

असम ASSAM

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## MEMORANDUM OF UNDERSTANDING (MoU)

Between


St. Albert's College (Autonomous), Ernakulam, Kerala, India.

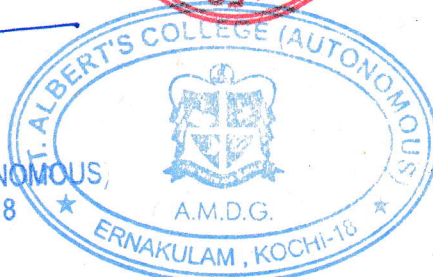
And

Food Safety Solutions International, Cochin, Kerala, India

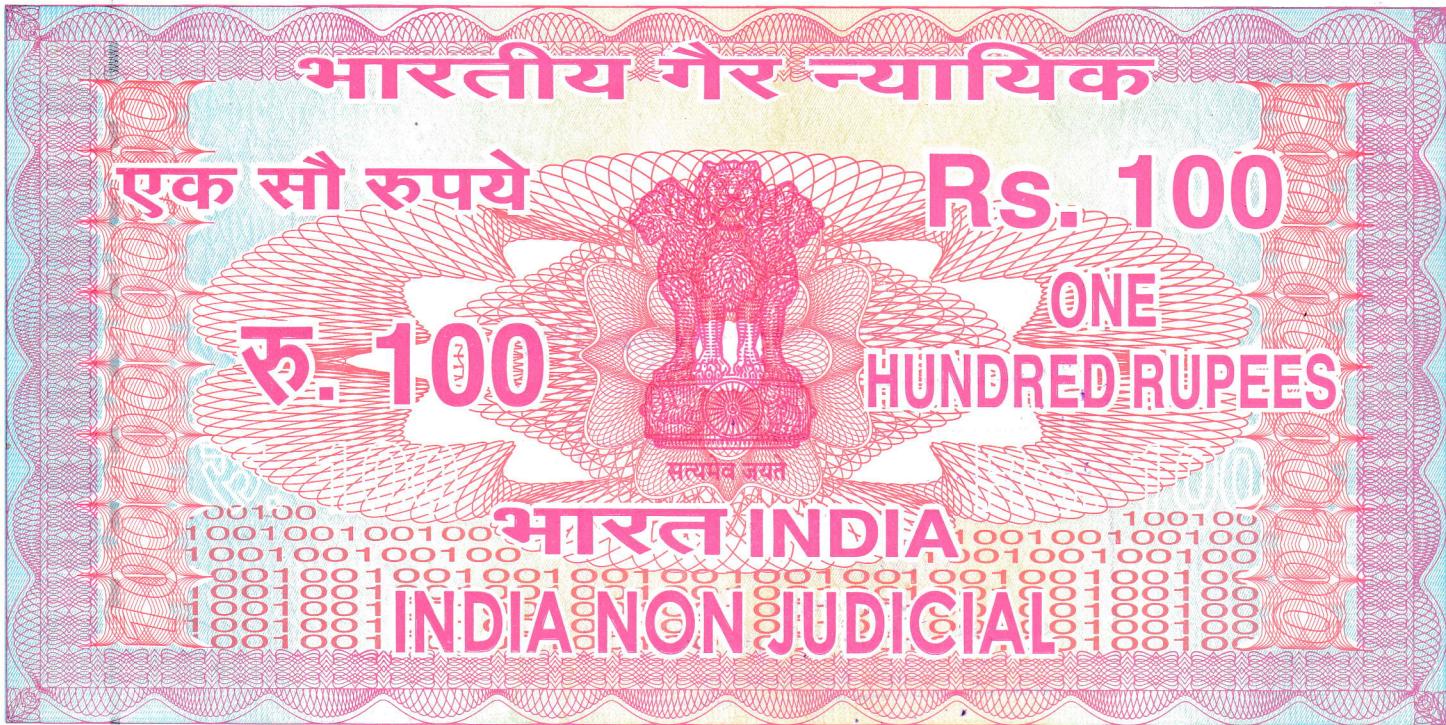
This Memorandum of Understanding (MoU) is signed on the 07<sup>th</sup> day of October 2019, between St. Albert's College (Autonomous), Ernakulam, Kerala, India represented by its Chairman, Fr. Antony Arackal (hereinafter referred to as "ALBERTS") as the **first party** and Food Safety Solutions International, Cochin, Kerala, India represented by its Managing Director, Dr. N. Anandavally (hereinafter referred to as "FSSI") as the **second party** (who for the purpose of this MoU are hereinafter collectively referred to as the parties).



