

**MEMORANDUM OF UNDERSTANDING
(Hereinafter referred to as "MOU")**

**MADE AND ENTERED INTO BY AND BETWEEN
INDIAN COUNCIL FOR CULTURAL RELATIONS
(Hereinafter referred to as "ICCR")**

AND

**FACULTY OF HUMANITIES & SOCIAL SCIENCES,
VICTORIA UNIVERSITY OF WELLINGTON
(Hereinafter referred to as "the University")**

(Hereinafter collectively referred to as "Parties")

**ON THE CONTINUATION OF THE
ICCR CHAIR OF INDIAN STUDIES
(Hereinafter referred to as "the Chair")**

ICCR and the University hereby agree to cooperate on the continuation of the Chair on the following basis:

1. GENERAL TERMS AND CONDITIONS

- 1.1 The Chair would be deemed a short-term Chair.
- 1.2 Each individual appointment to the Chair (to be hereinafter referred to as the Visiting Professor) would be for a period of one semester.
- 1.3 This MOU will come into force on the date of signatures hereof and will remain in force till the end of the academic year 2019. The first Visiting Professor under this MOU will be deputed for the academic year 2016.
- 1.4 Termination or continuation of this MOU will be with mutual agreement in accordance with procedure outlined in Article 9 of this MOU.
- 1.5 The appointment will be made in accordance with the selection procedure outlined in Article 5 of this MOU.

2. OBLIGATIONS OF ICCR:

ICCR will meet costs relating to the salary and appropriate allowances of the Visiting Professor, except as provided in Article

3, and will also provide international air passages in respect of the Visiting Professor at the time of joining and on completion of tenure at the University. ICCR will also process visa applications and if so required, pay visa costs for the Visiting Professor.

3. OBLIGATIONS OF THE UNIVERSITY:

- 3.1 The University will pay an honorarium of NZ\$ 15,000 per course to the Visiting Professor (to be paid through the Indian High Commission in New Zealand).
- 3.2 The University may also make funding available to the Visiting Professor for activities, including travel, linked to research and development activities associated with the Chair. The quantum of funding and the activities to be covered under such funding will be decided between the Visiting Professor and the University while maintaining parity with similar funding being given to other Visiting Professors at the University.
- 3.3 The University will provide a fully furnished apartment (with at least one bedroom) on or near the campus.
- 3.4 The University will provide comprehensive health insurance to the Visiting Professor at par with the cover provided to faculty members and/or other visiting professors.
- 3.5 The University will also provide suitable office space and other assistance consistent with the efficient functioning of the Chair, such as a Personal Computer with Internet, telephone and fax etc.
- 3.6 The University shall provide transportation to the Visiting Professor during official assignments on behalf of the University.
- 3.7 The University will also arrange at least one public lecture to be delivered by the Visiting Professor, which would be termed the ICCR Lecture on India.

4. OBLIGATIONS OF THE VISITING PROFESSOR:

- 4.1 The Visiting Professor will discuss and finalize the curriculum in consultation with the University.

- 4.2 The Visiting Professor will teach as per the curricular requirements of the University and will take part in other activities such as departmental seminars, conferences, faculty meetings etc. as mutually agreed between the University and the Visiting Professor.
- 4.3 The Visiting Professor will deliver at least one public lecture every year to be arranged by the University as specified in Article 3.7.
- 4.4 The Visiting Professor will abide by the University's Code of Conduct, HR policies and other policies. If there is a conflict with the terms and conditions of his commitment to ICCR, which is the deputing authority, then the matter would be settled by mutual consultation between the parties to this MOU as provided in Article 9.5.

5. SELECTION PROCEDURE:

Selection of the chair will be done as follows: -

- 5.1 The University will convey to ICCR the academic field of study, which it would like the Chair to teach at least one year prior to the commencement of the academic year.
- 5.2 The University may also suggest possible candidates for ICCR's consideration.
- 5.3 The minimum qualifications for the Visiting Professor will be that he/she should have a doctoral or equivalent qualification and at least 8-10 years of teaching experience in an institution of higher education and/or research experience in the required area of expertise. He/ she should have a distinguished record of peer reviewed publications.
- 5.4 ICCR will provide to the University a panel of at least three suitable candidates, within three months from the receipt of the request from the University under Article 5.1.
- 5.5 The University will select one candidate from the panel provided by ICCR and inform ICCR of its decision within two months from the date of receipt of the panel.

- 5.6 ICCR will issue the "Offer of Appointment" letter to the selected candidate and will confirm his/her acceptance to the University within two months of being informed of the University's decision. ICCR will also issue the final 'Appointment Order' to the Visiting Professor before his departure.
- 5.7 Thereafter, the exact courses and schedule will be determined in consultation between the successful candidate and the University.
- 5.8 The exact date for the commencement of the Visiting Professor's tenure will be conveyed by the University to ICCR at least four months in advance.

