

Memorandum of Understanding between

Jubilee Mission Medical College and Research Institute,
Bishop Alappatt Road, Jubilee Mission P O, Thrissur, Kerala 680005, India

and

Sahrdaya College of Engineering & Technology,
P.B No.17, Kodakara, Thrissur, Kerala 680685, India

This Memorandum of Understanding (herein after referred to as MoU) is made on the 8th Day of December, 2016 between, Director, Jubilee Mission Medical College and Research Institute, Bishop Alappatt Road, Jubilee Mission P O, Thrissur, Kerala 680005, India the global futuristic healthcare conglomerate; hereafter referred to as "**Jubilee Mission**" on one part and, Executive Director, Sahrdaya College of Engineering & Technology, Kodakara, Thrissur, managed by Irinjalakuda Diocesan Educational Trust, Irinjalakuda, mentioned hereafter as "**Sahrdaya**", on the other part as partners.

WHEREAS both **Jubilee Mission** and **Sahrdaya**, herein after called 'Parties', desires to plan and carryout programme for promoting Medical-Engineering interaction, herein referred to as "Programme", jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Programme.

WHEREAS **Jubilee Mission** and **Sahrdaya** agree to enter into a MoU with the terms as follows.

OBJECTIVES OF JUBILIEE MISSION-SAHRDAYA PROGRAMME

The major objectives for which the parties associate with each other are:

- a. To facilitate academic and research interactions among stakeholders of both Institutes.
- b. To create an ecosystem in both the campuses, this promotes to develop Indigenous affordable healthcare solutions.
- c. To share ideas and implement methods, for promotion of Research, Innovation and Skill development among the stakeholders of both the parties.
- d. Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.
- e. To enable healthcare projects from sahrdaya to access towards the Ethical committee constituted by Jubilee Mission.
- f. To enable the use of laboratories and test facilities in Sahrdaya on a preferential basis by Jubilee Mission and vice versa to conduct various tests/analysis that are pre approved and mutually agreed in writing.
- g. To provide opportunity for eligible students from undergraduate, graduate, and research scholars of Sahrdaya to undertake hospital training and projects at Jubilee Mission for mutual benefit.
- h. To conduct joint/collaborate research and consultancy. In case of such joint external consultancy, the income generated will be shared based on mutual agreement set forth for each separately.
- i. To organise national/international seminars or conferences of common interest jointly at campuses of any of the parties

THE PROGRAMME

This MoU is to formalize joint programme activities that will help to establish a mutually beneficial relationship built on academic, scientific and technological cooperation which include Faculty exchange, research, Innovation, consultancy, Entrepreneurship Development, promotion of healthcare quality standards, internship ,training programs for stakeholders and creation of a Centre of Excellence in healthcare technological

advances for continued industry- institute interface and interaction. The following activities are indicative of the types contemplated through this joint programme :

RESEARCH-ENTREPRENEURSHIP PARTICIPATION & COLLABORATION

1. Visits of stakeholders of **Jubilee Mission** to **Sahrdaya** and vice versa for consultations, meetings, workshops, short courses, and research participation will be encouraged and facilitated.
2. Encourages Joint Research projects and Innovation development among both the institutes and its stake holders.
3. In connection with research projects, use of laboratories and test facilities in Jubilee Mission on a preferential basis by Sahrdaya and vice versa; the expense towards the usage will be managed from the concerned projects itself.
4. Entrepreneurship Initiatives from stakeholders of Jubilee Mission will be supported with Incubation space in Sahrdaya Technology Business Incubator on a preferential basis.
5. Healthcare related projects from Sahrdaya will be permitted to access the expertise of Ethical committee constituted by Jubilee Mission

STUDENT INTERNSHIPS AND TRAINING

Biomedical Engineering Students of Sahrdaya will be encouraged to take advantage of the opportunities that exist at Jubilee Mission facilities to understand healthcare technology, clinical research and development, hospital management and marketing. Participation in programme that allow students to gain valuable experience & training as interns will be encouraged. However Jubilee Mission will have no obligation to hire the student interns from Sahrdaya.

Students of Jubilee Mission will be encouraged to take advantage of the opportunities that exist at Sahrdaya facilities to understand technological advancements, collaborative research, hackathons and entrepreneurship opportunities. Participation in programs that allow students to think out of the box will be encouraged.

FACULTY EXCHANGE AND CONSULTANCY

It is highly encouraged to share faculty and skill expertise of both the institutes for mutual benefit. Sharing Sahrdaya's Engineering domain expertise as well as Jubilee Mission's clinical domain expertise will help both the institutes to create an innovative culture. This may result in development of several Indigenous Healthcare affordable solutions.

IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme **Jubilee Mission** and **Sahrdaya** also agree that:

- a. The interaction between **Jubilee Mission** and **Sahrdaya** will be implemented by creating a Coordination Cell both at **Jubilee Mission** and **Sahrdaya**.
- b. Each such cell will be headed by an employee nominated by the respective Head of institution who shall be designated as Network Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- c. **Jubilee Mission** and **Sahrdaya** will constitute a Network Coordination Committee (NCC) for regular monitoring of the activities and achieving the set targets. The Committee will meet at least once in four months and review the progress.
- d. If the activities could result in the form of publication/patent then the IPR (Intellectual Property Rights) will be with both the institutes with due percentage share agreed upon each such products/publications/patents.
- e. Notwithstanding this MoU, **Jubilee Mission** and **Sahrdaya** will sign separate agreement for specific projects. Prior to undertaking of such projects mentioning the resource involvements regarding manpower, time and facilities etc.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Jubilee Mission and **Sahrdaya** also agree that they will abide by the non-disclosure of any confidential information exchanged during the Programme.

FINANCE

Regarding the financial arrangements connected with the implementation of the project herein stated, **Jubilee Mission** and **Sahrdaya** further agree that

- a. Both the institutions will make use of only the services of the existing employees throughout the implementation process of the Project, and both the parties will not be under any obligation to hire more than the existing employees for the project purpose.
- b. Both the parties to this MoU will utilize only the existing infrastructure for industry-academic interaction arrangement stated herein, and neither of the parties will be under obligation to add to the presently available infrastructure for the purpose of the project.

INDEMNITY

Both parties hereby indemnify and shall keep the other party and their respective officers and employees indemnified and protected from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

DURATION

This MoU will be active for a period of Ten years from the date of this MoU provided that NCC should meet atleast two times an year and it can be extended for further period by mutual consent after evaluating the activities conducted.

TERMINATION

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.

JURISDICTION

All differences or disputes arising out of or in connection with this MoU, failing amicable settlement, shall be referred to arbitration in accordance with the arbitration and conciliation act, 1996 for the time being in force and the place of arbitration shall be at Thrissur, Kerala.

The two parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Programme.

IN WITNESS WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the day and year.

Executive Director, Sahrdaya College of Engineering & Technology, Thrissur
FOR AND ON BEHALF of Sahrdaya College of Engineering & Technology, Thrissur-680684

The Director, Jubilee Mission Medical College and Research Institute, Thrissur
FOR AND ON BEHALF of Jubilee Mission Medical College and Research Institute,
Thrissur-680005

WITNESS:

1. Member from **Sahrdaya**

2. Member from **Jubilee Mission**



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BM 719120

COLLABORATION AGREEMENT

This Collaboration Agreement is executed on this 27th day of March, 2017 ("Effective Date").

By and Between

Wipro GE Healthcare Private Limited, a company incorporated and existing under laws of India, having its registered office at No. 4, Kadugodi Industrial Area, Bangalore 560067, India (hereinafter referred to as "WGE" which expression shall, unless repugnant to the context shall mean and include its Affiliates, representatives, successors and permitted assign) as party of the **FIRST PART**;

AND

Sahrdaya College of Engineering & Technology an Educational Institute at Kodakara, P.B No 17, Thrissur, Kerala (herein after referred to as "SCET" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include it's Affiliates, successors and permitted assigns) as party of the **SECOND PART**.

WGE and SCET are hereinafter collectively referred to as the "Parties" and individually as "Party".



NO. 26711 Date 25. 3. 2017

Value of Rs. 100 Sold to

[Signature]

Wipro GE Healthcare
Institutions.
E. Lankulam.

Proprietary and Confidential



K.A. KRISHNAKUMAR
COMPVENDOR TRIPUNITHURA



കേരളം KERALA

BM 719121

Recitals

- A. WGE is, *inter alia*, engaged in the business of manufacture, design and distribution of medical imaging and diagnostic equipment including but not limited to educating its customers into various areas of medical equipment and applications;
- B. SCET is a pioneering institution in the field of education;
- C. WGE offers various educational courses for skill development and skill enhancement to students and/or healthcare professionals of any country worldwide through healthcare institutes set up in India on its own ("GE Healthcare Institute") and in collaboration with partners ("Healthcare Institute(s)") [hereinafter collectively referred as the "HCI(s)"]. WGE also offers online and offline training, observer ship and online/offline courses ("Training(s)") opportunities to the Participants (defined below) for hands on and/or practical learning for the Participants under supervision of qualified healthcare professionals through engagement with third parties for such Trainings at third party site.
- D. WGE intends to work with SCET to establish "Healthcare Institute(s)" (the "HCI") in India and further expand the network and develop skilled healthcare technical / support staff in India by offering mutually identified Skill Enhancement Course (the "Collaboration").
- SCET has agreed to set up the HCI at Sahridaya College of Engineering & Technology, Kodakara, P.B No 17, Thrissur, Kerala ("Site") with WGE and therefore, the Parties have mutually agreed to enter into this Agreement on the terms and conditions set out



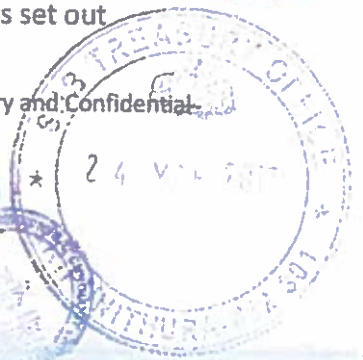
NO. 26712 Date 25.3.2017

Value of Rs. 100 Sold to

[Signature]

Wipro Healthcare Pvt. Ltd. Thrissur.

Proprietary and Confidential



K.A. KRISHNANAKUMAR
STAMPVENDOR TRIPUNITHURA

herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS AND CONSTRUCTIONS**

- 1.1. Unless otherwise specifically provided in this Agreement, the terms below, used in the singular or plural form, in both genders, when in capitalized initials, shall have the following meanings:
- 1.1.1 **"Affiliate"** in relation to a company shall mean any company which controls, is controlled by, or is under common control with, that company. A company shall be regarded as being in control of another company if, directly or indirectly, it owns more than twenty six percent (26%) of the voting share capital of the other company, it has the power to appoint at least half of the members of the board of directors of the other company or otherwise has the legal power to direct the general management of the that company.
- 1.1.2 **"Agreement"** means this Collaboration Agreement together with all annexures and schedules, as amended from time to time along with the NDA;
- 1.1.3 **"Applicable Law"** means any applicable laws, rules and regulations, including, but not limited to, any rules, regulations, guidelines, ordinances or other requirements of the Regulatory Authorities that may be in effect from time to time in relation to this Agreement;
- 1.1.4 **"Collaboration"** shall have the meaning as set out in Recital C;
- 1.1.5 **"Confidential Information"** means information that the Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure, should be treated as confidential by the Receiving Party, and includes, without limitation: (i) information relating to Disclosing Party's clients, services, and strategic plans; (ii) Disclosing Party's business policies or practices; (iii) technical, financial (pricing and quotation) or other technical or business information or trade secrets of Disclosing Party (whether or not marked as confidential); (iv) any proprietary information associated with the medical equipment of WGE; (v) identifiable patient information; and (vi) information received from third Parties that Disclosing Party is obligated to treat as confidential. Notwithstanding the foregoing, the Receiving Party shall have no obligations with respect to any information which (i) is or



Proprietary and Confidential



becomes publically available through no act of the Receiving Party in breach of this Agreement, (ii) was in the possession of the Receiving Party prior to its disclosure or transfer and the Receiving Party can so prove, (iii) is independently developed by the Receiving Party and the Receiving Party can so prove, and (iv) is received from another source without any restriction on use or disclosure;

- 1.1.6 **"Course"** means the list of courses in different fields as set out in Annexure I;
- 1.1.7 **"Course Material"** shall have the meaning as provided in Clause 3.1.3;
- 1.1.8 **"Defaulting Party"** shall have the meaning as set out in Clause 15.1;
- 1.1.9 **"Disclosing Party"** means the party disclosing the Confidential Information herein;
- 1.1.10 **"Effective Date"** shall mean the date mentioned above in the preamble;
- 1.1.11 **"Equipment"** means equipment identified by the Parties in the Plan in the agreed quantity to be procured by SCET as required for the Courses at HCI;
- 1.1.12 **"Executive Steering Committee" or "ESC"** means the committee set up as per Clause 5 herein;
- 1.1.13 **"Force Majeure"** shall have the meaning as set out in Clause 19.3.
- 1.1.14 **"GE Healthcare Institute"** shall have the meaning set out in Recital C;
- 1.1.15 **"HCI"** shall have the meaning as set out in Recital C;
- 1.1.16 **"Intellectual Property Rights"** shall have the meaning set out in Clause 9.1;
- 1.1.17 **"Letter"** shall have the meaning set out in Clause 2.2;
- 1.1.18 **"NDA"** means the Non-Disclosure Agreement dated [17th February 2017] executed by the Parties;
- 1.1.19 **"Non-Defaulting Party"** shall have the meaning as set out in Clause 15.1;
- 1.1.20 **"Participant(s)"** means the students/candidates who will enrol for the Courses in HCI;
- 1.1.21 **"Plan"** means the plan for marketing, development, identification of site, equipment, cost, revenue structure, operations and other details as required for the Courses at the HCI under the Collaboration, prepared mutually by both the Parties and annexed to the Letter in the format as set out in Annexure II;
- 1.1.22 **"Policies"** shall have the meaning set out in Clause 18.1;
- 1.1.23 **"Regulatory Approval"** means the permissions, license or consent from the Regulatory Authorities for the Collaboration as per Applicable Law;



- 1.1.24 **"Regulatory Authorities"** means any applicable national, regional, state, provincial or regulatory agencies, departments, commissions, councils or other national advisory bodies;
- 1.1.25 **"Receiving Party"** means the Party receiving the Confidential Information herein;
- 1.1.26 **"Site"** shall have the meaning set out in Recital E;
- 1.1.27 **"Skill Enhancement Course"** shall mean the courses listed under the category of skill enhancement course in Annexure I and as amended from time to time;
- 1.1.28 **"Sub-Contractor"** shall have the meaning as set out in Clause 12.1;
- 1.1.29 **"Term"** means the duration of this Agreement as agreed by the Parties under Clause 13.1;
- 1.1.30 **"Training Equipment"** shall mean the equipment for simulation laboratory excluding any consumables agreed by the Parties in the Letter to be installed at HCI by WGE as per Clause 4.7 herein;

2. SCOPE OF THE AGREEMENT

- 2.1 The Parties have agreed to execute this Collaboration with the primary objective of establishing a the HCI at the Site. The HCI will primarily focus on providing education and training to Participants enrolled in such HCI and train them to become skilled healthcare technical / support staff or to enhance their existing technical skillsets including leadership skills. The Courses offered by HCI will be Skill Enhancement Course.
- 2.2 The Parties agree to establish the HCI at the Site and will be named **"GE Healthcare- SCET Centre for Academic Excellence"**. The education and training program shall require practical training experience to be provided to the enrolled Participants. The Parties shall provide such training at HCI and through existing and future arrangements of SCET with hospitals and other appropriate clinical training sites mutually identified by the Parties in the Plan, for the Term of this Agreement.
- 2.3 Unless otherwise agreed specifically in writing by the Parties, in the event of a conflict between the terms of this Agreement and any of the annexures, letters and schedules, the terms of this Agreement will prevail.

