# MEMORANDUM OF UNDERSTANDING BETWEEN JSS Law College, Autonomous, Mysuru AND

# Spoorthy Performance solutions, Mysore

This Agreement made and entered into on this 16 day of June, 2016 between JSS Law College, Autonomous, Mysuru (hereinafter called JSSLC) situated at Kuvempunagar, Mysuru-570023, an Autonomous Law College under the JSS Mahavidyapeetha and **Spoorthy Performance solutions**, **Mysore** (hereinafter called SPS) situated at 339, Shatnhimarga, Siddarthanagra, Mysuru 570011.

# 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a) To promote interaction between JSSLC and SPS .in mutually beneficial areas.
- b) To provide a formal basis for initiating interaction between JSSLC and SPS
- c) To conduct Training, Training of Trainer (ToT), workshops, Seminars and symposiums and other programs jointly on various topics of Law.

# 2. PROPOSED MODES OF COLLABORATION

JSSLC and SPS propose to collaborate through

- a) JSSLC and SPS will provide capacity Building support to the faculties and students in the areas of new facilitation skills and learning methodology.
- b) JSSLC and SPS may conduct research activities, conferences, seminars, symposium, workshop etc.

# 3. FORMS OF PROGRAMS

The form of any of the said programs (hereinafter referred to as "Program") will be subject to mutual agreement into by the parties but may also include the following:

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- a) In their own existing facilities— The conduct of programs individually by each party or concurrently by both in mixed groups at their own facilities with regular exchanges of results.
- b) **Publishing book and bulletins** The performance of publishing by the technical personnel of both parties working together in the facilities of one party or in mixed groups at the facilities supported/sponsored by either party.
- c) Third Party The performance of research by the parties together with one or more third parties.

# 4. FINANCIAL DETAILS

The cost for conducting any Training, ToT, seminars and programs shall be decided from time to time based on the budget involved.

### 5. CONFIDENTIALITY

- a) During and for a period of ten years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by disclosing party.
- b) The obligations shall not extend to any confidential information for which the receiving party can prove that this information:
  - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - Is already known to the receiving party.
  - Is received from a third party having no obligations of confidentiality to the disclosing party.

# 6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into particular research agreement, the participants may

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agree to limit each party's right to collaborate with others on that subject.

# 7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire ten years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligation of the participants under any research Agreement, confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

### 8. RELATIONSHIP:

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

# 9. ASSIGNMENT

It is understood by the parties herein this MOU is based on the professional competence and expertise of each party and hence neither party shall transfer or assign this agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

# **10.COSTS OF THE MOU**

No cost is involved in this MOU.

# 11. FACULTIES INCHARGE:

Jagadish A.T, Assistant Professor from JSSLC and Dr.Kumar. RN, Director, from SPS shall be in-charge to carryout objectives of this MOU.

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# 12.SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal activity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

JSSLC, Autonomous

Mysuru

Name: Prof.K.S.Suresh

Title: Principal

PRINCIPAL JSS Law College - Aut

Mysuru-570 023 Date: 16th June 2016 On behalf of

SPS

Mysuru

Name: Or. Kumar, RN

Title: Director (operation), SPS

Witness:

1. Jagodel A.T.

Assistant Professis, Jesec, Myshou.

2. Madhe Kuran Rn

Computer Science Faculty Madhen.

J.S.S. Law Golfer, Mysice