  
Fr. ANTONY ARACKAL  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS),  
ERNAKULAM, KOCHI - 18



  
Dr. N. ANANDAVALLY  
Managing Director  
Food Safety Solutions International  
M-10/32 Changampuzha Nagar, Kochi - 682033  
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**Whereas**

- ALBERTS is an autonomous college based in Ernakulam, Kerala offering 23 Bachelor's Programs, 12 Master's Programs and 7 Doctoral Program's.
- Department of Fisheries and Aquaculture of ALBERTS would be taking a lead in this MoU representing ALBERTS
- ALBERTS is desirous to associate with FSSI on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to all the organizations.

**Whereas**

- FSSI is a professional government accredited organization established in 1995 actively engaged in food safety application in a variety of Food Business Operations (FBOs), with competent & qualified experts with hands-on expertise in the Food Safety Management System (FSMS).
- FSSI is desirous to associate with ALBERTS on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to both the organizations.



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**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES  
AS FOLLOWS**

**1. OBJECTIVE:**

The parties agree that the objective of the present MoU is to establish a cooperation program in order to collaborate towards the formation of students, consulting, training, internships and research for the promotion and development of their respective areas of interest.

**2. METHOD FOR ACHIEVING THE OBJECTIVES:**

In order to achieve the aforementioned objectives, both parties, in mutual agreement, shall develop cooperation programs and projects that will specify the commitments each of them is to make for the performance of said programs.

**3. AREAS OF COLLABORATION**

- a. Faculty/Researchers/Students of ALBERTS and FSSI can collaborate in future research projects that either involve working cooperatively with partner institutions and/or cover a research topic with an international component. Activities include, but are not limited to, efforts toward developing proposals for collaborative research, co-authoring publication, conducting joint research projects, or establishing joint research centers etc.
- b. Both the parties agree to hold/conduct, whenever feasible, events, Joint workshops, conferences, training programs within the areas of mutual interest with prior permission of Chairman of ALBERTS and Managing Director of FSSI.
- c. FSSI may provide training to the Faculty/Researchers/Students of ALBERTS or participants of programs organized by ALBERTS in "Food Hygiene"; "Risk Assessment", "HACCP/HARPC"; "ISO:22000 18 Version & its documentation in Food Industries"; "ISO:17025 17 Version for Laboratories"; and "ISO:17025 17 Version for Education Institutions" and any new versions from time to time, with prior permission of Chairman of ALBERTS and Managing Director of FSSI.
- d. Both the parties agree to hold/conduct, whenever feasible, lectures, workshops, seminars, research conferences and similar events as mutually



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decided by the Chairman of ALBERTS and Managing Director of FSSI in areas of mutual interest for the benefit of students, Institutes, Corporate sectors and society at large.


