

Memorandum of Understanding

Between

Bhaktivedanta Research Center (hereafter referred as **BRC**) 110 A Motilal Nehru Road, Kolkata, 700029, West Bengal, India; represented by Dr. Sumanta Rudra, Dean of Academic Affairs.

And

Bhaktivedanta College Hungary (hereafter referred as: **BCH**) 8 Attila Street, 1039 Budapest, Hungary; represented by Dr. Gergő Péter Rátkai, Rector.

I. Preamble

This Memorandum of Understanding (MOU), entered into by BRC and BCH, referred to collectively as “**the Parties**”, establishes a framework for collaboration to promote academic research, educational exchange, and knowledge dissemination in related fields.

II. Purpose

The objective of this Memorandum of Understanding is to establish a framework for collaborative scientific and cultural endeavours between the Parties. In pursuit of this goal, the following objectives have been identified:

1. **Educational Excellence:** The primary purpose of this collaboration is to enhance the quality and scope of education offered by both Parties through the exchange of knowledge, expertise, and academic resources.
2. **Research Advancement:** The Parties aim to advance research in their respective fields by pooling their intellectual resources, fostering innovation, and contributing to the global body of knowledge.
3. **Cultural Understanding:** A key purpose of this MOU is to promote cultural understanding and appreciation among the students and faculty of both institutions through exchanges and joint cultural events.
4. **Professional Growth:** The collaboration seeks to provide opportunities for professional growth and development for the faculty and administrative staff of both Parties.
5. **Inclusivity:** The Parties are dedicated to creating an inclusive environment that respects diversity and ensures equal opportunities for all participants in the collaboration.
6. **Innovation and Entrepreneurship:** The collaboration aims to encourage and support innovation and entrepreneurship within the student and faculty bodies of both institutions.
7. **Lifelong Learning:** The Parties commit to fostering an atmosphere of lifelong learning, curiosity, and intellectual pursuit among their communities.
8. **Global Engagement:** Through this MOU, the Parties aspire to enhance their global engagement and establish themselves as leaders in international education and research.

III. Scope of Cooperation

The Parties agree to work together in a spirit of collaboration in a number of areas; in doing so, they will have the following objectives in mind:

1. **Academic Exchange:** The Parties will facilitate the exchange of students and faculty for the purposes of study, research, and teaching. Specific terms, including duration and financial support, will be outlined in separate agreements.
2. **Research Collaboration:** Joint research initiatives will be undertaken in areas of mutual interest. Each Party will contribute resources, expertise, and access to facilities as agreed upon.
3. **Curriculum Development:** The Parties will collaborate on the development of curricula that can be offered at both institutions, including joint degrees or certification programs.
4. **Resource Sharing:** Libraries, laboratories, and other academic resources will be made available to members of both institutions to support their educational and research activities.
5. **Cultural and Academic Events:** The Parties will co-organize conferences, workshops, seminars, and cultural events that promote the exchange of knowledge and cultural understanding.
6. **Innovation and Entrepreneurship:** The Parties will encourage initiatives that foster innovation and entrepreneurship among students and faculty.
7. **Community Engagement:** Collaborative projects that engage with the local and global community, including outreach programs and service learning, will be supported.
8. **Online Education:** The Parties will explore opportunities for online education, including the development of joint online courses and digital learning platforms.
9. **Professional Development:** Opportunities for professional development for faculty and administrative staff will be provided, including workshops, training sessions, and exchange of best practices.

IV. Terms of Exchange

The Parties shall endeavour to promote areas of mutual interest. These areas may include, but are not limited to:

1. **Student Mobility:** Students from each institution may participate in exchange programs subject to the availability of courses and mutual agreement on the academic requirements.
2. **Faculty Mobility:** Faculty members may engage in teaching, research, or professional development activities at the host institution.
3. **Financial Arrangements:** Each party will bear the costs of its participation in the activities under this MOU unless otherwise agreed upon in writing.

V. Implementation

Designated representatives from each Party will oversee the implementation of this MOU.

