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**MEMORANDUM OF UNDERSTANDING (MoU)**

between

**Assumption College Autonomous, Changanacherry**

and

**Jyoti Nivas College (Autonomous), Bengaluru, Karnataka, India**

This Memorandum of Understanding (MoU) is signed on the 14<sup>th</sup> day of May 2022 between **Assumption College Autonomous, Changanacherry**, represented by its Principal, Dr. Anitha Jose as the **first party** and **Jyoti Nivas College (Autonomous), Bengaluru**, represented by its Principal, Dr Sr Lalitha Thomas as the **second party**. First party and the second party shall hereinafter collectively be referred to as the "**Parties**" and individually as the "**Party**."

**PURPOSE**

**Whereas**

1. Assumption College Autonomous, Changanacherry is one of the prominent institutions in the Higher Education arena of Central Kerala, rendering contributions to transform society through knowledge enlightenment and value enrichment over decades. Founded in 1964, the College is affiliated to Mahatma Gandhi University, Kottayam

Dr Anitha Jose, Principal,  
Assumption Autonomous College,  
Changanacherry



Dr Sr Lalitha Thomas, Principal,  
Jyoti Nivas College (Autonomous),  
Bengaluru, Karnataka,



No. 3951 / Rs. 100/-  
5-5-2022

CHANGANACHERRY  
VENDOR  
V.P. MARKOSE



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2. Assumption College Autonomous, Changanacherry is desirous to associate with Jyoti Nivas College (Autonomous), Bengaluru can, on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

**Whereas**

1. Jyoti Nivas College (Autonomous), Bengaluru is affiliated Bangalore University.
2. Jyoti Nivas College (Autonomous), Bengaluru is desirous to associate with Assumption College Autonomous, Changanacherry, on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

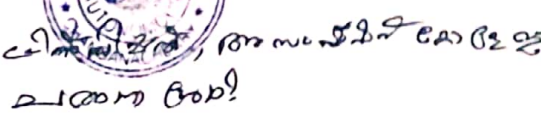
That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfillment, and relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end they are of one accord entering this MoU.

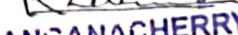
  
Dr Anitha Jose, Principal,  
Assumption Autonomous College,  
Changanacherry





Dr Sr Lalitha Thomas, Principal,  
Jyoti Nivas College (Autonomous),  
Bengaluru, Karnataka,

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CHANGANACHERRY  
VENDOR  
V.P. MARKOSE



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

**1. Objective:**

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


**2. Method for Achieving the Objectives:**

Assumption College Autonomous, Changanacherry and Jyoti Nivas College (Autonomous), Bengaluru recognize that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and industrial cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities with the approval of the authorized signatory authorities.

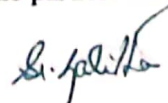
**3. Areas of Co-Operation:**

Whereas, Assumption College Autonomous, Changanacherry and Jyoti Nivas College (Autonomous), Bengaluru can recognize that the academic 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, all the Parties shall undertake the following activities with the approval of the authorized signatories:

- a) *Research Collaborations:* Faculty/Researchers/Students of Assumption College Autonomous, Changanacherry and Jyoti Nivas College (Autonomous), Bengaluru can collaborate in future research projects that either involve working cooperatively with partner institutions and/or cover a research topic with an international component. Activities include, but are not limited to, efforts toward developing proposals for collaborative research, co-authoring publication, conducting joint research projects, or establishing joint research centers etc.
- b) *Faculty Exchange with Partner Colleges:* Faculty members of Assumption College Autonomous, Changanacherry and Jyoti Nivas College (Autonomous), Bengaluru can travel between to participate in activities that can enhance knowledge and also to foster relations between the parties. Activities include, but

  
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are not limited to, delivering lectures, teaching a course, taking a sabbatical, acquiring skills for institutional governance and developing collaborative research etc.

- c) *Student Exchange with Partner Colleges:* Students can be given an opportunity to travel among parties to participate in activities/events that will enhance their experience and knowledge.
- d) *Promotion of integrated studies for related studies:* The parties can look at integrating an intercultural dimension into their teaching, research, and service functions of the university which would enable the students understanding on a global perspective.
- e) *Translational activity:* Experts from institutions can share their experience towards product development and commercialization and business & technology development.
- f) *Cooperate in the exchange of information* relating to their activities in teaching and research in fields of mutual interests; sharing best practices adopted by each party; sharing of e-content between the parties; access to library and repository services, if possible.
- g) Conduct cultural projects, study tours, as mutually agreed in writing between the parties prior to commencement of this activity.


