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MEMORANDUM OF UNDERSTANDING

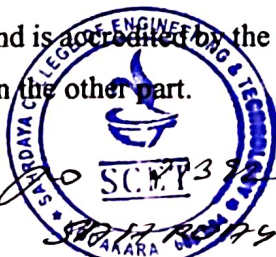
This Memorandum of Understanding (herein after referred to as MoU) is made on the 18th Day of November 2024,

BETWEEN

M/s. Kerala Electrical & Allied Engineering Co. Ltd, Mamala P.O, Kochi – 682 305 (A Government of Kerala Undertaking), a Company incorporated under the Companies Act 1956 and having its Registered Office at Mamala P.O, Thiruvankulam, Kochi -682305, hereafter called 'KEL' on one part

AND

Sahrdaya College of Engineering & Technology(Autonomous), Kodakara,Thrissur-680684 is one of the leading Professional Colleges in Kerala,an AICTE approved College and is accredited by the National Board of Accreditation (NBA), herein after called "SCET" on the other part.



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Sahrdaya College of Engineering and Technology Kodakara

VENDOR No. 2 IRINJALAKUDA

Whereas both **KEL** and **SCET** (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 **KEL** and **SCET** agree to enter into industry-academic interaction programmes, and both the parties agree to enter into a 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 **KEL** and faculty / students / research scholars of **SCET**.
- c. Increase the relevance of the academic research and consultancy in the research and product development initiatives at **KEL**.
- d. Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.
- e. To enable the use of laboratories, test facilities and design/analysis software in **SCET** on a preferential basis by **KEL** and vice versa.
- f. To provide opportunity for students from undergraduate, graduate, and research scholars of **SCET** to undertake industrial training and projects in **KEL** for mutual benefit.
- g. To encourage the training of employees of **KEL** in Continuing Education activities, Skill development activities and Subject upgradation workshops using the facilities of **SCET**
- h. To provide expert faculty from **KEL** for academic and training programs of **SCET**
- i. To provide advice in formulating curriculum and syllabus of courses of **SCET** by the experts from **KEL**.
- j. To conduct joint/collaborate research and consultancy.
- k. To provide technical training for faculty members of **SCET** at **KEL**



THE PROGRAMME

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

JOINT PROJECTS

Faculty and Students from SCET will participate in product development activities through projects sponsored by KEL or through joint collaboration with KEL and SCET will also provide Simulation, Design Optimization & 3-D Analysis of KEL products / Products being designed & developed by KEL, using Design Analysis & Simulation software available at SCET

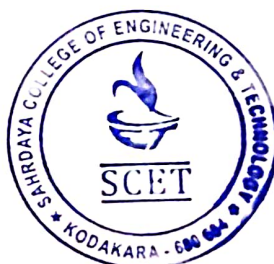
RESEARCH PARTICIPATION AND COLLABORATION

Visits of faculty, staff, and students of SCET to KEL 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 KEL facilities to understand high technology research, development, manufacturing and marketing. Participation in programs that allow students to gain valuable experience & training as interns as per KTU norms will be encouraged. However KEL will have no obligation to hire the student interns from SCET.

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



COURSES, SEMINARS AND WORKSHOPS

KEL and SCET will each other inform, and make available, on an "as-available" basis, slots to personnel in short courses, lectures, workshops and seminars conducted by them covering various areas of common interest. SCET may also develop programmes and conduct courses for KEL personnel. KEL will also support SCET in the development and coordination of conferences and workshops in areas of mutual need and interest.

IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme, KEL and SCET also agree that:

- a. The interaction between KEL and SCET will be implemented by creating a Coordination Cell both at KEL and SCET.
- b. Each such cell will be headed by an employee nominated by the respective Head of institution who shall be designated as Programme Coordinator and whose main responsibility will be to execute and coordinate all activities envisaged under this MoU.
- c. 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.
- d. Notwithstanding this MoU, KEL and SCET will sign separate agreement for specific projects wherever found necessary.



NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

- a. During the tenure of this MoU both **KEL & SCET** will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.
- b. Both **KEL & SCET** shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this MoU.
- c. Both **KEL & SCET** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
- d. 'Confidential Information' shall mean any proprietary information, data or facts belonging to **KEL & SCET** collectively or severally, disclosed by the disclosing party under this MoU or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However, confidential information shall not include any data or information which:
 - i. Is or becomes publicly available through no fault of the receiving party;
 - ii. Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
 - iii. Is independently developed by the receiving party without reference to the confidential information of the disclosing party;
 - iv. Is rightfully obtained by the receiving party from a third party or is in the public domain;
 - v. Is disclosed with the written consent of the party whose information it is, or
 - vi. Is disclosed pursuant to Court order or other legal compulsion, after providing prior notice to the disclosing party.



FINANCE

Regarding the financial arrangements during the Project implementation, KEL and SCET further agree to:

- a. Unless otherwise mutually agreed for execution of any specific project, both the parties will engage services of the existing employees for the Programme and no additional staff will be provided.
- b. Both the parties will utilize existing infrastructure for industry-academic interaction arrangement.
- c. Unless otherwise mutually agreed for execution of any specific project, 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 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 shall be effective from the date of execution of this MoU. Unless extended further or terminated earlier, this MoU will be valid for a period of Three years from the date of this MoU. Duration of this MoU may 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. However, termination of the MoU shall not in any manner affect the interests of both the Parties. Also, specific projects initiated as per this MoU, in progress at the time of termination/expiry of this MoU, shall continue till completion, unless otherwise decided by both the parties.



RESOLUTION OF DISPUTES:

The dispute or difference arising between parties herein in relation to or in connection with this MoU shall first be tried to be resolved amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Ernakulam and language of arbitration shall be English.

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.

Col. SHAJI M VARGHESE (Retd)
MANAGING DIRECTOR

For and on behalf of Kerala Electrical & Allied Engineering Co. Ltd. Mamala P.O., Kochi- 682305

COL. SHAJI M VARGHESE (RETD)
Managing Director
Kerala Electrical & Allied Engg. Co. Ltd.
(A Govt. of Kerala Undertaking)
Mamala P.O., Kochi - 682 305
Phone: 081-2310004/P.O.

Rev. Fr. Dr. ANTO CHUNGATH
EXECUTIVE DIRECTOR

For and on behalf of Sahrdaya College of Engineering & Technology(Autonomous),
Kodakara, Thrissur-680684

WITNESS:

1. Ms. Suja. T, Manager (P&A), KEL
2. Dr. Leon Ittiachan, Director, SCET

