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DL 623089

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 20<sup>th</sup> day of September, 2022

Between

Part Matters Pvt Ltd, having its offices at 28B/1-2, Amara Jeeva Road, East IV, Coimbatore, Tamilnadu - 641027, India, through its Authorised Representative **Mr. Abilash Ramalingam** (hereinafter referred to as "Part Matters / First Party" which expression shall, unless it be repugnant to the context or subject thereof, include its employees, associates, affiliates, successors and permitted assigns.)

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", of the other part

(Part Matters and Sahrdaya, are referred to individually as the "Party" and collectively as "Parties")

The Parties desire to enter into a Memorandum of Understanding that supersedes all other agreements, if in existence, and record terms and conditions for their mutual understanding and now therefore it is agreed by and between the Parties hereto as follows:

No: 8056 / 13-9-2022 Rs: 100/-  
Sahrdaya college of Engineering &  
Technology, Kodakara

M. SHIBI JOHN  
Acting Vendor No. 1  
Dio. H.L. Laxappan  
Kodakara







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**WHEREAS**

First Party is in the business of Supply Chain Solutions and provides Services which relates to providing project execution support in various fields.

Second Party is an Educational Institution imparting quality education in the field of Engineering and Technology to all the sections of the society.

Present MoU is being entered into by the Authorized Representatives of both the parties and are authorized by law to do so.

The Parties hereby agree to collaborate in a mutually satisfactory form and manner in order to impart training and project engagements to the interns provided by Sahrdaya depending upon the field of experience the intern is qualified for. (the "Purpose").

The Parties now wish to enter into this MoU to broadly set out the basis and understanding to collaborate.

**NOW THEREFORE**, in consideration of their mutual will, undertakings and being legitimately and legally in full capacity to conclude this MoU, the Parties hereto covenant and enter into the following understanding:

No: 8057 / 13-9-2022 / Rs: 100/-  
Sahrdaya College of Engineering & Technology, Kodakara  
N. SHIBI JOHN  
Acting Vendor No. 12  
D/o. N.L. Lonappan  
Kallattumkara  
KERALA DISTRICT TREASURY  
5 SEP 2022  
ERINJALAKUDA



## TERMS OF AGREEMENT

### 1. PURPOSE OF ASSOCIATION AND OBJECTIVES:

First Party shall provide its services to the Second Party by way of Internships and development programs to the interns provided by the College.

For the above said purpose the First Party shall engage 'Interns' of the Second Party, who shall be the students of 3<sup>rd</sup> and 4<sup>th</sup> academic year, for the term as may be mutually agreed between the parties. That the term of the intern with the First Party shall be for a period of 1 year(s) and shall serve the said term. At a given point of time, the First Party shall have a specified number of interns of the Second Party as discussed mutually and the said number shall be maintained by the Second Party. First Party shall have the right to refuse a particular intern in case he does not meet the specified criteria for the training that is to be imparted.

The said interns shall be provided with required training by the First Party in order to achieve the purpose of the present MoU. It is understood by the Second Party that a considerable amount of money is being invested towards the training of such interns and as such every endeavour shall be made to provide the specified numbers of interns by the Second Party.

That as and when a particular intern does not join or leave the First Party mid way, with or without notice, the fact shall be intimated to the Second Party and Second Party shall provide replacement of the intern who shall be again trained by the First Party for the purpose of the present MoU. Expenses can be incurred from the intern with their concern who leave the First Party since training has been imparted by the First Party to such interns.

There may be circumstances when the training is to be imparted or for any other purpose, when the laboratory or such place may be needed inside the campus of the Second Party, in such cases, the Second Party as and when sought by the First Party, shall provide such place or laboratory for the fulfillment of the purpose of the present MoU. Prior information with respect to the said requirement shall be given by the First Party to the Second Party.

Second party agrees to keep the first party informed of the interns job placement status during their course of internship. As and when the information with respect to the said intern's placement comes to the knowledge of the First Party, the First Party shall be provided with an opportunity to provide a counter offer to the said intern.





