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CB 876286

MEMORANDUM OF UNDERSTANDING (MoU)

between

St. Alberts College (Autonomous), Ernakulam, India.

and

St. Sebastian Church, Kadavanthra, India.

This Memorandum of Understanding (MoU) is signed on the 9th day of October 2020, between **St. Albert's College (Autonomous)**, Ernakulam (hereinafter referred to as "ALBERTS"), represented by its Chairman, Fr. Antony Vacko as the first party and **St. Sebastian Church, Kadavanthra** (hereinafter referred to as "SSCK"), represented by its Parish Priest Fr. Antony Arackal, as the second party. First Party and Second Party may be collectively referred to as the "Parties" or individually as a "Party."

Fr. Antony Vacko

No. 29/2020 Date 9 10 2020

Value of Rs. 50/-

Sold To St. Albert's College

JAYAKUMAR G
Stamp Vendor
High Court of Kerala
Ernakulam

Fr. ANTONY ARACKAL
CHAIRMAN

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

Fr. Antony Arackal
ST. SEBASTIAN'S CHURCH
KADAVANTHRA
COCHIN-682 020
ARCHDIOCESE OF VERAPOLY

DISTRICT STAMP DEPT
07 OCT 2020
ERNAKULAM



Purpose

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28AA 007747

Whereas

1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 45 programs in both UG and PG and 10 research degrees. ALBERTS has the necessary expertise, research and training in the fields of aquaculture, water quality management, processing and marketing management having managed its own fish/shrimp farm at Pizhala, Kadamakudy Village located in Ernakulam District for the past decade and a half.
2. ALBERTS, through its Department of Fisheries and Aquaculture is desirous to associate with SSKK on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

3. SSKK is a Roman Catholic Parish Church of Archdiocese of Verapoly located in Kadavanthra, Ernakulam.
4. SSKK is desirous to associate with ALBERTS for launching and demonstrating sustainable methods of aquatic farming.

No. 28746 Date 16 09 2020

Value of Rs 100/-

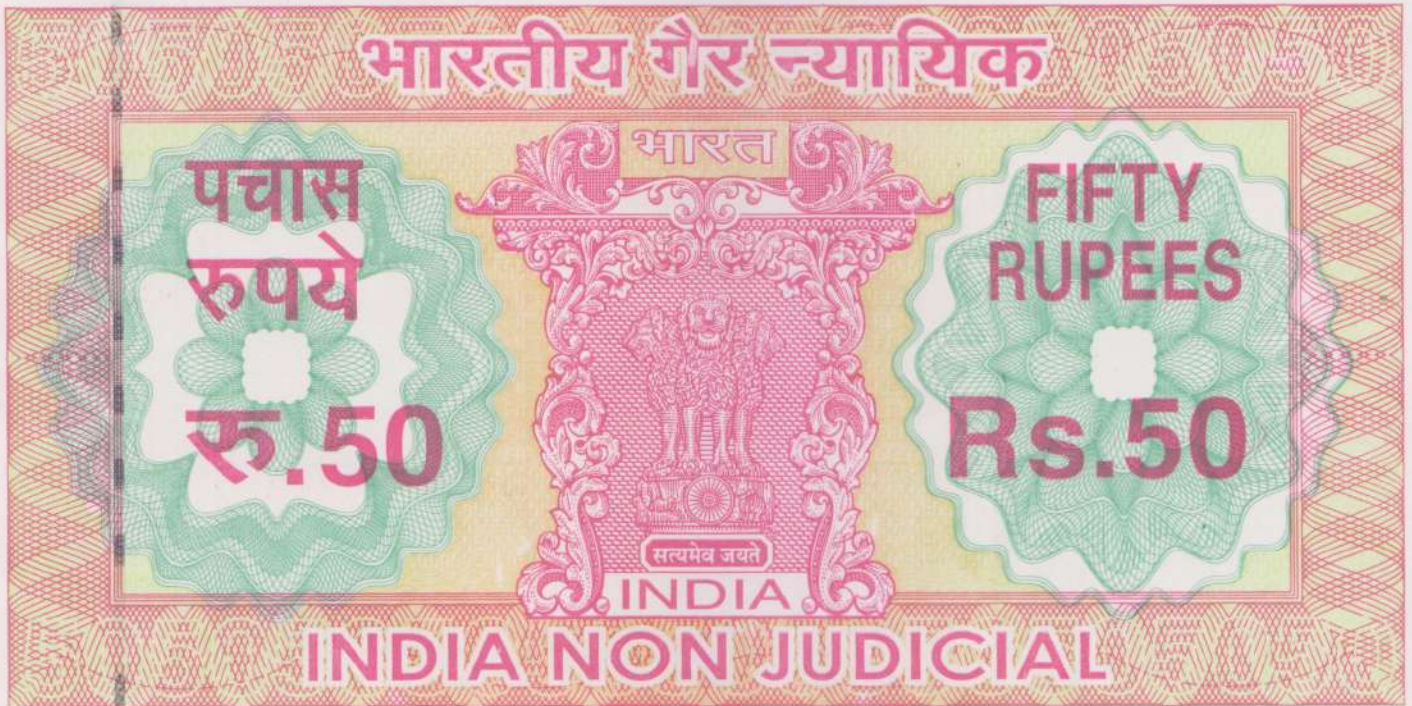
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Fr. ANTONY ARACKAL
CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)
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NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