VI. Duration and Renewal

1. **Initial Term:** This MOU shall come into effect on the date of the last signature and shall remain in effect for a period of five (5) years unless terminated earlier as provided herein.
2. **Renewal:** Upon expiration of the initial term, this MOU may be renewed for additional periods. The terms and conditions for renewal shall be mutually agreed upon in writing by the Parties at least six (6) months prior to the expiration of the current term.
3. **Continuation of Activities:** In the event that the MOU is not renewed, the Parties shall endeavour to complete any ongoing activities or projects to the extent possible before the expiration of the term.

VII. Amendments and Termination

1. **Amendments:** This MOU may be amended at any time by mutual written consent of the Parties. Any amendments must be documented in writing and signed by authorized representatives of both Parties.
2. **Termination by Mutual Agreement:** The Parties may terminate this MOU at any time by mutual agreement. In such cases, the Parties shall work together to ensure an orderly conclusion of activities.
3. **Termination for Cause:** Either Party may terminate this MOU with immediate effect if the other Party breaches any of its terms and fails to remedy the breach within a reasonable period after written notice.
4. **Notice of Termination:** Except for termination for cause, either Party wishing to terminate this MOU shall provide the other Party with a written notice of termination at least six (6) months in advance.
5. **Effect of Termination:** Upon termination, all ongoing projects and exchanges shall be completed or terminated in a manner agreed upon by both Parties. Any provisions of the MOU that by their nature should survive termination will remain in effect, including confidentiality, intellectual property rights, and dispute resolution.

VIII. Intellectual Property Rights (IPR)

The intellectual property created in collaboration will be jointly owned, with the terms of protection and licensing to be negotiated separately. In doing so, the following principles will be taken into account:

1. **Ownership of IPR:** Intellectual property created jointly by the Parties shall be jointly owned. Each Party retains the ownership rights to its respective contributions made prior to or outside the scope of this MOU.

2. **Protection of IPR:** Both Parties agree to take reasonable steps to protect the intellectual property resulting from the collaboration, including patenting, trademarking, or copyrighting as appropriate.
3. **Use of IPR:** The use of any intellectual property developed under this MOU for commercial or non-commercial purposes shall require the written consent of both Parties.
4. **Licensing:** The Parties may negotiate licenses for the use of joint intellectual property. Terms and conditions of such licenses will be agreed upon in a separate licensing agreement.
5. **Publication:** Prior to publishing any research findings or other materials that include joint intellectual property, the Parties agree to consult with each other to ensure the protection of IPR.
6. **Dispute Resolution:** In the event of a dispute regarding intellectual property, the Parties agree to seek an amicable resolution.

IX. Dispute Resolution

Disputes will be resolved through negotiation, mediation, or arbitration, with the governing law of the initiating institution's jurisdiction.

1. **Good Faith Negotiation:** In the event of a dispute, the Parties agree to first attempt to resolve the conflict through good faith negotiations.
2. **Mediation:** If the dispute cannot be resolved through negotiation, the Parties agree to engage in mediation with a mutually agreed-upon mediator.
3. **Arbitration:** Should mediation fail to resolve the dispute, the Parties agree to submit the matter to binding arbitration. The arbitration shall be conducted in accordance with the rules of an agreed-upon arbitration body.
4. **Governing law:** This MOU and any disputes arising from it shall be governed by the laws of the jurisdiction in which the initiating institution is located, unless otherwise agreed upon.
5. **Enforcement:** The arbitration award shall be final and may be enforced in any court of competent jurisdiction.
6. **Costs:** The costs of any mediation or arbitration shall be shared equally by the Parties unless the arbitrator determines that a different allocation is fair and reasonable.

X. Confidentiality and Data Sharing

Confidential information will be protected, and data sharing will be conducted in accordance with data protection laws.

XI. Management of Public Statements

1. **Joint Statements:** Any public statements, press releases, or announcements concerning the collaboration outlined in this MOU shall be jointly prepared and approved by both Parties prior to release.
2. **Media Inquiries:** Responses to media inquiries regarding the MOU or related activities shall be coordinated between the Parties to ensure consistency and accuracy of information.
3. **Branding and Promotion:** Both Parties agree to use each other's logos, names, and trademarks in a respectful and appropriate manner, strictly for the purposes of promoting the collaboration and with prior written consent.
4. **Confidentiality:** Public statements shall respect the confidentiality obligations set forth in this MOU and shall not disclose any proprietary or sensitive information without mutual agreement.
5. **Spokespersons:** Each Party shall designate official spokesperson(s) who will be responsible for communicating with the public and media about matters related to the MOU.
6. **Social media:** Both Parties may use social media to promote the collaboration, subject to the approval of content by both Parties.