3. OBLIGATIONS OF PARTIES

Parties shall contribute and fulfill the following obligations under the Collaboration for the purpose of establishing HCI at the Site:

3.1 WGE's Responsibilities:

- 3.1.1 WGE will conduct market research and based on the result of such market research will identify the areas on which courses are to be offered by HCI to the Participants. WGE shall identify the portfolio of courses to be offered to the Participants under each HCI and such courses will be designed by WGE with its expertise and knowledge in the healthcare sector. WGE, in consultation with SCET has finalized the Courses listed in Annexure I which may be amended from time to time. For the purpose of establishing the HCI, WGE shall identify new courses, if any, in the Plan.
- 3.1.2 WGE shall finalize the cost structure and modes of payment for each of the courses conducted at HCI. This cost structure can be changed, as mutually agreed between the Parties.
- 3.1.3 WGE shall develop the Course along with its curriculum for the purpose of offering these Courses to Participants in HCI (the "Course Material"). Creation of Course and its content by WGE shall include the following:
- a) Getting reviews on curriculum and content from experts within WGE and its Affiliates as well as outside consultants engaged by WGE for the said purpose;
 - b) Identifying key learning objectives and competencies achieved for each Course;
 - c) Developing trainer's and Participant's manuals for each of the Courses;
 - d) Developing lecture aids like simulations, role play, case study etc. wherever applicable; and
 - e) Interactive sessions with global experts through webinars and conferences wherever applicable.
- 3.1.4 In the event, SCET determines that Course Material is required to be modified to comply with any regulatory requirements under Applicable Law, the Parties shall agree to modify the Course Material at a cost agreed between the Parties under the Plan.
- 3.1.5 WGE will conduct the Skill Enhancement Courses at the place to be identified by SCET inside the University for the students at agreed fees as set out in Annexure III. These Skill Enhancement Courses will be offered in a planned manner as per availability to SCET students along with any participants mobilized by SCET. Students and or participants mobilized by SCET attending the Skill Enhancement Course shall register and enroll at GE Healthcare Institute as per the Education Terms and Conditions. The Parties agree that WGE shall offer the Skill Enhancement Courses in a planned program mode as per availability at the GE Healthcare Institute during the Term of this Agreement.
- 3.1.6 WGE shall develop a marketing campaign in discussion and agreement with SCET ensuring that the Parties can achieve maximum reach within India through the channels and resources of SCET. WGE will support SCET in development of marketing collaterals, brochures and other marketing material.



- 3.1.7 WGE shall provide expert trainers for selected modules of Skill Enhancement Course to be conducted at HCI as mutually agreed by the Parties.
- 3.1.8 Subject to the terms of Clause 4.7, WGE shall provide the Training Equipment for simulation lab for the HCI as agreed in the Annexure 3. Any other equipment required for the simulation lab or HCI to be functional including consumables shall be procured by SCET as per Clause 3.2.1.
- 3.2 SCET Responsibilities:**
- 3.2.1 SCET shall develop a plan for providing infrastructure facilities required for the purpose of running HCI and such facilities shall be identified in the Plan. These facilities at HCI shall include classrooms, laboratories or any other infrastructure requirement for the HCI as agreed by both parties. These facilities will be owned by SCET or any of its Affiliates. SCET shall prepare the Plan in compliance with WGE environment, health & safety guidelines to set up HCI. SCET shall:
- a) Identify HCI and layout design as per mutual agreement between the parties;
 - b) Enter into necessary arrangement with its Affiliate to procure sufficient rights, title and interest for using facilities at HCI which is owned by its Affiliate ensuring that the site is available for the purpose of Collaboration during the Term of this Agreement;
 - c) Develop electrical, information technology, fire safety and other relevant plans for the institute; and
 - d) Obtain approvals and requisite licenses from Regulatory Authorities required under Applicable Law to establish the HCI.
- 3.2.2 SCET shall at its own cost procure the facility at HCI with required space for conducting the Courses and ensure that all required Equipment are available in classroom and laboratories for these Courses. SCET shall:
- a) Identify and procure Equipment from WGE for the purpose of providing the Course at HCI. WGE shall install the necessary equipment's at the HCI retaining the ownership titles, however, the consumables required for the training shall be purchased and made available at the HCI by SCET.
 - b) Develop adequate infrastructure at HCI for conducting Courses listed herein and any other courses agreed by the Parties as per the Plan;
 - c) Provide and ensure that hospital and diagnostic center or other sites provide the facility including classroom and laboratories for observer-ship and live hands on experience for participants under existing or future engagements with SCET during the Term of this Agreement;



- d) Procure all Regulatory Approvals required for the purpose of use of Equipment during the Term of this Agreement.
- 3.2.3 SCET shall support the operations at the HCI ensuring smooth functioning of the facility for providing Courses at HCI by:
- a) Provision of utilities, cafeteria, washrooms, etc.; and
 - b) Housekeeping and security.
- 3.2.4 SCET will leverage its channels for mobilization of participants for all Courses to be conducted in HCIs. SCET shall also mobilize participants for the Skill Enhancement Courses conducted by WGE at the HCI.
- 3.2.5 SCET will provide administrative support at the facility by providing center manager for managing operations of HCI.
- 3.2.6 SCET agrees that it may later require medical equipment for its institutions across India. WGE is engaged in the business of manufacturing, selling or distributing medical equipment, as listed on GE website, in India. SCET agrees that for supply of the medical equipment (sold/distributed by WGE in India) required at SCET, WGE shall have the first right of refusal. For every purchase SCET shall share the details of specifications along with other details of supply related to the medical equipment first with WGE. WGE shall confirm within thirty (30) days and share the product quotation with SCET. In the event, WGE rejects the proposal or for any reasons, is unable to supply the required equipment in the time period agreed by the Parties, SCET may procure the equipment from any third party. SCET agrees to not procure the medical equipment (sold/distributed by WGE in India) at different/more favorable terms and conditions than the terms proposed to WGE pursuant to its right of first refusal herein.

4. REGULATORY APPROVAL AND EQUIPMENT LICENSE

- 4.1 The Regulatory Approvals shall be applied for and obtained by SCET for the HCI as per the requirement under Applicable Law.
- 4.2 For purposes of obtaining the Regulatory Approval for HCI, SCET shall procure and provide all required documents pertaining to the site and along with all details of facilities and infrastructure provided by SCET or its Affiliates under the Collaboration herein.
- 4.3 The Regulatory Approval required for the purpose of establishing and offering Courses in India will be obtained in such HCI name and manner as may be mutually agreed in writing by the Parties in the respective Plan.



- 4.5 To facilitate the grant of Regulatory Approval for Courses WGE agrees to extend all necessary assistance and support, including without limitation provision of necessary documents and/or data to respond to questions and potential enquiry or visits organized by the Regulatory Authorities.
- 4.6 WGE may, at its sole discretion, for the purpose of training the Participants of the Course, in addition to the agreed list of Equipment in the Plan, at no additional cost provide the Training Equipment at HCI having required amenities, safety and power supply as specified by WGE, for installation of the Training Equipment.
- 4.7.1 SCET agrees that this Agreement does not intend to nor deems to transfer the title over the Training Equipment to SCET and WGE is and continues to be the sole and exclusive owner of the Training Equipment provided by WGE under the Agreement.
- 4.7.2 SCET further agrees and undertakes that SCET shall not, on its own or cause any third party to with respect to Training Equipment provided by WGE under this Clause 4.7.2:
- a) create any charge, hypothecation, lien or third party right or interest over the Training Equipment;
 - b) use the Training Equipment in any manner which is not in accordance with the terms of this Agreement or for any purpose other than the Collaboration; and
 - c) lease, rent, sell or in any manner transfer or part with possession (save returning the Training Equipment to WGE) of the Training Equipment;
- 4.7.3 SCET agrees and undertakes that the Training Equipment shall be serviced and maintained exclusively by WGE and SCET shall not allow any third party to service, repair or operate the Training Equipment.
- 4.7.4 During the validity of this Agreement, WGE shall free of cost service and repair the Training Equipment except in cases of any damage is caused to the Training Equipment due to wrongful operation or negligence by SCET employees or officers in which case the cost of repair shall be borne by SCET.
- 4.7.5 SCET agrees and undertakes that the Training Equipment shall be used only at the site where the same is installed by WGE and further that the Training Equipment shall only be used and operated by SCET employees and / or by Participants for the purpose of this Collaboration.
- 4.7.6 In case the use of the Training Equipment is regulated by Pre-Conception and Pre-Natal Diagnostic Techniques (PCPNDT) Act, 1994 ("PCPNDT"), the Training Equipment will be delivered only against submission by SCET to WGE of appropriate PCPNDT registration



certificates along with affidavits to be issued in form and substance acceptable to WGE and SCET undertakes that the Training Equipment shall at all times be used only in strict compliance with all requirements of PCPNDT and other Applicable Law.

- 4.7.7 SCET and its employees, agents shall comply with all provisions of PCPNDT and rules made thereunder including, but not limited to, those related to necessary intimations to be sent to the relevant Regulatory Authority under PCPNDT and requirement of appropriate consent forms.
- 4.7.8 SCET shall immediately and forthwith inform WGE of any change in its management and ownership and stop use of the Training Equipment, under intimation to the Regulatory Authority under PCPNDT.
- 4.7.9 Prior to returning the Training Equipment to WGE, SCET shall ensure the complete and irrevocable deletion of any and all information that may have been stored in the Training Equipment, or any of its accessories provided hereunder. Such deletion shall be completed in accordance with user instructions provided by WGE. In the event SCET is unable for technical reasons to complete the deletion, SCET shall provide immediate notice of this to WGE. At SCET's written request and instructions, WGE staff shall issue written technical instructions and/or assist with the deletion of the data with SCET.

5. RELATIONSHIP OF PARTIES

- 5.1 At all times in providing the Support, SCET and WGE shall act on a principal to principal basis only. Nothing in this Agreement constitutes or may be deemed to constitute a relationship of principal and agent, employer and employee, partnership or joint venture between the Parties hereto or any subsidiary, parent, holding company or affiliate thereof.
- 5.2 SCET and its employees, personnel, agents, contractors etc. shall have no authority or right to bind WGE in any manner. Further, the employees and personnel of SCET shall be employed by SCET and shall be governed by the terms of SCET employment of them and SCET shall at all times be solely responsible and liable for and in respect of such employees and personnel.

6. FUNDING, REVENUE AND EXPENSES

- 6.1 WGE's fee for conducting the course at the HCI shall be fixed amount per Participant attending the Course offered at the Site. Further, WGE's fees to conduct Courses at Site shall be fixed amount during the Term as set out in Annexure III ("Fees") exclusive of taxes, if any. Parties agree that Fees shall not be revised during the Term of the Agreement for any reason.



- 6.2 In the event, any additional expenditure is incurred by WGE for the purpose of providing the Services, WGE shall obtain prior written approval of SCET and such expenditure shall be reimbursed to WGE on actuals upon submission of required receipts. WGE agrees to submit any supporting documents required for the purpose of reimbursing these additional expenditures. Fees will be payable monthly by SCET to WGE and invoices shall be submitted to WGE within seven (7) days after completion of every calendar month providing detail of activities performed (in the invoice). SCET will be responsible for all charges, costs and fees incurred as a result of WGE performing its obligations, rendering its Services, and providing deliverables hereunder. SCET shall make payment within ten (10) days after receipt of an invoice from WGE. No fees for any additional services shall be due unless such services and Fees are agreed to in writing by SCET prior to WGE's performance thereof.
- 6.3 In the event that SCET disputes any invoice submitted, SCET shall provide written notice to WGE within fifteen (15) days of the invoice received detailing the nature and specific circumstances surrounding such dispute. Both Parties shall resolve the dispute within thirty (30) days and SCET shall make payment, not later than thirty (30) days, after resolution of such dispute.
- 6.4 SCET shall be responsible to pay for all taxes, central, state or local, together with all governmental filing related thereto, which arise out of the conducting the course hereunder, or which arise as a result of Fees paid hereunder.
- 6.5 The Parties acknowledge that the fees agreed herein may change due to change in applicable tax and the Parties further agree and accept that any subsequent increase in any of the duties, levies or taxes or any rates thereof, including any new duties, levies or taxes (such as GST) imposed by the Government, after the Effective Date will also be payable additionally by the Party responsible to pay such taxes.

7. PLAN

Parties agree to develop a Plan for the purpose of establishing a the HCI in India and contribute as per the obligation of each Party set out in Clause 3 hereinabove. SCET undertakes to obtain all Regulatory Approvals required for the purpose of establishing the HCI under Applicable Law.

8. CONFIDENTIALITY AND USE RESTRICTION

- 8.1 Parties have entered into a NDA and this Clause 8 shall be in addition to the provisions of NDA. In connection with the Agreement, each Party may disclose, make available or provide

access to its Confidential Information ("**Disclosing Party**") to the other Party ("**Receiving Party**"). Receiving Party shall only use Confidential Information for the limited express purpose of this Agreement. Except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to the Disclosing Party to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent), Receiving Party shall not disclose any Confidential Information to any third party without the prior written consent of Disclosing Party. Receiving Party shall at all times maintain confidentiality of Confidential Information and shall take all reasonable security precautions (and in any event at least as great as the precautions Receiving Party takes to protect its own comparable confidential information) to keep confidential and protect the Confidential Information from unauthorized access and use. References to Receiving Party or Disclosing Party shall be deemed to include the respective Affiliates.

