

MEMORANDUM OF UNDERSTANDING (MOU) FOR THE SKILL DEVELOPMENT PROGRAMME

BETWEEN



MARY MATHA ARTS & SCIENCE COLLEGE

Re-accredited by NAAC with B++ Grade,
Affiliated to Kannur University

&



MAITEXA INFO SOLUTIONS LLP,

**FIRST FLOOR, PV BUILDING, ANNIE HALL ROAD,
CALICUT, KERALA, 673002**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding**, also known as the '**MOU**', is established on the Twenty-third Day of September in the year Two Thousand Twenty-Three (23/09/2023).

BETWEEN

**MARY MATHA ARTS & SCIENCE COLLEGE, MANANTHAVADY, VEMOM P.O.,
MANANTHAVADY, WAYANAD, KERALA, 670645**

The '**First Party**' in this context is represented by its PRINCIPAL, along with the Head of the Computer Science Department. The term '**First Party**' also includes its successors in office, administrators, and assigns, unless otherwise specified or contradicted by the subject or context.

AND

**MAITEXA INFO SOLUTIONS LLP, FIRST FLOOR, PV BUILDING, ANNIE HALL ROAD,
CALICUT, KERALA, 673002**

The '**Second Party**' is represented by its Designated Partner. The term '**Second Party**' also encompasses its successors in office, administrators, and assigns, unless otherwise specified or contradicted by the subject or context.

(The '**First Party**' and '**Second Party**' are collectively referred to as the '**Parties**', and individually as a '**Party**'.)

WHEREAS:

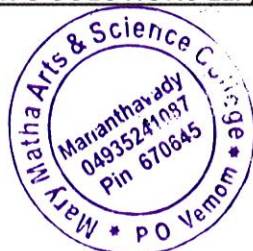
A. The first party is identified as a higher education institution with the following name:

MARY MATHA ARTS & SCIENCE COLLEGE, MANANTHAVADY

&

B. The second party is identified as a software development company with the following name:

MAITEXA INFO SOLUTIONS LLP, CALICUT



NOW, THEREFORE, THE MUTUAL COMMITMENTS OUTLINED IN THIS MEMORANDUM OF UNDERSTANDING (MOU), THE PARTIES INVOLVED AGREE AS FOLLOWS:

SECTION A: CO-OPERATION

A1 The Parties, bound by shared interests and goals, will establish communication and cooperation channels to enhance their respective operations within the Institution and its associated wings. They will keep each other apprised of potential opportunities and share any information that could lead to additional opportunities for each other.

A2 The collaboration between the First Party and the Second Party will enable effective use of the intellectual abilities of both parties' faculties. This will significantly contribute to the development of appropriate teaching/training systems, taking into account industry needs.

A3 This Memorandum of Understanding (MOU) will govern the general terms of cooperation between the Parties. They will collaborate and promptly enter into all necessary agreements, deeds, and documents (referred to as the 'Definitive Documents') to implement the actions outlined in this MOU. The terms of the Definitive Documents will be mutually agreed upon by the Parties. This MOU, along with the Definitive Documents, will constitute the complete understanding of the subject matter and will supersede any previous understanding between the Parties on this subject.

SECTION B: SCOPE OF THE MOU

B1 Emerging graduates from the institutions have the potential to significantly contribute to the technological advancement, innovation, and competitiveness of an industry. Both parties concur that a close collaboration between them would greatly benefit the student community by enhancing their skills and knowledge.

B2 Curriculum Design: The Second Party will provide valuable insights to the First Party on teaching/training methodologies and will help tailor the curriculum to ensure that students can meaningfully integrate into the industrial landscape.



B3 Skill Development Programs: The Second Party will provide training to the First Party's students on emerging technologies, with the aim of bridging the skill gap and preparing them for the industry.

B4 Guest Lectures: The Second Party will provide the necessary support to deliver guest lectures to the First Party's students, focusing on technology trends and specific in-house requirements.

