

MEMORANDUM OF UNDERSTANDING BETWEEN



ST. MARY'S COLLEGE (AUTONOMOUS)

AND



**“ANUGRAHA”, (Capuchin Institute for Counseling,
Psychotherapy and Research), Nochiodaipatti Post,
Dindigul**

19.6.2014

5456

**TERMS OF REFERENCE
FOR
ST. MARY'S COLLEGE (AUTONOMOUS)**

**“ANUGRAHA”
(Capuchin Institute for Counseling, Psychotherapy and Research)**

PREAMBLE

This understanding is the outcome of the objectives arrived in the strategic plan envisaged by St. Mary's College (Autonomous), Thoothukudi. A lot of efforts have been taken to sign this Memorandum of understanding for the mutual benefit of “Anugraha” and the St. Mary's College.

PURPOSE

The Purpose of this Memorandum of Understanding (MOU) is:

- ❖ To establish and further academic exchange mutually beneficial relationships between St. Mary's College (Autonomous), Thoothukudi and Anugraha in the fields of Psychology and Psychotherapy:
- ❖ To promote cooperation and the advancement of academic and educational exchanges between St. Mary's College (Autonomous), Thoothukudi & Anugraha.
- ❖ To be connected with wider world of counseling
- ❖ To promote academic resources and interactions
- ❖ To gain an academic standard for our courses
- ❖ To have mutual support from institutions with similar goals.

Major Objectivities

Both institutions agree to enhance cooperation in the fields of Psychology and Psychotherapy.

Within the field of psychology and psychotherapy, the following general forms of cooperation will be pursued:

- ❖ Mutual; recognition of the existence of the other institution and mutually endorse the expertise of each other
- ❖ Sharing of teaching personnel
- ❖ Academic visits
- ❖ Joint teaching programmes, research activities and publications
- ❖ Participation in seminars and academic meetings and

- ❖ Exchange of academic materials and other information

The Principles

Both the Institutions will abide by the following principles:

- ❖ The Purpose of this memorandum of Understanding is only to express the intentions of these two institutions and is not intended to be legally binding on either institutions
- ❖ This Memorandum of Understanding imposes no financial obligations on either institution
- ❖ Each institution will carry out its separate activities in a coordinated and mutually beneficial manner
- ❖ Each institution shall designate a liaison person to develop and coordinate the specific activities agreed upon
- ❖ This memorandum shall remain in effect till termination by either institution upon 60 days notice to the other institution
- ❖ The representatives of the Institutions can meet as and when necessary to review progress in the implementation of the agreed arrangement, define new areas and programmes of cooperation as well as discuss matters related to the MOU.

This MOU shall be valid for a period of five years from 19th June 2014 and can be renewed for a further period of 5 years on mutual consent.

For and on behalf of
"Anugraha" (Capuchin Institute for Counseling,
Psychotherapy and Research), Dindigul

Wilson

Sundar Wilson
The Director
Anugraha, Dindigul

For and on behalf of St. Mary's
College (Autonomous)
Thoothukudi

Roseline

Dr. Sr. S. Alphonse Roselin Mary
Principal
St. Mary's College (Autonomous)
Thoothukudi

Signed on the 19th day of June 2014 in the presence of

For Anugraha Institute
Dindigul

For, St. Mary's College (Autonomous)
Thoothukudi

Witness

1.

[Signature]

2.

A. H.

Witness

1.

Luisa Rose

2.

Memorandum of Understanding Between
St. Mary's College, Thoothukudi
and
Anugraha

For Cooperation in the Fields of Psychology and Psychotherapy.
By signing this page, both institutions agree to ensure compliance with applicable policies, and instructions that will ensure the continued collaboration of both the institutions.

St. Mary's College, Thoothukudi
The Principal

Name: Dr. S. ALPHONSE ROSELINE MARY

Date: 19.06.2014

Signature: Roseline

Telephone Number: 9442226322 E-Mail Address:
roseb03m@gmail.com

Liaison Person

Printed Name: _____ Date: _____

Signature: _____

Telephone Number: _____ E-Mail Address: _____

Anugraha

The Director
Name: Sundar Wilson
Date: 19 June 2014.