## 2. TERM AND TERMINATION:

a.) The MoU shall initially be valid for a period of 2 (two) years commencing from the date of execution of the MoU and can be further extended for such period and on such terms as may be mutually agreed to between the Parties hereto.

b.) Either Party may terminate the present MoU by providing an advance written notice of 60 (Sixty) days to the other Party without assigning any reason thereof.

c.) Either of the Parties may terminate this MOU, for cause, at any time, by serving upon the other an advance written notice of 90 (Ninety) days of its intention to terminate the MOU in the following circumstances:

i) if the other Party is in a gross breach of this MoU and such breach is notified to the said Party in writing and not remedied within a period of 15 days of such notification and

ii) If either of the Parties to this Agreement are rendered insolvent or are subject to bankruptcy proceedings.

The Parties shall continue to discharge their respective obligations contained herein during the notice period.

If either Party decides to terminate the MoU due to any of the reasons mentioned above, each Party shall be liable to complete all the obligations/tasks in progress.

## 3. NON-EXCLUSIVITY & JURISDICTION:

a.) The relationship of the parties in this MoU shall be construed as a non-exclusive working relationship not restricting either parties from engaging with any similar organization/s during the tenure of the MoU unless as specifically provided in this MOU.

b.) This MOU shall be governed by and be construed in accordance with the laws of India. The courts at Chennai alone shall have the exclusive jurisdiction to entertain and/or try any dispute arising out of or in connection with or in relation to the terms of this MOU.

4. **NON - DISCLOSURE & CONFIDENTIALITY:** Parties agree to keep in confidence and to prevent the disclosure to third parties and not to use or disclose, other than for the Purpose of this MoU, all such information as each Party shall provide to the other or as shall come to the attention of the receiving Party in the form of information and / or other material and communications, whether written or oral, including, but not limited to, all confidential information of third parties with whom any Party may have a secrecy agreement. Such obligation shall remain in force for the tenure of this MoU and for the subsequent two years. For purposes of this Agreement, the term "Confidential Information" means all information (whether written or oral) and documents (whether or not explicitly designated as confidential) regarding the Disclosing Party, including, but not limited to, graphics, images, drawings, designs, software and programs, equipment, technology, know-how, developments, inventions, trade secrets, formulae, product plans, concepts, processes, research, test data, samples, pricing, specifications, and financial, commercial, technical, business, and other data and information (including all notes,





memoranda, summaries, reports, analyses, compilations, studies or other similar materials prepared by the Receiving Party), whether or not acquired through visits or discussions and whether or not covered by intellectual property rights. The term "Confidential Information" does not include any information of the Disclosing Party that (a) is or becomes generally available in the public domain, other than as a result of an unauthorized disclosure by the Receiving Party or any third party, (b) the Receiving Party can prove by documentation was previously known to the Receiving Party on a non-confidential basis, (c) is disclosed to the Receiving Party by a third party who has the legal right to disclose the same, or (d) can be shown by the Receiving Party to have been independently developed by its Representatives without access to such Confidential Information. No portion of the Confidential Information will be deemed to be within any of the immediately foregoing exceptions solely on the basis that more general information of a corresponding nature is within any such exception, or on the basis that individual elements of the Confidential Information are independently developed within any such exception.

**5. INTELLECTUAL PROPERTY (IP) RIGHTS :**

All the Intellectual Property Rights (IP Rights) which are of the First Party or has been created during the tenure of the present MoU shall be solely that of the First Party and the Second Party shall have no ownership qua the said IP Rights at any point of time.

**6. Consideration :**

Students are provided with unpaid internships at the beginning and later may consider for a stipend based on their performance.

**7.** This MoU shall come into force and effect upon its signing.

**8. Successors:** This MoU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**9. Modification:** This MoU may not be modified except by written agreement of both Parties hereto.

**10. No further obligations.** This MoU is not intended to:  
a. oblige a Party to enter into any other agreement; or  
b. Require consideration for any information received.

**11. Waiver.** No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other right, power or privilege hereunder.

**12. No assignment.** Neither this MoU nor any benefit, obligation or interest arising from it may be assigned by either Party without the prior written consent of the other Party.



13. **Severability.** If any term or provision of this MoU should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this MoU shall remain unaffected and in full force and effect.

14. **Limitation of Liability:** The Parties agree that the liability for indirect and/or consequential damages, such as, but not limited to, the loss of profit or interest, shall be mutually excluded under any circumstance. Indirect and/or consequential damages of members or other contractual partners of the respective Party shall qualify as indirect and/or consequential damages hereunder.

15. This MoU is not intended to create, nor should it be construed as creating a corporation, partnership (whether general or limited) or any legal entity or continuing relationship or commitment or Association of Persons (AOP) between the Parties other than as expressly contained in this MoU.

