



தமிழ்நாடு தமில்நாடு TAMIL NADU

Rs. 20/-

28AC 239252

08.01.2024,

St. Joseph's College of arts & science  
for women, Hosur

S.N. Bhojamma  
STAMP VENDOR, HOSUR  
L.No. 3891/B1/2000

### MEMORANDUM OF UNDERSTANDING

Between



St. JOSEPH'S COLLEGE OF ARTS & SCIENCE FOR WOMEN,  
MOOKANDAPALLI, SIPCOT, HOSUR- 635 126.  
(Affiliated to Periyar University, Salem)

And



SRI BHAGAWAN MAHAVEER JAIN FIRST GRADE COLLEGE  
(Affiliated to Bengaluru North University, Tamaka, Kolar)  
Reaccredited by NAAC, Recognized by UGC under section 2(f) Status),  
Geetha Road, Robertsonpet, Kolar Gold Fields – 563122



The college empowers young women with knowledge, skills, holistic approach and enable them to face the present society. The college offers various UG, PG and Research courses with a strength of more than 2500 students. The study at St. Joseph's College of Arts & Science for Women will certainly fetch a joyful and memorable experience of escalation in the aesthetics of education and ethnicity provided by the multi-cultured and multi-faceted presence of faculty and students who are persistent with the quest for excellence in proficiency. Its quiet surroundings, comprising of architecturally designed buildings, playgrounds and lush greenery make it one of the most preferred destinations for the aspirants.

In today's era, the world anticipates a nourishing education. St. Joseph's College of Arts & Science for Women is a renowned educational family having the inclination to offer quality education to women. It carries a rich history, holding the pride of gaining a far-famed reputation under the Periyar University.

The Government order (G.O.No. 272 dt 31.08.2006) for starting the Arts and Science College was issued and Rev. Sr. Mary Lucy Juliet (Sr. Rocha), a retired Professor from the Department of Botany of Nirmala College, Coimbatore became the Principal in August 2006.

### **About SBMJFGC, KGF**

Sri Bhagawan Mahaveer Jain First Grade College, KGF was established in the year 2004 with the motto "Start with us to End with Success". It is affiliated to Bengaluru North University, Tamaka, Kolar.

Sri Bhagawan Mahaveer Jain First Grade College at Kolar Gold Fields, is the 21st constituent of the Jain Group of Institutions. It has crossed several barriers effectively on its way to impart quality education, possessing undisputable physical infrastructure and learning models. The institution completes 15 academic years and is looking forward towards taking one more challenge to its stride in providing education with quality, styled to reach the mass with limited time and available resources.

Achievements are big enough to be dreamt and successive dreaming, leads to achievements over a period of time.

The Institution has been able to make remarkable progress and evident achievements in academics, event management, academic evaluation and results, quality in leadership, learning outcome with the use of infrastructure, the basic set of guidelines and the way of looking at various aspects.

### **Areas of Collaboration.**

- Conducting Conferences, Seminars, Faculty Development Program, Exhibitions / Symposia/ Workshops/ Training Programs, Students events, Faculty events.
- To create awareness on the industry required skill set to enhance the employability of the students
- Collaborative research projects and guidance for students.
- Mutual utilization of labs and other infrastructure either with or without necessary dues.

- To enrich the students knowledge through exchange of faculty in various departments.

### **Administration of the signed MoU**

This MoU shall be effective and will come into force from the day the two authorized signatories of both the parties formally sign the MoU document. The authorized signatories will

- Implement this MoU and all endeavors that derive from it.
- Develop and carry out joint plans for the implementation of the objectives of the MoU by having regular communications.
- Submit yearly 'Status reports' on the implementation of this MoU.

Additional activities proposed within the framework of the general terms of this Memorandum of Understanding will be formally incorporated as an addendum to this MoU, provided the addendum is agreed to and signed by both parties.

Both the Institution shall inform in writing the respective communities of this MoU to draw benefits from it and to contribute towards its implementation in spirit and substance.

### **Termination/Amendment of MoU**

Both the parties will endeavor to resolve disputes arising between them in relation to this MoU by amicable means. If this not be possible because of irreconcilable differences, then this MoU may be terminated by mutual consent of the two parties.

Either party may terminate this MoU by written notification signed by the appropriate official of the institution initiating the notice.

A minimum of three months prior notification must be sent to the other party prior to the effective date of termination.

In the event of a breakdown due to disagreement etc., the expenditure incurred by the parties would remain on a 'As is Where is' condition. This would be decided on a project by project basis.

### **Jurisdiction**

All disputes are to be settled within the jurisdiction of Kolar Gold Fields courts, Karnataka, India. For any dispute or difference arising under this MoU, the parties shall endeavor to resolve the same in good faith through mutual dialogue/discussions/negotiations. In the event of failure of such dialogue/discussions/negotiations, the matter shall be referred to as binding arbitration under the rules of arbitration and Conciliation Act 1996 and the same shall be adjudicated by a Sole Arbitrator to be nominated by the parties herein on mutual consent. The arbitration shall be in English language and the venue of arbitration shall be in Kolar Gold Fields courts, Karnataka, India. The costs of such arbitration shall be borne on the basis of the award passed by the arbitrators.

### **Responsibilities of Parties**

- The two Institutions will:
  - Conduct programmes like Conference, Seminar, and Guest Lecture for student's benefits.



