



JYOTI NIVAS COLLEGE AUTONOMOUS

Affiliated to Bengaluru City University

Reaccredited by NAAC with 'A' 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

Rise and Shine Foundation, Kolkata, West Bengal



This Agreement is made on the 19 day of Dec, 2022 between **Jyoti Nivas College Autonomous, Bengaluru, Karnataka** represented by its Principal, **Dr. Sr. Lalitha Thomas** (hereinafter referred to as "JNC") as the first party and **Rise and Shine Foundation, Kolkata, West Bengal** represented by its Principal **Dr. Payel Ghosh** (hereinafter referred to as "SCB") as the second party.

PURPOSE

Whereas

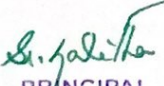
- Jyoti Nivas College Autonomous, Bengaluru, (hereinafter referred as "JNC")** is a minority Christian college founded in the year 1966 by the Sister's of St. Joseph of Tarbes with the specific aim of providing a balanced higher education to young women, to turn out intellectually enlightened, morally 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.
- Jyoti Nivas College (herein referred to as "JNC")** is desirous to associate with **SCB** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

- Rise and Shine Foundation, Kolkata, West Bengal (hereinafter referred as "SCB")** aims at working towards de-addiction and rehabilitation facility counseling and behavior modification for mental wellness. The foundation is run by rehabilitation counselors and psychologists with psychiatrists.
- SCB** 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.

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.


PRINCIPAL
Jyoti Nivas College
Autonomous,
Bangalore - 560 095

Hosur Road, Bengaluru - 560 095.

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**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 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.

3. AREAS OF CO-OPERATION:

- a) Whereas, SCB 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:

- i) Sharing of human resources (faculty) in scholarly pursuits
- ii) Student/Faculty Development Programmes
- iii) Value Education
- iv) Collaborations for Seminars/Webinars/Workshops
- v) Extension Activities
- vi) Joint Research Projects and Publications
- vii) Best Practices
- viii) Social action (community development)
- ix) Certificate Program / Diploma Program
- x) 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.

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 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:

- 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 transfer of academic credits.


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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, behaviour 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 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. 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;


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- 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.

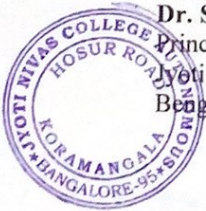
13. AMENDMENTS:

- 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.

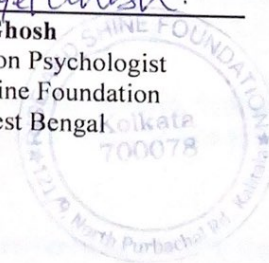
S. Lalitha

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



Payel Ghosh

Dr. Payel Ghosh
Rehabilitation Psychologist
Rise and Shine Foundation
Kolkata, West Bengal



Witnesses

Philip

Dr. Roopa Philip
Coordinator, Collaborations
Jyoti Nivas College Autonomous
Bengaluru, Karnataka

Name:
Designation:
Rise and Shine Foundation
Kolkata, West Bengal

Roseline Gomes

Ms. Roseline Gomes
Assistant Professor
Jyoti Nivas College Autonomous
Bengaluru, Karnataka