

MEMORANDUM OF UNDERSTANDING

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Between

25AA 631108

St. Alberts College (Autonomous), Kerala, India

And

Sophisticated Test and Instrumentation Center, Ernakulam, Kerala, India.

This Memorandum of Understanding (MoU) is signed on the 8th day of November 2024between St. Albert's College (Autonomous), Ernakulam, Kerala, India (here in after referred to as "ALBERTS"), represented by its Chairman, Rev. Dr. Antony Thoppil as the first party, which expression shall, unless repugnant to the context, include its successors, executors, administrators, legal representatives, nominees and assignees of the one part and Sophisticated Test and Instrumentation Center, Ernakulam, Kerala, India (hereinafter referred to as "STIC"), represented by its Director, Dr. M. Gopalakrishna Pillai, as the second party which expression shall, unless repugnant to the context, include its successors, executors, administrators, legal representatives, nominees and assignees of the one part. First party and the second party shall here in after collectively be referred to as the "Parties" and individually as the "Party.

EL No: 5796 DATE: 27/9/202 Fr. ANTONY THOPPIL

NOTOPSTO SUBIMOL Dr. M. GOPALAKRISHNA PILLA

Director, SEP

Sophisticated Test and COM

Instrumentation Centre (S100)

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Purpose &ෙ0**9**0 केरल KERALA

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Whereas

- 1. ALBERTS is an autonomous college based in Ernakulum, Kerala offering 47 programs in both UG and PG and 7 research degrees.
- 2. ALBERTS, through its Department of Zoology is desirous to associate with STIC on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.

Whereas

- 3. STIC is an Institution sponsored jointly by Kerala State Council for Science Technologyand Environment (KSCSTE) and Cochin University of Science and Technology(CUSAT).
- 4. STIC 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.

That, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfillment, And relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic

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NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

- 5. ALBERTS and STIC 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 cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities with the approval of the authorized signatory authorities.
 - a. ALBERTS and STIC can collaborate in future to conduct lectures, workshops, seminars, research conferences and similar events in areas of mutual interest forthe benefit of students, Institutes, Corporate sectors and society at large.
 - b. Internship / On the Job Training: the STIC shall provide Internship / On the Job Training to students of ALBERTS as per the prevailing rules of STIC that shall cover such periods of time as may from time to time be mutually agreed upon by the parties. The starting and ending date for Internship shall be agreed upon at least one month before the placement commences (There shall be no discrimination on the basis of race, color, religion, creed, sex, disability, in either the selection of students for participation in the program, or as to any aspect of Internship / On the Job Training).
 - STIC shall deliver industry lectures at ALBERTS for the development of students on mutually agreed terms
 - d. STIC shall grant students and faculty of ALBERTS access to its advanced testing and calibration facilities for academic, research, and educational purposes on mutually agreed terms.
 - e. STIC shall offer material analysis services to the students and faculty of ALBERTS as per the prevailing rules of STIC and this includes, but is not limited to, analysis of chemical composition, structural properties, and material durability.

Fr. ANTONY THOPPIL

CHAIRMAN

CHAIRM

Dr. M. GOPALAKRISHNA PILLAI

Director,

Sophisticated Test and
Instrumentation Centre (STIC)

Cochin University P.O., Kochi-682 022

No Employment Relationship:

6. The parties agree that this Agreement shall not be construed in any manner as establishing any kind of partnership or bond of a labor nature between them. Thus, in all activities stemming from the present MoU and from subsequent specific action plans, the parties are in the understanding that, in all cases, employment relationships shall remainin force between the employing institution and its respective personnel.

Autonomy:

7. This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.

Conflict Resolution:

8. Any dispute resulting from the interpretation or application of this Agreement shall be settled through direct negotiation and common agreement by the persons delegated to such end by each party. Either party may propose to the other a modification of the Agreement at any time in writing.

Amendments:

9. The parties may amend or amplify this Agreement through agreements in writing to that effect. Said amendments or additions will be binding on the signatories as of the date of their signature. The parties may not assign, in whole or in part, the performance of the present MoU to any third party, except through prior and express authorization in writingby both of them. And since both parties are in agreement regarding the content of the present document, and as a token of conformity, we sign it in two counterparts, both of which will be considered originals.

Costs:

ST. ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI-18

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

> RISHNA PILLAI Director,

> Sophisticated Test and Instrumentation Centre (STIC) Cochin University P.O., Kochi-682 022

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 (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:

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 its failure to perform as agreed in the 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 with held 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 oftheir assignments, however are free to share their learnings without impacting confidentiality agreements with clients.

Fr. ANTONY THOPPIL

CHAIRMAN

CHAIRMAN

CHAIRMAN

CHAIRMAN

CHAIRMAN

KOCHI-18

ERNAKULAM, KOCHI-18

Dr. M. GOPALAKRISHNA PILLAI

Director,

Sophisticated Test and

Instrumentation Centre (STIC)

Cochin University P.O., Kochi-682 (22)

Term:

16. This MOU shall be effective for a period of one (1) year from the date of execution of this agreement, and shall be automatically renewed thereafter for another one (1) year unless a written notice to terminate or amend this agreement is given to the other party One (1) month in advance.

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

Rev. Dr. Antony Thoppil

Chairman, OLLEGE (AU)

St. Albert's College (Auotonomous)

PRNAKULAM, K

Dr. M. GopalakrishnaPillai

Director,

Sophisticated Test and Instrumentation Center

Witness 1

JOSEPH JUSTIN REBELLO PRINCIPAL ST ALBERT'S COLLEGE (AUTONOMOUS)

ERNAKULAM, KOCHI-18

Witness 2

Witness 2

Witness 1

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LARAYAWAN S. Personal Assistant

STIC Kochi- 22