- b) Cooperate in the exchange of information relating to their activities in research in fields of mutual interests.
2. The aim of the Memorandum of Understanding shall be to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by both Institutions.
3. The students/faculty members follow the code of conduct to maintain the reverential ambience of the respective institutions.
4. In the event of cancellation of agreement, the participants in the program at such a time shall be permitted to complete their activities at the host institution in accordance with the terms of this agreement.
5. The parties shall mutually agree upon the resources in the form of infrastructure and people in order to achieve the objectives stated in this MoU. Each party shall be responsible for its own costs and expenses arising from its performance under this MOU.

### **Terms of MoU**

This agreement will take effect from the date of its signing and shall be valid for **5 year** unless sooner terminated, revoked or modified by mutual written agreement between the parties, and may be extended by mutual written agreement. Either party may terminate the agreement at any time during the term by the provision of one month written notice to the other party.

### **Coordinators**

Both Parties/institutes will designate one person each who will have the responsibility for coordination and implementation of this agreement on behalf of their Institute and to submit the reports, if any required by the parties herein.

### **Modification**

This MoU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two Institutions.

### **Assignment**

The Parties herein/the Institutions understand and acknowledge that they shall not assign or otherwise transfer its rights or obligations under the Agreement, in whole or in part, without the prior written consent of the other Institution.

### **Indemnity**

The Parties herein agree to indemnify each other and to defend and hold harmless the other Party, any and all damages, liabilities, costs, expenses and from any loss or that may surface hereinafter, that the other party may sustain or be put to by reason of any flaw or defect or infirmity or as a result of any act and/or omission to act or in any other manner by the indemnifying party.

### **Confidentiality**

Provided that the Parties have to exchange several documents and information in relation to the required expertise, it is been agreed that:

- (1) All the documents and information any of the Parties makes available to the other concerning any aspect of the deal shall be received and examined by the other party under the strict obligation of maintaining its confidentiality and exclusivity.

- (2) The aforesaid documents and information shall be treated at the highest level, and their knowledge shall be exclusively limited to the persons in charge of their analysis.
- (3) The aforesaid documents and information shall be neither used nor transmitted to any third parties without the prior written consent of the concerned Party, nor shall it be used for the exclusive advantage of any of the Parties herein.
- (4) The provisions pertaining to confidentiality shall continue even after the termination of the MoU for a period of 6 months.

### **Relationship**

The Parties to this MoU are independent and the relationship between the Parties shall be on a principal to principal basis. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between one Party and the other Party's personnel.

### **Notice**

Any notice or other communication required to be given by one party to the other shall be in writing and addressed to the address given above and shall be sent by registered post acknowledgment due/Courier or to the authorized E-Mail ID of the parties herein.

### **IP Ownership**

All intellectual property rights subsisting in or related to either of the party including but not limited to Trademarks, patents and other know-how and copyright, both registered and unregistered, owned, licensed to and/or otherwise used by parties to the agreement herein and all goodwill related thereto, shall remain at all times, the exclusive property of the respective parties herein and may not be modified, exploited, reproduced or used by other party except as expressly permitted in this Agreement or separately in writing by the duly authorised signatory.

### **Force Majeure**

Neither party shall be liable to the other for failure or delay in the performance of any of its obligations under this MoU for the time and to the extent such failure or delay is caused due to acts of God, natural disaster, fire, floods, explosions or earthquake, epidemic or quarantine restrictions, serious accidents, war, insurrection or riots, strikes, legal necessity or labour troubles, or any other cause beyond the affected party's reasonable control, provided that sufficient notice of such occurrence of force majeure is communicated to the other party.



### Publicity

All publications whether through print or any other media connected with the activities pertaining to this MoU will be done after review and express approval of the parties herein.

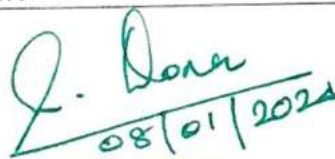

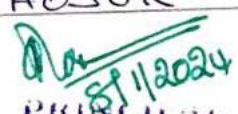
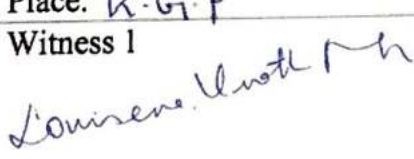

### Undertaking by RSRI and SCC

Both the parties undertake to work closely and cooperate in the implementation of this MoU

The authorized representatives, including the signatory related to this MoU acknowledge having read and understood the MoU and agree to be bound by its terms and conditions.

### Memorandum of Understanding between St. Joseph's College of Arts & Science for Women, Hosur and Sri Bhagawan Mahaveer Jain First Grade College, KGF

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed this Agreement in two original copies in English at the place and on the date(s) indicated below:

 08/01/2024 SECRETARY ST. JOSEPH'S COLLEGE OF ARTS & SCIENCE 'SIPCOT' HOSUR-635126 <b>Secretary, St. Joseph's College of Arts &amp; Science for Women, Hosur</b>	 PRINCIPAL SRI BHAGWAN MAHAVEER JAIN FIRST GRADE COLLEGE Principal, SBMJFCC, KGF Geetha Roan, Robertsonpet, K.G.F-563 123
Date: 08. 01. 2024	Date: 08. 01. 2024
Place: HOSUR	Place: K.G.F
Witness 1  08/11/2024 PRINCIPAL ST. JOSEPH'S COLLEGE OF ARTS & SCIENCE FOR WOMEN, Mookandapalli- Sipcot, HOSUR 635126, Krishnagiri - Dist.	Witness 1  Louisene. Unoth Mh.
	Witness 2 