4. **No Employment Relationship:**

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 are in the understanding that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

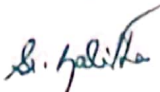
5. **Credits / Accreditation:**

Credits and grades shall be awarded in accordance with the academic achievement policies in force at the institution/ host University/Government. However, the home University/ Institution reserves the right to accept or reject any accreditation leading to an academic degree.

The host University/ Institution shall issue a certification recognizing the grades obtained, as well as the hours invested or projects/papers completed by the students.

  
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Changanacherry



  
Dr Sr Lalitha Thomas, Principal,  
Jyoti Nivas College (Autonomous),  
Bengaluru, Karnataka,

6. **Autonomy:**

This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.

7. **Conflict Resolution:**

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 university. Either party may propose to the other a modification of the Agreement at any time.


8. **Action Plans:**

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 university, and which shall define the following aspects:

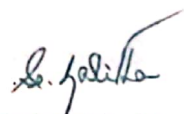
- a) Foundations or considerations that warrant the plan for inter-institutional collaboration;
- b) Objective of the action plan for inter-institutional collaboration;
- c) General conditions of the plan;
- d) Academic conditions of the plan;
- e) Administrative and organizational conditions of the plan;
- f) Duration of the protocol;
- g) Intellectual property;
- h) Differences between the parties;
- i) Development of the collaboration project;
- j) Project and/or program to be carried out;
- k) Financial budget;
- l) Reference to the subject of medical insurance and information.

9. **Amendments:**

The parties may amend or amplify this Agreement through agreements in writing to that effect. Said amendments or additions will be binding on the signatories as of the date of

  
Dr Anitha Jose, Principal,  
Assumption Autonomous  
Changanacherry



  
Dr Sr Lalitha Thomas, Principal,  
Jyoti Nivas College (Autonomous),  
Bengaluru, Karnataka,

their signature. The parties may not assign, in whole or in part, the performance of the present MoU to any third party, except through prior and express authorization in writing by both of them. And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.

**10. Costs**

Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the Parties may also seek funding for collaborations from any research organization funding. Where applicable, the fee for services from Jyoti Nivas College (Autonomous), Bengaluru to Assumption College Autonomous, Changanacherry and vice-versa will be as agreed with the approvals of the signatory authorities.

**11. Applicable Law and Jurisdiction**

Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of three (3) arbitrators mutually agreed by the parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be in a mutually agreed location. This MoU shall be governed by and construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.


**12. Indemnity**

Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to its failure to perform as agreed in the MoU.

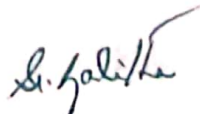
**13. Assignment**

Neither party will assign its rights or obligations under this MoU without the prior written consent of the other party, however such requests shall not be withheld unreasonably. This MoU will be binding upon the parties and their respective legal successors and permitted assigns.

**14. Confidentiality**

  
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Changanacherry



  
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Jyoti Nivas College (Autonomous),  
Bengaluru, Karnataka,

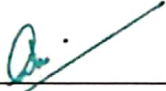
The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other party.

Students might be working on confidential projects and should not be disclosing any confidential information. Students cannot share data collected during the study in any of their assignments, however are free to share their learnings without impacting confidentiality agreements with clients.

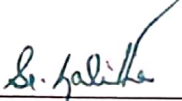
**15. Term:**

This MOU shall be effective for a period of five (5) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another five (5) years unless a written notice to terminate or amend this agreement is given to the other party six (6) months in advance. 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.

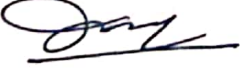
The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:


  
\_\_\_\_\_  
Dr. Anitha Jose  
Principal  
Assumption College Autonomous  
Changanacherry




  
\_\_\_\_\_  
Dr Sr Lalitha Thomas, Principal,  
Principal  
Jyoti Nivas College (Autonomous),  
Bangalore

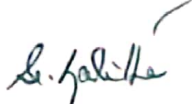
**Witnesses**

Rev. Dr. Thomas Joseph Parathara  
Coordinator   
Assumption College, Changanassery, Kerala, India

  
Dr Carol Stanly Semler  
Coordinator  
Jyoti Nivas College (Autonomous)  
Bangalore

  
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Dr Anitha Jose, Principal,  
Assumption Autonomous College,  
Changanacherry



  
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Dr Sr Lalitha Thomas, Principal,  
Jyoti Nivas College (Autonomous),  
Bengaluru, Karnataka,