

**Academia- Industry partnered FDPs,  
MDPs and Consultancy Programs**

**MEMORANDUM OF  
UNDERSTANDING(MOU)**

**BETWEEN**

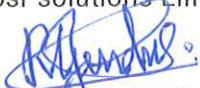
**JSS College of Arts, Commerce and Science  
(Autonomous), Ooty Road, Mysuru**

**&**

**ipsr solutions limited**

  
PRINCIPAL  
JSS College of Arts, Commerce & Science  
(Autonomous)  
Ooty Road, MYSURU-25

For ipsr solutions Limited

  
Managing Director



## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 01<sup>st</sup> day of March Two Thousand Twenty Three(01-03-2023),

### BETWEEN

**JSS College of Arts, Commerce and Science (Autonomous), Ooty Road, 1st Cross Rd, Gundurao Nagar, Chamundipuram, Mysuru, Karnataka 570025 India, the First Party** represented herein by its **Principal, Prof. M. P. Vijayendra Kumar** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

### AND


**ipsr solutions limited Merchant's Association Building, M.L. Road, Kottayam, Kerala 686001 the Second Party**, and represented herein by its **MD & CEO, Dr. Mendus Jacob**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

  
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**WHEREAS:**

- A) First Party is a Higher Educational Institution named:  
**(i)** JSS College of Arts, Commerce and Science (Autonomous)
- B) **ipsr solutions limited**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of - **Education, Information Technology and IT enabled Services**
- C) Both Parties, being legal entities in themselves, desire to sign this MOU for establishing a mutual understanding in conducting Faculty Development Programs (FDP), Management Development Programs (MDP) and Consultancy programs by the collaboration of both parties.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

- 1.2 The general terms of co-operation shall be governed by this MOU. The

  
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**(Autonomous)**  
**Ooty Road, MYSURU-25**



  
For ipsr solutions Limited  
Managing Director

Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 Both parties shall collaborate in conducting National level intercollegiate Online events such as Faculty Development Programs (FDP), Management Development Programs (MDP) and Consultancy programs. Both parties can associate with other institutions in conducting these types of programs.
- 2.2 Second party would be responsible for the Event Planning, Promotion, Hosting, Live Streaming, Operations, LMS platform and taking the Registrations (online form) from the participants. First party should support the second party in promoting the events through all possible means to get maximum registrations.
- 2.3 If any processing fee is being collected (as per annexure 1) from the participants for providing the LMS access and Certificate, it should be done through the first party's bank account.
- 2.4 First party should share the details of payment being received and the list of payers to the second party on time.
- 2.5 E-Certificate shall be issued to eligible participants through the LMS platform of the second party, with Logo and signature of associating institutions.
- 2.6 Event Expenditure and the revenue share shall be settled as per the conditions mentioned in annexure 1.

## CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

  
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## CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **ipsr solutions limited.**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Industry Partner** or **ipsr solutions limited.**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

## CLAUSE 5 CONFIDENTIALITY

- 5.1 Both Parties will keep confidential and not disclose the Confidential Information to any parties unless expressly permitted by the **First Party** and Second **Party**.

This shall not apply to:

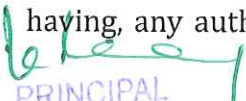
- I. Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- II. Confidential Information that is in possession of the Company prior to disclosure by the College; or
- III. Confidential Information that is received by the Company from an independent third party who has a right to disclose the relevant Confidential Information.

These terms shall not restrict the Company from making any disclosure of Confidential Information that is:

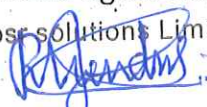
- I. required by law; or
- II. required by a governmental authority or regulatory body

## CLAUSE 6 RELATIONSHIP BETWEEN THE PARTIES

- 6.1 It is expressly agreed that **First Party** and Second **Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements

  
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of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

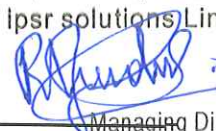
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District HeadQuarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Kottayam**.

