

കേരളം KERALA

CL 165804

## MEMORANDUM OF UNDERSTANDING (MoU)


Between

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

And

MES Ponnani College, Malappuram, Kerala, India

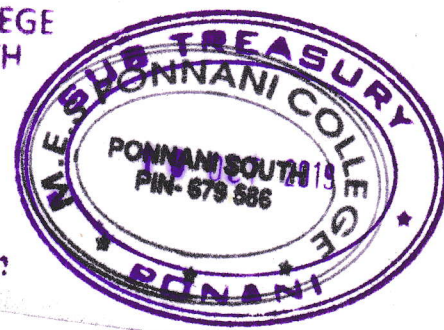
This Memorandum of Understanding (MoU) is signed on the 07<sup>th</sup> day of June 2019, between St. Albert's College (Autonomous), Ernakulam, India represented by its Chairman, Fr. Antony Arackal (hereinafter referred to as "ALBERTS") as the first party and MES Ponnani College, Malappuram, India represented by its Principal Capt. M.N Mohamed Koya (herein after referred to as "MES") as the second party (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

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

  
PRINCIPAL  
M.E.S PONNANI COLLEGE  
P.O PONNANI SOUTH  
PIN:679 586

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A.M.D.G.  
T.O. VENDOR LICENCE NO: B11-10901  
PONNANI

SARADHA PADMANABHAN  
T.O. VENDOR LICENCE NO: B11-10901  
PONNANI





**Whereas**

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

**Whereas**

- d) MES is a college with 2(f) and 12(B) status of UGC and is affiliated to Calicut University offering 9 Bachelor's Program, 5 Master's Programs and 3 Doctoral Program's.
- e) Postgraduate Department of Aquaculture and Fishery microbiology of MES would be taking a lead in this MoU representing MES
- f) MES is desirous to associate with ALBERTS on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to all the organizations.

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

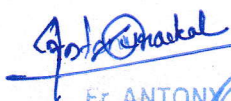
**1. OBJECTIVE:**


- a. 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, academics and researchers for the promotion and development of their respective areas of interest.

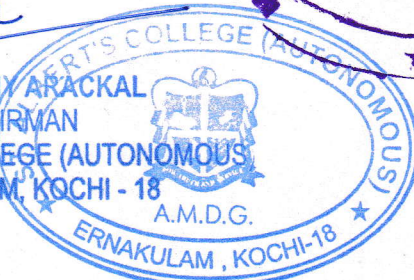
**2. METHOD FOR ACHIEVING THE OBJECTIVES:**

- b. 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. RESEARCH**

  
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- c. Faculty/Researchers/Students of ALBERTS and MES 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.
- d. 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 Principal of MES.
- e. Both the parties agree to hold/conduct, whenever feasible, lectures, workshops, seminars, research conferences and similar events as mutually decided by the Chairman of ALBERTS and Principal of MES in areas of mutual interest for the benefit of students, Institutes, Corporate sectors and society at large.

#### **4. EXCHANGES**

- f. Faculty members of ALBERTS and MES can travel between to participate in activities that can enhance their experience and knowledge and also to foster relations between the parties. Activities include, but are not limited to, delivering lectures, teaching a course, taking a sabbatical, acquiring skills for institutional governance, being an examiner, to be in the board of studies of the other party, attending FDP and developing collaborative research etc.
- g. Students can be given an opportunity to travel among parties to participate in activities/events that will enhance their experience and knowledge. Activities include, but are not limited to, attending a short term course, utilizing the laboratory and other facilities etc.


#### **5. OTHER AREAS OF COOPERTION**

- h. The parties can look at integrating an international/intercultural dimension into their teaching, research, and service functions of the university which would enable the students understanding on a global perspective.
- i. Cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests; sharing best practices

  
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j. Conduct cultural projects, study tours, as mutually agreed in writing between the parties prior to commencement of this activity:

k. 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.

1. 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.
- m. Where applicable, the fee for services from MES to ALBERTS and vice-versa will be as agreed with the approvals of the signatory authorities.

n. All records must be retained for two years 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.

o. This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.

p. 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

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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.

- q. 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.

#### **11. CONFIDENTIALITY**


- r. 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 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.
- s. 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


#### **12. CONFLICT RESOLUTION:**

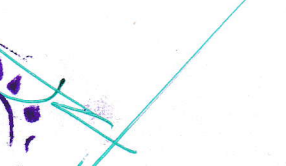
- t. Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and common agreement by the persons delegated to such end by each university. Either party may propose to the other a modification of the Agreement at any time.

#### **13. AMENDMENTS:**

- u. 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.

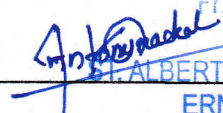
  
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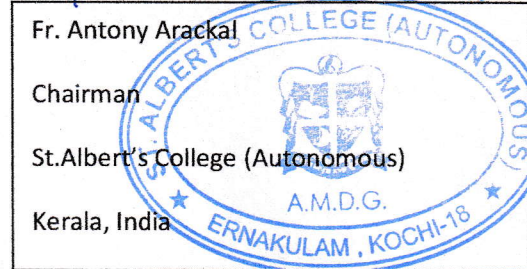
  
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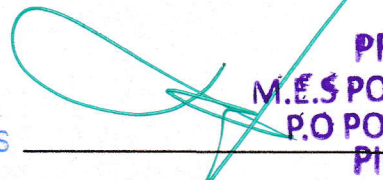
  
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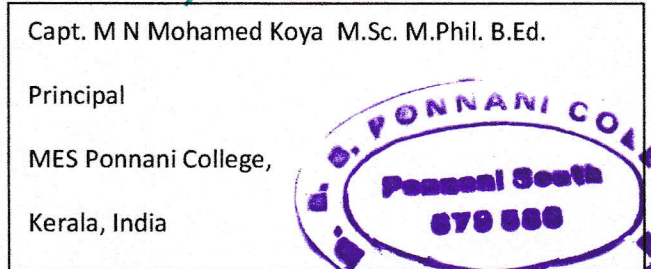


And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.


  
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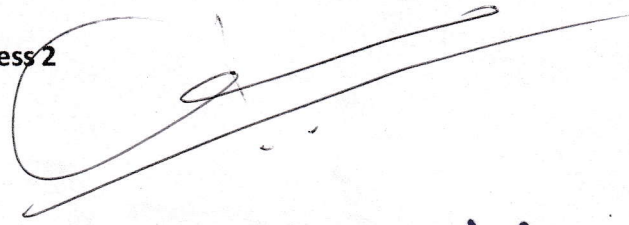
  
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Witness 1

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

Witness 2

  
ASST. PROF. ZUBAIR .A.A  
VICE PRINCIPAL  
MES PONNANI COLLEGE  
MALAPPURAM