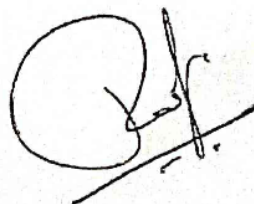

16. All disputes, controversies or differences arising over the application or interpretation of this MoU shall be settled, if possible, by negotiation of the Parties. If the matter is not resolved by negotiations, any Party may by giving written request, cause the matter to be referred to a meeting or phone call discussion of the Management of each Party (hereinafter "Management"). Such meeting or phone call discussion with documented minutes, shall be held within ten (10) business days following the giving of the written request.

If the matter is not resolved through that meeting or documented minutes of phone call discussion of the Management or any subsequent meetings or documented minutes of phone call discussion agreed upon between the Parties within a period not exceeding thirty (30) business days from the date of written request, then the Courts at Chennai shall have sole and exclusive jurisdiction.

17. Any notice, consent, approval or other document, instrument or communication between the Parties will be in writing to the following addresses. The ruling language of this MoU shall be the English Language.

18. The Parties represent and warrant that the performance of their obligations herein do not, and shall not, conflict with any other agreement or obligation to which they are bound.


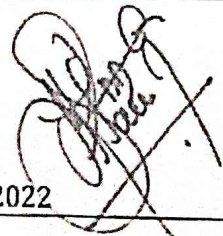
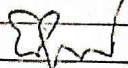
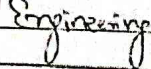
19. **Force Majeure:** In the event of either Party being prevented by Force Majeure to perform an obligation required to be performed by it under the agreement, the relative obligation of the party(ies) affected by such Force Majeure shall be suspended for the period during which such cause lasts. The term "Force Majeure" shall imply that neither Party shall in any circumstances whatsoever be liable to the other Party for any delay or failure to fulfill its obligations under this Agreement where any such delay or failure is caused in whole or in part by any reason beyond the control of the Party claiming such force majeure condition, and beyond contemplation of the Parties which may include, without limitation, the following: any act of terrorism, biological or chemical





warfare or contamination, nuclear risks, fire, acts of God, natural calamities including but not limited to lightning, floods, earthquake, tempest, cyclone, hurricane, whirlwind, storm, landslide, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions, war and any other form of violence including but not limited to civil riots and arson, floods, outbreak of an epidemic or a pandemic and continuation of its impact, partial or complete lockdown of supply of any goods or services or anything integral for execution of this Agreement whether or not on or under instruction/s or direction/s or advisory/ies of the Central or concerned State Government/s or any administrative, judicial or quasi-judicial authority/ies, any change in law including promulgation of a new Act or Regulation or Rule and the like framed by any governmental or supranational authority or any amendment to such already existing Act or Regulation or Rule, or any judgment, decree, order or direction of any court/tribunal/forum or any judicial or quasi-judicial authority which renders performance of this Agreement impossible in whole or in part; or any similar occurrence/reason as above. Each Party claiming non-performance of its obligations under this Agreement on the basis of a force majeure condition or event shall notify the other Party in writing immediately or within reasonable time of the occurrence/beginning as well as the termination/ending of such condition or event. If the Force Majeure condition(s) lasts for more than Thirty (30) days, either party shall have the option of terminating the Contract without any liability for breach or otherwise on its part resultant upon the termination. Further, neither Party shall be precluded from performing its obligations under this Agreement or be liable as per provisions in this Agreement till the date either Party is notified of such force majeure event.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed by their respective duly authorized officers as of the date first above written.

Signed on behalf of Part Matters Pvt Ltd Postal address: 28B/1-2, Amarar Jeeva Road, East IV, Coimbatore, Tamilnadu - 641027, India		Signed on behalf of Sahrdaya College of Engineering and Technology Kodakara, Thrissur- 680684	
Name: Mr. Abilash Ramalingam Mobile: +91- 9884881815 Email: abilash@partmatters.com		Name: Fr. George Pareman Contact: 0480 2726630 Email: principal@sahrdaya.ac.in	
Designation: Director, Business Operations		Designation: Executive Director	
Signature and seal: 		Signature: 	
Date: 20/09/2022		Date: 20/09/2022	
Witnesses: 			
Name: R. Poobhalakrishnan		Name: DO. NIXON KURUVILA	
Designation: Lead - Component Engineering		Designation: PRINCIPAL	
Signature: 		Signature: 