



FRAMEWORK COOPERATION AGREEMENT BETWEEN THE BLUECREST UNIVERSITY (LIBERIA) AND DC KIZHAKKEMURI FOUNDATION (INDIA)

PRESENT

On the one part, the BlueCrest University with fiscal identity number 051321804, located in Monrovia, Liberia-1000, on its behalf and representing it, **Dr Umesh Neelakantan**, President BlueCrest University, whose capacity to sign and enter into agreements derives from the provisions set out under articles 500142366 of the Statutes of the BlueCrest University, approved by Agreement Liberia Business Registry of the Regional Government of Liberia.

And, on the other part DC Kizhakkemuri Foundation, with fiscal identity Income Tax Permanent Account Number AMTD384OM, (a society registered as Trust No. K249 on 21st March, 2001 and located in DC Kizhakkemuri Edam, Good Shepherd Street, Kottayam, Kerala, India, P1N,686001, and acting on its behalf and representing it, Prof. (Dr.) N Ramachandran, Dean, DCSMAT, Vagamon, Idukki District, Kerala, India, PIN-685003, authorised to sign by virtue of internal agreement.

The intervening parties do hereby state and recognise each other's legal capacity and the validity of their power to enter into the present cooperation agreement and to that effect,

DO HEREBY DECLARE

I. - That the BlueCrest University is an institution governed by public law, with its own legal personality, whose responsibility it is to manage the public service of higher education by engaging in activities related to teaching, study and research. Its aims include supporting mobility and exchange of teaching staff and students as well as administrative and service staff, with other universities, thus promoting cooperation for the progress of society of its Statutes.

II.- That the main activities of DC Kizhakemuri Foundation operates four colleges, namely DC School of Management and Technology (Vagamon), DC School of Management and

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Technology (Trivandrum), DC School of Architecture and Design (Vagamon), DC School of Architecture and Design (Trivandrum) and its mains activities include inter-alia promotion of quality higher education in the field of Management, Commerce and Architecture and catering to the requirements of aspirants and thereby contribute to the process of nation building.

Ill- That the two parties share common and/or complementary goals as well as the competence to justify their action through the present agreement and that, therefore, it is their wish to engage in cooperation which, in an ongoing manner, will help them to undertake them functions better. In addition, and as a result, it is the desire of the two parties to enter into the present cooperation agreement so as to establish a legal and institutional framework that will regulate and set out in detail their respective commitment. Pursuant to the above, the two parties do hereby give their consent and agree to sign the present cooperation agreement, which shall be governed by the following:

CLAUSES

FIRST. - PURPOSE OF THE AGREEMENT.

The present agreement aims to facilitate inter institutional cooperation through the following activities:

- Exchanging researchers, teaching staff and students, within the framework of the provisions established between the two countries.
- Organising coordinated teaching activities.
- Carrying out research and/or innovation projects in accordance with the available budget in any of the areas of interest common to both universities.
- Jointly conducting historical, language or any other type of publication which may respond to the common interest of both universities.
- Organising international congresses and conferences.

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SECOND. - PAYMENT OF FEES BY EXCHANGE STUDENTS AND FACULTY

Students under exchange programme shall pay the enrolment fees at their home university and will be exempt from paying the registration fees for courses that are part of the official curriculum at the host university, provided there is no specific clause stating otherwise in the corresponding particular agreement. Exchange students must, however, pay whatever administrative fees, should there be any, which may be applicable at both universities such as Exchange students will also bear all entire costs other than registration fee, like travel costs, visa and immigration charges.

For Faculty Exchange between two universities travel costs, visa and immigration charges should be borne by respective University. Food, local travel, accommodation will be borne by the host University.

THIRD. - CONTROL AND FOLLOW-UP MECHANISMS.

The BlueCrest University shall appoint Dr. Asadi Srinivasulu competent in the area of internationalization and also holding competent as Head - Research in academic matters, or any other persons delegated by the President of BlueCrest University as the signing authority.

On behalf of DC Kizhakkemuri Foundation, the person appointed is Prof. (Dr.) N Ramachandran, Dean, DCSMAT, Vagamon, Idukki District, Kerala, India, Pin -685503 as the signing authority.

The person designated shall form part of a Mixed Follow-up and Control Commission set up ad hoc pursuant to the present agreement.

It is hereby agreed that each part shall appoint three persons to be in charge of follow-up and control so as to ensure that all the stipulations set out under the present agreement are complied with until such time as said agreement expires to carry out routine operations.

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FOURTH. - INTELLECTUAL PROPERTY

The intellectual property rights, in which the persons participating in the exchange appear as inventors or authors, shall be the property of the universities involved in accordance - with the contributions made and, in all instances, in accordance with the stipulations set forth in the corresponding specific agreement in which ownership and exploitation of the results shall be determined.

FIFTH. - DATA PROTECTION

The parts agree to abide by current legislation in the matter of protection of data of a personal nature established for said purpose in each country.

SIXTH. - DISSEMINATION AND ADVERTISING

The parts agree to include their respective logos in any and every medium, platform or document which makes reference to their joint activities. Signing the present agreement serves as authorisation from the President for use of BlueCrest University logo.