8.2 Rights and Remedies -

- a) **Notification.** Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of any Confidential Information or Course Materials, or any other breach of this Agreement, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information or Course Materials and prevent their further unauthorized use.
- b) **Return of Confidential Course Materials and Confidential Information.** At Disclosing Party's request, Receiving Party shall promptly return all originals, copies, reproductions and summaries of Confidential Information or Course Materials, at Disclosing Party's option, and certify destruction of the same.
- c) **Injunctive Relief.** Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure or use of the other Party's Confidential Information or Course Materials and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

9. INTELLECTUAL PROPERTY

- 9.1 All Course Material created by WGE, its employees, agents or subcontractors will be the sole and exclusive property of WGE and WGE shall have all right, title and interest, including ownership of all intellectual property rights therein including trademarks, trade secrets, copyrights, database rights and patents, if any, in Course Material ("**Intellectual Property Rights**"). Parties agree that during the term of this Agreement the Course Material designed and developed by WGE for HCI will be used by SCET solely under this Collaboration and for no other purpose



9.2 Parties agree that the name of HCI along with any goodwill associated with these names will be jointly owned by WGE and SCET. Each Party covenants that neither Party nor any of its Affiliates shall use the name nor make any attempt without prior written consent of the other Party to register the names as trademarks under Applicable Law or obtain any right, title or interest in the joint name of HCI. Each Party and its Affiliates shall not, while this Agreement is in effect or thereafter, attempt to obtain any right in, or use any trademark or name that is identical with or confusingly similar to, or is a derivative or abbreviation of, any of the HCI joint name.

9.3 The Parties agree that use of Course Material prepared by WGE shall be restricted for the purpose of the Collaboration. WGE can use the Course Material with other parties. Any unauthorized use of Course Material by SCET for the purpose of or in collaboration with any third party without written consent of WGE shall be considered to be a material breach of this Agreement.

10. PROMOTION

10.1 Parties hereby agree to the use of their respective name, trade name, symbol, or abbreviation, namely SCET and GE, for the purposes of Collaboration under this Agreement, and in a manner approved in writing by concerned Parties for any such use. In addition to what has been stated above, in the event any name, trade name, abbreviation or symbol owned by Parties or any of its Affiliates is used such use has to be governed by the branding guidelines of respective Party or its Affiliates. The use of GE name shall be approved as per the GE brand guidelines by WGE or any of its employees or officers.

10.2 Parties agree that during the term of this Agreement the promotion material designed and developed by WGE for HCI will be used by SCET solely under this Collaboration and for no other purpose.

10.3 Each HCI shall be established in the manner as may be agreed in writing by the parties for each HCI in the Plan. All rights and title including any goodwill generated for the name will be jointly owned by the Parties as set out in Clause 9.2 hereinabove.

10.4 SCET agrees that pursuant to Clause 3 herein, any marketing or advertisement activity conducted by SCET shall be restricted to the scope of this Agreement and such marketing or advertisement/promotion collaterals used by SCET shall be pre-approved or designed by WGE. SCET shall not modify any of the collaterals without prior written consent of WGE and shall not make any representation to prospective participants or students outside the scope of this Agreement. SCET agrees that any breach of this Clause 10.4 shall be construed as

material breach of this Agreement and any liability related to such breach shall be the sole liability of SCET.

11. REPRESENTATION AND WARRANTIES

11.1 Each Party warrants to the other that it shall have and maintain appropriate/applicable licences, approvals, permits, certifications and the like necessary to lawfully perform its obligations under this Agreement.

11.2 Each Party represents to the other that it has the necessary right and authority to enter into this Agreement and to the best of its knowledge, it is not party to any agreement which would prevent it from fulfilling its obligations under this Agreement. SCET agrees that during the term of this Agreement, it will not enter into any agreement to partner or to provide services which would in any way prevent it from partnering in the Collaboration contemplated under this Agreement or resulting into conflict of interest.

11.3 SCET hereby represents and warrants that:

- a) it has the title and/or right to use HCI for the Term of this Agreement as HCI for the purpose of Collaboration under this Agreement;
- b) use of HCI for the purpose of this Agreement will not infringe the valid intellectual property rights of any third party;
- c) there is no claim or litigation pending, or, threatened, concerning any infringement or alleged infringement of any third party's valid and enforceable intellectual property rights in relation to the Collaboration under this Agreement;
- d) that the establishment of HCI will be conducted in compliance with Applicable Laws and with the standard of care. WGE and SCET Policies will be used in conducting the Course at agreed HCI, unless otherwise specifically stated in the Agreement. SCET further represents and warrants that HCI has not been debarred or blacklisted under Applicable Law and that it holds all appropriate and required licenses, approvals and authorizations for the purpose of conducting the Course for HCI at site. Site will not employ any person or entity that has been so debarred to perform any services as required under this Collaboration;
- e) SCET has obtained and will continue to maintain all required Regulatory Approvals for the purpose of setting up HCI at the agreed HCI including but not limited to AICTE, if required, approval for the HCI; and
- f) SCET agrees that if required for the purpose of training, SCET will be responsible for entering into required arrangement with hospitals, diagnostic centres and other training sites to procure sufficient rights, title and interest for using the site to train the Participants during



the Term of this Agreement. SCET will ensure that such site is available for the purpose of this Collaboration during the Term at the sole cost and expense of SCET.

12. SUB CONTRACTORS

- 12.1 SCET shall enter into agreements with sub-contractors for the purpose of arranging the infrastructure and providing facilities to conduct the Courses at HCI (collectively, "**Sub-Contractors**"). SCET agrees that any of the obligations set out in Clause 3 shall be performed either by SCET or Sub-Contractors and SCET shall always remain responsible to WGE for performance of obligations through its Affiliates or Sub-Contractors. For avoidance of doubt, WGE shall have no direct obligations and therefore no liability towards such Sub-Contractors.

13. TERM AND TERMINATION

- 13.1 This Agreement shall be valid for five (5) years from the Effective Date, and thereafter for such periods of time as may be mutually agreed by the Parties in writing ("**Term**"). If the Parties are unable to agree upon the terms and conditions for the renewal of the Agreement at least thirty (30) days prior to the expiry of the Term, Agreement will be deemed automatically terminated.
- 13.2 Parties may mutually agree to fully or partially (for particular HCI) terminate this Agreement for any reason by giving 3 months' notice from other side.
- 13.3 This Agreement may be terminated with immediate effect by written notice given by a Party (hereinafter referred to as the "**Terminating Party**") to the other Party in the event that any of the said other Party (hereinafter referred to as the "**Defaulting Party**"):
- (a) commits a breach of terms and conditions of this Agreement, and where the breach is capable of being remedied, fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof by the Terminating Party; or
 - (b) commits a breach of terms and conditions of this Agreement, and where the breach is not capable of being remedied, immediately upon receipt of the written notice issued in respect thereof by the Terminating Party; or



- (c) becomes insolvent, files for any form of bankruptcy, goes into liquidation or is put under judicial management, makes any assignment for the benefit of creditors, has a receiver, administrative receiver, official liquidator, provisional official liquidator or officer appointed over the whole or a substantial part of its assets, ceases to conduct business or sells its business to another person, or a winding up petition is admitted against it or an act equivalent to any of the above occurs under the laws of the jurisdiction of the Defaulting Party.

14. CONSEQUENCES OF TERMINATION

- 14.1 In the event of partial termination for identified HCI, the Parties shall continue to perform their obligations under the Agreement with respect to the other HCIs set up herein.
- 14.2 In the event of termination of this Agreement both the Parties shall promptly:
- (a) Stop all activities as under the Collaboration for each HCI and further stop any use of any trade names or trademarks and remove them from all buildings and sites used for the purpose of the Collaboration; and
 - (b) Return to WGE all WGE provided or owned records and data in possession of SCET including but not limited to Confidential Information and Course Material and documents relating to the marketing, sales, and conduct of classroom sessions.
- 14.3 The termination or expiration of this Agreement shall not in any way affect the rights and obligations of the Parties under the following clauses, all of which survive termination: Clause 8(Confidentiality and Use Restriction), 9 (Intellectual Property), 14 (Consequences of Termination), 15(Liability and Indemnity), 16(Limitation of Liability) and 17 (Governing Law and Dispute Resolution).
- 14.4 In the event of termination neither Party shall have the right to use the joint name of HCIs as agreed between the parties in terms of this agreement for any purpose or for the purpose of establishing similar institutes for offering healthcare related courses. Both SCET and WGE agree to forego their rights in the joint ownership of the name and any goodwill associated with it. In the event Parties register any trademarks under Applicable Law for the name as agreed mutually in terms of the agreement, then such trademark will be jointly owned by the Parties and in the event of termination neither Party shall have the right to use such trademark.



- 14.5 The Regulatory Approvals obtained by the Parties under this Collaboration shall be owned by the Parties who obtained it as per the provisions of this Agreement and in the event of termination Parties shall have the right to individually use the Regulatory Approvals for any other purpose.
- 14.6 In the event of termination or a notice of termination served by either Party, the Parties agree that no further Participants will be enrolled for the Courses in the HCI.
- 14.7 Notwithstanding anything stated under Clause 13 above, Parties agree that in the event of termination of this Agreement as per Clause 14 herein above it may cause inconvenience to the Participants enrolled for the Courses in the HCI. Therefore, Parties acknowledge that both Parties shall continue to perform their obligations under this Agreement until all Participants enrolled prior to the date of termination complete the Courses in HCI for which they have already enrolled. Parties agree to cooperate and ensure that training of Participants under a Course is conducted and completed in a timely manner ensuring compliance with this post termination obligation.

15. LIABILITY AND INDEMNIFICATION

- 15.1 The Parties hereby agree and acknowledge that the obligations of both the Parties under the Agreement and more specifically under Clause 3, 4 and 11 herein shall be vital elements in offering training Courses to Participants under the Collaboration. In the event of default or breach by a Party of its obligations under the Agreement ("**Defaulting Party**"), such default or breach shall have a material adverse effect on the business of offering training Courses to Participants in the HCI and may result into discontinuity of offering Courses under this Collaboration. In such event, Parties agree that any liability, loss or damage incurred or suffered by the other Party ("**Non Defaulting Party**") due to claims including third party claims related to the Courses offered by HCI shall be solely borne by Defaulting Party.
- 15.2 The Parties undertake that resolution and handling of any claims, actions or disputes made by Participants pertaining to the Courses at HCI including but not limited to refund of fees are the sole responsibility of Defaulting Party.
- 15.3 The Defaulting Party shall indemnify and hold and save harmless to the Non-Defaulting Party, its officers, Trustees, Members, Directors, employees and agents against all liabilities, losses, damages, claims, actions, costs, expenses (including reasonable attorney fees and legal costs) including third party liabilities, losses, damages, claims, actions, costs, expenses



(including reasonable attorney fees and legal costs) including third party liabilities, losses, damages, claims, actions, costs, expenses (including reasonable attorney fees and legal costs), whether under statute, contract, tort or otherwise, in respect of or arising from or in relation to:

- a) Breach of any conditions and obligations contained in this Agreement and/or representation and warranties;
- b) Any default or breach under Applicable Law; and
- c) Any default, gross negligence, wilful misconduct, actions or omissions of Defaulting Party or its Affiliates or any of their employees or officers.

16. LIMITATION OF LIABILITY

- 16.1 IN NO EVENT EITHER PARTY WILL BE LIABLE TO SCET AND VICE-VERSA FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT SCET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

17. GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1 The Agreement shall be construed and controlled by the laws of India. Any dispute, controversy, or claim relating to this Agreement (a "Dispute") will be resolved first through good faith negotiations between the Parties. The Parties shall attempt in the first instance to resolve the Dispute through friendly consultations. If the Dispute is not resolved through friendly consultations within twenty one (21) days or such extended time as mutually agreed between the Parties after issue of a dispute notice, the Dispute will become referable to arbitration by a panel of 3 arbitrators wherein each party shall appoint one arbitrator within 15 days from issue of dispute notice and the 2 appointed arbitrators shall jointly appoint the third arbitrator. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory re-enactment or modification for the time being in force. The venue and the seat of arbitration shall be Bengaluru only, India. Either Party shall be entitled to apply to the competent courts at Bengaluru, India for interim or interlocutory relief in respect of such arbitration. When any Dispute is under arbitration, except for the matters under Dispute the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under the Agreements during the pendency of the arbitration proceedings.

18. **COMPLIANCE AND BUSINESS PRACTICES**

- 18.1 Parties agree that under this Collaboration business through HCI will be conducted in an ethical manner. Parties will ensure that the directors, employees, contractors and agents comply with the policies, as may be agreed mutually between the parties, applicable to business under this Collaboration, including WGE policies on Improper Payments, Privacy, Complying with the Competition Laws, Fair Employment Practices and, Working with Governments, Conflicts of Interest and Money Laundering Prevention Policy in carrying out their responsibilities under this Agreement (collectively the "Policies").

19. **MISCELLANEOUS**

- 19.1 **Notices:** All notices required under this Agreement will be sent by a nationally recognized overnight courier. Notices will be deemed given on the date delivered to the recipient (it being agreed that the sender will retain proof of delivery). Notices will be sent to as follows:

If notice to **WGE**:

Attention: Mr. Marut Setia, Director Education and Professional Services

Address:

7th floor summit tower B

Wipro GE Healthcare

Brigade metropolis,

Mahadevapura

Bangalore 560048

Email: marut.setia@ge.com

If notice to **SCET**:

Attention: Rev. Dr. Joji Palamattath

Address: Sahrdaya College of Engineering & Technology,

Kodakara, P.B No 17, Thrissur, Kerala

Email: exedirector@sahrdaya.ac.in

Tel No: 0480-2759275

- 19.2 **Assignment:** Neither Party shall sell, assign, delegate, or otherwise transfer any of its rights or obligations hereunder without the prior written consent of other Party. Subject to these restrictions, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.



- 19.3 **Force Majeure:** Any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or acts of terrorism. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. If the delay lasts more than ninety (90) days, either Party may terminate this Agreement upon written notice.
- 19.4 **Modification and Waiver:** This Agreement may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both parties. To the extent that any term in any document, other than a writing signed by both parties that expressly purports to amend this Agreement, is contrary to, or conflicts with this Agreement, the terms of this Agreement shall control. A waiver by a party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this Agreement. The failure of a party to enforce, or the delay by a party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this Agreement.
- 19.5 **Severability:** If any part of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Agreement, unless the Agreement so construed fails to meet the essential business purposes of the parties as manifested herein.
- 19.6 **Relationship:** It is expressly agreed that the parties intend by this Agreement to establish between themselves the relationship of independent contractors. It is further agreed that a party has no authority to create or assume in the other party's name or on behalf of the other party, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of the other party for any purpose whatsoever. Nothing in the Agreement is intended or shall be construed as creating a partnership, joint venture or any other legal entity among the parties.
- 19.7 **Entire Agreement:** This Agreement (including all Schedules hereto) is intended by the parties as a final and complete expression of their agreement on the subject hereof, and supersedes any and all prior and contemporaneous agreements and understandings except the NDA. No other agreements, oral or otherwise, on the subject matter hereof shall be deemed to exist or to bind any of the parties.