B5 Faculty Development Programs: The Second Party will provide training to the First Party's faculty, offering them industrial exposure and training in line with industry requirements. This will take into account the National Occupational Standards in the relevant sector, if available.

B6 The First Party is not financially obligated to undertake any program mentioned in the MOU. If there are any financial considerations, they will be addressed separately.

B7 Both Parties are required to secure all necessary internal approvals, consents, and permissions required to offer the Programs under the terms specified in this agreement.

SECTION C: VALIDITY

C1 This Agreement will remain in effect for three years unless it is explicitly terminated by either Party on mutually agreed terms. During this period, MaiTexa Info Solutions LLP, the Second Party, will take effective steps to implement this MOU. Any actions taken by the Training Partner MaiTexa Info Solutions LLP, the Second Party, such as communication or correspondence after the termination of this Agreement, should not be interpreted as an extension of this MOU.

C2 Either Party has the right to terminate this MOU with a written notice 30 calendar days in advance. Upon termination, both parties are required to fulfil their respective obligations.

SECTION D: THE RELATIONSHIP BETWEEN THE PARTIES

D1 Under this Memorandum of Understanding (MOU), it is explicitly agreed that the First Party and the Second Party are operating as independent contractors. This relationship should not be interpreted as a partnership. Without the other Party's prior written approval, neither



Party is permitted to use the other's name, make any representations, or create any obligations or liabilities, whether explicit or implied, on behalf of the other Party. Under this MOU's terms, neither Party shall have, nor portray itself as having, the authority to make any agreements on behalf of or binding upon the other Party, pledge the other Party's credit, or extend credit in the name of the other Party.

SECTION E: INTELLECTUAL PROPERTY

E1 This Memorandum of Understanding (MOU) does not grant either Party any right, title, interest, or license, whether explicitly or implicitly, by estoppel or otherwise, in the intellectual property of the other Party. This includes but is not limited to know-how, inventions, patents, copyrights, and designs.

E2 Any discrepancies or disputes arising from the interpretation or application of this Memorandum of Understanding (MoU) will be settled through arbitration between the parties, in accordance with the Arbitration Act, 1996. The arbitration proceedings will take place at the District Headquarters of the First Party. This agreement is to be interpreted in line with Indian Law, with exclusive jurisdiction in the Courts of Calicut.

SECTION F: NOTICES

Unless otherwise specified, any written communication made in accordance with this MoU will be deemed to have been given or made when it is delivered to the recipient at the address, electronic mail address, or facsimile number that has been duly acknowledged, and will be delivered by registered mail to the address shown below or sent to the electronic mail address, whichever is applicable.

- i. THE PRINCIPAL, MARY MATHA ARTS & SCIENCE COLLEGE, VEMOM P.O., MANANTHAVADY, WAYANAD, KERALA, 670645., PH: 0493 5241087, EMAIL: mmcmntdy@gmail.com.
- ii. THE OPERATIONS HEAD, MAITEXA INFO SOLUTIONS LLP, FIRST FLOOR, AVS TOWER, KALLAI ROAD, CALICUT.673002 PH: 0495 2 933 266, EMAIL: info@maitexa.in.



SECTION G: DATE OF EFFECT AND SIGNATURE

This MoU shall be effective upon the signature of Principal, Mary Matha Arts & Science College, and Designate Partner, MaiTexa. It shall be enforced from September 23, 2023.

For,

MaiTexa Info Solutions LLP

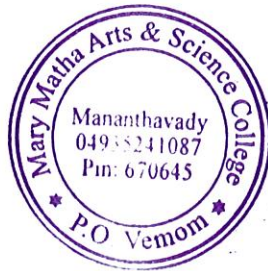
For,

Mary Matha Arts & Science College.

Sruthi E Gireeshan

Designated Partner

Authorised Signature



PRINCIPAL
MARY MATHA ARTS & SCIENCE COLLEGE
VEMOM P.O, MANANTHAVADY
WAYANAD, KERALA - 670 645