

കേരളം KERALA

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MEMORANDUM OF UNDERSTANDING (MoU)

Between

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

And

Fusion Shipping Worldwide Pvt. Ltd., Kochi, India

And

Fusion Academy of Excellence Pvt. Ltd., Kochi, India.

This Memorandum of Understanding (MoU) is signed on the 04th day of September 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 Fusion Shipping Worldwide Pvt. Ltd., Kochi, India represented by its director Ms. Shiny Sebastian (hereinafter referred to as "FSW") as the second party and Fusion Academy of Excellence Pvt. Ltd., Kochi, India represented by its Director, Mr. Krishnan Subramaniam (hereinafter referred to as "FAE") as the third party (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

No. 22884
04.09.2019
St. Albert's College (Autonomous)
Ernakulam.

M. R. PADMANABHAN
High Court Stamp Vendor
ERNAKULAM



Whereas

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

Whereas

4. FSWhas multiple companies and the core business is delivery of logistics services, with offices in Kuwait, Dubai, Abu Dhabi and India.
5. FSWis desirous to associate with ALBERTS and FAE on various areas as discussed in the Purview of this MoU, which will be mutually beneficial to all the organizations.

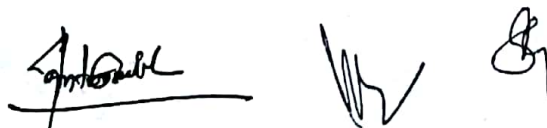
Whereas

6. FAE is a registered entity in India and is engaged in training and coaching of graduates for being job-ready in the Logistics sector.
7. FAE is desirous to associate with ALBERTS and FSWon 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

Purpose

8. Whereas, ALBERTS, FSWand FAE recognizes that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and industrial cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities
 - a. *Industry mentor for Students:*FSWwill support ALBERTS and FAE in having industry experts as mentors for their students with no monetary obligation and



with the approvals of the signatory authorities. These mentors would be supporting the students for their smooth transition from Campus to Corporate.

- b. ***Delivery of Industry lectures:***FSW will deliver industry lectures at ALBERTS and FAE for the development of students with no monetary obligation and with the approvals of the signatory authorities.
- c. ***Providing case studies for class-room discussions and inputs from students:***FSW may deliver live cases/problems faced in the industry where the students of ALBERTS and FAE can have access for class-room discussion. The outcome of such discussions may be shared with FSW for evaluation/assess the practicality of the solution to the existing problem.
- d. ***Collaboration in Albertian Knowledge Summit 2020 (AKS 2020):***FSW and FAE may collaborate with ALBERTS in AKS 2020 (for the conference organized by the Department of Logistics) for identifying and inviting speakers, networking and sharing of information about AKS to all stakeholders in Logistics industry with the approvals of the signatory authorities.
- e. Creating awareness of FAE's offerings and value to current and past students of ALBERTS
- f. ***Management / Teachers training to faculty and staff:***FSW will deliver Management / Teachers training for ALBERTS and FAE faculty and staff
- g. ***Industrial Visit:***FSW may support ALBERTS and FAE for industrial visit

Costs

9. 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.
10. Where applicable, the fee for services from FAE to SAC and vice-versa will be as agreed with the approvals of the signatory authorities.

Record Retention

11. 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.



Confidentiality

12. 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

Applicable Law and Jurisdiction

13. This MoU shall be governed by and construed under the laws of India. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of 3 arbitrators mutually agreed by the parties. The arbitration proceedings shall be conducted in English. The seat of the arbitration shall be in a mutually agreed country.

Indemnity

14. Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to its failure to perform as agreed in the MoU agreement.

Assignment


15. Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party, however such requests shall not be withheld unreasonably. This Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

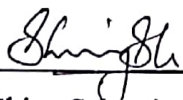


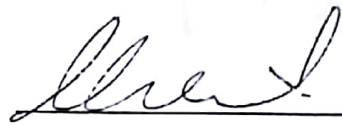
Tenure of MoU


16. This MoU shall be effective for a period of FIVE (5) year from the date of execution of this agreement, and can terminate or amend this agreement by giving the other party a written notice one (1) month in advance. One month before expiry of the agreement, the parties shall discuss and decide on extension of this agreement with same or added service as required, which will be as per annexures.


The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by the following signatures:


Fr. Antony Arackal
Chairman
St. Alberts College (Autonomous)


Ms. Shiny Sebastian
Director
Fusion Shipping Worldwide


Mr. Krishnan Subramanian
Director
Fusion Academy of Excellence


Witness 1


Witness 2

Witness 3