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

Signed for & behalf of
Wipro GE Healthcare Private Limited

Name: Marut Setia (Authorised Signatory)
Title: Director Education and Professional Services

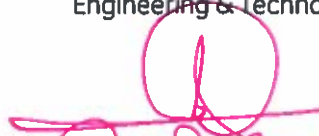
Witness:

1.) 
Nitin Joseph
Sales Specialist.
Wipro GE Healthcare
Institutions.

Signed for & on behalf of
Sahrdaya College of Engineering & Technology

Name: Rev. Dr. Joji Palamattath
Title: Executive Director, Sahrdaya College of Engineering & Technology

2.)


Rev. Dr. Joji Palamattath
Director
Sahrdaya College of
Engineering & Technology



ANNEXURE I
COURSE LIST

The following skill development & training courses shall be conducted:

	B.Tech Biomedical	B.Tech Biotechnology
2 nd year	Anesthesia Ventilator/Monitor	Introduction to Cellular Technologies
2 nd year	Ultrasound*	Protein Purification
3 rd year	X-Ray	Applications of Protein Purification and characterization
3 rd year	CT	
4 th year	MRI	Advanced Protein Purification and Genomics/cellular research
4 th year	Leadership and Development	Leadership and Development

*subject to PNDT approval







ANNEXURE II

PLAN

Execution Plan for B.Tech Bio-Medical

Execution Plan for 2017 (tentative)						
Year	Anesthesia Ventilator/Monitor	Ultrasound	X-Ray	CT	MRI	Leadership and Development
Final year	Jun-17	Jun-17	Jun-17	Jun-17	Jun-17	Jul-17
2nd year	Aug-17	Aug-17				
3rd Year	Aug-17	Aug-17	Sep-17	Sep-17		

Execution Plan for B.Tech Bio-Tecnology

Year	Introduction to Cellular Technologies & Protein Purification	Applications of Protein Purification and Characterization	Advanced Protein Purification and Genomics/cellular research	Leadership and Development
Final year	Jun-17	Jun-17	Jun-17	Jul-17
2nd Year	Aug-17			
3rd Year	Aug-17	Sep-17		

Note : Executed in batches of 30 students each (wherever required)



ANNEXURE III
FEEES FOR EDUCATIONAL COURSES AT GE HEALTHCARE INSTITUTE

Courses for Biomedical Engg.

B.Tech Bio- Medical

Package	Course	Target Audience	Semester	Duration	No. of Students	Price (to GE excluding 15% tax)
Standard Package	Anesthesia Ventilator/Monitor	2nd Year	3rd and 4th	8 days	60	INR 20000
	Ultrasound	2nd Year				
	X-Ray	3rd Year	5th and 6th	8 days	60	INR 20000
	CT	3rd Year				
	MRI	4 th Year	7th and 8 th	8 days	60	INR 20000
	Leadership and Development	4 th Year				
For Current 3rd year	Anesthesia Ventilator/Monitor	3rd Year	5th and 6th	8 days	60	INR 20000
	Ultrasound	3rd Year				
	X-Ray	3rd Year	5th and 6th	8 days	60	INR 20000
	CT	3rd Year				
For Current Final year	Anesthesia Ventilator/Monitor	4th Year	After 8th (Passing out batch)	14 days	50	INR 35000 (Combined Price)
	Ultrasound					
	X-Ray					
	CT					
	MRI					
	Leadership and Development					



[Handwritten Signature]



Courses for BioTechnology Engg.

B.Tech Bio-Technology						
	Course	Target Audience	Semester	Duration	No. of Students	
Standard Package	Introduction to Cellular Technologies & Protein Purification	2nd Year	3rd and 4th	5 days	50	INR 15000
	Applications of Protein Purification and Characterization	3rd Year	5th and 6th	5 days	50	INR 15000
	Advanced Protein Purification and Genomics/cellular research	4th Year	7th and 8th	7 days	50	INR 15000
	Leadership and Development					
For Current 3rd year	Introduction to Cellular Technologies & Protein Purification	3rd Year	5th and 6th	5	50	INR 15000
	Applications of Protein Purification and Characterization			5	50	INR 15000
For Current Final year	Introduction to Cellular Technologies & Protein Purification	4th Year (Passing out batch)	After 8th	14	50	INR 35000 (Combined Price)
	Applications of Protein Purification and Characterization					
	Advanced Protein Purification and Genomics/cellular research					
	Leadership and Development					

*All modules suggested here for Biotechnology department will include dedicated hands-on wet lab based trainings.

** A scholarship would be offered to 5 deserving students (both Biomedical and Biotechnology combined) per year of intake in SCET. These students will be nominated by SCET.



[Handwritten Signature]



Equipment List

Biomedical Engineering:

Equipment to be placed in the lab for the period of collaboration:

- AW Server (would need 15 dual screen computers from SCET) – With simulations for CT/ MRI workstations as well
- ECG Machines – 2
- Monitors - 2
- Anesthesia Machine – 1
- Ventilator – 1
- Ultrasound Machine (Subject to PNDT Approval)

*These equipment (except AW server) will be not for operational/clinical use but for explanation of components of the machines which is needed for the trainings

Biotechnology Engineering:

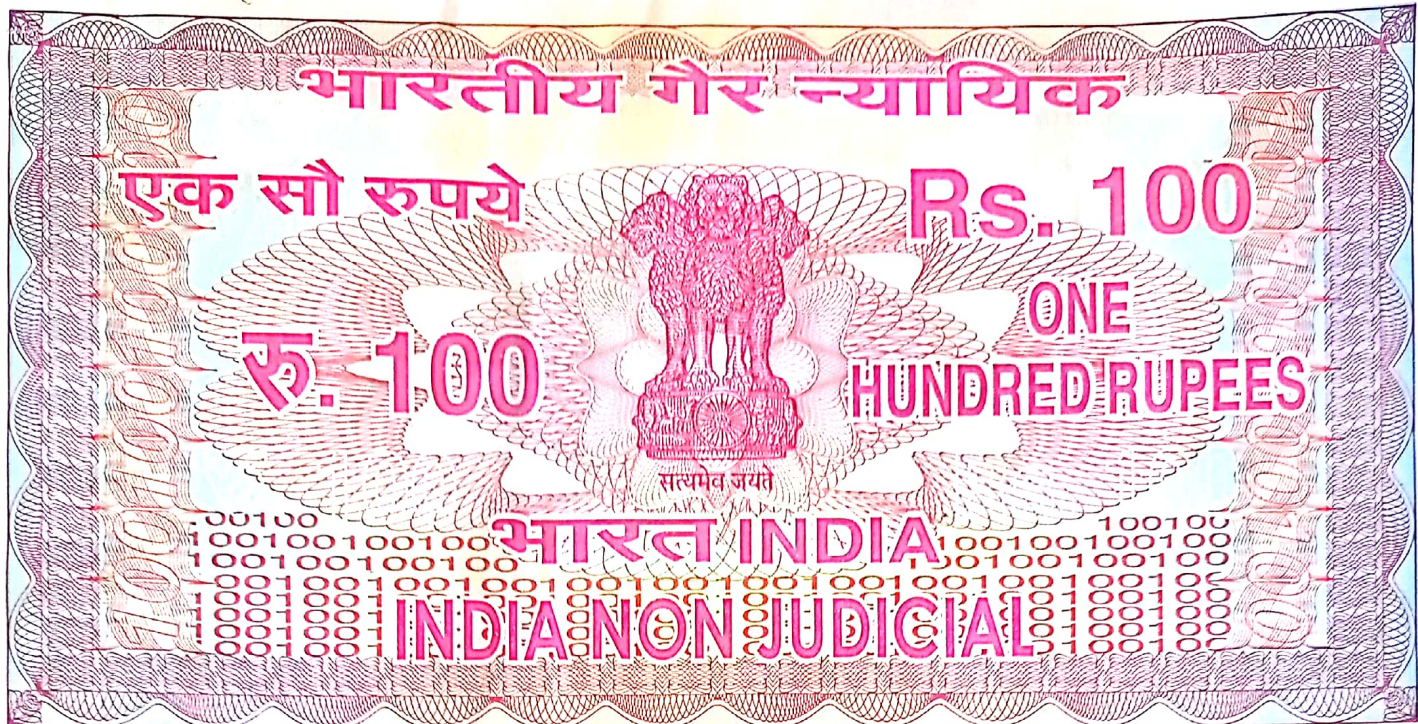
Equipment to be placed in the lab for the period of collaboration:

- AKTA Start chromatography system
- Software – UNICORN, SPR Analysis

To be brought in during executions:

- CRISPR- Cas 9 software
- 1 D Gel electrophoresis system (subject to availability of a GEL Doc system)





കേരളം KERALA

BM 403688

MEMORANDUM OF UNDERSTANDING

BETWEEN

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING (CDAC),
THIRUVANANTHAPURAM

AND

SAHRDAYA COLLEGE of ENGINEERING and TECHNOLOGY (SCET), THRISSUR

This Memorandum of Understanding (herein referred to as MoU) is made on the twenty second day of June 2017 (*Two thousand and seventeen*) between Centre for Development of Advanced Computing, Thiruvananthapuram (*herein after referred as CDAC(T)*), on one part and Sahrdaya College of Engineering and Technology (SCET), Thrissur (*herein after referred as SCET*) on the other part as collaborative institutions for improving the academic excellence and research capabilities of SCET by taking the state of the art technology available through CDAC(T), and for aiding the research capability of CDAC(T) through the academic strength of SCET.

Whereas, CDAC(T) is a premier R&D organization of the Ministry of Electronics and Information Technology (MeitY) Government of India for carrying out R&D in IT, Electronics and associated areas. CDAC(T) represents a unique facet working in close junction with

Sudeep
S. Sobhanakumar
SASTHAMANGALAM
VENDOR
S. SOBHANAKUMARI

12969
12/6/17
CDAC TVM



1. OBJECTIVES FOR COLLABORATION

The major objectives of the MoU are:

- a. To initiate joint research in the frontier areas of Professional Electronics and Embedded Systems and to establish advanced research facilities for academic research.
- b. To facilitate academic and research interactions between and amongst the faculty members/ scientists and staff of both Institutions.
- c. To jointly develop learning resources, teaching aids, items of experimental set up etc., for educational and research and development purposes.
- d. To enable the exchange of faculty/ scientist/ post graduate students, and research scholars for mutual benefit.
- e. To facilitate joint guidance of PhD/ M Tech. students and publication of research papers jointly.
- f. To conduct joint/ collaborative research projects and consultancy works in the field of mutual interest in Electrical and Electronics Engineering like Power Electronics, Energy Storage, Renewal and Green Energy Systems, etc.
- g. To jointly conduct conferences/ seminars/ symposiums/ training programs.
- h. To jointly interact with KTU to periodically upgrade PG and Research syllabus as per the state of the art technology to meet and realize nation's policy and initiatives.

2. FINANCE

Regarding the financial arrangements during the implementation of the Programme, CDAC(T) and SCET further agree to:

- a. Both the institutes will engage services of the existing faculty and staff for carrying out the activities as per the agreement and no additional staff will be provided. Such staff will not be provided any honorarium.
- b. Both the institutes will utilize existing infrastructure for carrying out the activities as per the agreement.
- c. There is no transfer of finance, both way, under this MoU

3. IMPLEMENTATION

For implementing the Programmes envisaged/ taken up from time to time under the MoU, CDAC(T) and SCET jointly agree also that:

- a. Technologies developed by CDAC(T) through its source of funding are offered through ToTs. Separate Memorandum of Agreement (MoA) is required to be

Sudeep

Dr. Anitha

signed for carrying out the transfer of technologies developed by CDAC(T). This involves financial commitments as per the terms of the respective ToTs.

- b. The Coordination of Technology and Programmes realized through this MoU will be headed by a Faculty member/ Scientist nominated by the respective Head of Institution, who shall be designated as the Coordinator and will be responsible for the coordination and execution of the Programmes.
- c. In case the ToTs lead to new areas of research by either party, and lead to/ result in research findings suitable for publications, the same may be published in a technical forum by acknowledging the contributions/ role of the other party.
- d. The Intellectual Property Rights (IPR) of the technology prior to the signing of MoA will remain with CDAC(T) and the IPR of the technology developed independently through research by CDAC(T)/ SCET will remain with the developing agency.
- e. In case of joint/ collaborative research projects and consultancy works, MoA will be executed for specific project /R&D activities on mutually agreeable terms.
- f. In case CDAC(T) & SCET take up joint/ collaborative research projects and consultancy works through MoA in the field of mutual interest, the IPR will remain as joint property.

4. INDEMNITY

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

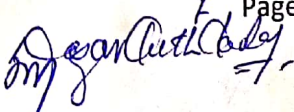
5. DURATION

This MoU will be initially active for a period of five years from the date of this MoU and is subjected to periodic revision.

6. TERMINATION

Both the parties will have the right to terminate the agreement resulting from this MoU by giving one month notice to the other upon situations, arising out of non-compliance of the stipulations of this MoU. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least 14 days prior to the date of termination notice.

Sudeep

Page 4 of 5


7. NON-DISCLOSURE OF DOCUMENTS / INFORMATION

Any confidential materials, documents and information are and shall remain the property of disclosing party. In the event of confidential information is used / proposed to be used by the Receiving party, receiving party shall get permission from the Disclosing party, of such usage.

8. AGREEMENT

The two signatories of this MoU, viz., the CDAC, Thiruvananthapuram and SCET, Trissur, agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of objectives set under the Programme.

IN WITNESS, WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the twenty second day of June 2017.

Sudeep

Centre for Development of Advanced
Computing, Thiruvananthapuram
सी-डेक / C-DAC
तिरुवनंतपुरम / Thiruvananthapuram - 695 033

Sahrdaya College of Engineering, Thrissur

for Sahrdaya College of Engineering & Technology
Dr. Laxmi K. K. K.
Manager & Executive Director

WITNESS:

1. *V. S. Suresh Babu*
V. S. SURESH BABU
Nodal Officer (NaMPET), Power Electronics Group
Centre for Development of Advanced Computing
Vellayambalam, Trivandrum - 695 033

2. *Aby Joseph*
Aby Joseph
Joint Director
Power Electronics Group
C-DAC, Vellayambalam
Thiruvananthapuram-695 033

1.

2.



