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### MEMORANDUM OF UNDERSTANDING (MoU)

between

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

and

Breakthrough Science Society, Ernakulam Chapter, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 06th day of February 2023 between St. Albert's College (Autonomous), Kerala, India (hereinafter referred to as "ALBERTS") represented by its Chairman, Rev. Dr. Antony Thoppil as the first party and Breakthrough Science Society, Ernakulam Chapter, Kerala, India (hereinafter referred to as "BSS"), represented by its President, Harikumar K. S., 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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#### Purpose

#### Whereas

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- 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 Space Science and Technology is desirous to associate with BSS on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

# Whereas

- 3. BSS is a science organization was established in the year 1995 as a platform to create a new science movement in the country. BSS is a nonprofit, voluntary, social welfare organization, committed to the cause of science, culture and scientific outlook registered under the Kerala State Chapter Reg. No. KTM/TC/847/2013.
- 4. BSS, 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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Value of Rs. 10 Place

Sold To S4 Alberts College

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Stamp Vertior

High Court of Kerala

ANTONY THOPPIL

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

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NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

ALBERTS and BSS 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 BSS 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 and society at large. A minimum of two sessions will be conducted

by BSS for ALBERTS in one year and minimum of 10 programs in five years.

6. Faculty members of ALBERTS and Professionals of BSS can travel between to

participate in activities that can enhance their knowledge and also to foster relations

between the parties. BSS will provide resource persons for talks and seminars at

ALBERTS.

7. The ALBERTS students will run sessions and activities for the outreach initiatives

offered by the BSS.

Costs

8. 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 on the basis of mutual

consent. Common Costs shall be shared equally.

Where applicable, the fee for services from BSS to ALBERTS and vice-versa will be

as agreed with the approvals of the signatory authorities.

**Applicable Law and Jurisdiction** 

10. 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 arbitrators mutually

agreed by the Parties. The arbitration proceedings shall be conducted in English. The

seat of the arbitration shall be at Ernakulam. This MoU shall be governed by and

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Fr. ANTONY THOPPIL ST. ALBERT'S COLLEGE (AUTONOMOUS)

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construed under the laws of India and would be tried in the jurisdiction of courts in Ernakulam district.

**Indemnity** 

11. 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** 

12. 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** 

13. 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.

14. 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

15. 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 during this period.

Fr. ANTONY THOPPIL

CHAIRMAN

ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI-18

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

Rev. Dr. Antony Thoppil Chairman A.M.D. President ERNAKULAM . Breakthrough Science Society, Ernakulam

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St. Albert's College (Autonomous)

Chapter

Bijoy V. M.

Principal-in-charge:

HoD: Abinash John Peter.

Witness 1: hprof George Joseph Retd. Scientist, IGCAR, Kalpalakan Menter State Baewhre Committee, 1355

Witness 2:

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