

கேற்லு केरल KERALA

CU 265078

## MEMORANDUM OF UNDERSTANDING (MoU)

between

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

and

National Institute of Fisheries Post Harvest Technology and Training, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 15th day of October 2020 between St. Albert's College (Autonomous), Kerala, India (hereinafter referred to as "ALBERTS"), represented by its Chairman, Fr. Antony Arackal as the first party and National Institute of Fisheries Post Harvest Technology and Training, Kerala, India (hereinafter referred to as "NIFPHATT"), represented by its Director I/C, Dr. Jai Singh Meena as the second party. First Party and Second Party may be collectively referred to as the "Parties" or individually as a "Party."

Fr. ANTONY ARACKAL

CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI - 18

K. M. PHILOMINA E.S.R.O. VENDOR

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डो. जे. एस. मीना / Dr. J. S. MEENA निदेशक (प्रभारी) / DIRECTOR I/C राष्ट्रीय मात्स्यिकी पोस्ट हार्वस्ट प्रौद्योगिकी

तथा प्रशिक्षण संस्थान National Institute of Fisheries

Post Harvest Technology and Training कृषि एवं किसान कल्याण

Ministry of Agriculture and Farmers Welfare

कोचिन - 16 / Cochin-16

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## Whereas

- ALBERTS is an autonomous college based in Ernakulam, Kerala offering 45 programs in both UG and PG and 10 research degrees.
- ALBERTS, through its Research Department of Fisheries and Aquaculture, is desirous to associate with NIFPHATT on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

## Whereas

- 3. NIFPHATT as the erstwhile Integrated Fisheries Project, has rendered yeomen service to the country's fishery economy by spearheading modernization of fishing, processing and marketing industries and the socio-economic development of various stakeholders in their rural midst.
- NIFPHATT is desirous to associate with ALBERTS on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

r. ANTONY ARACKAL CHAIRMAN ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI - 18

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राष्ट्रीय मातिन्यकी पोस्ट हार्वस्ट प्रौद्योगिकी तथा प्रशिक्षण संस्थान

National Institute of Fisheries Post Harvest Technology and Training कृषि एवं किसान कल्याण

# NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

ALBERTS and NIFPHATT recognize 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 with the approval of the authorized signatories.

- 5. ALBERTS and NIFPHATT can collaborate in future to conduct lectures, workshops, seminars, research conferences and similar events in areas of mutual interest for the benefit of students, Institutes, Corporate sectors and society at large.
- 6. Faculty members of ALBERTS and Professionals of NIFPHATT can travel between to participate in activities that can enhance their knowledge and also to foster relations between the parties. Activities include, but are not limited to, delivering lectures, teaching a course, faculty in other institutions Board of Studies/ Academic Councils, acquiring skills for institutional governance and developing collaborative research etc.
- 7. NIFPHATT may deliver live cases/problems faced in the industry where the students of the other party can have access for class-room discussion. The outcome of such discussions may be shared with NIFPHATT for evaluation/assess the practicality of the solution to the existing problem.
- 8. NIFPHATT agrees to hold trainings for the students and faculties of ALBERTS's Research Department of Fisheries and Aquaculture.
- 9. NIFPHATT facilities will be extended to the trainees in all aspects of hands-on experiences as per the rules and regulations of the center. The trainees will be permitted to utilize all the facilities available in the institution. They will be awarded certificates at the end of training.

#### **General Provisions**

10. Treatment of intellectual property rights developed through collaborations under this MoU will be the common property of both the parties.

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

डो. जे. एस. मीना / Dr. J. S. MEENA मिदेशक (प्रभारी) / DIRECTOR I/C राष्ट्रीय मात्स्यिकी पोस्ट हार्वस्ट प्रौद्योगिकी तथा प्रशिक्षण संस्थान \*National Institute of Fisheries Post Harvest Technology and Training कृषि एवं किसान कल्याण Ministry of Agriculture and Farmers Welfare कोचिन -16 / Cochin-16

## Costs

11. 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 organization funding. Common Costs shall be shared equally.

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

## **Applicable Law and Jurisdiction**

13. 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 location. This MoU shall be governed by and construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.

#### **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 deficiency in performance of any acts under this MOU.

## **Assignment**

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

## **Confidentiality**

16. 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.

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

डो. जे. एस. मीना / Dr. J. S. MEENA निदेशक (प्रभारी) / DIRECTOR I/C राष्ट्रीय मात्स्यकी पोस्ट हार्वस्ट प्रौद्योगिकी तथा प्रशिक्षण संस्थान National Institute of Fisheries Post Harvest Technology and Training कृषि एवं किसान कत्याण Ministry of Agriculture and Farmers Welfare कोचिन -16 / Cochin-16 17. Students might be working on confidential projects and should not be disclosing any confidential information. Students cannot share data collected during the study in any of their assignments, however are free to share their learnings without impacting confidentiality agreements with clients.

## Tenure of MoU

18. This MoU shall be effective for a period of five (5) years 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.

The Parties to this Memorandum of Understanding hereby confirm their agreement to its terms by

the following signatures:

Fr. Antony Arackal

Chairman

St. Albert's College (Autonomous)

Principal:

pal: Dr. NELSON RODRIGUES PRINCIPAL IN CHARGE

ST ALBERT'S COLLEGE (AUTONOMOUS)

ERNÁKULAM, KOCHI - 18

HoD:

Dr. AJITH THOMAS JOHN

Head of the Department Research Department of

Fisheries & Aquaculture

St. Albert's College (Autonomous)
Ernalistam

(1000)

Dr. Jai Singh Meena

Director I/C

National Institute of Fisheries Post

Harvest Technology and Training

Witness 1 K. KAMALRAJ

प्रसंस्करण प्रौद्योक्षियिद / Processing Technologist प्रसंस्करण प्रौद्योक्षियिद / Processing Technologist राष्ट्रीय मास्त्रिको पोस्ट हार्वस्ट प्रौद्योगिकी और प्रशिक्षण संस्थान National Institute of Fisheries Post Harvest Technology and Training मत्स्यपालन विभाग, भारत सरकार/Deptt.of Fisheries, Govt.of India प्रसंदिन-16 / Cochin-16

Witness 2:

Within CT MIFPHATT