

MEMORANDUM OF UNDERSTANDING

FOR ACADEMIC COLLABORATION

between

**CENTRE FOR RESEARCH EXCELLENCE
JANSONS SCHOOL OF BUSINESS, COIMBATORE
And**

THE SOUTH ASIAN ASSOCIATION OF TRANSACTIONAL ANALYSTS

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made on the 03.04.2024

BETWEEN

**CENTRE FOR RESEARCH EXCELLENCE, JANSONS SCHOOL OF BUSINESS, an
Autonomous Educational Institution, whose Registered Office is at Karumathampatti,
Coimbatore - 641 659, India (hereinafter referred to as “CRE-JSB”) of the other part.**

AND

**THE SOUTH ASIAN ASSOCIATION OF TRANSACTIONAL ANALYSTS, having its
Registered Office at L 505, Purva Pluemont, Trichy Road, Singanallur,
Coimbatore - 641 005, Tamilnadu, India (hereinafter referred to as “SAATA”) the one part;**

**SAATA and CRE-JSB shall collectively be referred to as the “Parties” and individually as the
“Party”.**

WHEREAS: -

- A. SAATA is an international, non-profit, professional organisation founded by a group of Transactional Analysts engaged in applying their knowledge and skills for promoting global standards in Transactional Analysis practice, training, and certification.**

- B. **JANSONS FOUNDATION** is the registered owner of Jansons School of Business (“JSB”), a self-financing educational institution approved by All India Council for Technical Education and affiliated to Bharathiar University, Coimbatore, which offers world-class education in the area of management, research and development and consultancy services.
- C. The Parties wish to explore potential collaboration opportunities as further described below. Collaboration between the Parties may be carried out in any of the following activities:
- a. Customized Training in Transactional Analysis for faculty and students.
 - b. Collaborative Research in the Developmental Application of Transactional Analysis in educational and organizational fields
 - c. Joint organization of events like conferences, seminars, and workshops
 - d. Exchange of information and expertise in the area of Transactional Analysis
- D. To initiate any of the above activities, detailed plans will be undertaken within the overall framework of this MoU and defined in a separate Memorandum of Agreement (MoA) which, would be drawn up with the mutual consent of both Organisations.
- E. The Institutions agree to negotiate diligently and in good faith

NOW THEREFORE, the Parties agree to describe herein the mutual intent and understandings of the Parties in pursuit of the objectives for the Collaborations, as follows: -

1. DURATION

This MoU shall become effective as of the Effective Date and shall continue in effect until:

- (a) a period of five years from the Effective Date; or
- (b) such time when any Party exercises its right under Paragraph 7 (Withdrawal), namely upon the expiry of fourteen (14) working days from the date of the written notice to withdraw from this MoU,

whichever is earlier; save for those obligations expressed herein to survive the termination and/or expiration of this MoU.

2. INTENTION OF THE PARTIES

Parties intend to discuss and enter into a legally binding agreement (“Definitive Agreement”), amongst others, for the following matters:

- (a) work together in good faith to examine and determine the feasibility of pursuing the collaboration for any intellectual property rights developed in the course of collaborative activities carried out under the terms of Article C above.

3. NON-BINDING OBLIGATIONS

- 3.1. This MoU is not intended to, and does not, constitute a legally binding obligation.
- 3.2. The parties shall mutually negotiate the terms and conditions for each event/project and enter into separate financial or other arrangements or any agreement.
- 3.3. Notwithstanding the above, it is expressly understood that the terms and conditions in Paragraphs 1 (Duration), 3 (Non-Binding Obligations), 4 (Obtaining Approvals and Licenses), 5 (Agreement Principles), 6 (Confidentiality), 7 (Withdrawal), 8 (Integrity Undertaking) and 10 (General Provisions) of this MoU constitute a legally binding obligation, duties and/or agreement between the Parties and other provisions of this MoU are mutually non-binding.
- 3.3. It is unconditionally and irrevocably agreed that the intention of the Parties is not to make a concluded bargain at all in respect of the subject matter in discussion under this MoU and the intended Definitive Agreement, unless and until Parties sign and execute the Definitive Agreement.

