



Since 1951

JAMAL MOHAMED COLLEGE (Autonomous)

COLLEGE WITH POTENTIAL FOR EXCELLENCE
Accredited (3rd Cycle) with 'A' Grade by NAAC
DBT Star College Scheme & DST - FIST Funded
(Affiliated to Bharathidasan University)

**No.7, RACE COURSE ROAD, KHAJANAGAR, TIRUCHIRAPPALLI - 620020.
TAMILNADU, INDIA.**

Website : www.jmc.eduEmail : principaljmc@ymail.com / princi@jmc.edu

POLICY FOR MEMORANDUM OF UNDERSTANDING (MOU)

The collaboration between two or more institutions has been named as Memorandum of Understanding

Preamble

The primary objectives of a Memorandum of Understanding (MoU) between two or more institutions is to create a means for cooperative efforts that positively contribute to academic and research activities of faculty, post-doctoral and doctoral fellows and students of all disciplines. A MoU is mutually beneficial to establish and promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.

The MoU can be chosen to be legally binding which is a general agreement between the participants that cover the broad understanding. The MOU can also be legally non-binding where participants may not be legally bound to comply with it but mere confirmation that participants will act on good faith in pursuit of the set targets.

Further, even in case of MoUs which are legally non-binding, participants may choose to have the obligations on confidentiality as binding since they may be sharing sensitive and confidential information with the other parties in order to enable them to carry out further investigations or due diligence before finalizing all the details of the set targets.





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Essentials for entering MoU

- i. MoU shall be on mutually acceptable terms to all the participants.
- ii. In case of MoU with individuals, the participant must be competent to enter into a contract.
- iii. MoU should clearly indicate the mutual benefits of the participants.
- iv. In case of financial and/ or legal binding clauses, MoU should be discussed with the relevant statutory bodies or competent authority of legal advisors of the institutions.
- v. For entering MoU with international bodies, guidelines of the Government of India should be strictly followed.
- vi. For undergoing MoU with government agencies, it is required to get approval of the competent authority for adopting their standard terms and conditions.
- vii. For renewal of MoU, a proposal containing detailed report of achievements of previous duration of the MoU, and justification for renewal should be approved by the competent authority.

The MoU can be broadly classified into following different types

- a. MoU with academic/research institutions (government as well as private)
- b. MoU with various Ministries/Departments of Government of India/State Governments
- c. MoU with industrial partners or individuals
- d. MoU with International bodies/Foreign Institutions





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Contents of MoU Document

A MoU should clearly state the following aspects

- Details of parties involved
- The contact details of all relevant parties
- The context of the agreement
- The duration of MoU
- The broad purpose of the agreement
- Expected mutual benefits
- Intellectual Property Rights involved, if any
- Arbitration Clause/Jurisdiction clause

Format for MoU

Article I - Introduction of Participants should specify the parties of MoU and details.

Article II - Objective should clearly state to mutual benefits of MoU.

Article III - Scope of Activities should be defined very clearly including the financial applications, if any.

Article IV - Area of Cooperation: Should be defined very clearly

Article V - Duration of MoU should be period of maximum 5 years and can be renewed after 5 years with mutual consent of the parties

Article VI - Competent Authority includes Head of Institution

Article VII – Force Majeure terms and conditions should be stated clearly





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Article VIII - Arbitration clause should be specified

Article IX - Signature of parties of MoU

The authorized signatory for Jamal Mohamed College will be our Secretary and Correspondent and the Single Point of Contact will be our Principal for all communication.

During the implementation period of MoU dispute arises between the parties, if any, will be settled mutually/amicably. Hence there will be no legal obligations.




**PRINCIPAL
JAMAL MOHAMED COLLEGE
(AUTONOMOUS)
TIRUCHIRAPPALLI-620 020.**