



தமிழ்நாடு தமில்நாடு TAMIL NADU Rs.20/- 28AC 240011

Dt: 24/01/2024, St. Joseph's College of Arts
& Science, Hosur

S.N. Bhagyanamma
STAMP VENDOR, HOSUR
L.No 1891/G1/2000

MEMORANDUM OF UNDERSTANDING (MoU)
Between



ST. JOSEPH'S COLLEGE OF ARTS AND SCIENCE FOR WOMEN, HOSUR
And



CALMSCIOUS THERAPY

This Memorandum of Understanding (MOU) is entered into on 30th day of January 2024 between St. Joseph's Arts and Science College for Women, (hereinafter referred to as SJC) represented by its Secretary, Rev. Sr. Dr. Dona Grace Jeyaseely, as the first party and Calmscious Therapy (hereinafter referred to as "Calmscious") represented by Dr. Mehar Nithyan, Phd, Founder, Calmscious Therapy, as the second party.

D. Dona
30/01/2024

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PURPOSE

Whereas

- a) **St. Joseph's College of Arts and Science for Women, Hosur, Tamil Nadu** (hereinafter referred as "SJC") is a minority Christian college affiliated to Periyar University, Salem and managed by the FSPM Sisters, Coimbatore. We adhere to our motto "Knowledge Purifies and Charity Enhances", and empower young women with knowledge, skills, holistic approach and enable them to face the present society. The college offers various UG, PG and Research programmes.
- b) **SJC** is desirous to associate with **Calmscious** on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both institutions.

Whereas

- a) **Calmscious Therapy** (hereinafter referred to as "Calmscious") is a Mental Wellness Centre whose founder, Dr. Mehar Nithyan, is a member of American Psychological Association, International Positive Psychological Association and International Applied Psychological Association.
- b) **Calmscious Therapy** (hereinafter referred to as "Calmscious") is desirous to associate with **SJC** 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.

THEREFORE, THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

1. OBJECTIVE:

The parties agree that the objective of the present MoU is to establish a collaborative relationship between St. Joseph's Arts and Science College for Women and Calmscious Therapy to provide mental health services to the college community.

2. METHOD FOR ACHIEVING THE OBJECTIVES:

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:

Whereas, SJC and Calmscious recognize that the collaboration would be of mutual benefit.

- a) **Calmscious** would provide qualified and licensed mental health professionals for counselling sessions and workshops.





- b) Develop and deliver customized mental health programs to address the specific needs of the college community.
- c) Maintain confidentiality and adhere to ethical standards in all interactions with clients.
- d) **St. Joseph's College of Arts and Science for Women, Hosur** would allocate appropriate spaces for counselling sessions and workshops, ensuring privacy and comfort.
- e) Collaborate with Calmsconscious in promoting mental health awareness through campus-wide communications and events.
- f) Facilitate access for Calmsconscious staff to engage with students, faculty, and staff.

4. FUNDING:

Expenses for airfare, transportation, room and board and personal expenses the members shall be covered by each individual. Students will register for courses or professional practices at their home institution, so that they can be recognized afterwards.

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 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. RIGHTS AND DUTIES:

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.

7. AUTONOMY:

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

8. TERM:

a). This MOU shall be effective for a period of five (5) years from the date of execution of this agreement unless a written notice to terminate or amend these agreements 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 one month's prior notice to the other in writing.

9. 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

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persons delegated to such end by each Institution. Either party may propose to the other modification of the Agreement at any time in writing.

10. 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) Administrative and organizational conditions of the plan;
 - ii) Duration of the protocol;
 - iii) Differences between the parties;
 - iv) Development of the collaboration project;
 - v) Project and/or program to be carried out;
 - vi) Financial budget;
 - vii) Programme-specific action plans and reports

11. CONFIDENTIALITY:

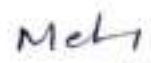
- a) Each of the parties accepts and declares that every information from the other party is of a confidential nature, is the exclusive property of the latter and has been or will be disclosed to the former solely with the purpose of enabling the full accomplishment of the present Agreement. For this 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.

12. 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.

Designated Representatives


Rev. Sr. Dr. Dona Grace Jeyaseely
Secretary
St. Joseph's College of Arts and Science for
Women, Hosur.


Dr. Mehar Nithyan, Phd
Founder
Calmscious Therapy
Mental Health Centre

Witness


Dr. J. Caroline Rose
Principal
St. Joseph's College of Arts and
Science for Women, Hosur.

CALMSCIOUS
Calm & Conscious Journey
117/9, G. ... Ragavendra Nagar
Yerikkarai Road, Reddiyur
Salem - 636 004