ALBERTS and SSCK 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 the popularization of Emerging Scientific Aquaculture Practice such as Biofloc among the public. ALBERTS will provide consultation for the construction of two (2) Biofloc Tanks at SSCK.

5. SSCK in consultation with ALBERTS shall construct two (2) Biofloc Tanks at St. Sebastian Church, Kadavanthra (hereinafter referred to as "Project").

Specification For One Biofloc Tank (GI Sheet) To Be Constructed

- Tank Diameter - 5m
- Height - 1.2m
- Capacity of Water - up to 23500 liters
- GI Sheet - 2800 GSM

No. 09610 Date 9 10 2020
Value of Rs 50/-
Sold To St. Albert's College

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- Ring Blower - PG 550
- PVC coated nylon Sheet - 760 GSM
- Pond liner packing - EPE Sheet (8 mm)

Roles and Responsibilities of Each Party

6. SSCK shall be responsible for the overall implementation of the Project.
7. SSCK shall be responsible for appointing a working staff for the maintenance and culture practice.
8. SSCK shall be responsible for all financial transactions incurred during the project.
9. ALBERTS shall provide consultancy for the implementation of the Project which include construction of two (2) Biofloc Tanks.
10. ALBERTS shall advice SSCK on:
 - Basement preparation
 - Constructing drainage and overflow facilities
 - Setting up aeration facilities
 - Floc Development

No. 29612 Date 9.10.2020

Value of Rs 50

Sold To St. Albert's College

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High Court of Kerala
Ernakulam

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



11. ALBERTS shall extend scientific training to the working staff.
12. The consultant of this Project in ALBERTS is Dr. Ginson Joseph, Assistant Professor, Research Department of Fisheries and Aquaculture. He will extend his expertise for the smooth implementation of the roles and responsibilities of ALBERTS mentioned in this MoU.

General Provisions

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

Costs

14. SSCK agrees to pay ALBERTS a sum of Sixty-Six Thousand Seventy-Three Indian Rupees Only (INR 66073/-) to cover the consultation fee. Other costs and expenses incurred in relation with this project other than mentioned specifically in this clause shall be paid by SSCK directly to the concerned vendors.

Applicable Law and Jurisdiction

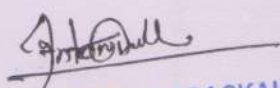
15. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of 3 arbitrators mutually agreed by the parties. The arbitration proceedings 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

16. 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

17. 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.


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



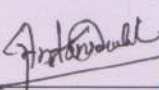
Confidentiality

18. 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.


Tenure of MoU


19. This MoU shall be effective for a period of six (6) months from the date of execution of this agreement, and shall be automatically terminated thereafter unless a written notice to renew or amend this agreement is given to the other party one (1) months in advance.

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




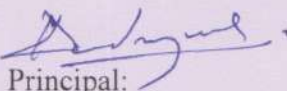
Fr. Antony Vacko
Chairman
St. Alberts College (Autonomous)







Fr. Antony Arackal
Parish Priest
St. Sebastian Church




Principal:

HoD: 

Witness 1: 

Witness 2: 