- e. FSSI may support ALBERTS in setting up a food business and a testing lab (Implemented & Accredited under NABL-ISO 17025) for food and drug complying with the regulatory requirements and may provide certifications in FSMS, GMP's, Hygiene, British Retail Consortium, Standard Quality Forum etc., to the Faculty/Researchers/Students of ALBERTS or participants of programs organized by ALBERTS with prior permission of Chairman of ALBERTS and Managing Director of FSSI.
- f. FSSI may provide training in internal audit and lead auditor course based on ISO:19011 (for both compliance audits and regulatory audits) to the Faculty/Researchers and Students with exposure to food industry from ALBERTS or participants of programs organized by ALBERTS with prior permission of Chairman of ALBERTS and Managing Director of FSSI.
- g. FSSI may support ALBERTS to develop syllabi for all the food related courses being offered in ALBERTS
- h. Cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests; sharing best practices adopted by each parties; sharing of e-content between the parties; access to library and repository services, if possible

#### **4. GENERAL PROVISIONS**

- i. Activities arising out of this MoU shall be outlined in subsequent supplemental agreements for validity

#### **5. NO EMPLOYMENT RELATIONSHIP:**

- j. The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labor nature between them. Thus, in all activities stemming from the present MoU and from subsequent specific action plans, the parties are in the understanding that, in all cases, employment relationships shall remain in force between the employing institution and its respective personnel.

  
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CHAIRMAN  
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## 6. COSTS

- k. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MOU. Where possible and appropriate, the Parties may also seek funding for collaborations from any research organisation funding.
- l. Where applicable, the fee for services from FSSI to ALBERTS and vice-versa will be as agreed with the approvals of the signatory authorities.

## 7. RECORD RETENTION

- m. All records must be retained for one year from completion of the program and must be available for review for two years for audit, taxation and other purposes. This requirement also applies to reports and student information.

## 8. AUTONOMY:

- n. This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions unless and until agreed by the Chairman of ALBERTS and Managing Director of FSSI in subsequent supplemental agreement.

## 9. TERM:

- o. This MOU shall be effective for a period of five (5) years from the date of execution of this agreement, and shall be automatically renewed thereafter for another five (5) years unless a written notice to terminate or amend this agreement is given to the other party six (6) months in advance.
- p. It is expressly agreed that neither party shall be liable for damages that they might cause each other as a result of a forceful suspension of a collaboration program. Causes for forceful suspension must be explicitly set forth in the action plans.

## 10. CONFIDENTIALITY

- q. Each of the parties accepts and declares that every information from the other party is of a confidential nature, is the exclusive property of the latter and has been or will be disclosed to the former solely with the purpose of enabling the full accomplishment of the present Agreement. For this reason, every piece of

  
P. ANTONY ARACKAL  
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information provided by one party to the other before signing this Agreement and/or during its performance must be kept confidential and therefore may not be disclosed to any third parties.

- r. The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other party

#### **11. CONFLICT RESOLUTION:**

- s. Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and common agreement by the persons delegated to such end by each university. Either party may propose to the other a modification of the Agreement at any time.

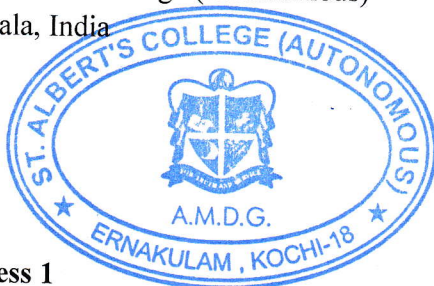
#### **12. AMENDMENTS:**

- t. The parties may amend or amplify this Agreement through agreements in writing to that effect. Said amendments or additions will be binding on the signatories as of the date of their signature. The parties may not assign, in whole or in part, the performance of the present MoU to any third party, except through prior and express authorization in writing by both of them.


And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.



Fr. Antony Arackal  
Chairman  
St. Albert's College (Autonomous)  
Kerala, India



Witness 1



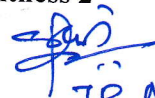
**DR. AJITH THOMAS JOHN**  
Head of the Department  
Research Department of  
Fisheries & Aquaculture  
St. Albert's College (Autonomous)  
Ernakulam



Dr. N. Anandavally  
Managing Director,  
Food Safety Solutions International,  
Cochin, Kerala, India



Witness 2



**TR Ananthanarayana**  
General Manager  
Food Safety Solutions International  
Cochin.