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CH 455665

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

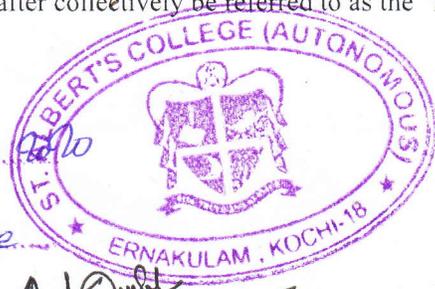
**St. Albert's College (Autonomous), Ernakulam, Kerala, India.**

**And**

**Vertex Securities Limited, Kerala, India.**

This Memorandum of Understanding (MoU) is signed on the 30<sup>th</sup> day of June 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 **Vertex Securities Limited, Kerala, India**, (herein referred as "VERTEX") represented by its Associate Vice President & Authorized Signatory, Jerome Joseph as the **second party**. First party and the second party shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

No. 0048 Date 29.06.2020  
Value of Rs. 100/-  
Sold To St. Albert's College



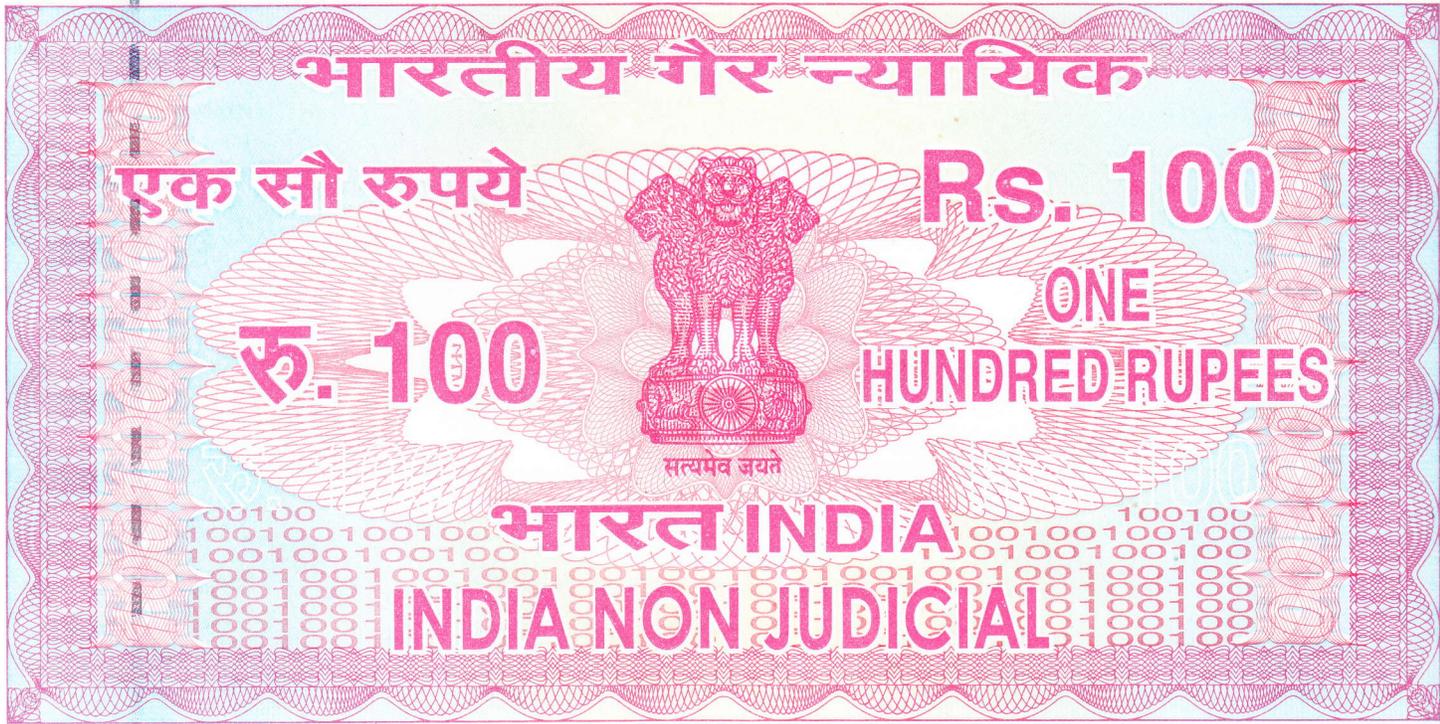
*Fr. Antony Arackal*

**Fr. ANTONY ARACKAL  
CHAIRMAN**

*Jerome Joseph*



JAYAKUMAR, G.  
Stamp Vendor  
High Court, Kerala



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**Purpose**

**Whereas**

1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 33 programs in both UG and PG and 7 research degrees.
2. ALBERTS, through its Department of Management is desirous to associate with VERTEX on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