6. VISA ARRANGEMENTS:

- 6.1 ICCR will issue an official passport to the Visiting Professor and the appropriate visa would be obtained on this official passport in accordance with the immigration rules of the country.
- 6.2 The University will provide a letter of invitation which the Visiting Professor may use to get an appropriate visa from Immigration New Zealand.
- 6.3 The University will also provide whatever documentation is required from the University by the immigration authorities of New Zealand for issue of the appropriate visa to the Visiting Professor.
- 6.4 ICCR will then approach the High Commission of New Zealand in India for obtaining the relevant visa and any related documents covered under Article 6.3.
- 6.5 The Visiting Professor must ensure compliance with the rules, regulations and procedures for obtaining the relevant visa.
- 6.6 The visa and other related documents must be obtained prior to entering New Zealand.
- 6.7 The Visiting Professor is required to comply with all conditions of the visa and is responsible for providing the University with original evidence of his/her visa and advising the University if his/her visa status changes at any time during his/her stay in New Zealand.

7. RECOGNITION OF THE SPONSORSHIP:

- 7.1 ICCR's contribution to the Chair, and the University's acceptance of the Chair, shall be suitably acknowledged in all relevant publications of either Party.
- 7.2 Wherever the logo of either Party is to be used, it shall be done by prior mutual consent.

8. TERMINATION/CONTINUATION OF APPOINTMENT OF INDIVIDUAL PROFESSORS DEPUTED UNDER THIS MOU:

If the University at any time desires to terminate the appointment of the Visiting Professor due to unacceptable behavior/misconduct, they would first inform the High Commission of India in Wellington of the facts of the case, and allow 5 working days for the High Commission to attempt mediation. If the intervention by the High Commission does not provide an acceptable solution, the University will immediately terminate the appointment of the Visiting Professor. In the event of such termination, the University & ICCR will follow the selection procedure laid down in Article 5 of this MOU to select a new Visiting Professor for the next academic session within the overall period of validity of this MOU.

9. TERMINATION/CONTINUATION OF THIS MOU:

- 9.1 A request for continuation and/or termination of this MOU could be initiated by either party and should so be done through a written notice at least twelve months prior to the date of expiry.
- 9.2 Any termination of this MOU under the above clause will not operate to prejudice the Visiting Professor who may be occupying the Chair at the date of termination in the program. The responsibility of ensuring that the Visiting Professor is not prejudiced by such termination and providing necessary funding for this purpose would be that of the Party that requested the termination.
- 9.3 Any notice given pursuant to this MOU by one Party to the other shall be in writing (by registered mail (acknowledgement due) or

facsimile and shall be sent to the following addresses of the Parties, or to such other addresses as may be notified from time to time by either Party to the other.

The address for notices to ICCR is:
Director General, ICCR
Indian Council for Cultural Relations,
Azad Bhawan, I.P. Estate, New Delhi- 110 002.
Facsimile: + 91-11-2337 8647

The address for notices to the University is:
Dean and Pro-Vice Chancellor,
Faculty of Humanities and Social Sciences
Victoria University of Wellington,
PO Box 600, Wellington 6140, New Zealand

- 9.4 Any notice sent to a Party under Article 9.3 shall be deemed as having been given and received on receipt of due acknowledgement if sent by registered mail; or if sent by facsimile to a Party's address, when a correct and complete transmission report is received on the day of transmission if a business day, otherwise on the next following business day.
- 9.5 Any dispute arising out of, or in connection with, this MOU shall be settled in good faith through an amicable settlement, and shall not be submitted to any court of law.
- 10. OTHER PROVISIONS:**
- 10.1 The Parties agree to comply with all national, state or local laws, rules and regulations applicable to the respective Party in its own country in the implementation of this MOU.
- 10.2 Nothing in the MOU is intended to or should be construed to create a partnership, joint venture or employment relationship or to impose either party any right, obligation or duty that might arise out of a partnership, joint venture or employment relationship. Neither party shall have any right or authority to bind, speak for or contract on behalf of the other Party.
- 10.3 Agreeing to the terms and conditions as above, representatives of the ICCR and the University sign the MOU: in two originals each

in English and Hindi languages, both the texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

On behalf of Indian Council for
Cultural Relations

On behalf of Victoria University of
Wellington

Sanjiv Kohli

Jennifer Windsor

H.E. Sanjiv Kohli
High Commissioner of India
to New Zealand

Professor Jennifer Windsor
Pro-Vice Chancellor and Dean,
Faculty of Humanities & Social
Sciences
Victoria University of Wellington
Wellington, New Zealand

Place: Auckland

Date: May 21, 2016