

MEMORANDUM OF UNDERSTANDING (MOU) FOR SKLL DEVELOPMENT PROGRAMME

BETWEEN



MARY MATHA ARTS & SCIENCE COLLEGE

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

&



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the Thirtieth of August Two Thousand Twenty One (30/08/2021)

BETWEEN

MARY MATHA ARTS & SCIENCE COLLEGE, MANANTHAVADY

The First Party represented herein by its PRINCIPAL, AND COMPUTER SCIENCE DEPARTMENT HoD (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).

AND

SOFTRONICS, 2ND FLOOR, MANIYATTUKUDI ASFA BUILDING, MAVOOR ROAD, CALICUT the Second Party, and represented herein by its MANAGING DIRECTOR (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

MARY MATHA ARTS & SCIENCE COLLEGE, MANANTHAVADY

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B) Second party a talent development company named:

SOFTRONICS, 2ND FLOOR, MANIYATTUKUDI ASFA BUILDING, MAVOOR ROAD, CALICUT



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

CLAUSE 1 CO-OPERATION

1. 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.
2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of both parties thus providing significant inputs in developing suitable teaching / training systems, keeping in mind the needs of the industry.
3. 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 of 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.



CLAUSE 2 SCOPE OF THE MoU

1. The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
2. **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
3. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
4. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
5. **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
6. There is no financial commitment on the part of the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.
7. Both Parties to obtain all internal approvals, consents, permissions of whatsoever nature required for offering the Programs on the terms specified herein



CLAUSE 3 VALIDITY

1. This Agreement will be valid up to three years until it is expressly terminated by either Party on mutually agreed terms, during which period **SOFTRONIICS**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner SOFTRONIICS** the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

- 4.1 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.

CLAUSE 5 INTELLECTUAL PROPERTY

- 5.1 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.



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 ~~CALICUT~~ WAYANAD.

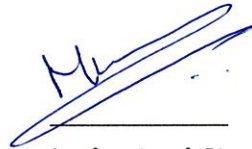
AGREED:

For **MARY MATHA ARTS & SCIENCE COLLEGE**

For **SOFTRONIICS**

**MANANTHAVADY
WAYANAD**

**2ND FLOOR, VINAYAKA BUILDING,
VELLAN STREET, SHESHADRI NAGAR,
SULTHANPET, PALAKKAD**


Authorized Signatory
Dr. THOMAS MONOTH
Head, Dept. of Computer Science
Mary Matha Arts & Science College
Vemom P.O., Mananthavady-670645
Wayanad, Kerala, tmonoth@yahoo.com

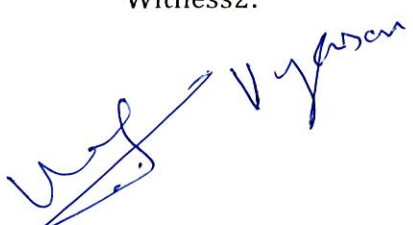
Authorized Signatory

Name of the Institution	Name of the Industry
MARY MATHA ARTS & SCIENCE COLLEGE	SOFTRONIICS,
Address: MANANTHAVADY	2ND FLOOR, MANIYATTUKUDI ASFA BUILDING, MAVOOR ROAD, CALICUT
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E-mails:	E-mails : info@softroniics.com
Web: https://marymathacollege.ac.in/	Web: https://softroniics.com/

Witness1:


JISHA TE

Witness2:


V. Jayaram




Principal
Mary Matha Arts & Science College
P.O. Vemom, Mananthavady-670 645