For Sahrdaya College Of
Engineering & Technology

Dr. Nixon Kuruvila
Principal

संचार एवं सूचना प्रौद्योगिकी मंत्रालय की वैज्ञानिक संस्था, भारत सरकार
A Scientific Society of the Ministry of Communications and Information Technology, Government of India

R. Sudeep Kumar
Associate Director & Head
Power Electronics Group



ISO 9001:2008 Certified



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तिरुवनंतपुरम 695 033, भारत
फ़ोन / Tel : + 91 - 471 - 272 3333,
फैक्स / Fax : + 91 - 471 - 272 3456
P.B. No. 6520, Vellayambalam,
Thiruvananthapuram - 695 033, India
www.cdac.in www.cdacvm.in

CDAC (T)/PEG/SCET/2017
27th June 2017

Dr. Jose Kannampuzha
Director
Sahrdaya College of Engg. & Technology
Kodakara
Thrissur-680 684

Sub : MoU to carry out Collaborative Partnership Programmes
Ref : MoU dated 22nd June 2017

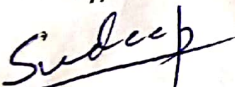
Sir,

With reference to the subject cited above, enclosed please find herewith two original sets of Memorandum of Understanding (MoU) to be signed between CDAC(T) and SCET.

Kindly affix your signature on each page, with official seal on page No.5, and return one set of MoU for our reference and record.

Thanking you,

Yours faithfully,


(R. Sudeep Kumar)

Encl: as above



കേരളം KERALA

BY 139841

Memorandum of Understanding between
Agappe Diagnostics Ltd, Pattimattom, Ernakulam
and
Sahrdaya College of Engineering & Technology, Kodakara, Thrissur

This Memorandum of Understanding (herein after referred to as MoU) is made on the 28th Day of November 2018 between, M/s. Agappe Diagnostics Limited (CIN No.U24239MH1998PLC115413), a Company duly incorporated and existing under the laws of India whose registered office at Office No: 401 & 402, Jaisingh Business Centre, Sahar Road, Andheri (East), Mumbai, Maharashtra , India – 400099



No. 4303 Date 5/11/18 Rs. 100/-
Sold to AGAPPE DIAGNOSTICS LTD.
To be Ld AGAPPE HILLS, PATTIMATTOM, PG
Perumbavoor Vellore K. Sankara Narayanan Kartha



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BY 139840

and Corporate office at Agappe Hills, Pattimattom (PO), Dist. Ernakulam, Kerala - 683 562, India ; hereafter referred as "Agappe" on one part and, Sahrdaya College of Engineering & Technology, Kodakara, Thrissur, a private Self-Financing Engineering College, approved by AICTE and affiliated to APJ Abdul Kalam Technological University, Kerala and managed by Irinjalakuda Diocesan Educational Trust, Irinjalakuda, represented by its Executive Director , mentioned hereafter as "Sahrdaya", on the other part as partners.

Whereas Agappe is a fast growing company in the field of **Invitro** Diagnostics and Sahrdaya is a leading Educational institute.



No. 7302 Date 5/7/18 Rs. 100/-

Sold to.....

To be Linked

Perumbavoor

AGAPPE DIAGNOSTICS LTD.
AGAPPE HILLS, PATTIMATTOM, PO
KOCHI, KERALA - 683 562
Vendor Mr. Sankara Narayanan Kanna

WHEREAS both Agappe and Sahrdaya, (herein after called 'Parties') desire to carry out programmes for promoting Medical-Engineering interaction, herein referred to as "Programme", jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans, activities and reforms as required for the Programme.

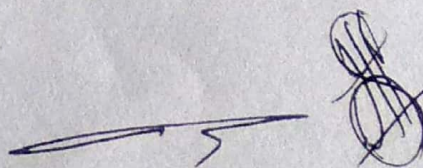
WHEREAS Agappe and Sahrdaya agree to enter into a MoU with the terms and conditions as follows.

OBJECTIVES OF AGAPPE-SAHRDAYA PROGRAMME

The major objectives for which the parties associate with each other are:

- a. To facilitate academic interactions among stakeholders of both Institutes.
- b. To provide training by relevant experts from Agappe and thereby striving to improve the technical competency of eligible undergraduate and post graduate students of Sahrdaya.
- c. To share ideas and implement methods, for product development activities through project guidance and technological support from Agappe
- d. Collaborate to share and exchange information between both parties for mutual benefit and technology enhancement.
- e. To establish a training and product development center at Sahrdaya in specific areas as chosen by Agappe in the field of *In-vitro* Diagnostics for mutual benefit.
- f. Strive to provide Placement and internship opportunity to the eligible undergraduate and post graduate students of Sahrdaya.

MoU Between Agappe & Sahrdaya



THE PROGRAMME

The Parties have agreed to execute this MoU for Collaboration with the primary objective of establishing a Training Center at Sahrdaya to provide training to the students on Agappe products and services and certain soft skills.

The primary focus will be to provide training, project guidance, internship and limited placement support at free of charge.

This MoU is to formalize joint activities that will help to establish a mutually beneficial relationship built on academic, scientific and technological cooperation which include organizing workshops, conferences, collaborative research, hackathons, project guidance, internship, training programs, industry- institution interface as may be mutually agreed between the parties.

IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme, **Agappe** and **Sahrdaya** agree that:

a. The Parties agree to establish the training center at Sahrdaya and will be named "**Agappe Sahrdaya Innovation Hub**". The training program shall require theoretical and practical training experience to be provided to the selected(as per Agappe selection process) Participants.

b. Sahrdaya shall provide the necessary independent furnished room for setting up the training center and prepare the layout plan as per the mutual agreement between the parties.

c. Sahrdaya shall provide the required services like interior infrastructure architecting and furnishing, electricity, standby power, internet, water and waste water connections, refrigerator, air conditioning and other amenities.

d. Agappe shall provide the necessary instruments, hardware and software's, glassware's, chemicals and reagents and all other consumables as listed in Annexure-1 required for the training at their expense

MoU Between Agappe & Sahrdaya



e. Agappe shall develop a training module in consultation with Sahrdaya for the purpose of offering training to students.

f. Agappe shall provide relevant experts/qualified trainers for training, impartation of desired technological knowhow and project guidance as per the mutually agreed schedule.

g. Agappe shall carry out the servicing and maintenance of all training instruments during the agreement period. All the instruments & consumables provided by Agappe will remain as the assets of Agappe.

h. Agappe will have all the rights to take back the items listed in Annexure-1 at any time.

i. It is fully acknowledged by Sahrdaya that Agappe shall be the sole & exclusive proprietor of any or whole of the innovative advancements or inventions achieved during the course of this program.

j. Sahrdaya shall be responsible for any physical damage due to mishandling.

FACULTY EXCHANGE AND CONSULTANCY

It is highly encouraged to share skills and expertise of both the parties for mutual benefit. Sharing Sahrdaya's Engineering domain expertise as well as Agappe Research & Development domain expertise will help both the parties to create a innovative culture. This may result in development of several Indigenous Healthcare affordable solutions.

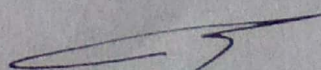
NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

The Parties shall keep all the information shared in terms of this Agreement as confidential

All intellectual property rights of Agappe including such technological innovations developed during the course of the program shall be vested with them as being its owners or their licensors wherever the context applies. The faculty and students of Sahrdaya who get the opportunity to obtain exposure to the intellectual knowhow of Agappe shall not disclose the same by any means and it shall be the responsibility of Sahrdaya to ensure the same.

Both the parties shall exclusively own and continue to retain all rights and title to its trade name/s, trade mark/s and logo/s and nothing contained herein is intended to

MoU Between Agappe & Sahrdaya



assign or transfer any of the said rights in the trade names/trademarks and logo/s to the other Party.

FINANCE

Regarding the financial arrangements connected with the implementation of the program herein stated, **Agappe** and **Sahrdaya** further agree that:

- a. Both the institutions will make use of only the existing employees throughout the implementation process of the Programme, and both the parties will not be under any obligation to hire more than the existing employees for the purpose.
- b. Both parties will perform their respective activities as agreed in this MoU at free of Charges.

INDEMNITY

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

DURATION

This MoU will be active for a period of Three Years from the date of this MoU. It will be extended for further period by mutual consent after evaluating the activities conducted.

TERMINATION

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.



MoU Between Agappe & Sahrdaya



JURISDICTION

In the event of any dispute arising out of this MoU, the parties agree that the courts of Thrissur, Kerala alone will have jurisdiction.

The two parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Programme.

IN WITNESS WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the day and year.

Executive Director, Sahridaya College of Engineering & Technology, Thrissur
FOR AND ON BEHALF of Sahridaya College of Engineering & Technology, Thrissur-
680684

The Managing Director, Agappe Diagnostics Ltd, Pattimattom (PO), Dist. Ernakulam
- 683 562

WITNESS: Dr. NIXON KURUVILA, PRINCIPAL

1. Member from Sahridaya College of Engineering & Technology

28/01/2018

2. Member from Agappe Diagnostics Ltd

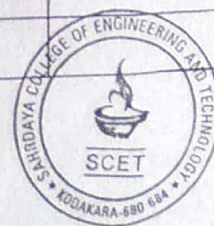
Ms. Meena Thomas, Director

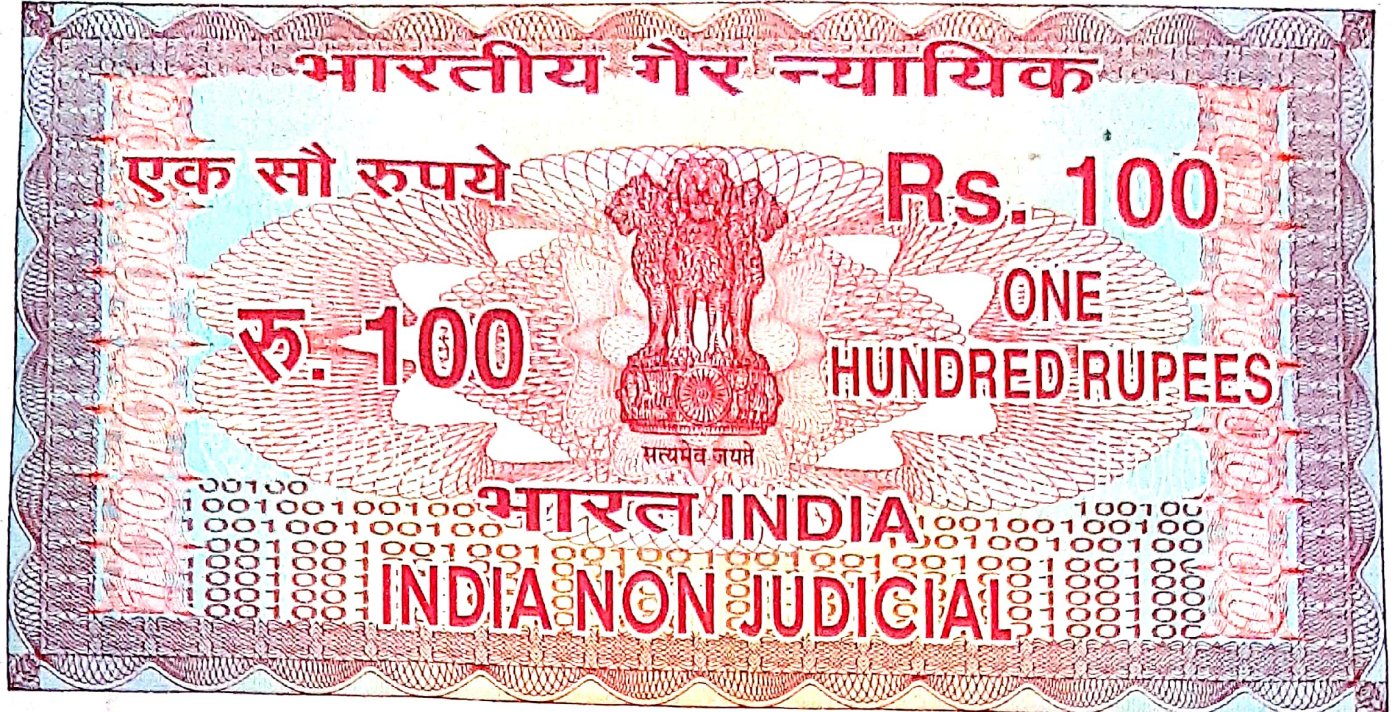


MoU Between Agappe & Sahridaya



ANNEXURE 1

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CP 201802

MEMORANDUM OF UNDERSTANDING

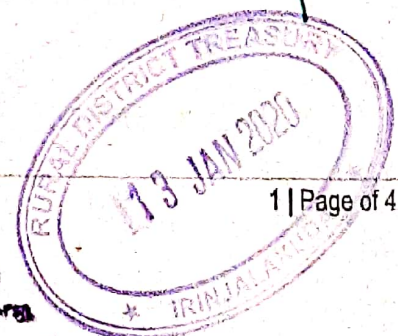
This Memorandum of Understanding (MoU) is signed on this 14th day of January 2020 between **Sahrdaya College of Engineering & Technology**, Kodakkara having its registered office at (Kodakkara, Thrissur), (Hereinafter referred to as "<Sahrdaya >" which expression shall unless repugnant to its context shall mean its successor and permitted assign) of the FIRST PART

Star Innovations having its Registered Office at "Star Innovations", Star Chambers, Shomur Road, Thrissur -680001, (hereinafter referred to as, "STAR INNOVATIONS" TCS ION TRAINING PARTNER THRISSUR which expression shall unless repugnant to its context shall mean its successors and permitted assign) of the SECOND PART.

Sahrdaya endeavours at imparting quality education in the field of Engineering and Technology to all the sections of the society, College providing an entire suite of Technical courses.

Mr. PRAKASH P V

Fr. George Pareman



Shaji John
N. Shaji John
Acting Vendor
D/o N.L. Lonappan
No -12 Kallethumkara

No. 22334/13-1-2020 / Rs: 100/-

Sahrdaya College of Engg & Technology
Kodakkara.



