



2021-2022

കേരളം കേരल KERALA

CZ 556563

Memorandum of Understanding (MOU)

This MOU is signed on 30th day of November 2021

BETWEEN

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 first part

AND

Star Innovations (herein referred as STAR INNOVATIONS) having its Registered Office at Star Chambers , Shornur Road, Thrissur -680001, represented by its Business Head on the other part as partners.

Both referred to as together as Parties

Mr. Prakash P V

Fr. George Pareman



No. 18920 / 06.11.2021 Rs. 100/-

സഹദായ കോളേജ് ഓഫ് എഞ്ചിനീയറിംഗ് & ടെക്നോളജി, കോടകാര, തൃശ്ശൂർ നഗരം, കേരളം
ഇതിൽ "സഹദായ" എന്ന് പറയുന്നത് സഹദായ കോളേജ് ഓഫ് എഞ്ചിനീയറിംഗ് & ടെക്നോളജി, കോടകാര, തൃശ്ശൂർ നഗരം, കേരളം എന്നാണ്.

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

STAR INNOVATIONS is an Information Technology Company offering a wide range of services and solutions in India. The range of services includes Systems Design and Software Development, Systems Engineering, and Education and Training.

First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

The Parties intend to cooperate and focus their efforts on cooperation within the areas of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

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

CO-OPERATION

Both Parties are united by common interests and objectives, and they shall establish cooperation.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

The parties shall cooperate with each other and shall as promptly as is responsibly practical, relevant agreement.

SCOPE OF THE MoU

Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also be involved in Industrial Training Programs for the First Party.

Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends.

Internship & Placement: Second party will actively engage to help the delivery of the training of the students of the first party on the technology trends and make them industry ready.

There is no financial commitment on the part of the Sahrdaya, the first party to take up any programmes mentioned in MoU. If there is any financial consideration, it will be dealt separately by the first & second party on mutual deliberations.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms. In the event of termination, both parties have to discharge their obligations.



RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

FORCE MAJEURE

In the event of non-fulfilment of the terms and conditions of this MoU due to any reasons of force majeure neither the, Sahrdaya nor, STAR INNOVATIONS shall be held for any loss or consequential losses.

Any lack of understanding of the clauses of this Memorandum of Understanding and the spirit behind the implementation of this MoU will be resolved by mutual discussions between the designated representatives of both sides.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility.

AMENDMENT

No amendment to this agreement is valid unless signed by a person duly authorized by the parties.

TERMINATION:

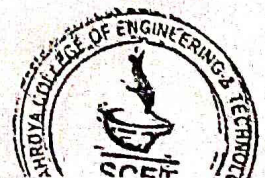
Each party shall have the right to terminate this Agreement, by a prior notice of 3 Months in writing to the other party upon the occurrence of any of the following events:

a) If either party commits any wilful breach of any terms stipulated in this Agreement and has failed to rectify the same within the notice period of 30 days, the party shall be responsible for conducting the training for the students enrolled before the termination of the contract.

On the expiry or termination of this Agreement, all rights and obligations of the parties shall automatically terminate except: -for such rights of actions that have accrued prior to such termination and any obligations, which expressly or by implication are intended to come into or continue in force.

DISPUTE RESOLUTION

In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with mutual

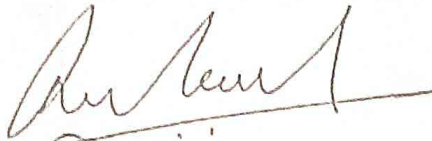


consent. The venue of the Arbitration shall be New Delhi and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and the courts of Ernakulam shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this agreement. In witness of the above, both parties set their hands to this MoU on the date mentioned hereinbefore.

For and on behalf of STAR INNOVATIONS



Mr. PRAKASH P V S

Vice President - Marketing

(seal)

For and on behalf of Sahrdaya



Fr. George Pareman

Executive Director, Sahrdaya

(seal)

