

കേരളം KERALA

CW 615837

**MEMORANDUM OF UNDERSTANDING (MoU)**

between

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

and

**Samrambhak Mithra, Aluva, 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), Kerala, India** (hereinafter referred to as "ALBERTS") represented by its Chairman, Rev. Dr. Antony Thoppil as the **first party** and **Samrambhak Mithra, Aluva, Kerala, India** (hereinafter referred to as "SAMMIT"), represented by its Chairman, Shaji Kumar as the **second party**. First Party and Second Party may be collectively referred to as the "Parties" or individually as a "Party."

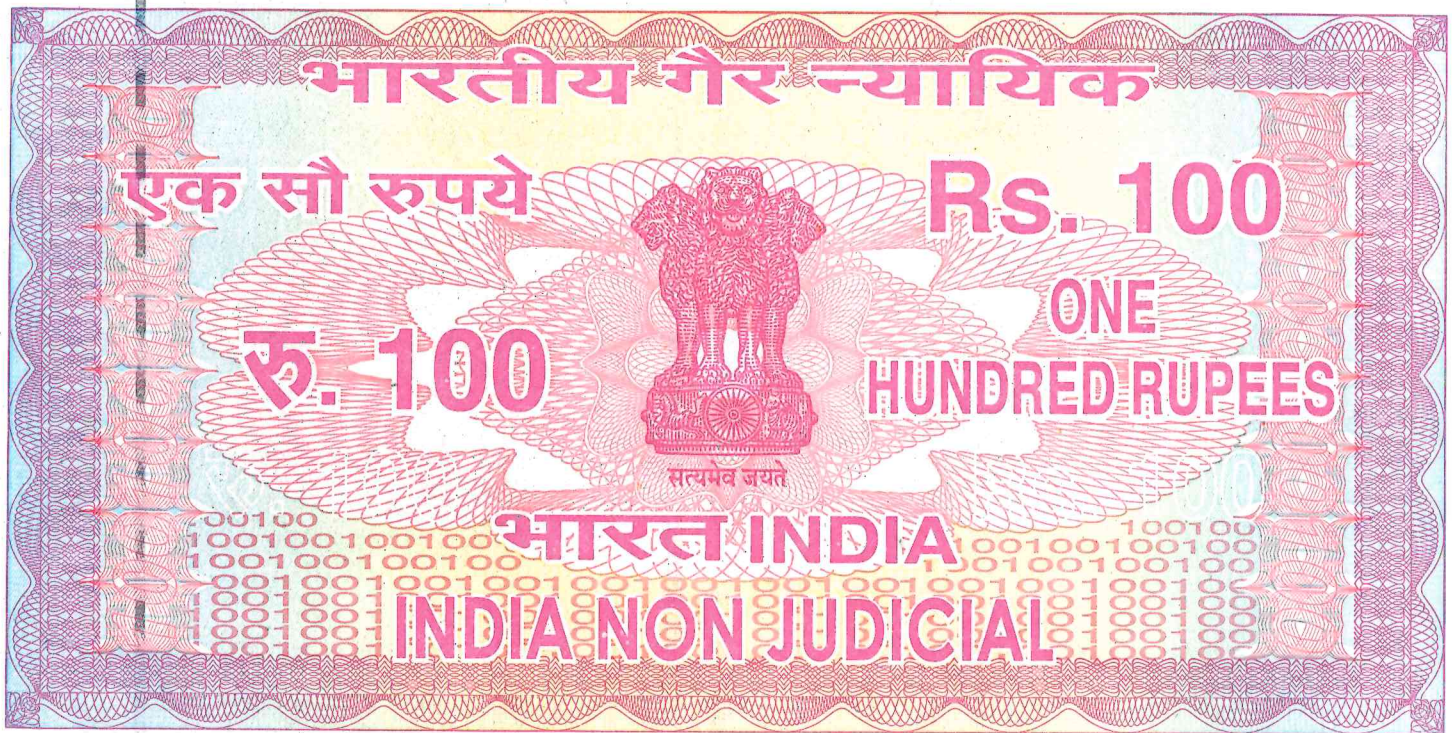
No. 68011 Date 5.03.2021  
Value of Rs. 100/-  
Sold To St. Albert's College (Autonomous)

