

കേരളo केरल KERALA

DP 428964

#### MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

NA.M COLLEGE KALLIKKANDY, THUVAKKUNNU P.O. KANNUR DIST. PIN. 670692, KERALA AND MAHATMA GANDHI COLLEGE, IRITTY, KEEZHUR P.O., IRITTY, KANNUR, KERALA-670703

for

Student Capability Building, Skill Enhancement, Faculty Exchange, Academic Quality Enhancement and Related Services

This Memorandum of Understanding (hereinafter called as 'MoU') is entered in toon this 25 Jan 2023

N.A.M College Kallikkandy, Thuvakkunnu, Kannur the first party herein represented by its Principal, Dr. Majeesh T, (hereinafter referred as 'First Party') the institution which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns).

Mahatma Gandhi College, Iritty, Kannur and represented herein by its Principal, Dr. Shijo M. Joseph (herein after referred to as 'Second Party', institution which expression unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns).

PRINCIPAL N.A.M. COLLEGE, KALLIKKANDY P.O.KALLIKKANDY, KANNUR DIST

MAHATMA GANDHI COLLEGE, HITTY Paper anover REPAIR 670 693 Principal Mahatenna Gai

P.O. KEEZHUR, KANNUR TOISTAND 70 180

P.V.GANGADHAF " STAMP VANDO S.R.O.ULIYIL AT IRITA

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and WHEREAS:

- A) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of their resources, and provide each of them enhanced opportunities.
- B) The Parties intent to cooperate and focus their efforts on areas of Student Capability Building, Skill Enhancement, Faculty Exchange, Academic Quality Enhancement and Related Services
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

## CLAUSE 1 COOPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the student and faculty of First Party providing significant inputs to them in developing student and faculty attitudes and aptitudes so as to direct them to the unfolding opportunities in Computer language related career fields and Undergraduate research, keeping in mind the needs of the evolving career scene.

The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term 'Definitive Documents' shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

IN CHARGE OF PRINCIPAL
MAHAMA GANDHI COLLEGE, IRITTY

P.O. KEEZHUR, KANNUR (DIST.)-670 703

PRINCIPAL N.A.M. COLLEGE, KALLIKKANDY P.O.KALEJKKANDY, KANNUR DIST KERALA - 670 693

### CLAUSE 2 SCOPE OF THE MoU

The undergraduate students from the first party and Second Party could play a key role through Knowledge up-gradation, skill enhancement, innovation in the competitive environs of relevant industries. Both parties believe that close co-operation between the two would be of major benefit to the student and faculty community to enhance their skills and knowledge.

**Skill Development Programs:** Second Party will help train the students to enhance the skill development program like presentation techniques, communication skills, hands-on training etc.

**Invited Lectures:** The First party and Second Party will mutually extend the necessary support, wherever possible, to deliver invited lectures to the students and faculty in different field relevant to them, on a need-based plan.

Faculty Development Programs: Second Party and First party will mutually support the faculty members so that they can train the students meet the industrial requirements, considering the National Occupational Standards in sectors concerned, if available. The Second Party may organize workshops for the faculty members of the First Party on screen recording and video editing, thereby equipping them with the professional skills to prepare, produce and publish videos of quality.

**Student Exchange Programme:** The First party and Second Party may send their students under different

streams to these Institutions mutually for participating in orientation, career awareness and aptitude building programmes.

Academic Quality Enhancement: The Internal Quality Assurance Cells (IQAC) of the First and Second Party will work together to enhance the overall quality of the academic processes in both colleges, with special focus on raising the quality of the Teaching process and student capability.

Collaborations for organizing Events: The First and Second party may organize seminars/ workshops/ Conferences/ Management fests collaboratively in each other's campuses, under mutually agreed upon themes and terms.

Add On Programme: The First and Second Parties will be providing assistance to each other in framing the curriculum and providing mutually agreed-upon sessions for the conduct of Add-on courses of the Computer Science department.

Campus Visit: As Inter- Institution interaction will help gather insights in to the latest developments / requirements of the industries, both the Parties shall permit the Faculty and Students to visit campuses and involve them in Training Programs. The industry-

MAHAMA GANDHI COLLEGE, IRITTY P.O. KEEZHUR, KANNUR (DIST.)-670 703

WOANGADHAE

PRINCIPAL
N.A.M. COLLEGE, KALLIKKANDY
P.O.KALLIKKANDY, KANNUR DIST
KERALA - 670 693

focused training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to career environs.

**Internal Examination and Evaluation:** The second party will help to prepare the internal question paper and evaluation of assignment, seminar etc.

Approvals: Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

Financial Commitment: The agreement doesn't involve any financial commitment from the parties involved. Any act/event which involves finance, need to be worked out mutually prior to it. Both parties need to reach a signed agreement regarding financial involvement, if at all, any, clearly stating their committed amount involved.

Confidentiality of Information and data: The information and data shared between the First and Second Parties will be kept confidential by both parties and will not be disclosed to any third party, partially or totally, without written consent of the parties concerned.

#### CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

#### CLAUSE 4 VALIDITY

This Agreement will be valid for a period of one year which can be extended up to 3 years on mutual consent. It can also be expressly terminated by either Party on mutually agreed terms, during which period, the First and the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the First or Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation.

ASSOCIATE PROFESSOR IN CHARGE OF PRINCIPAL

MAHATMA GANDHI COLLEGE, MITTY

P.O. KEEZHUR, KANNUR (DIST.)-670 703

PRINCIPAL
N.A.M. COLLEGE, KALLIKKANDY
P.O.KALLIKKANDY, KANNUR DIST

KERALA - 670 693

# CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

**Second Party** 

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Kerala.

AGREED:

Dr. MAJEESH T

**PRINCIPAL** 

For N.A.M. College Kallikkandy

PRINCIPAL

N.A.M. COLLEGE, KALLIKKANDY
P.O.KALLIKKANDY, KANNUR DIST
KERALA - 670 693

**Authorized Signatory** 

IT. SHIJO MJOSEPH

PRINÇIPAL

For Mahatma Gandhi College

Keezhur Iritty ASSOCIATE PROFESSOR IN CHARGE OF MOIPAL

MAHATMA GAN

RITTY

P.O. KEF7-Jan, KANN Jan La.

0 703

**Authorized Signatory** 

Witness1:

Dr. Haseeb V.V.

**Assistant Professor** 

Department of Computer Science

N.A.M College Kallikkandy

Witness3

Dr. Reshma P.K

**Assistant Professor** 

Department of Computer Science

Mahatma Gandhi College

Witness2:

Mr. Muhammed Shafi P

**Assistant Professor** 

Department of Computer Science

N.A.M College Kallikkandy

Witness4:

(Capt) Dr. Jithesh K

Associate Professor

Department of Computer Science

Mahatma Gandhi College