliated companies/entities; (iii) plans for products or services; and (iv) any other information that should reasonably be recognized as confidential information of either Party. Confidential Information shall not include information that: (i) is or becomes publicly known but not through subsequent disclosure by the receiving Party, (ii) is already in the possession of the receiving Party at the time of the disclosure, or (iv) is disclosed pursuant to any final and non-appealable order of a court

This Confidentiality Section shall survive the termination of this Agreement.

## VII. **Indemnification.**

Each Party shall defend, indemnify and hold harmless, the other Party, its trustees, directors, officers, employees, staff, agents and independent contractors from and against any and all claims, liability, losses, damages, demands, lawsuits, settlements, judgments and expenses (including reasonable attorneys' fees) arising directly or indirectly from any acts or omissions of a Party, its employees, agents and/or assigns, including, but not limited to, negligence, personal injury, breach of contract, misrepresentation and fraud.

## VIII. **Miscellaneous.**

1. Independent Contractors. The Parties hereby acknowledge that they each are independent Parties contracting solely for the purpose of effectuating this Agreement and neither Party nor any agents, representatives or employees of that Party shall be considered agents, representatives or employees of the other Party.

2. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. Either Party may initiate amendments to this agreement, including the exhibits, by submitting them in writing to the USciences Associate Provost for Academic Partnerships or the Principal, Fatima College. No amendments will be effective unless signed by the authorized agents of both Parties. Until any proposed amendment or modification is formalized by mutual written agreement between the Parties, the then-current terms of the Agreement shall remain in effect.
3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles.
4. Assignment. Neither Party shall assign or transfer, in whole or part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Any assignment or transfer without such consent shall be null and void.
5. Counterpart Execution. This Agreement and any amendments hereto may be executed in multiple counterparts and by the Parties on separate counterparts, all of which together shall constitute one and the same instrument. Signatures on this Agreement may be exchanged by facsimile or other means of electronic transmission, such as e-mail.

[Signature Page to Follow Next.]

The undersigned representatives of the Parties, Fatima Mata National College and University of the Sciences in Philadelphia, have executed this Agreement on the dates indicated.

**For Fatima Mata National College,  
Kollam, Kerala, INDIA:**

**For University of the Sciences  
in Philadelphia:**



Rev. Dr. Rolden Jacob  
Manager



Dr. Paul Katz  
President



Dr. Vincent B. Netto  
Principal



Dr. Elisabeth Morlino  
Interim Provost and Vice President for  
Academic Affairs