



# JYOTI NIVAS COLLEGE AUTONOMOUS

Affiliated to Bengaluru City University

Reaccredited by NAAC with A<sup>+</sup> grade. Recognised by UGC under section 2(f) and 12(b) of UGC act 1956

## MEMORANDUM OF UNDERSTANDING (MoU)

Between

**Jyoti Nivas College Autonomous, Bengaluru, Karnataka**

And



**KSHEMA MIND CARE TRUST**

This Agreement is made on the 22<sup>nd</sup> day of Sept, 2023 by and between **Jyoti Nivas College Autonomous**, (hereinafter referred to as "JNC") Bengaluru, Karnataka represented by its Principal, **Dr. Sr. Mary Louisa .S** as the first party, and **Kshema Mind Care Trust**, (hereinafter referred to as "KMC") represented by its Founder, Mr. Sripathi K.N., as the second party, to collaborate in academic, training, research activities and community service on the basis of mutual benefit to the parties.

### PURPOSE OF THE MEMORANDUM

Whereas

- JNC**, is a minority Christian college founded in the year 1966 by the Sisters of St. Joseph of Tarbes with the specific aim of providing a balanced higher education to young women, to turn out intellectually enlightened, morally upright, spiritually oriented, socially committed and emotionally balanced young persons. It offers a range of UG and PG programmes in Arts, Humanities, and Sciences and is affiliated with Bangalore City University.
- KMC** is a leading Psychosocial Rehabilitation Centre located in the serene surroundings

Hosur Road, Koramangala, Bengaluru - 560 095.

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of Bengaluru, Karnataka. At KMC, we embark on a transformative journey towards mental well-being, where nature, compassion, and professional expertise come together to create a haven of healing and hope. Through a holistic approach that combines evidence-based therapies, compassionate care, and the healing power of nature, we aim to improve the quality of life for our residents and promote their integration into society.

KMC is desirous to associate with JNC in various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

**That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfillment,**

And relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end they are of one accord in entering this MoU.

**NOW, THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES  
AS FOLLOWS**

**1. OBJECTIVE:**

- a) The parties agree that the objective of the present MoU is to establish a long-term cooperation program in order to collaborate toward the formation of students, academics, and researchers for the promotion and development of their respective areas of interest.

**2. METHOD FOR ACHIEVING THE OBJECTIVES:**

- a) In order to achieve the aforementioned objectives, both parties, in mutual agreement, shall develop cooperation programs and projects that will specify the commitments each of them is to make for the performance of said programs.

**3. AREAS OF COOPERATION:**

- a) KMC and JNC recognize that the collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic cooperation. As per the purpose of the said agreement, the two parties shall collaborate in:



- i) Sharing of human resources (faculty/trainers) in scholarly pursuits
- ii) Student/Faculty Development Programmes
- iii) Internships
- iv) Value Education
- v) Collaborations for Conferences/Seminars/Webinars/Workshops
- vi) Guest lectures
- vii) Psychology Fests and Celebration of Important Days of Psychology
- viii) Extension Activities
- ix) Joint Research Projects and Publications
- x) Social action (community development)
- xi) Certificate Program / Diploma Program
- xii) Any other area of mutual interest that may emerge in future

**4. FUNDING:**

Expenses for organizing any program by either of the institutions shall be decided based on the nature of the event/program. Contingent upon the nature of the program, the relevant stakeholder/s will be making the payment to the relevant party. Payment related matters shall be discussed and clarified prior to the specific event/activity/program between the assigned coordinators of both the parties.

**5. NO EMPLOYMENT RELATIONSHIP:**

- a) The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labor nature between them. Thus, in all activities stemming from the present MoU and from subsequent specific action plans, the parties understand that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

**6. CREDITS/ACCREDITATION:**

- a) Credits and grades shall be awarded in accordance with the academic achievement policies in force at the Institution/Affiliating University/Government. However, the Institution reserves the right to accept or reject any accreditation leading to an academic degree.
- b) The Institution shall issue a certification recognizing the grades obtained, as well as the hours invested on projects/papers completed by the students.
- c) It is noted that 6(a) and 6(b) are subject to the laws of the land, and rules and



regulations promulgated by the affiliating university, if any, regarding the academic administration as well as the transfer of academic credits.

#### **7. RIGHTS AND DUTIES:**

- a) The Host Institution is committed to counseling and supporting students on the collaboration programs through advice on academic and administrative procedures, as well as to fostering their integration, inviting and encouraging guest members to become involved in student life.
- b) The institutions shall act as facilitators, but they will have no obligation whatsoever in terms of the actions, behavior, or financial aspects of the students/participants involved in the program.
- c) The students/participants of JNC shall abide by the rules and regulations of KMC when joining an internship/training program with the organization. Students shall be liable to terminate their training before the completion period if found not abiding or fulfilling the rules and regulations or if found not exhibiting good conduct.
- d) Any development program/training/workshop/webinar/seminar among other specific activities/initiatives as part of this collaboration will be promoted with logos of both the parties.

#### **8. AUTONOMY:**

- a) This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations nor any legally binding or enforceable obligations between the subscribing institutions, expressed or implied under domestic or international law.

#### **9. TERM:**

- a) This MoU shall be effective for a period of one (1) year from the date of execution of this agreement and shall be automatically renewed thereafter for another one (1) year unless a written notice to terminate or amend this agreement is given to the other party one (1) month in advance.
- b) It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a **forceful suspension** of a collaboration program. Causes for forceful suspension must be explicitly set forth in the action plans.
- c) This agreement may, at any time during its period of validity, be terminated by either party upon one month's prior notice to the other in writing.



## **10. CONFLICT RESOLUTION:**

- a) Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and **common agreement** by the persons delegated to such end by each Institution/Organization. Either party may propose to the other a modification of the Agreement at any time in writing.

## **11. ACTION PLANS:**

- a) Every work program or specific activity that is agreed upon between both institutions shall be defined through an action plan, which shall be under the responsibility of two individuals, appointed respectively by each Organization / Institution, and which shall define the following aspects:

- i) Foundations or considerations that warrant the plan for inter-institutional collaboration;
- ii) Exchange of scholars (Faculty Members, Researchers or Associates) and students
- iii) Objective of the action plan for inter-institutional collaboration;
- iv) General conditions of the plan;
- v) Academic conditions of the plan;
- vi) Administrative and organizational conditions of the plan;
- vii) Duration of the protocol;
- viii) Intellectual property;
- ix) Differences between the parties;
- x) Development of the collaboration project;
- xi) Project and/or program to be carried out;
- xii) Financial budget;
- xiii) Programme-specific action plans and reports

## **12. CONFIDENTIALITY:**

- a) Each of the parties accepts and declares that every information from the other party is of a confidential nature, is the exclusive property of the latter, and has been or will be disclosed to the former solely with the purpose of enabling the full accomplishment of the present Agreement. For this reason, every piece of information provided by one party to the other before signing this Agreement and/or during its performance must be kept confidential and therefore may not be disclosed to any third parties.