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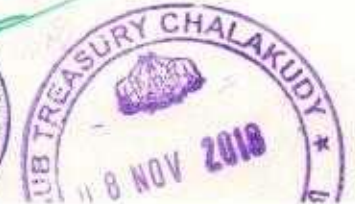
CA 041511

AGREEMENT

THIS AGREEMENT is made and executed at Thiruvananthapuram on this, the 15th day of November, 2018 between Additional Skill Acquisition Programme represented by Smt Reetha S Prabha, Chief Executive Officer, Additional Skill Acquisition Programme (ASAP), Higher Education Department, with its office at Trans Towers, 3rd floor, Vazhuthacaud, Thiruvananthapuram-14, (hereinafter referred to as the ASAP , which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **FIRST PART**, and Sahrdaya College of Engineering and Technology represented through Dr. Nixon Kuruvilla, Principal, Sahrdaya College of Engineering and Technology, P.B NO:17,Kodakara,Thrissur-680684 hereinafter referred to as the Second Party which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) , of the **SECOND PART** Additional Skill Acquisition Programme and Sahrdaya College of Engineering and Technology shall hereinafter also collectively be referred to as the "**Parties**" and individually as the '**Party**'



[Handwritten signature]



NO. 25280 / 14.11.18 B. 100/-



കേരളം KERALA

CA 041512

WHEREAS, Additional Skill Acquisition Programme has decided to introduce the Advanced Skill development Centre in Engineering/ Polytechnic colleges. It is about introducing futuristic skill courses for engineering graduates, technical graduates, and working professionals in industry demand job verticals as part of Additional Skill Acquisition Programme (ASAP) with the objective of improving the employability of students. With a view to encourage Polytechnic and Engineering Colleges to take up Skill Development Programmes.

AND WHEREAS, proposals were invited by the Government of Kerala, Additional Skill Acquisition Programme (through the Director of Technical Education) from Engineering Colleges desirous of providing Skill Course Training in various Futuristic skill courses for ASDC for different batches of 30 students each enrolled in the ASAP



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8/11/18

AND WHEREAS, the Second Party has agreed to offer skill course training under ASDC Scheme in their institution for futuristic skill courses for Engineering Graduates, Graduates and working Professionals.

AND WHEREAS, Additional Skill Acquisition Programme and the Second Party are desirous of entering into an agreement to improve employability of students in various industry Sectors, facilitating Additional Skill Acquisition Programme to offer skill oriented courses in technical/academic collaboration with the Second Party.

AND WHEREAS, the Parties appreciate each other's objectives in promoting excellence, *inter alia*, in education in common areas of interest and are desirous of entering into an Agreement for the aforesaid purpose. The Parties are also desirous of working together for identifying other areas of co-operation between them.

AND WHEREAS, The Parties here to are desirous of recording the terms of their agreement into this Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

1. **DEFINITIONS**

The following expressions shall have the following meanings:

1.1 **'CONFIDENTIAL INFORMATION'** means

1.1.1 Either Party's proprietary technology and/or software and/or Reports in all



versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention.

Comment [1]: Do we have a study material designed and developed by our own?

Comment [2]: Made a comment

Comment [3]: Made a comment

1.1.2 All technical, proprietary and confidential information of either Party;

1.1.2a Any manual, note, documentation, technical information, drawing, diagram, specification, or formula which is not intended for distribution to or use by end-users or know-how related to any of the foregoing;

1.1.3 Any information regarding current or proposed products, trade secrets, know-how, marketing plans, customers, employees, vendors, contracts and contractual obligations, business methods, financial and statistical data or marketing data which are not intended for distribution to or use by end-users including the details of the students enrolled for the programmes;

1.1.4 Any other written information that is clearly marked or designated as confidential or proprietary by the Party disclosing it;

1.1.5 Any unwritten information that is identified by such Party as confidential at the time of disclosure.

1.1.6 Without prejudice to the above, any information exchanged between the Parties during the subsistence of this Agreement for the purposes of this Agreement.

1.2 **'PROGRAMMES'** means the courses in particular sector that will be offered to students with the support of Additional Skill Acquisition



Programme under Advanced Skill Development Centre.

- 1.6 **'PROGRAMME FEE'** means the cumulative fees collected by Additional Skill Acquisition Programme through ASAP, from each student appearing for the programme(s) mentioned in clause 2 below or such other programmes as may be jointly offered in future.
- 1.7 **'PROGRAMME MATERIAL'** means the educational material developed by the First Party provided in Printed hard copies/ Digital / Electronic mode to the enrolled students and Additional Skill Acquisition Programme. The educational material would be used for teaching the subjects covered under the courses defined in clause 2 below.
- 1.8 **'STUDENT'** means the individual enrolled with Additional Skill Acquisition Programme for the Advanced Skill Development Centre under Additional Skill Acquisition Programme as a student for the courses defined in clause 2 below.
- 1.9 **'TRAINER'** means a faculty identified by the Second Party and approved by Additional Skill Acquisition Programme to teach theory or practical at the institution, approved by Additional Skill Acquisition Programme in face to face teaching, mentoring etc. for facilitating the learning process.
- 1.10 **'CONTRACT VALUE'** means the amount to be given to the Second Party by the Additional Skill Acquisition Programme for imparting skill course training defined in Clause 2 below for training students enrolled for the programme in a particular year.
- 1.11 **'ASAP'** is a joint initiative of Higher Education and General Education Departments which was carved out to amplify working hands in different sectors of the economy, by providing additional skill sets to students along



with their regular courses.

12. 'ASDC' means Advanced Skill Development Centre in Engineering and /Polytechnic college under ASAP.
13. 'Term' means the time period required for class commencement and end for a batch of students enrolled for the programme.
14. 'Nodal Officer' means a faculty of the college authorized to monitor and conduct the programme.

2. OBJECTIVE

The parties have agreed to work together to offer the following with Government of Kerala under Advanced Skill Development Centre Division of Additional Skill Acquisition Programme

Sl No	Course name	Course Fees per students	Course Duration
1	Artificial Intelligence and Machine Learning	Rs 35000 /-	600 hrs (200 Hrs per term)

and

- a) To Run Courses offered by ASAP
- b) Train and Equip faculty as master trainers /facilitators for the courses offered through Advanced Skill Development Centre Division.

3. SCOPE OF THE AGREEMENT

Based on the terms and conditions as may be mutually agreed upon between the



Parties from time to time, both the Parties agree as follows:

- 3.1 Additional Skill Acquisition Programme shall take necessary steps as may be required for the purpose of introducing Programme/Programmes defined in Clause 2 under Advanced Skill Development Centre.
- 3.2 The admissions for Programmes as defined in clause 2 above will be held on the basis of detailed procedure defined by Additional Skill Acquisition Programme for the Advanced Skill Development Centre.
- 3.3 The administration of the Programmes shall be conducted in the manner as provided herein below:
 - 3.3.1 The Second Party shall, in consultation with Additional Skill Acquisition Programme, administer the Programmes through their institution or the locations mutually agreed upon from time to time. The program administration includes teaching of all papers, practical training, conduct of examination, Internship, evaluation, assessment, issue of marks/grades, award of certificate, management of training centre and student management as per procedure and guideline(s) for the relevant Programme.
 - 3.3.2 Additional Skill Acquisition Programme and the Second Party shall jointly work out modalities for smooth conduct of the courses, examination, assessment, Internship, Practical's and training of the Faculties (Trainers) etc.
 - 3.3.3 The Second Party will prepare customized training schedule for programmes defined in clause 2 in consultation with Programme Manager, ASAP in charge of respective Advanced Skill Development Centres to which the institution is attached and will impart training accordingly.



4. COMMERCIAL AND PAYMENT TERMS

4.1. The Parties herein agree that they shall pay their respective share of costs and expenses for the Programme in the manner, method agreed here in the agreement and payment terms for the Second Party by the Additional Skill Acquisition Programme as detailed below.

Total Contract Value

Instalment	Value of Payment	Timeline
1	20% of total fees collected as 1 st instalment from the all enrolled students in the respective ASDC	After the class commencement (1 st term)
2	20% of total fees collected as 2 nd instalment from the all enrolled students in the respective ASDC	After 2 nd Instalment fee collection(Second term)
3	20% of total fees collected as 3 rd instalment from the all enrolled students in the respective ASDC	After 3 rd Instalment fee collection (Third term)

4.2 The payment to the Second Party by Additional Skill Acquisition Programme shall be made in 3 instalments. The amount shall be calculated on the basis of the final and actual number of students enrolled for the programme in each term.

4.3 The remuneration of the trainers will be paid monthly, based on the work report submitted and verified by nodal officer and programme manager.

4.4 The honorarium of nodal officer will be paid by ASAP.

4.5. Notwithstanding anything contained herein, the Additional Skill Acquisition Programme hereby agrees to market and make best efforts to promote the programme defined in clause 2.



5. Nodal Officer

Nodal Officer: Both First Party and the Second Party shall nominate one of the faculty members of Second Party as Nodal officer, as a single point of contact, on behalf of Additional Skill Acquisition Programme to coordinate the launch and successful implementation of the Programmes.

6. RIGHTS AND OBLIGATIONS OF THE PARTIES

6.1 Rights & Obligations of Additional Skill Acquisition Programme

6 Rights & Obligations of First Party

6.1.1. First Party shall provide all the relevant information, guidelines and data to the Second Party to give effect to the scope and purpose of this agreement within agreed timelines of launching the Programmes.

6.1.2 First Party shall ensure that the Programmes offered under this agreement are in compliance with the approved norms and procedures.

6.1.3 First Party shall confirm admissions and registrations of the students to courses mentioned in Clause 2 and issue enrolment numbers to registered students. Further, the list of the students enrolled for the programmes shall be provided by First party to the Second Party.

6.1.4 First Party shall finalize in consultation with the Second Party the date, time and venue of the examinations and inform the students about the same.

6.1.5 First Party shall issue Certificate which is jointly signed by Additional



Skill Acquisition Programme and the agency/organization Competent body identified by ASAP to the students who successfully complete the programme.

- 6.1.6 First Party and the Second Party shall jointly finalize the manner, method and time for conduct of assessment pursuant to the Programme, from time to time.
- 6.1.7 First Party shall adopt suitable mechanisms to ensure the quality of the training.
- 6.1.8 First Party will be responsible for the capacity development, assessment and final selection of the trainers identified by the second party.
- 6.1.9 First Party reserves the right to demand replacement of Trainer on quality grounds.
- 6.1.10 First Party will collect, compile & evaluate the performance of the institution, on the basis of performance progress card for each batch and the same shall be shared with the institution. This matrix will be used for evaluating the performance of the institution on a later stage.

6.2 Rights & Obligations of the Second Party

- 6.2.1. The Second Party shall arrange all requirements as per the Quality Framework for the training delivery and also provide facilities for the smooth functioning of the training center.
- 6.2.2. Student selection and mobilization should be jointly done by the Second Party and first party.
- 6.2.3. The Second Party shall provide the Programme Material in printed, or in electronic format to the students enrolled for the programme.



- 6.2.4. Activity based learning methodology as per the Quality Framework should be adopted while imparting training.
- 6.2.5. Second party needs to maintain an hour wise training delivery log as per Quality Framework. The same needs to be duly signed by the trainer with the date and hours of content delivered by him/ her.
- 6.2.6. Second party shall follow the training calendar designed by ASAP. Deviations, if any to the schedule shall be with the consent of first party.
- 6.2.7. Medium of instruction shall be English.
- 6.2.8. The Nodal officer should audit the training at regular intervals and shall provide feedbacks to trainers and arrange retraining wherever necessary. He/she shall furnish reports to ASAP
- 6.2.9. Submit resumes of trainers to ASAP and get approval before deployment.
- 6.2.10. Ensure participation of trainers in the Training of Trainers organized by ASAP on Quality Framework and complete the training successfully.
- 6.2.11. Ensure that Trainers have proficiency in both English and Malayalam.
- 6.2.12. Ensure that the Trainers are reaching the training Centres at least half an hour before the commencement of the class and engage sessions as per the ASAP approved syllabus and quality framework.
- The Second Party should
- 6.2.13. Collect the prescribed fee from the students as per the dates being communicated from ASAP on a time bound basis and shall remit to the ASAP account within 7 working days itself and the receipt of each student shall be shared to ASAP Programme Manager.
- 6.2.14. Provide and ensure tools, devices, furniture, personal protective equipments' (PPE) etc required for the practical training.
- 6.2.15. Conduct practical training as per the Quality Framework of the programme.
- 6.2.16. Set up practical labs as per QF standards in the training Centres.



- 6.2.17. Provide Computer Lab with working computers for training.
- 6.2.18. Nominate a class IV employee / supporting staff for assisting the smooth conduct of the training sessions.
- 6.2.19. Provide quality infrastructure throughout the course period, failing which ASAP holds the right to discontinue the course. The continuance of the existing batches or sanction of new batches in the institution will be solely based on the quality of the infrastructure facilities provided and the administrative support and cooperation extended by the institution.
- 6.3. The Second Party should
- 6.3.1. Conduct continuous and comprehensive evaluation for each batch as per ASAP assessment manual and the marks obtained shall be shared with ASAP within the stipulated time itself.
- 6.3.2. Conduct Final Assessment by agency empaneled by ASAP for assessment purpose.
- 6.3.3. Necessary equipment's, consumables etc. for practical test shall be provided for the conduct of final Assessment.
- 6.4. The maximum batch size is 30. On a mutual consent between both the parties, students/graduates/working professionals of other colleges/ institutions may be accommodated in a batch.
- 6.5. The Second Party shall
- 6.5.1. Submit the course completion report in digital format to ASAP for the purpose of information exchange, at the end of the programme. This report should comprise the salient features of the training activity under this programme, suggestions /recommendations from the participants, compilation, an analytical note of the evaluation sheet submitted by the participants and overall summary report on completion of entire programme.
- 6.6. The Second Party should deploy a Nodal officer to implement the entire training assignment. Nodal officer shall be responsible for the smooth conduct of the course and attendance of the sessions.



- 6.6.1. The Nodal officer need to liaise with ASAP Official on a regular basis and should attend review meetings organized by ASAP.
- 6.6.2. The Nodal officer shall be responsible for Organizing and monitoring the smooth conduct of the training.
- 6.6.3. The Nodal officer should ensure regular student attendance, quality programme delivery, and punctuality of the Trainer.
- 6.6.4. Nodal officer shall be responsible for intimating the class schedule, recording of the attendance and effectively coordinating the training in the Institution.
- 6.6.5. He/she shall also be responsible for maintaining records and accounts of ASAP.
- 6.7. The Second Party should facilitate any monitoring done by ASAP during the transaction of skill course and the institution is responsible to make modification/s if any as directed by ASAP.
- 6.8. The Second Party should facilitate Student selection and related activities. Student selection for the ASAP programme will start with an orientation session/s conducted by the Programme Manager of ASAP, Nodal officer and institution faculty. The institution shall arrange for / permit the Programme Manager to conduct awareness programmes to the students and parents by the Programme Manager. The interested students shall be supplied with application forms /online forms for the ASAP course which is to be collected and scrutinized by both parties.
- 6.9. The Second Party should not outsource and/ or subcontract the work assigned either as a whole or in parts without the consent of ASAP. If the second party violates this clause, ASAP shall proceed with appropriate action against the institution.
- 6.10. Second Party shall complete the course as per the agreed time and period with the first party, adhering to the academic calendar shared by First Party.



