



# 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

Make A Conversation Foundation NGO,  
Bengaluru, Karnataka



This Agreement is made on the 23 day of June, 2023 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 Make A Conversation Foundation NGO, Bengaluru represented by its Founder Dr Richa Shete and Tejaswini Pethe (hereinafter referred to as "SD") 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 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 to Bangalore City University.
- Jyoti Nivas College (herein referred to as "JNC") is desirous to associate with SD on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

#### Whereas

- Make A Conversation Foundation NGO, Bengaluru (hereinafter referred as "SD") is a non-governmental, non-for-profit organization committed to improve mental health across the globe by empowering existing resources to provide psychological support. The primary focus areas include counseling, research and awareness on mental health problems. They aim to build a public health model to increase coverage of basic interventions for mental health. They bridge the gap and create a community for mental health.
- SD 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 cooperation, and for this end they are of one accord in entering this MoU.

*Dr. Lalitha Thomas*

Hosur Road, Bengaluru - 560 095.

Phone: 080-25530137, Telefax: 25533886, Email: info@jyotinivas.org, Website: www.jyotinivas.org

**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, awareness and research projects for the promotion and development in the field of mental health.

**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) Whereas, SD and JNC recognize that the collaboration would be of mutual benefit and would provide strengths in research and mental health and their mutual interest in engaging themselves in cooperation. As per the purpose of the said agreement, the two parties shall collaborate in:
- i) Student/Faculty Development Programmes related to Mental Health.
  - ii) Awareness Campaigns/ Consultancy in the field of mental health.
  - iii) Collaborations for Seminars/Webinars/Workshops/ Blogs/ Poems related to mental health
  - iv) Social action (community development) related to mental health.
  - v) Any other area of mutual interest that may emerge in the future related to mental health.

**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 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.

**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.

**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 in the field of mental health.



- b) The institutions shall act as facilitators, but they will have no obligation whatsoever 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. Projects with financial implications would be separately contracted adhering to agreed terms and conditions.

#### 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 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 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;
  - 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.

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



*Richana Thaker*  
(Head of Bengaluru)

**Dr Richa Shete and Tejaswini Pethe**  
**Founders and Directors**  
Make A conversation Foundation NGO  
Bengaluru, Karnataka

**Witnesses**

**Ms. Roseline Gomes**  
HOD, Dept of Psychology  
Jyoti Nivas College Autonomous  
Bengaluru, Karnataka

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