**Whereas**

3. Established in 1993, VERTEX is a securities brokerage company with memberships in the Bombay Stock Exchange, the National Multi Commodity Exchange of India Ltd

No. 10050 Date 29.06.2020  
Value of Rs. 100/-  
Sold To: St. Albert's College



JAYAKUMAR . G.  
Stamp Vendor  
High Court Of Kerala

*Fr. Antony Arackal*  
Fr. ANTONY ARACKAL  
CHAIRMAN (AUTONOMOUS)



(NMCEIL), the National Commodities Derivatives Exchange Ltd (NCDEX), and Multi Commodity Exchange of India Ltd (MCX). VERTEX is a full-fledged depository participant of the National Securities Depository Ltd.

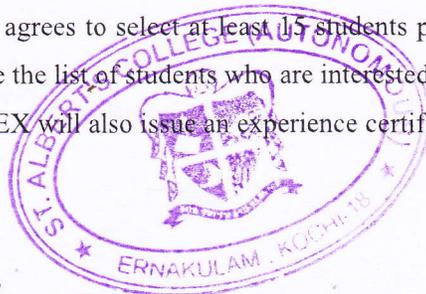
4. VERTEX, is desirous to associate with ALBERTS, through its Department of Management on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

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

ALBERTS and VERTEX 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.

5. VERTEX will deliver live cases/problems faced in the industry where the students of ALBERTS can have access for class-room discussion. The outcome of such discussions may be shared with VERTEX for evaluation/assess the practicality of the solution to the existing problem.
6. VERTEX will support ALBERTS in having industry experts as mentors for their students with no monetary obligation on either party and these mentors would be supporting the students for their smooth transition from Campus to Corporate.
7. VERTEX will train students of ALBERTS on the emerging technologies for the development of students with no monetary obligation on either party.
8. VERTEX will issue single entry passes for students from ALBERTS for an industrial visit.
9. VERTEX agrees to facilitate a six-week long internship for students of ALBERTS and further agrees to select at least 15 students per batch for the internship. ALBERTS shall provide the list of students who are interested to avail this internship opportunity.
10. VERTEX will also issue an experience certificate after the completion of internship to

  
**Fr. ANTONY ARACKAL**  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
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students. The best performers among these selected students will also be acknowledged with issuance of appreciation letters separately.

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

#### Applicable Law and Jurisdiction

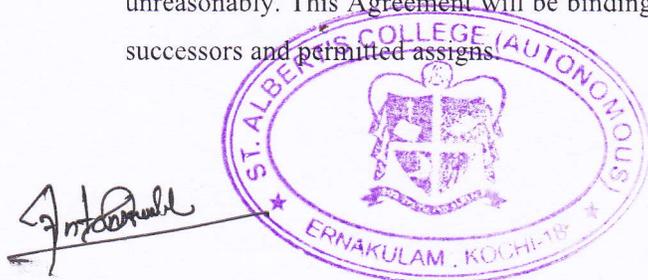
13. Any disputes or issues of interpretation with regard to this MoU shall be resolved amicably between the Parties. In case no amicable solution is found such disputes or issues shall be submitted to the exclusive jurisdiction of 3 arbitrators mutually agreed by the parties. The arbitration proceedings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



Fr. ANTONY ARACKAL  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
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**Confidentiality**

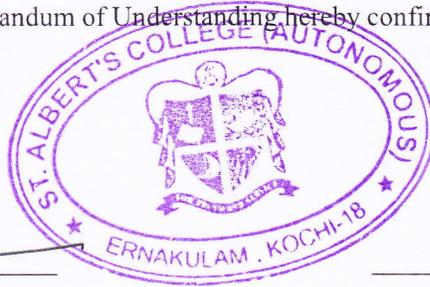
16. The parties agree that there is no intention to share any confidential or proprietary information in any collaboration under this MoU. If either Party wishes to disclose information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of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

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 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:



*[Handwritten signature of Fr. Antony Arackal]*

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

*[Handwritten signature of Jerome Joseph]*

Jerome Joseph  
Associate Vice President &  
Authorized Signatory  
Vertex Securities Ltd.



*[Handwritten signature of Principal]*

Principal

*[Handwritten signature of HOD]*  
HOD

Witness 1: *[Handwritten signature]*  
John Christopher  
Vadassery House, Vikas Road  
Kalamakkara - 682026.

Witness 2: *[Handwritten signature]*  
*[Handwritten signature]*  
Jolly Jom O V  
Odehra Uday (H)  
Thunda Thumkadam