Signature: Wilson

Telephone Number: (0451)2550100 E-Mail <wilsoncap@yahoo.com>
Address: Anugraha, Nochiodaipatti Post, Dindigul – 624 003, Tamilnadu, India.

Liaison Person

Printed Name: Lawernce Soosai
Date: 19 June 2014.

Signature: _____

Telephone Number: (0451)2550100 E-Mail: <lalacaps@yahoo.com>
Address: Anugraha, Nochiodaipatti Post, Dindigul – 624 003, Tamilnadu, India.

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

**CONFEDERATION OF INDIAN INDUSTRY
AND
St. Mary's College, Thoothukudi**

Agreed and executed on this 14 October 2022,

Confederation Of Indian Industry ("CII"), a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "CII"), represented by its authorised signatory **Mr Prem Paul, Chair, YUVA, Yi Thoothukudi Chapter**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

And

St. Mary's college having its Head Office at **Thoothukudi** (hereinafter referred to as "**St. Mary's College**") represented by its authorised signatory **Dr Sr A S J Lucia Rose, Principal**, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

Hereinafter individually referred to as CII or **St. Mary's College, Thoothukudi**, as it may be, and collectively referred to as the Parties.

WHEREAS:

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness, and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 4000 direct members in 57 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

WHEREAS:

St. Mary's College, a prestigious institution of higher education for women, enjoys a heritage of 74 years as a Catholic minority institution. Founded in 1948, St. Mary's College functions under the society of the Congregation of Mother of Sorrows Servants of Mary also known as Servites. As a Catholic minority institution, the college is meant primarily for the higher education of Catholic girls in a Christian atmosphere. Other students, however, are admitted without distinction of caste or creed and their religious feeling are respected.

Affiliated to Manonmaniam Sundaranar University, the college offers Under graduate, Post graduate, M.Phil., and Ph.D. Courses. Besides the academics, the college aims at the integral development of its students, especially in spiritual, social and civic values.

NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER**ARTICLE I: Purpose and Objectives**

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- i) The role of the institution would be to enroll All students or minimum of 250 students at the beginning of the year and increase the same substantially through the years.
- ii) Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)
- iii) Both the Parties are desirous of promoting mutual cooperation and wish to expand the basis for friendly and cooperative educational and academic collaborations by way of this MOU.
- iv) Both the Parties understand and acknowledge that this MOU is a pre-requisite for further collaboration and cooperation activities, academic partnerships etc.
- v) Any other activities considered by both Parties to be potentially beneficial.

ARTICLE II: Financials

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case to case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

ARTICLE III: Coordination Between Facilitators

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

ARTICLE IV: Intellectual Property Rights

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions researches and any outcomes resulting from joint activities undertaken under this MOU.

ARTICLE V: Confidentiality

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as '**Disclosing Party**' and

- ii) either of the Parties, receiving such information shall be referred to as '**Recipient Party**'.

The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- i) is publicly available,
- ii) obtained by the other party from third parties without restrictions on disclosure,
- iii) independently developed by the other party without reference to confidential information, or
- iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

ARTICLE VI: Indemnity

The **St. Mary's College, Thoothukudi** agrees to indemnify and hold harmless CII, its officers, employees and agents from all claims, liabilities and losses to the extent based on gross negligent acts or gross negligent omissions of the **St. Mary's College, Thoothukudi**, its officers, employees, and agents in the performance of this Agreement.

ARTICLE VII: Force Majeure

If performance of this MoU or any obligation under this MoU is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligation of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrences, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or a pandemic. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed with the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARTICLE VIII: Governing Law, Jurisdiction & Arbitration

- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including amendments. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.
- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

ARTICLE IX: Miscellaneous

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
 - ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of Three (03) year from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
 - iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavours to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavour(s) which has been initiated under this MOU.
 - iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.
 - v) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
 - vi) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.
- IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.



Mr Prem Paul
Chair YUVA
Yi Thoothukudi Chapter


14/10/2022

Dr Sr A S J Lucia Rose
Principal
St. Mary's College



Mr Regin Jude Cline
Executive Member
Yi Thoothukudi Chapter