- 6.11. The Second party shall print and distribute programme specific promotional material among students during the selection day.
- 6.12. The Second party shall deploy career counselors/ Faculty on the selection day.
- 6.13. The Second party shall update all details required for Training in ASAP MIS.
- 6.14. Any claim for enhancing, the amount already agreed upon for the conduct of the Skill Training will not be entertained.

7.1 **Joint Rights and Obligations of Additional Skill Acquisition Programme & the Second Party**

- 7.1.1 Parties may jointly organize informative seminars, road shows etc. to popularize the programmes in the manner and method as may be mutually agreed between them.
- 7.1.2 Undertake, either jointly or by itself such activities which are incidental to the successful implementation of the Programmes.
- 7.1.3 Both the Parties shall provide appropriate staff for the administration of the programmes.
- 7.1.4 Notwithstanding anything contained herein, Parties may take up additional responsibilities as may be required from time to time, to ensure the success of the Programmes.

8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 The Parties herein grant each other a royalty-free, non-exclusive, non-transferable, non-sub licensable, license right over the respective curriculum and study material designed by first party.
- Neither party during the course of performance of this agreement desire nor intend to transfer any intellectual property rights.



- 8.2 The Parties acknowledge that they will not acquire any right, title, or interest in either party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by either party.

9 VALIDITY AND RENEWAL

This Agreement shall come into effect from the date of signing of this agreement and shall continue to be operative till 01-06-2020 or till the completion of the training and related activities for the batch of students admitted under the Advanced Skill Development Centre course during 2018 November, whichever is later and same may be renewed by the Parties through signed written instrument on terms and conditions as may be mutually agreed upon between them.

10 TERMINATION

- 10.1. The Agreement shall be terminated immediately by mutual consent of the Parties; or by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement and is unable to rectify it within 30 (Thirty) days after receiving a written notice of such material breach.
- 10.2. The Agreement shall be terminated by the Additional Skill Acquisition Programme without assigning any reason whatsoever at any time.
- 10.3. In the larger interest of the students' future at stake, any termination



of this Agreement, will not relieve the parties of their obligations specified in this Agreement for a period of three years after such termination or till the enrolled students complete their respective course; provided the students clear their examinations, clear all financial transactions and continue to fulfil the norms of the Parties

10.4. The Second Party shall not suo motto withdraw from the training programme once the course is commenced and shall continue as a training provider till certificates are issued to the students.

10.5. The clauses of this Agreement, which by nature are intended to survive termination of this Agreement and shall remain in effect after such termination.

11 AMENDMENT AND WAIVER

No Amendment for change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

12 FURTHER ACTS AND ASSURANCES

Each of the Parties agrees to execute and deliver all such further instruments and to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement.

13 MATTERS NOT PROVIDED IN

If any doubt arises as to the interpretation of the provisions of this



Agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

14 SETTLEMENT OF DISPUTE AND JURISDICTION

14.1 If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, the Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.

14.2 All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled as per the provisions of clause 14.1, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

15 FORCE MAJEURE

If the performance of any obligations by any party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance relates to such prevention, restriction, delay or interference and



provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article 'Force Majeure' means and includes fire, explosion, cyclone, floods, war, revolution, blockage or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

16 NO PARTNERSHIP

It is hereby understood and agreed that this Agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.

17 ASSIGNMENT

Neither Party shall assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of the other party.

18 GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of Republic of India. Subject to the provisions of clause 13 herein, the Parties shall be subject to the exclusive jurisdiction of



the Courts in Thiruvananthapuram.

19 CONFIDENTIALITY

19.1 Both the Parties agree to maintain confidentiality of this Agreement and all Confidential Information (written or oral) shared with each other or which comes to their knowledge under or as a result of this Agreement and shall not divulge such information to any third party under any circumstances whatsoever, (except to their own employees and that too only to those employees who need to know the same and to such other persons as required under this agreement), without prior written consent of the other party. The confidentiality obligation under this clause shall not apply to information that:

19.1.1 is available in public domain; or becomes so at a future date (otherwise than as a result of a breach of this clause); or

19.1.2 which the receiving party already had in its possession before the date of signing of this Agreement, as evidenced by documents; or

19.1.3 which the receiving party acquires from a third party who is authorized to disclose it; or

19.1.4 which was independently developed by or on behalf of the receiving party without use of, reference to or reliance on any Confidential Information of the other party, as evidenced by documents; or is disclosed in pursuant to any requirement of law including RTI Act.

19.15 In the event of any of the Parties becoming legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely



protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

19.1.6 The confidentiality obligation under this clause shall survive for a period of 3 years post termination or expiration of this Agreement.

20 SEVERABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

21 INDEMNIFICATION

Either Party shall indemnify and keep indemnified, and defend and hold harmless the affected party, its respective officers, employees, and agents from and against all losses, damages, legal proceedings, liabilities and claims at law, or in equity including without limitation costs, expenses and lawyers fees, directly or indirectly arising out of or resulting from the



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A handwritten signature in green ink, appearing to be "N. S. S.", written over a rectangular box.

representations contained herein or its obligations under this Agreement.

22 REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant to each other that:

- 22.1 It is duly established and existing under the laws of jurisdiction stated against its name of this Agreement and has the legal power and authority to sign this Agreement, bind itself and perform and comply with its duties and obligations under this Agreement
- 22.2 Time is of the essence with respect to all provisions within this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement
- 22.3 This Agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof;
- 22.4 The execution, delivery and performance of this Agreement have been duly authorized by all requisite actions and will not constitute a violation of:
 - 22.4.1 any statute, judgment, order, decree or regulation of any court, Government instrumentality or Arbitral Tribunal applicable or relating to itself, its assets or its functions, or of
 - 22.4.2 Any other documents or to the best of its knowledge any indenture contract of agreement to which it is a party or by which it may be bound;
- 22.5 there are no actions, suits or proceedings pending or, to the best knowledge threatened against it before any Court, Governmental instrumentality or Arbitral Tribunal that restrain it from performing its duties and obligations under this Agreement; and no representation or warranty made herein contains any untrue statement.

23 HEADINGS

The headings in this Agreement are inserted for ease of reference only and



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A handwritten signature in green ink, written over the Vellore College of Engineering & Technology stamp.

shall not affect the interpretation of the Agreement.

24 COUNTERPARTS

This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

25 NOTICES

Any notice approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each Party to the other in writing and in the manner herein before provided to:

Additional Skill Acquisition Programme:

Attention: Reetha S Prabha

Address: Chief Executive Officer, Additional Skill Acquisition Programme,
Trans Towers, 3rd Floor, Vazhuthacaud, Thiruvananthapuram-695014

Institution Name :

Attention: Dr.Nixon Kuruvila

Address: Principal, Sahridaya College of Engineering and Technology, P.B
NO:17,Kodakara,Thrissur-680684

Phone: 9446229344

Fax No: 04802726634


Email ID: principal@sahridaya.ac.in

IN WITNESS WHEREOF both the Parties thereunto have set their hands on through their duly authorized representatives signed this Agreement as this 15th



day of November, 2018.

The day month and year first above written

Signed by:  Reetha S Prabha

For and on behalf of

Additional Skill Acquisition Programme

Reetha S Prabha


Chief Executive Officer,

Additional Skill Acquisition Programme,

Signed by : Dr. Nixon Kuruvila

For and on behalf of

Sahrdaya College of Engineering and Technology

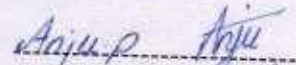

Dr. Nixon Kuruvila

Principal

Sahrdaya College of Engineering and Technology

Witnesses:

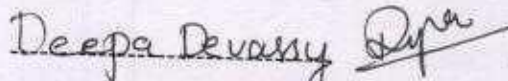
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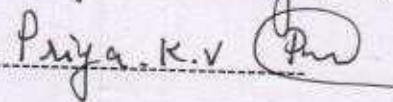
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കേരളം KERALA

29AA 334184

Memorandum of Understanding with CADCENTER, Indian Educational Enterprises (P) Ltd. Kodungallur , and SAHRDAYA College of Engineering & Technology,Kodakara,Thrissur Kerala, India, for Autodesk Academic Adoption Partner (AAP) Program.

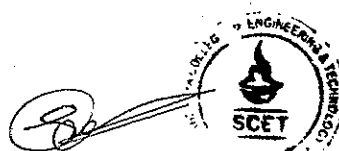
This agreement is executed on this the 30th Day of July 2019 in between Mr.Manoj P C, CADCENTER, Indian Educational Enterprises (P) Ltd., 2nd Floor, Sree Ramajayam Associate Building , North Nada Kodungallur, Thrissur , represented as by its Channel Partner, and on behalf of Mr. Sreejith K K, Managing Director, CADCENTER, Indian Educational Enterprises (P) Ltd., Corporate Office, 3rd floor, Srinivas Chambers, M G Road, Cochin.(Hereinafter referred to as the First Party)& Mr.Sebin Davis K (HOD EEE Department) of SAHRDAYA College of Engineering & Technology, Kodakara, Thrissur(Dt) Kerala -680684 represented by its HOD EEE Department. (herein after referred to as the Second Party)

no. 21163

7-12-18

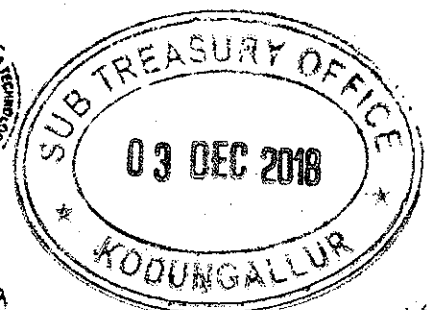
Sd/- Manoj P C, Sp Chandran

Pulikkal House, Kozhimbaram.



കൊടുങ്ങല്ലൂർ

1-ാം നമ്പർ വെണ്ടർ
ടി.വിജയൻ



Now this agreement witness as follows:

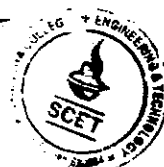
1. That the first Party is an Authorized Training Center and Authorized Academic Partner of Autodesk to impart Autodesk products training and Autodesk Certification to the Students and corporate either it as on- site or off- site.
CADCENTER, Indian Educational Enterprises (P) Ltd is the most leading and pioneer CAD Training Institute in India since 1989. Being the Authorized Training Centers and licensed users of world's leading CAD Companies like Autodesk, PTC, Certiport, ANSYS, Bentley, MastrerCAM etc. CADCENTER is recently associated with IT-ITeS Sector Skills Council **NASSCOM** (SSC NASSCOM) as well as **REVA University** Bangalore, which is one among the best universities in India.
2. That the second party is an AICTE approved engineering college with an AICTE ID 1-602311 and to conduct the Engineering graduate programs at the mentioned college site of SAHRDAYA College of Engineering & Technology, Kodakara, Thrissur(Dt) Kerala -680684.

This M O U is for a period of 3 years and can be renewed or terminated with a notice period of 3 months.

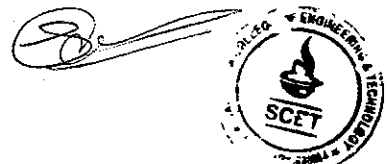
3. That the first party will assist the second party to register, download and install the Autodesk Free education software to the lab (software's like AutoCAD, Revit, 3ds Max, Inventor, Fusion360 etc), which is available free of cost from Autodesk for a period of 3 years from the date of activation of the softwares, which can be renewed after 3years of tenure as free of cost, under the sole discretion of Autodesk and based on the AAP (**Autodesk Academic Adoption Program**) program signed as an MOU between AICTE and Autodesk on 15-October 2010 to conduct the Authorized/Legal training and Autodesk certification exams in the College lab for the students and faculty members of the College/Departments, under the mutually agreed terms with an ATC of Autodesk.
4. That the first party will assist the students/Educators of the college to get utilize the free software from Autodesk to the students and Educators for their personal learning through Autodesk Student Education Community portal as part of the AAP program.
5. That the First party will offer Autodesk Online exams on all the available Autodesk online exam products, with a good discounted academic rate other than its commercial rate to the students and Faculties of the SAHRDAYA College of Engineering & Technology, Kodakara, Thrissur(Dt) Kerala -680684 which will

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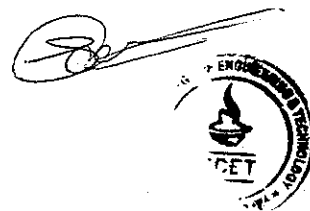



- help them to earn a recognized International certification from Autodesk and thus to improve the employability and recognition of the students and faculties. The students and faculties are able to attend the exams in their college labs using the infrastructure of the college.
6. That the First party is also offering Autodesk Product training to the students of the SAHRDAYA College of Engineering & Technology, Kodakara, Thrissur(Dt) Kerala -680684 at a specially discounted course fee, which will be executed depend upon the need and the interest of the students. The courses are offered on the various CAD softwares like AutoCAD, Revit Architecture, and 3Ds MAX design, Inventor, Fusion 360, Revit MEP, AutoCAD Electrical, Autodesk Eagle etc. These courses are suitable for students of the Different Engineering Department, and the training will be conducted utilizing the infrastructure of the college. Autodesk Certification Exams will be conducted with each training program at the respective levels.
 7. That the First party will depute qualified and experienced faculty who is approved by Autodesk as ACI/AAI (Autodesk Certified Instructor/Autodesk Approved Instructor) for imparting any kind of training comes under the AAP program.
 8. That the Second party can decide about the training & certification program at their own will, based on the interest and the willingness of the students. If the students are interested, both the parties jointly announce and conduct the trainings utilizing the facilities of the college at a discounted course- fee which is mutually agreed upon. The fee structure can be modified time to time and announced mutually agreed manner. Fifty percentage of the training fee will be collected in advance from the students by the first party and the rest of the payment will be collected in the middle of the training program.
 9. That if the fee is collecting and issuing by second party, the payment (cheque/DD/Cash) to first party should be made in the name of "MARS TECHNOLOGY" payable at Thrissur. The Second party also helps to conduct the trainings for their students in a decent and orderly manner by ensuring the proper attendance and participation and facilitating the trainings program in their best possible manner.
 10. That the Second party is agreed to conduct the Autodesk online examination whenever there, a training program is being conducting for their students. This will ensure quality to the training course offered by the first party. The online examinations can be conducted even without any training courses



also. The exam fees will be remitted by the students in advance and collected by the first party, by cash, and the second party has no financial commitment towards that.

