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DA 721642

Memorandum of Understanding (MOU)

This MOU is made on 12th day of May 2022

BETWEEN

Johin and Jismi IT Services LLP (herein referred as Johin & Jismi), the most trusted Oracle NetSuite Alliance Partners in India with its office located at Kottat, Chalakudy P.O , Thrissur, Kerala, represented by its Founder and Chief Executive Officer of the first part

AND

Sahrdaya College of Engineering and 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.

NUMBER 22538 R. 100/-

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Both referred to as together as Parties

WHEREAS Jobin and Jismi IT Services LLP is an IT firm offering a number of business operations including implementation, enhancing services customization, administration, and integration of Oracle NetSuite accounts.

WHEREAS, Sahrdaya is a pioneering institution in the field of education.

OBJECTIVES OF JOBIN AND JISMI -SAHRDAYA PROGRAMME

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

- To facilitate academic interactions among stakeholders of both Institutes.
- To provide training by relevant experts from Jobin and Jismi and thereby strive to improve the technical competency of eligible undergraduate and postgraduate students of Sahrdaya.

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- c. To share ideas and implement methods, for product development activities through project guidance and technological support from Jobin and Jismi
- d. Collaborate to share and exchange information between both parties for mutual benefit and technology enhancement.
- e. Strive to provide Placement and internship opportunities to the eligible undergraduate and postgraduate students of Sahrdaya.

THE PROGRAMME

The Parties have agreed to execute this MoU for the collaboration with the primary objective of establishing a training program at Sahrdaya to provide training to the students on Jobin and Jismi 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 technical workshops, seminars, collaborative research, project guidance, internship, training programs, industry- institution interface as may be mutually agreed between the parties.

MONITORING

The monitoring of the programme, Jobin and Jismi and Sahrdaya agree that:

- a. The Parties agree to establish the training program at both institutes. The training program shall require theoretical and practical training experience to be provided to the selected Participants.
- b. The training program will be conducted twice a year only.
- c. Training will be provided by Jobin and Jismi IT Services LLP only if they have adequate time.
- d. Salırdaya shall provide the required services like interior infrastructure architecting and furnishing, electricity, standby power, internet, air conditioning and other amenities.
- e. Jobin and Jismi provide relevant experts/qualified trainers for training, impartation of desired technological knowhow and project guidance as per the mutually agreed schedule.

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f. It is fully acknowledged by Sahrdaya that Jobin and Jismi shall be the sole and exclusive proprietor of any or whole of innovative advancements or inventions achieved during the course of this program.

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 Jobin and Jismi domain expertise will help both the parties to create an innovative culture. This may result in development in the field of Engineering projects.

NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

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

The intellectual property rights of Jobin and Jismi 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 Jobin and Jismi 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 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, Jobin and Jismi and Sahrdaya further agree that:

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- a. Both 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 other parties 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

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This MoU will be active for a period of One Year from the date of this MoU. It will be extended for a 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

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

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

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

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The Executive Director, Sahrdaya College of Engineering and Technology Thrissur
FOR AND ON BEHALF of Sahrdaya college of Engineering and Technology
Thrissur.

The Managing Director, John and Jismi IT Services LLP, Kottat, Chalakudy

WITNESS

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PRINCIPAL.

12/01/22.

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