Memorandum of Agreement

Between

The University of Wisconsin-River Falls
A public institution of higher education
Represented by its Chancellor, Dean Van Galen
Located at the Office of International Education
102 Hagestad Hall
River Falls, Wi 54022
Hereafter referred to as “University”

And

Mount Carmel College, Autonomous
Bengaluru, India
Hereafter referred to as “(Mount Carmel)”

With this Memorandum of Agreement (“Agreement”), effective (February 1, 2019), the University and Mount Carmel agree to cultural and educational exchange through joint activities as listed in this Agreement and subsequent Schedules.

I. Contact Information: The contact information below indicates the person(s) responsible for the Agreement and its corresponding activities.
   a. University of Wisconsin River Falls
      i. Office of International Education
         102 Hagestad Hall
         ATT: Dr. Heidi Soneson
         Email: heidi.soneson@uwrf.edu
         Phone: 715-425-4882
         Fax: 715-425-0693

Memorandum of Agreement
University of Wisconsin River Falls
Mount Carmel College, Autonomous
b. *Mount Carmel College, Autonomous*
   Dr Sr. Arpana
   Principal
   No 58, Palace Road, Bangalore
   Email: srarpana@yahoo.com
   Phone: +91 080 22261759

II. Responsibilities:
   a. The University and Mount Carmel will each identify a person or persons responsible for liaison during the course of the affiliation. The appointment of liaisons shall be subject to mutual approval of all parties.

   b. The persons responsible for the liaison will jointly consult and plan for the following activities, as and whenever mutually agreeable to both parties:

      i. Student exchange
      ii. Faculty and staff exchange
      iii. Joint program initiatives
      iv. Joint research activities
      v. Joint degree cooperation
      vi. Additional collaboration activities, as designated

III. Liability Insurance and Indemnity: Both parties agree to indemnify and hold the other harmless from any claims or causes of action arising from, related to, or connected with the performance of this contract by either party, their agents or employees.

IV. Terms of Agreement

   a. The Agreement shall be effective as shown above and shall remain in effect for five (5) years, ending 2023-2024, unless terminated earlier.

   b. Both parties shall have the option to terminate this Agreement without cause upon at least six (6) months’ written notice to either party, and provided that any students enrolled in the program(s) at the time when the notice of termination is given shall be permitted to finish their course of study. Termination shall be without penalty. If this Agreement is terminated, neither party shall be liable to the other for any monetary or other losses that may result other than program fees and/or late fees that may not have been paid at the time.
c. Neither the University nor Mount Carmel shall discriminate on the basis of race, religion, creed, color, sex, national origin, age, marital status, public assistance status, veteran status, or sexual orientation in relation to this Agreement.

d. Neither the University or Mount Carmel shall be responsible for any delays or failure to perform any obligation under this Agreement due to causes beyond the reasonable control of such party, including (but not limited to) health epidemics, terrorist acts, war, insurrection, embargoes, governmental restrictions or other acts of governmental authorities beyond the control of such party.

e. The University and Mount Carmel agree to cooperate in good faith to mitigate delays or failures to perform with the goal of achieving, to the extent possible, the objectives of this Agreement.

f. This Agreement supersedes all other Affiliation Agreements relating to the subject matter of this Agreement.

g. It is agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs, except as expressly provided in this Agreement.

V. Schedules and Amendments: Subject to the written authorization by appropriate representatives of the University and Mount Carmel, Schedules and Amendments to this Agreement may be attached and added. These schedules will follow the procedures of approval proper to each party. It is the intent of the parties that Schedules may be developed to facilitate execution of the goals of the Agreement. Amendments, if any, may be developed to amend the principal terms and conditions of this Agreement. Each Schedule and Amendment shall be in writing and executed by an authorized representative of each of the parties. To the extent that any such Schedule or Amendment is not properly executed by persons authorized to do so and to the extent that it conflicts or contradicts the terms herein, it shall be considered null and void.
VI. **Copies:** Two (2) copies of the Agreement shall be signed by authorized representatives from each institution, and each institution shall keep one (1) fully signed copy.

The authorized representatives hereto execute this Agreement as follows:

**Mount Carmel College, Autonomous**

By: S. Arpana  
Name: Sr. Arpana  
Title: Principal  
Date: 01/02/2019

**Mount Carmel College, Autonomous**

By: S. Ramesh  
Name: S. Ramesh  
Title: Dean and Professor  
Date: 01/02/2019

**The University of Wisconsin River Falls**

By:  
Name: Heidi M. Soneson  
Title: Assistant Vice Chancellor  
Date: 02/02/2019

By:  
Name: David Travis  
Title: Provost  
Date: 03/08/19

By:  
Name: Dean Van Galen  
Title: Chancellor  
Date: March 18, 2019

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