SEVENTH. - VALIDITY.

This agreement shall come into force after it is signed by both parties and shall remain in force for a period of 03 (Three) Years.

At any moment prior to the conclusion of the period foreseen in the previous section, the signatories of the agreement may unanimously and expressly agree to an extension thereof for a period of up to a further 03 (Three) years or may agree to its termination.

EIGHT. - MODIFICATION, EXTINCTION, EFFECTS AND TERMINATION

Any amendment to the content of the agreement shall require the signatories to agree unanimously thereto.

The agreement shall be deemed concluded as a result of the actions for which it was drawn up having been completed or due to any of the causes foreseen for the termination thereof. Said causes of termination are those established for said purpose in the applicable legislation

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of the two countries. Completion or termination of the agreement shall give rise to the dissolution thereof so as to determine the obligations and commitments of each of the parties. As regards any ongoing action, at the proposal of the Mixed Follow-up Commission, the parties may agree to the continuance or termination thereof, and establish a non-extendable period for the conclusion thereof, after which period said activities must be discontinued.

NINTH. - LEGISLATION APPLICABLE TO THE AGREEMENT AND SETTLEMENT OF DISPUTES

The present agreement is administrative in nature and its interpretation and application shall be subject to the legal provisions applicable to each of the signatory institutions, in particular with regard to the rules specifically governing this type of action.

Both parties agree to seek to resolve amicably and within the Mixed Follow-up Commission any issues which may emerge concerning the interpretation of the present agreement. Should any disputes arise concerning the interpretation or implementation of the present agreement, and depending on the nature of the dispute and its place of origin, both parties agree to submit to the procedural law specifically applicable. And in witness thereof, the parties do hereby sign the present agreement in duplicate both of equal validity and for this sole purpose, at the place and on the date indicated below.

In Monrovia, on 04/03/2022

ON BEHALF OF ELUCCREST UNIVERSITY

ON BEHALF OF DC KIZHAKKEMURI

Reg. No. K 249 / 2001

FOUNDATION

BLUEGREST UNIVERSITY COLLEGE LIBERIA INC.





GENERAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF VALLADOLID (SPAIN) AND DC KIZHAKKEMURI FOUNDATION (INDIA)

PRESENT

On the one part, the UNIVERSITY OF VALLADOLID (hereinafter UVa) with fiscal identity number C.I.F. Q4718001C, located in Valladolid, Plaza de Santa Cruz n° 8, and acting on its behalf and representing it, Mr. Antonio Largo Cabrerizo as Rector of the University of Valladolid, appointed by Agreement 30/2022 dated 7 April, of the Regional Government of Castilla y León (regional gazette no. 69, dated 8 April), whose capacity to sign and enter into agreements derives from the provisions set out under articles 85 and 88.i of the Statutes of the University of Valladolid, approved by Agreement 111/2020 dated 30 December, of the Regional Government of Castilla y León (regional gazette no. 269, dated 31 December).

And, on the 5ther part, DC KIZHAKKEMURI FOUNDATION (hereinafter DCKF) with fiscal identity Income Tax Permanent Account Number AAATD3840M (a society registered as Trust No.K249 on 21st March 2001) and located in DC Kizhakkemuri Edam, Good Shepherd Street, Kottayam, Kerala, India, PIN-686001, and acting on its behalf and representing it, Mr. Ravi Deecee, in the position of Secretary, DCKF and Chief Facilitator, DC School of Architecture and Design, who holds the power to sign agreements by virtue of internal agreement.

The intervening parties hereby state and recognise each other's legal capacity and the validity of their power to enter into the present cooperation agreement and to that effect,

HEREBY DECLARE

- I.- That the UVa is an institution governed by public law, with its own legal personality, whose responsibility it is to manage the public service of higher education by engaging in activities related to teaching, study and research. Its aims include supporting mobility and exchange of teaching staff and students as well as administrative and service staff, with other Spanish and overseas universities, thus promoting cooperation for the progress of society (art. 6.2.a) of its Statutes).
- II.- That DCKF operates four colleges, namely DC School of Management and Technology (Vagamon), DC School of Management and Technology (Trivandrum), DC School of Architecture and Design (Vagamon) and DC School of Architecture and Design (Trivandrum), and its mains activities include inter-alia promotion of quality higher education in the field of Management, Commerce and Architecture and catering to the requirements of aspirants and thereby contribute to the process of nation building.
- III.- That the two parties share common and/or complementary goals as well as the competence to justify their action through the present agreement and that, therefore, it is their wish to engage in cooperation which, in an ongoing manner, will help them to undertake their functions better. In addition, and as a result, it is the desire of the two parties to enter into the present cooperation agreement so as to establish a legal and institutional framework that will regulate and set out in detail their respective commitments.







Universidad de Valladolid



Pursuant to the above, the two parties hereby give their consent and agree to sign the present cooperation agreement, which shall be governed by the following:

CLAUSES

FIRST.- PURPOSE OF THE AGREEMENT.

