



കേരളം കേരल KERALA

DN 475388

MEMORANDUM OF UNDERSTANDING

Between



SreeSankaraVidyapeetom College

(Affiliated to MG University)

Valayanchirangara, Perumbavoor, Ernakulam Kerala
Email: ssvidyapeetom@gmail.com, Ph.No.0484 - 2657338

And



St.Peters College

(Affiliated to MG University)

Kolenchery, Ernakulam , Kerala

Email: stpetercollege@gmail.com, Ph: No. 0484- 2760238



NO. 18575 Ks 100/- 26/8/22

The Principal SSV College

V.R. Beena, Stamp Vendor, Perumbavoor

Valayanchirangara





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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MoU') is entered in to on this the **26th day of August Two Thousand and Twenty-Two (26/08/2022)** by and between **SreeSankaraVidyapeetom College, Valayanchirangara, Perumbavoor** and **Dr. Sheena Kaimal N., Principal, SreeSankaraVidhyapeetom College** (herein after refereed as First Party)

AND

St. Peters College, Kolenchery, Ernakulam, Kerala and **Dr. Shaju Varghese, Principal, St. Peters Colledge, Kolenchery** (herein after refereed as Second Party)

FOR

Collaboration/Linkage Programmes

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

WHEREAS:

First Party is a Higher Educational Institution named: **SreeSankaraVidyapeetom College, Valayanchirangara, Perumbavoor**. The Parties intend to cooperate and focus their efforts for Collaboration in the case of research works/seminars and Linkage Programmes for exchange of faculty/students. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.



NO. 18574 KS 100/- 26/8/22

The Principal SSV College

V.R. Beena, Stamp Vender, Perumbavoor



Valayanchirangara

St.Peters College, Kolenchery, Ernakulam, Kerala, the Second Party, is a higher educational institution intends cooperate with Collaboration in the case of research works/seminars and Linkage Programmes in the case of exchange of faculty/ students. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: SCOPE OF THE MoU

The budding graduates from the first party could play a key role through Knowledge up-gradation, skill enhancement, innovation in the competitive environs of relevant industries. Both parties believe that close co-operation between the two would be of major benefit to the student and faculty community to enhance their skills and knowledge.

Collaboration/Linkage Programmes: First and second parties will mutually do the collaborative works for conducting seminars/ doing research, Linkage Programmes for exchange of faculty or students.

Skill Development Programmes: First and second parties will mutually do exchange of ideas, information and material (print and digital form) that disseminate knowledge and critical skills.

Approvals: Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

Financial Commitment: The agreement doesn't involve any financial commitment other than a consultation fee specified in the work order, to be paid by the first party to the second party. Any act/event which involves finance, need to be worked out mutually prior to it. Both parties need to reach a signed agreement regarding financial involvement, if at all, any, clearly stating their committed amount involved.

Confidentiality of Information and data: The information and data shared between the First and Second Parties will be kept confidential by both parties and will not be disclosed to any third party, partially or totally, without written consent of the parties concerned.

CLAUSE 2: VALIDITY

This Agreement will be valid for **a period of one year** from the date of initiation. It can also be expressly terminated by either Party on mutually agreed terms, during which period, the



First and the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the First or Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation.

The agreement is subjected to renewal from time to time based on the deliberation made on account of expiry of the contract.

CLAUSE 3: COOPERATION

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.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the student and faculty of First Party providing significant inputs to them in developing student and faculty attitudes and aptitudes so as to direct them to the unfolding opportunities in different fields.

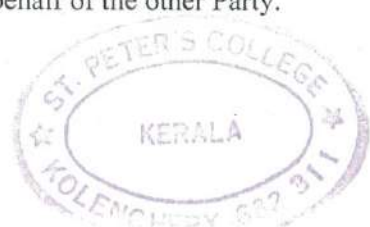
The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents as may be required to give effect to the actions contemplated in terms of this MOU. This 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 4: INTELLECTUAL PROPERTY

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, copy rights and designs) of the other Party.

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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 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 Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kerala.

AGREED:

Spk
26.08.22
Dr. Sheena Kaimal N
SreeSankara Vidyapeetom College
Valanchirangara, Perumbavoor, Ernakulam
Authorized Signatory

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Dr. Shaju Varghese
26/8/22
Dr. Shaju Varghese
St. Peter's College
Kolenchery, Ernakulam

Dr. SHAJU VARGHESE
PRINCIPAL (I/c)
ST. PETER'S COLLEGE, KOLENCHERY
PEN-467230

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Witness 1: *Dr. K. P. Jose, Associate Professor & HOD*
Dept. of Mathematics, St-Peter's College, Kolencho

Witness 2: *JEBIN JACOB, Assistant professor, & HOD*
Dept. of Mathematics, S.S.V. College, valanchirangara.