4. OBTAINING APPROVALS AND LICENSES

The implementation by the Parties of this MoU and the discussion and negotiation of the terms of the Definitive Agreement is contingent upon obtaining and the continuance of approvals, consents, authorizations, licenses and permits from the appropriate governments, statutory and regulatory authorities, as well as the internal corporate approvals, as may be required or deemed to be necessary by the Parties and as may be satisfactory to them. The Parties shall use all reasonable efforts to obtain and to have continued in effect such approvals, consents, authorizations, licenses, permits and other requirements.

5. AGREEMENT PRINCIPLES

- 5.1. Without prejudice and subject always to Parties’ right as set out under Paragraph 7 (Withdrawal), the objective of the Parties is to discuss and produce the Definitive Agreement containing such terms and conditions governing the intended Project which are mutually agreeable to the Parties.

- 5.2. Each Party will be responsible for its own expenses during the discussions in connection with this MoU, and all discussions shall be done in good faith for the mutual benefit of both Parties involved. Any action taken in reliance on the understanding expressed in this MoU shall be at the Parties' own risk.

6. CONFIDENTIALITY

- 6.1. The Parties agree to treat all information, documents and personal data (if any) provided under this MoU as confidential and to maintain the secrecy of the said information without divulging it to any unauthorized third party and not to use the said information for any other purposes as mentioned in this MoU.
- 6.2. If both Parties had executed any Non-Disclosure Agreement ("NDA") in relation to the purposes or intentions mentioned in this MoU, the said NDA will bind the confidentiality obligations of the Parties.

7. WITHDRAWAL

Notwithstanding the generality of the provisions stipulated in this MoU, any Party may withdraw from this MoU at any time by giving fourteen (14) working days' written notice to the other Party without assigning any reasons.

8. INTEGRITY UNDERTAKING

Each Party acknowledges and agrees on the importance of integrity, honesty and respect. This means avoiding practices of bribery and corruption of all forms in the Party's daily operations. In recognition thereof, each Party represents, warrants and undertakes with each other as at the Effective Date herein, it has not violated and thereafter it will not violate any applicable anti-bribery and anti-corruption laws in force in the jurisdiction where either Party is domiciled and/or operate ("Anti-Bribery Laws"). The Parties agree that the non-violating Party shall have the right to take the necessary action(s) permitted under the law or equity should it becoming aware of a breach of this representation, warranties and undertakings, or violation of the Anti-Bribery Laws by the other Party.

9. FURTHER UNDERTAKINGS

Without prejudice to Parties' right as set out under Paragraph 7 (Withdrawal), and subject always to Paragraphs 1 (Duration) and 7 (Withdrawal), each Party hereby covenants and undertakes to perform their respective obligations and to act at all times in good faith in implementing this MoU.

10. GENERAL PROVISIONS

DISPUTE RESOLUTION

Any difference or dispute between the Parties concerning the interpretation and/or implementation of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties.

For **CRE-JSB:**

Address: The Director, **Jansons School of Business**, Karumathampatti,
Coimbatore - 641 659, Tamilnadu, India

Attention: **Dr A G V Narayanan**, Director
Jansons School of Business

Email Address: director@jsb.ac.in

For **SAATA:**

Address: The Trustee, The South Asian Association of Transactional
Analysis, L 505, Purva Pluemont, Trichy Road, Singanallur,
Coimbatore - 641 005, Tamilnadu, India

Attention: **Mr. I. A. Mohanraj**, Trustee,
SAATA

Email Address: Mohanrajia68@gmail.com

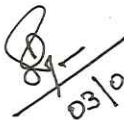
IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be duly executed on
the day and year first above mentioned.

For and on behalf of

**CENTRE FOR RESEARCH EXCELLENCE
JANSONS SCHOOL OF BUSINESS**
Coimbatore, India

For and on behalf of

**THE SOUTH ASIAN ASSOCIATION OF
TRANSACTIONAL ANALYSTS**
Coimbatore, India




03/04/24

Director

Jansons School of Business

Trustee



The South Asian Association of Transactional
Analysts

in the presence of



Dr J J Savithri

Professor, Head - Centre for Research Excellence, JSB