The present agreement aims to facilitate interuniversity cooperation, or cooperation with other higher education institutions, through the following activities:

- Exchanging researchers, teaching staff, administrative staff and students, within the framework of the provisions established between the two countries.
- Organising coordinated teaching activities.
- Carrying out research and/or innovation projects in accordance with the available budget in any of the areas of interest common to both institutions.
- Jointly engaging in historical, language or any other type of publication which may respond to the common interest of both institutions.
- Organising international congresses and conferences.

TWO.- CONDITIONS FOR EXCHANGE STUDENTS.

With regard to the exchange of students between the two institutions, a maximum of two (2) students may be sent or received to undertake a stay lasting a full academic year, or four (4) students to undertake a stay lasting only one term/semester.

Exchange students pay the academic fees at their home university and not at the host university, provided that the courses included in the studies contract form part of official curricula. Nevertheless, said students must pay, for both institutions, the amount corresponding to any administrative charges which may result from the exchange.

THIRD.- CONTROL AND FOLLOW-UP COMMITTEE.

It is hereby agreed that each party shall appoint two people to be in charge of follow-up and control so as to ensure that all the stipulations set out under the present agreement are complied with until such time as said agreement expires.

The UVa shall appoint the vice-rector competent in the area, or the person delegated by him/her as well as the person in charge of the International Relations Service.

On behalf of DCKF, Mr. Ravi Deecee, Secretary, DCKF and Chief Facilitator, DC School of Architecture and Design and Ar. Shankar S. Kandhadai, Academic Coordinator are appointed.

The people designated shall form part of a Mixed Follow-up and Control Committee set up ad hoc pursuant to the present agreement.

FOURTH.- INTELLECTUAL PROPERTY.

The intellectual property rights of teaching staff or researchers who take part in the activities foreseen in the present agreement shall be owned by the institutions involved, in accordance with their contributions and, in all instances, as established in the corresponding specific agreement, in which the ownership and use of the results shall be determined.

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In the case of students, intellectual property rights shall be those which correspond to them in accordance with the applicable legislation.

FIFTH.- DATA PROTECTION.

The parties agree to abide by current legislation in the matter of data protection of personal details established for said purpose in each country, for the sole purpose of this agreement.

SIXTH.- DISSEMINATION AND ADVERTISING.

The parties agree to include their respective logos in any and every medium, platform or document which makes reference to their joint activities.

Signing the present agreement provides both institutions with permission to use the other party's logo and/or brand, for the sole purpose of this agreement.

SEVENTH .- VALIDITY.

This agreement shall come into force on the last date it is signed by both parties and shall remain in force for a period of four (4) years.

At any moment prior to the conclusion of the period foreseen in the previous section, the signatories of the agreement may unanimously and expressly agree to an extension thereof for a period of up to a further four years or may agree to its termination.

EIGHTH.- MODIFICATION, EXTINCTION, EFFECTS AND TERMINATION.

Any amendment to the content of the agreement shall require the signatories to agree unanimously thereto.

The agreement shall be deemed concluded as a result of the actions for which it was drawn up having been completed or due to any of the causes foreseen for the termination thereof. Said causes of termination are those established for said purpose in the applicable legislation of the two countries.

Completion or termination of the agreement shall give rise to the dissolution thereof so as to determine the obligations and commitments of each of the parties. As regards any ongoing action, at the proposal of the Mixed Follow-up Committee, the parties may agree to the continuance or termination thereof, and establish a non-extendable period for the conclusion thereof, after which period said activities must be discontinued.

Failure to fulfil the obligations and commitments undertaken by both parties shall entail the termination of the agreement, notwithstanding any consequences which the applicable legislation might give rise to in each country. However, said termination will not affect the ongoing activities undertaken under the present agreement.

NINTH.- LEGISLATION APPLICABLE TO THE AGREEMENT AND SETTLEMENT OF DISPUTES.

The present agreement is administrative in nature and its interpretation and application shall be subject to the legal provisions applicable to each of the signatory institutions, in particular with regard to the rules specifically governing this type of action.

Both parties agree to seek to resolve amicably and within the Mixed Follow-up Committee any issues which may emerge concerning the interpretation of the present agreement. Should any disputes arise concerning the interpretation or implementation of the present agreement, and depending on the nature of the dispute and its place of origin, both parties agree to submit to the procedural law specifically applicable.





Universidad de Valladolid



TENTH.- GENDER EQUALITY.

Consistent with the values of gender equality assumed by both universities, any names which appear in the masculine in this agreement, when they have not been replaced by generic terms, shall also be understood as referring indistinctly to the feminine.

And IN WITNESS THEREOF, the parties hereby sign the present agreement in triplicate (*DCFK will require two copies and the UVa will require one*), and in two versions (Spanish and English), both of equal validity and for this sole purpose, at the place and on the date indicated below

In Valladolid, on

1 4 MAR. 2023

FOR THE UNIVERSITY OF VALLADOLID

Signed: Antonio Largo Cabrerizo

Rector of the UVa

In KOTTAYAM, on 18.01, 2023

FOR DC KIZHAKKEMURI FOUNDATION

Signed: Mr. Ravi Deecee

Secretary, DCKF

and

Chief Facilitator, DC School of Architecture and design

