

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

MADE AND ENTERED INTO BY AND BETWEEN
INDIAN COUNCIL FOR CULTURAL RELATIONS
AND
L'ORIENTALE UNIVERSITY
ON THE ESTABLISHMENT OF THE
ICCR CHAIR FOR HINDI LANGUAGE
(Hereinafter referred to as "the Hindi Chair")

Indian Council for Cultural Relations hereinafter referred to as "ICCR" and L'Orientale University hereby agree to cooperate in the establishment and functioning of the ICCR Chair for Hindi Language on the following basis:

1. GENERAL TERMS AND CONDITIONS

- 1.1 This would be deemed a short-term teaching position
- 1.2 Each individual appointment of the Chair would be, for a period of three-six months from the date, he/she is relieved from duties of his/her parent department in India
- 1.3 This MOU will come into force on the date of signature hereof, and will remain valid for a period of five years.
- 1.4 Termination or continuation of this MOU will be with mutual agreement in accordance with procedure outlined in Article 7 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 Hindi Chair, except as provided in Article 3, international air passages in respect of the Hindi Chair (and

his/her spouse) and charges of unaccompanied baggage at the time of joining and on completion of tenure at the L'Orientale University. ICCR will also process visa applications and if so required, pay visa costs for the Hindi Chair and his/her spouse.

3. OBLIGATIONS OF THE UNIVERSITY

- 3.1 L'Orientale University will provide a furnished apartment (*family accommodation*) in or near the campus with all utility charges included.
- 3.2 L'Orientale University will provide medical facilities to the Hindi Chair with the same as to other foreign Visiting Chairs according to L'Orientale University's policy.
- 3.3 L'Orientale University will also provide suitable office space and other assistance consistent with the efficient functioning of the Hindi Chair, such as Internet connection facility, telephone and fax etc.
- 3.4 L'Orientale University will not provide any transportation to the Hindi Chair when he/she comes to L'Orientale University for teaching. However L'Orientale University shall provide transportation in case of official assignments on behalf of the L'Orientale University any other place away from the regular place of teaching in L'Orientale University.

4. OBLIGATIONS OF THE HINDI CHAIR

- 4.1 The Hindi Chair will discuss and finalize the curriculum in consultation with L'Orientale University
- 4.2 The Hindi Chair will teach as per the curricular requirements of L'Orientale University and will take part in other activities such as departmental seminars, conferences, faculty meetings etc. in addition, the provision for holding at least one Conference /Seminar in the University or outside in each semester as mutually agreed between the L'Orientale University and the Hindi Chair. The Hindi Chair shall be appointed to two courses of 48 hours each per semester, one course of advanced language/literature and an introductory one.

4.3 The Hindi Chair will abide by the L'Orientale University's Code of Conduct and HR policies to the extent that they do not come into conflict with the terms and conditions of his commitment to ICCR, which is the deputing authority.

5. SELECTION PROCEDURE:

Selection of the Chair will be done as follows: -

- 5.1 ICCR will depute to the L'Orientale University a suitable candidate from our Hindi panel within three months from the receipt of the request from the L'Orientale University.
- 5.2 ICCR will issue the "Offer of Appointment" letter to the selected candidate and will confirm his/her acceptance to the L'Orientale University within one month of being informed of the L'Orientale University's decision. ICCR will also issue the final 'Appointment Order' to the Hindi Chair before his/her departure.
- 5.3 Thereafter, the exact courses and schedule will be determined in consultation between the successful candidate and the L'Orientale University.

6. VISA ARRANGEMENTS:

- 6.1 ICCR will issue an official passport to the Hindi Chair (*and to his/her spouse*) and the appropriate visa would be obtained on this official passport in accordance with the immigration rules of Italy.
- 6.2 The L'Orientale University will advise ICCR on the appropriate visa and other related documents required to be obtained for the Hindi Chair (*and for his/her spouse*), which would ensure entrance into, residence in and permission to carrying out his/her assignment in Italy for the duration of the appointment.

- 6.3 L'Orientale University will also provide whatever documentation is required from L'Orientale University by the immigration authorities of Italy for issue of the appropriate visa to the Hindi Chair (*and to his/her spouse*).
- 6.4 ICCR will then approach the Mission of the country in India for obtaining the relevant visa and any related documents covered under Article 6.3.
- 6.5 The Hindi Chair 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 Italy.
- 6.7 The Visiting Chair is required to comply with all conditions of the visa and is responsible for providing L'Orientale University with original evidence of his/her visa and advising L'Orientale University if his/her visa status changes at any time during his/her stay in Italy.

7. TERMINATION/CONTINUATION OF THIS MOU:

- 7.1 A request for continuation and/or termination of this agreement 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.
- 7.2 Any termination of this agreement under the above clause will not operate to prejudice the Hindi Chair engaged as at the date of termination in the program.
- 7.3 The responsibility of ensuring that the Hindi Chair is not prejudiced and of ensuring that necessary funding would be provided would be borne by the Party that requested the termination.

- 7.4 Any notice given pursuant to this agreement 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,
Indian Council for Cultural Relations,
Azad Bhawan, I.P. Estate, New Delhi- 110 002.
Facsimile: + 91-11-2337 8647

The address for notices to L'Orientale University is:
Head of the Department of Foreign Relations
L'ORIENTALE UNIVERSITY
Dr. Marina Guidetti,
Via Marina 59, 80133, Napoli
Tel : +39 081 6909058 / E-mail : mguidetti@unior.it

- 7.5 Any notice sent to a Party under Article 7.4 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.

8. OTHER PROVISIONS:

- 8.1 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.
- 8.2 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.

Agreeing to the terms and conditions as above, representatives of the ICCR and the L'Orientale University sign the MOU:

For
**L'Orientale University,
Naples (Italy)**



(Prof. Roberto Tottoli)
Vice-Chancellor (Rector)

For
**Indian Council for Cultural
Relations, New Delhi (India)**



(Dr. Neena Malhotra)
Ambassador of India to Italy

Place: Naples , 3/6/2022