11. That the first party serves as the Autodesk Academic Adoption Partner to facilitate the online exams inside the SAHRDAYA College of Engineering & Technology, Kodakara, Thrissur(Dt) Kerala -680684. The first party will provide One Examination voucher to each participant to each exam payment remitted by the candidate. In case if any student fails and wants to attend second time, he has to remit additional Exam fee as insisted by the first party. The E-Certificate will be available for the successful candidate through their Autodesk exam web account.
12. That the first party will do the needful to get avail all the benefits comes under AAP program to the students of college. The programs like Workshops, Boot-camps, Events, Design Challenges, (National/International), Student Expert Drives, Design Academy Enrolment, etc. will be extended to the students in time.
13. That the first party will do the needful to get avail all the benefits comes under AAP program to the college. The program like Workshops, FDPs, Webinars, Exam Drives, etc. will be extended to the relevant educators of the college in time.
14. That any alteration, addition or modification to this agreement is to be in writing and signed by both the parties.
15. That the two print out of this agreement on stamp paper signed by both parties will be considered as the original one, and the photostat of the agreement signed by the both parties will be considered as the duplicate one. Original copy of the agreement will be kept with first party and duplicate with second party



IN WITNESS WHEREOF BOTH THE PARTIES HEREBY HAVE SET AND SUBSCRIBED
THEIR RESPECTIVE HANDS ON THIS THE 30th July 2019

First Party:

For


Mr. Sreejith K K
Managing Director,
CADCENTER-, Indian Educational Enterprises (P) Ltd
Head Office: - 3rd Floor, Srinivas Chambers, M
G Road, Ernakulam, Kerala, India-682035


.....



Mr. Manoj P C
Channel Partner,
CADCENTER, Indian Educational Enterprises (P) Ltd.,
Kodungallur, Kerala, India- PIN : 680664

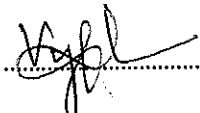
Second Party:


.....
HOD
ELECTRICAL & ELECTRONICS



Mr. Sebin Davis K.
HOD EEE Department
SAHRDAYA College of Engineering & Technology,
Kodakara, Thrissur(Dt) Kerala -680684

Witness:


.....

Dr. Vijikala V.
Associate Professor
SAHRDAYA College of Engineering & Technology,
Kodakara, Thrissur(Dt) Kerala -680684

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) entered on the 11TH day of June 2015

By and Between

LIVEWIRE – a division of CADD Centre Training Services Pvt Ltd, having its office at 8th Floor, Gee Gee Crystal, # 91, Dr.Radhakrishnanan Road, Mylapore, Chennai 600 004 (hereinafter referred as "LIVEWIRE" for the sake of brevity) and represented by its Centre Head Mr. DIGESH KAINOOR having the training centre at ANNA TOWER, COLLEGE ROAD, EAST FORT, THRISSUR - 680005 which expression shall mean and include its successors and assigns.

And

Department of **Electrical & Electronics Engineering**, having its campus at SAHRDAYA COLLEGE OF ENGINEERING AND TECHNOLOGY, Kodakara, Thrissur, Kerala- 680684 and represented by its Head of the Department ,Mrs. JITHA JOSEPH, Electrical and Electronics Engineering, which expression shall mean and include its successors in office and assigns.

10614 VALUE Rs.20

C. I. VARGHESE
VENDOR No: 31
THRISSUR

Cadd Centre Training Services
Pvt Ltd, Chennai

10 JUN 2015



LIVEWIRE, The party of the first part shall provide:

- Introduction to Electrical and Electronics Engineering training (ElectroNIKS) for all the engineering students from Second year onwards of EEE discipline.
- Specially designed course material for the Introduction to Electrical and Electronics Engineering, free of charge to every student who is participating the 20hrs training.
- Participation certificate to all the participants of this unique introduction to Electrical and Electronics engineering training program; college name shall be printed on the certificate.
- Make the students aware of the latest tools and techniques through technical appreciation programs and keep them aware of the industry requirements.
- Optional advanced training required by the students at a subsidized course fee.
- Qualified trainers for the conduct of the course.
- Periodical assessment of the progress of students for their further improvements.

The College, The party of the second part shall provide:

- The required number of computer systems and other required infrastructure.
- The Class rooms with LCD projector and a Computer for the conduct of the theory classes.
- To Schedule the classes during the weekdays (including Saturdays).
- To ensure all students attend the training programs scheduled for them.
- Disciplinary support for the smooth conduct and timely completion of the entire course.

Participants:

- The participants would be the SECOND year THIRD year and the FINAL year students of Electrical & Electronics Engineering branch.

Course Contents:

- Introduction of Electricals
- Electricity
- Voltage, Current and Power
- AC Theory and Proof
- Basics of electronics
- EMG (Muscle Recorder Using Surface electrodes)
- Circuit Analysis and Proof
- Norton analysis and Mesh Analysis and Proof
- Thevinin's analysis and Proof

- Simulation software for Basic Electronics- P spice
- Amplifiers
- Simple IC – Fabrication Process
- Chip Designing Software -VLSI
- Microcontroller and microprocessor
- Robotics Basic Designing Technology

Time Schedule:

The program will be conducted during the college timings. Depending on the total strength, the students will be divided into batches with a minimum of 20 and a maximum of 60 per batch. The program will be conducted according to the time table drawn up with the mutual consent of both parties.

Jurisdiction:

All matters, queries, disputes or differences, whatsoever, arising between the parties touching the construction, meaning, operation or effect of this Memorandum of Understanding or out of or relating to this Memorandum of Understanding or breach thereof shall be settled through arbitration in accordance with the relevant Arbitration Act in force at such time. The Arbitration award shall be binding on both parties.

Termination:

Both the college and LIVEWIRE shall have the rights to terminate this MOU by providing three months' notice. Termination of this MOU for whatever reason shall be without prejudice to the rights of either party and of the students and the ongoing academic programmes.

Validity:

This Memorandum of Understanding will be valid for a period of one year which shall be extendable with the mutual consent of both the parties. This Memorandum of Understanding shall come into effect from 11th JUNE 2015

IN WITNESS WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the day and year.

Head of the Dept, Mrs. Jitha Joseph

FOR AND ON BEHALF of

Department of Electrical and Electronics Engineering

For SAHRDAYA COLLEGE OF ENGINEERING & TECHNOLOGY

Center Head, Mr. Digesh Kainoor

For LIVEWIRE – Thrissur Centre

Seal _____



WITNESS:

1. *[Signature]*

2. Finny John Petruide

[Signature]

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केरल KERALA

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Memorandum of Understanding
between

Hykon India (P) Ltd., Thrissur

and

Sahrdaya College of Engineering & Technology, Kodakara,
Thrissur

This Memorandum of Understanding (herein after referred to as MoU) is made on the 4th Day of February, 2015 between The Chairman & Managing Director, Hykon India (P) Ltd., Hykon House, Ikkandawarrier Road, Thrissur, Kerala, a company incorporated under the Companies Act 1956 with Registered and Corporate office at Thrissur mentioned hereafter as Hykon on one part and Sahrdaya College of Engineering & Technology, Kodakara, Thrissur, managed by Irinjalakuda Diocesan

NO. 1111 VALUE RS. 50



[Signature]
Principal
Sahrdaya College of Engineering & Technology
Kodakara, Thrissur

TREASURY
AN 2015

Educational Trust, Kumbalagakuda, mentioned hereafter as "Sahrdaya", on the other part as partners for promoting the industry-academic interaction activities and help to achieve academic excellence of Sahrdaya College of Engineering & Technology Kodakara, Thrissur.

WHEREAS both Hykon and Sahrdaya, (herein after called 'Parties') desires to carry out programmes for promoting industry-academic interaction, herein referred to as "Programme", jointly with the diligence and efficiency as desired within this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the Programme.


WHEREAS the Hykon and Sahrdaya agree to enter into industry-academic interaction programmes, and both the parties agree to enter into an MoU with the terms as follows.

OBJECTIVES OF INDUSTRY-ACADEMIC INTERACTION PROGRAMME

The major objectives for which the parties associate with each other are:

- a. To effectively share the facilities and expertise for improving the capabilities for advanced education and research.
- b. To facilitate academic and research interactions among employees of both Institutes.
- c. Increase the relevance of the academic research and consultancy in the research and product development initiatives at Hykon.




Principal
Sahrdaya College of Engineering & Technology
Kodakara, Thrissur

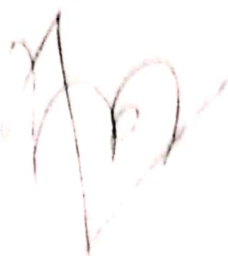
- d. Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement
- e. To enable the use of laboratories and test facilities in Sahrdaya on a preferential basis and concessional rate by Hykon and vice versa.
- f. To provide opportunity for students from undergraduate, graduate, and research scholars of Sahrdaya to undertake industrial training and projects in Hykon for mutual benefit.
- g. To encourage the training of employees of Hykon in Continuing Education activities, Skill development activities and Subject upgradation workshops using the facilities of Sahrdaya.
- h. To provide expert faculty from Hykon for academic and training programmes of Sahrdaya.
- i. To provide advice in formulating curriculum and syllabus of courses of Sahrdaya by the experts from Hykon.
- j. To conduct joint/collaborate research and consultancy.

THE PROGRAMME

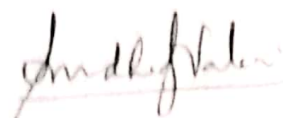
This MOU is to formalize joint programme activities that will help Sahrdaya to enhance its research and educational capabilities, and Hykon in achieving its business objectives. The following activities are indicative of the types contemplated through this joint program:

JOINT PROJECTS

Faculty and Students from Sahrdaya will participate in product development activities through projects sponsored by Hykon or through joint collaboration with Hykon and Sahrdaya.



3

Principal
Sahrdaya College of Engineering & Technology
Bangalore, India

RESEARCH PARTICIPATION AND COLLABORATION

Visits of faculty, staff, and students of Sahrdaya, to Hykon facilities for consultations, meetings, workshops, short courses, and research participation will be encouraged and facilitated. In addition, consultancy tenures for summer or sabbatical periods may be sponsored when appropriate for longer-term collaboration.

STUDENT INTERNSHIPS AND EMPLOYMENT

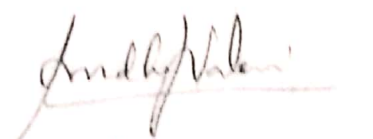
Students will be encouraged to take advantage of the opportunities that exist at Hykon facilities to understand high technology research, development, manufacturing and marketing. Participation in programs that allow students to gain valuable experience & training as interns will be encouraged. However Hykon will have no obligation to hire the student interns from Sahrdaya.

Hykon will also provide mentoring to students chosen in concert with Sahrdaya. These students will be mentored by experienced engineers from Hykon, who may also act as their project guides and advisors.

COURSES, SEMINARS AND WORKSHOPS

Hykon and Sahrdaya will each other inform, and make available, on an "as-available" basis, slots to personnel in short term courses, lectures, workshops and seminars conducted by them covering various




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areas of common interest. Sahridaya may also develop programmes and conduct courses for Hykon personnel. Hykon will also support Sahridaya, in the development and coordination of conferences and workshops in areas of mutual need and concern.

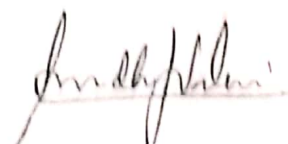
IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme, Hykon and Sahridaya also agree that:

- a. The interaction between Hykon and Sahridaya will be implemented by creating a Coordination Cell both at Hykon and Sahridaya.
- b. Each such cell will be headed by an employee nominated by the respective Head of institution who shall be designated as Network Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- c. Hykon and Sahridaya will constitute a Network Coordination Committee (NCC) for regular monitoring of the activities and achieving the set targets. The Committee will meet at least once in six months and review the progress.
- d. If the activities could result in the form of publication/patent then the IPR will be with both the institutes with due percentage share agreed upon.
- e. Notwithstanding this MoU, Hykon and Sahridaya will sign separate agreement for specific projects



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NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Hykon and Sahridaya also agree that they will abide by the non-disclosure of any confidential information exchanged during the Programme.

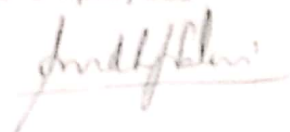
FINANCE

Regarding the financial arrangements during the Project implementation, Hykon and Sahridaya further agree to:

- a. Both the institutions will engage services of the existing employees for the Programme and no additional staff will be provided.
- b. Both the partners will utilize existing infrastructure for industry-academic interaction arrangement.
- c. All expenses in connection with implementation and monitoring such as TA/DA, boarding/lodging and conveyance of members will be borne by the respective institutions.

INDEMNITY

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees



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from and against any claims or actions arising out of or in any way relating to the provision and implementation of the Programme as per this MoU.

DURATION

This MoU will be active for a period of three years from the date of this MoU. It will be extended for further period by mutual consent.

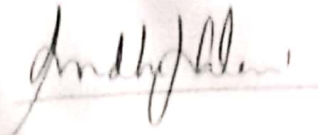
TERMINATION

Either party has the right to terminate this MoU by giving ninety days written notice to the other party.

JURISDICTION

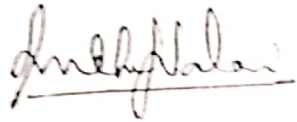
In the event of any dispute arising out of this MoU, the parties agree that the courts of Thrissur, Kerala alone will have jurisdiction.




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The two parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the Programme.

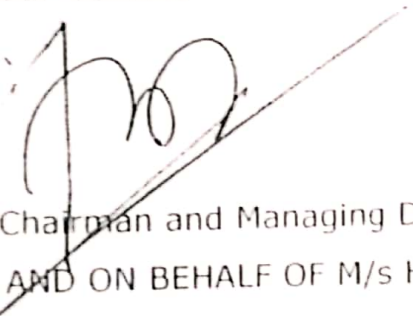
IN WITNESS WHEREOF the parties here to have caused this MoU to be signed in their respective names as of the day and year.



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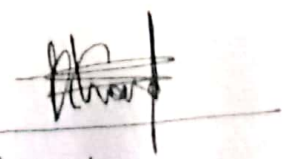
Principal, Sahrdaya College of Engineering & Technology, Thrissur
FOR AND ON BEHALF OF Sahrdaya College of Engineering & Technology,
Thrissur-680684



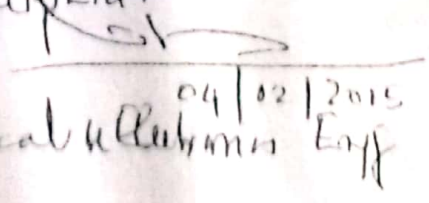
The Chairman and Managing Director, Mr. Christo George,
FOR AND ON BEHALF OF M/s Hykon India (P)Ltd., Thrissur- 680001.

WITNESS:

1. Dr. Santhosh Koshy Thomas
Executive Director, Hykon India (P)Ltd.



2. Prof. P. D. Sankaranand,
Head, Dept of Electrical & Electronics Engg
SCET, Kodakara



04/02/2015