**AGREED:**

For **JSS College of Arts, Commerce and Science**

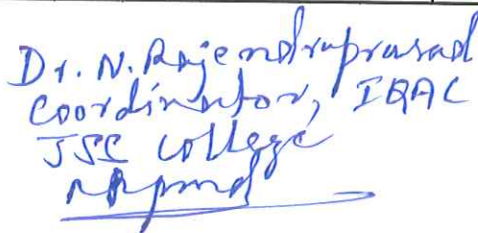
For **ipsr solutions limited**


  
 \_\_\_\_\_  
 PRINCIPAL  
 Authorized Signatory  
**JSS College of Arts, Commerce & Science**  
**(Autonomous)**

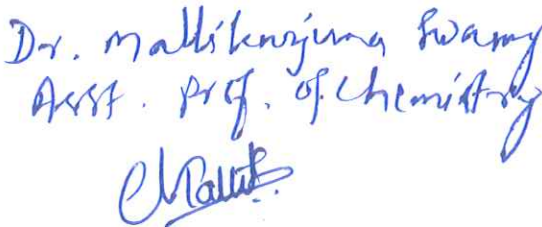

For ipsr solutions Limited  
  
 \_\_\_\_\_  
 Managing Director  
 Authorized Signatory



<b>JSS College of Arts, Commerce and Science (Autonomous)</b>	<b>ipsr solutions limited</b>
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jssautonomous@gmail.com	ceo@ipsrsolutions.com
www.jsscacs.edu.in	www.ipsrsolutions.com

Witness1:   
 Dr. N. Rajendraprasad  
 Coordinator, IBAC  
 JSS College  
 Mysuru

Witness2: 

Witness3:   
 Dr. Mallikarjuna Swamy  
 Asst. Prof. of Chemistry  


Witness4:

**Annexure 1**  
**Industry partnered FDPs, MDPs and Consultancy Programs**

Both parties enter into a decision that the participant's initial registration (or access to the first day's session) for these events will be free of cost and shall be done through an online form. Second party will provide the event joining link (Webex) or the Live Streaming link (Youtube) of the free sessions to these registered participants in email. There will be no limit in the number of registrations can be taken, however the maximum number of participants allowed on webex will be 900 to 950.

For providing the LMS access / Workshop access (paid sessions) and the provision to download the certificate, Processing Fee shall be collected from the interested participants. Processing fee for each event shall be decided based on the event during the planning of the event.

The Second party would bear all the operational and promotional expenses of this FDP - including Designing Charges, Organic and Paid Promotions, Email Marketing, Correspondence to participants, Webex Hosting, Recording & Editing, Youtube Live streaming and Editing, Remuneration for Resource Persons, LMS facility and Support etc. - through the processing fee being collected by the first party from participants. A team of around 10 to 15 professionals from the second party will be involved in these activities for almost 30 to 35 days.

Processing fee shall be collected through the consultancy account (if available) of the first party. As a collaborative effort, the first party should try to get maximum enrollments (with a target of total registration amount being received is not less than five lakhs) for each FDP/MDP, by inviting faculty members from other institutions and also through promotional activities through Social media pages, Website, Email communications, Print media etc.

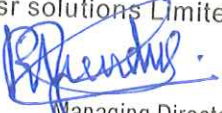
Other than the processing fee collected and transferred to the second party, there will be no additional financial commitment for the first party.

While the total registration amount received for an FDP / MDP exceeds five lakhs, 50% of the excess amount will be offered as scholarship amount to the first party, as a CSR activity of the second party. The second party may also exclude (or add to the scholarship amount) the processing fee collected from the staff members (up to 100 numbers) of the first party, and this will be decided during the planning of the event.

For **JSS College of Arts, Commerce and Science**

  
Authorized Signatory  
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For ipsr solutions Limited  
  
Managing Director  
Authorized Signatory