XII. Cultural Exchange Opportunities

Cultural events, workshops, and collaborative cultural projects will be supported to enhance cross-cultural understanding.

1. **Cultural Events:** Both Parties agree to organize and participate in cultural events such as festivals, exhibitions, and performances that showcase the cultural heritage of each institution's country.
2. **Language and Culture Workshops:** The Parties will facilitate language and culture workshops for students and staff participating in exchange programs to enhance cross-cultural communication and understanding.
3. **Cultural Immersion:** Exchange students and faculty will be encouraged to engage in cultural immersion experiences, including local community events, traditional ceremonies, and educational tours.
4. **Cultural Competency:** Both Parties commit to providing resources and training to develop cultural competency among participants of exchange programs, ensuring respectful and meaningful interactions.
5. **Collaborative Cultural Projects:** Joint projects such as documentaries, publications, or online platforms that explore and celebrate the cultural aspects of Vaishnavism, theology, and religious studies will be supported.

XIII. Health and Safety Considerations

Comprehensive health insurance, safety briefings, risk assessments, and support services will be provided for exchange participants.

1. **Health Insurance:** Both Parties agree to ensure that all participants in the exchange programs have comprehensive health insurance coverage for the duration of their stay at the host institution.
2. **Safety Briefings:** Upon arrival, exchange participants will receive a safety briefing from the host institution, outlining local health and safety regulations, emergency procedures, and important contact information.
3. **Risk Assessment:** Prior to any exchange, a risk assessment will be conducted to identify potential health and safety risks associated with travel and stay at the host institution.
4. **Support Services:** The host institution will provide access to health and counselling services for exchange participants, ensuring their well-being during their stay.

XIV. Environmental Sustainability Practices

Both Parties commit to environmentally sustainable operations, green initiatives, and the integration of sustainability into their collaboration.

1. **Sustainable Operations:** Both Parties commit to implementing environmentally sustainable practices in their operations, including energy conservation, waste reduction, and recycling programs.
2. **Sustainable Exchange Programs:** Exchange programs will be designed with sustainability in mind, including considerations for minimizing carbon footprints and promoting eco-friendly travel options.
3. **Environmental Policy:** Both Parties will share their environmental policies and best practices, aiming to learn from each other and improve their respective sustainability efforts.

XV. Non-Discrimination

The Parties affirm their commitment to non-discrimination and will ensure inclusive practices in all activities under this MOU.

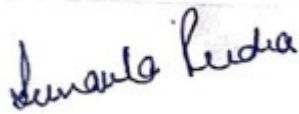
1. **Commitment to Equality:** Both Parties affirm their commitment to an environment free from discrimination and harassment, and agree to uphold the principles of equality regardless of race, colour, religion, gender, gender identity or expression, sexual orientation, national origin, genetics, disability, age, or any other legally protected characteristics.
2. **Inclusive Practices:** The Parties will ensure that all programs, activities, and exchanges under this MOU are conducted in a manner that promotes inclusivity and respects diversity.

3. **Training and Awareness:** Both Parties commit to providing training and raising awareness among their staff, students, and exchange participants about non-discrimination and equality.
4. **Reporting Mechanisms:** Clear procedures will be established for reporting and addressing any incidents of discrimination or harassment, ensuring that all complaints are taken seriously and investigated promptly.
5. **Remedial Actions:** In the event of any violation of this non-discrimination policy, appropriate remedial actions will be taken to address the situation and prevent recurrence.
6. **Review and Adaptation:** The Parties will regularly review their non-discrimination policies and practices to adapt to new legal requirements and best practices.

XVI. Signatures

This MOU is executed in two original copies, each of which shall be deemed an original.

Bhaktivedanta Research Center (BRC)



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Dr. Sumanta Rudra

Dean of Academic Affairs

On behalf of the Board of Directors

Date: 21-06-2024

Bhaktivedanta College Hungary (BCH)



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Dr. Gergő Péter Rátkai

Rector

On behalf of the Senate

Date: 24-06-2024