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CW 615839

## MEMORANDUM OF UNDERSTANDING (MoU)

between

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

and

Alpha Palliative Care Kochi Link Centre, Kochi, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 4<sup>th</sup> day of March 2022 between St. Albert's College (Autonomous), Kochi, Kerala, India (hereinafter referred to as "ALBERTS") represented by its Chairman, Rev. Dr. Antony Thoppil as the first party and Alpha Palliative Care Kochi Link Centre, Kochi, Kerala, India (hereinafter referred to as "APC"), represented by its Secretary, Dr. Ravi Divakaran as the second party. First Party and Second Party may be collectively referred to as the "Parties" or individually as a "Party."

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High County of Kerala:
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Purpose

## Whereas

- 1. ALBERTS is an autonomous college based in Ernakulam, Kerala offering 49 programs in both UG and PG and 10 research degrees.
- 2. ALBERTS, through its Department of Social Work, is desirous to associate with APC on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

### Whereas

- B. APC is a home-based Palliative Care provider in the country, providing free-of-cost palliative support across Kerala.
- 4. APC 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.

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ST. ALBERT'S COLLEGE (AUTSHOMOUS)

ERNAKULAM, KOCHI-12

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# NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

ALBERTS and APC 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 APC 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 APC 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, taking a sabbatical, faculty in other institutions Board of Studies/ Academic Councils, acquiring skills for institutional governance and developing collaborative research etc.
- 7. APC shall 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 APC for evaluation/assess the practicality of the solution to the existing problem.
- 8. APC shall support ALBERTS in having industry experts as mentors for their students with no monetary obligation on either party and these mentors would support students in their smooth transition from Campus to Corporate.
- APC shall deliver industry lectures at ALBERTS for the development of students with no monetary obligation on either party.
- 10. APC shall offer one (1) to six (6) months long Internship / On the Job Training / Hands on Training for the students of ALBERTS (APC will select and appoint candidates after an interview at APC) where ALBERTS will provide the list of students who are interested to avail this internship opportunity.

Mills

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Concory Links Fr. ANTONY THOPPIL

CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI-18

## **General Provisions**

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

#### Costs

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

## Applicable Law and Jurisdiction

14. 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 three (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

15. 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

16. 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

17. 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

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Fr. ANTONY THOPPIL

CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI-18

information it considers to be confidential or proprietary to the other Party, the Party needs to take prior written consent of the other Party.

18. 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

19. 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:

ERNAKULAM

Rev. Dr. Antony Thoppil

Chairman

St. Albert's College (Autonomous)

Dr. Ravi Divakaran

Secretary

Alpha Palliative Care Kochi Link

Centre

Principal:

HoD:

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Witness 1:

Provident

Witness 2:

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