JAYAKUMAR . G  
Stamp Vendor  
High Court Of Kerala  
Ernakulam

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







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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 Albertian Institute of Management, is desirous to associate with SAMMIT on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

3. SAMMIT is an NGO formed by a group of experienced and expert personalities in enterprises development and allied activities.
4. SAMMIT, 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.

No. 60012 Date 5.03.2021  
Value of Rs. 100/-  
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CHAIRMAN  
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ERNAKULAM, KOCHI-18






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

ALBERTS and SAMMIT 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 entrepreneurship and enterprises development. 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 SAMMIT can collaborate in future research projects that either involve working cooperatively with partner institutions and/or cover a research topic with an international component. Activities include, but are not limited to, efforts toward developing proposals for collaborative research, co-authoring publication, conducting joint research projects, or establishing joint research centers and conducting programmes on start-up/entrepreneurship and enterprises development activities etc.
6. Both the Parties agree to hold/conduct, whenever feasible, events, joint workshops, seminars, conferences, training programs, intra/inter collegiate competitions within the areas of mutual interest with prior approval of the authorized signatories.
7. Faculty members of ALBERTS and employees / promoters of SAMMIT can travel between to participate in activities that can enhance their experience and knowledge and also to foster relations between the Parties. Activities include, but are not limited to, delivering lectures, teaching a course, taking a sabbatical, acquiring skills for institutional governance, being an examiner, to be in the board of studies of the other Party, attending Faculty Development Programs and developing collaborative research etc.
8. Students can be given an opportunity to travel among Parties to participate in activities/events that will enhance their experience and knowledge. Activities include, but are not limited to, attending a short-term course, utilizing the laboratory and other facilities etc.

**Costs**

9. 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.

  
**FR. ANTONY THOPPIL**  
CHAIRMAN  
ST. ALBERT'S COLLEGE (AUTONOMOUS)  
ERNAKULAM, KOCHI-18





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

#### **Applicable Law and Jurisdiction**

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

#### **Indemnity**

12. 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**

13. 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**

14. 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.
15. 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.



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

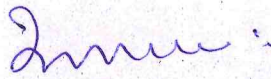




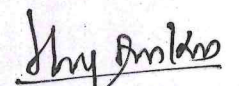
### Tenure of MoU

16. 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.

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

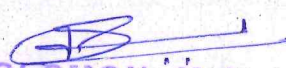
  
\_\_\_\_\_  
Rev. Dr. Antony Thoppil  
Chairman  
St. Albert's College (Autonomous)



  
\_\_\_\_\_  
Shaji Kumar  
Chairman  
Samrambhak Mithra



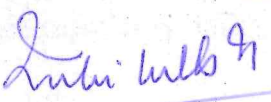
Principal:

  
\_\_\_\_\_  
Dr. SOLOMON M.A.  
PRINCIPAL  
ST ALBERT'S COLLEGE  
(AUTONOMOUS)  
ERNAKULAM, KOCHI-18

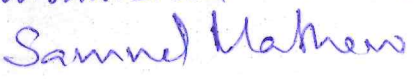
HoD:

  
\_\_\_\_\_  
Dr. LEO JOS FERNANDEZ  
DEAN  
ALBERTIAN INSTITUTE OF MANAGEMENT  
KOCHI-682018

Witness 1:

  
\_\_\_\_\_  
Justin Wills  
Vice Chairman  
Samrambhak Mithra

Witness 2:

  
\_\_\_\_\_  
Samuel Mathew  
Secretary  
Samrambhak Mithra