



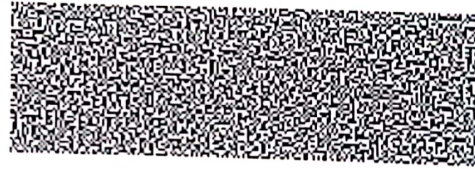
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Government of Karnataka



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Second Party : JYOTI NIVAS COLLEGE BENGALURU
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MEMORANDUM OF UNDERSTANDING (MoU)

Between

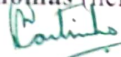
Loreto College, Kolkata, West Bengal, India

And

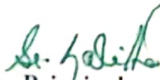
Jyoti Nivas College (Autonomous), Bengaluru, Karnataka



This Agreement is made on the 22nd day of October, 2022 between Loreto College, Kolkata, West Bengal, India represented by its Principal, Dr. Sr. Christine Coutinho, IBVM. (hereinafter referred to as "LCK") as the first party and Jyoti Nivas College Autonomous, Bengaluru, Karnataka, India represented by its Principal Dr. Sr. Lalitha Thomas (hereinafter referred to as "JNC") as the second party.


Principal
Loreto College
Kolkata, India




Principal
Jyoti Nivas College Autonomous
Bengaluru, Karnataka, India



PURPOSE

Whereas

- a) **Loreto College (hereinafter referred to as "LCK")**, founded in 1912, (UGC 12 B and 2 F), accredited by NAAC with A grade, serves young girls who pursue higher education under its mantle, and with a vision of forming women responsive to the needs of the world, with value- based knowledge which gives them power to act, motivated by the love which gives them purpose and wisdom in their action. Loreto College offers B.A./B.Sc. Honours and General courses, a Masters course in English and a B.Ed. course in Liberal Arts areas having its address at 7, Sir William Jones Sarani (formerly Middleton Row) Kolkata - 700 071 West Bengal, India, and website: 'www.loretocollege.in'. Loreto College is managed by the Loreto Sisters (Institute of the Blessed Virgin Mary-IBVM) of the South-Asian Province.
- b) **LCK** is desirous to associate with **JNC** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

Whereas

- a) **Jyoti Nivas College Autonomous, Bengaluru, (hereinafter referred as "JNC")** is a minority Christian college founded in the year 1966 by the Sister's 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 to Bangalore City University.
- b) **Jyoti Nivas College (herein referred to as "JNC")** is desirous to associate with **LCK** 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 in entering this MoU.

NOW THERE FORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

1. OBJECTIVE:

- a) 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.

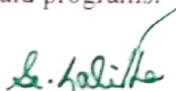
2. METHOD FOR ACHIEVING THE OBJECTIVES:

- 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.


Principal
Loreto College
Kolkata, India



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3. AREAS OF CO-OPERATION:

- a) Whereas, LCK and JNC 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, the two parties shall collaborate in:
- Sharing of human resources (faculty) in scholarly pursuits
 - Student Faculty Development Programmes
 - Value Education
 - Collaborations for Seminars/Webinars/Workshops
 - Extension Activities
 - Joint Research Projects and Publications
 - Best Practices
 - Social action (community development)
 - Certificate Program / Diploma Program
 - Any other area of mutual interest that may emerge in future

4. FUNDING:

- Expenses for airfare, transportation, room and board and personal expenses of exchange students, teachers or officers shall be covered by each individual. Students will pay their registration, fee for courses or professional practices at their home institution, so that they can be recognized afterwards.
- Students, interns and officers shall be responsible for requesting and obtaining lodging by inquiring with the host institution, which shall provide every help necessary for them to obtain safe, convenient lodging arrangements.
- Financial expenses for (term visits) internships of professors and researchers, which will be arranged at the parties' request, as well as travel expenses, shall be covered by the requesting institution. No fees will be paid, as the assumption is that the professors/researchers remain in their positions at their home institution, which will continue to pay their salaries.

5. NO EMPLOYMENT RELATIONSHIP:

- The parties agree that his Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labour 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.

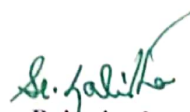
6. CREDITS / ACCREDITATION:

- 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.
- The Institution shall issue a certification recognizing the grades obtained, as well as the hours invested on projects/papers completed by the students.
- 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 transfer of academic credits.


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Loreto College
Kolkata, India



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Jyoti Nivas College Autonomous
Bengaluru, Karnataka, India



7. RIGHTS AND DUTIES:

- a) The Host Institution is committed to counseling and supporting students on exchange through advice on academic and administrative procedures, as well as to foster their integration, inviting and encouraging guest students to become involved in student life.
- b) The institutions shall act as facilitators, but they will have no obligation what so ever in terms of the actions, behaviours or financial aspects of the students / participants involved in the exchange.
- c) The students/ participants shall enjoy the same rights and privileges as regular students faculty, and shall observe the norms and rules of the Host Institution and the Host State. Any violation of the laws of the receiving State and/or the rules of the Host Institution by an exchange participant shall be grounds for the immediate termination of the privileges in the context of this Agreement.
- d) The host institution agrees to assist to provide boarding, lodging and necessities and to provide workspace, library and laboratory facilities as appropriate.

8. AUTONOMY:

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

9. TERM:

- a) 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.
- 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 six months' 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. Either party may propose to the other a modification of the Agreement at anytime 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 university / 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;


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Loreto College
Kolkata, India



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Jyoti Nivas College Autonomous
Bengaluru, Karnataka, India



- 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.

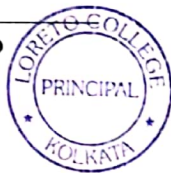
13. AMENDMENTS:

- a) 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 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.

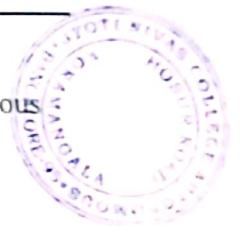
Coutinho

Dr. Sister Christine Coutinho
Principal
Loreto College, Kolkata
West Bengal



S. Lalitha

Dr. Sr. Lalitha Thomas
Principal
Jyoti Nivas College Autonomous
Bengaluru, Karnataka
Jharkhand



Witnesses

Representative of the Xavier Board (Official Board Member)
Name of the Representative
Designation
Institution Name



Representative of XB (Official Board Member)
Name of the Representative
Designation
Institution Name

Sharmila Mitra Deb
Mrs. Sharmila Mitra Deb
Academic and Administrative Officer
Loreto College, Kolkata
West Bengal

Academic and
Administrative Officer
Loreto College, Kolkata

Sheril Sophia D' Couto

Mrs. Sheril Sophia D' Couto
Deputy Nodal Officer, Collaborations
Jyoti Nivas College, (Autonomous)
Bengaluru, Karnataka

