

കേരളം കേരള KERALA

CZ 517182

690520 represented by its **Principal** Dr.L.Padma Suresh (hereinafter referred to as 'BMCE' which term shall include its predecessors, subsidiaries, affiliates, and permitted assigns)

'ICTAK' and 'BMCE' shall be individually referred to as 'Party' and collectively as 'Parties'.

### STATEMENT OF BACKGROUND

- A. **WHEREAS**, ICTAK is a trailblazer of skill development in various streams and collaborates with educational institutions across the nation to improve the employability skills of students.
- B. **WHEREAS**, BMCE provides formal education in Engineering and Management and is dedicated to design, develop and deliver various educational and research programmes for the holistic development of their students, harnessing the young innovative minds, making them responsible citizens of the country.
- C. **WHEREAS**, after careful evaluation, Parties have decided to collaborate together as a platform to mold the students according to the requirements of the corporate world as well as Research & Development concern.

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ICT Academy  
of Kerala

Dr. L. PADMA SURESH, Ph. D.  
PRINCIPAL

BASELIOS MATHEWS II COLLEGE OF ENGINEERING  
SASTHAMANGALAM, DISTRICT - KANNUR



### ARTICLE 3


#### DELIVERABLES

- i. To share the available infrastructure, laboratory facilities and expertise for research & academic purposes in accordance with and compliant to the policies of both Parties.
- ii. To share scientific materials, advice, assistance and information relating to areas of mutual interest including data, study reports, books, publications and course information between the Parties.
- iii. To jointly define and carry out projects in areas of mutual interest, which shall be covered by project-specific agreements relating to the sharing of responsibilities and rewards and shall be subject to approval by all the applicable regulatory bodies.

### ARTICLE 4

#### RESPONSIBILITIES OF PARTIES

- i. Parties shall share with each other all relevant information, guidelines, and other data for the smooth execution of the Purpose of this MoU.
- ii. Parties shall ensure the information, guidelines and other data shared between each other do not violate any of the intellectual property rights of a third party.
- iii. BMCE shall facilitate access to its academic resources, facilities, and faculty for ICTAK for the Purpose of this MoU.
- iv. ICTAK hereby agrees to participate in career fairs, workshops and academic events organized by BMCE.
- v. BMCE hereby agrees to encourage maximum participation of its students to the programs and internship opportunities offered by ICTAK.
- vi. Each Party shall appoint a Program Coordinator as the Single Point of Contact (SPOC) to coordinate the activities of this MoU on its behalf.
- vii. The Program Coordinators of each Party will quarterly review the activities, identify ways to strengthen cooperation between the two Parties for meeting the Purpose of this MoU, seek approvals/clearances wherever required from.

  
Dr. L. JAYARAJ SURESH, Ph. D.  
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SASTHANGUDUR, CHENNAI - 600520



**ARTICLE 5**  
**TERM AND TERMINATION**

- i. This MoU shall be effective for a period of 1 year from the Effective Date of this MoU and shall be renewed upon the mutual consent of both Parties.
- ii. Both Parties may terminate this MoU upon 30 calendar days' notice in writing in whole, or in part, at any time before the date of expiration without liability to the other Party. In the event of termination, both Parties have to discharge their obligations.
- iii. Either Party may terminate this MoU, if the other Party has breached any of the terms as mentioned in this MoU and fails to cure such breach within fifteen (15) days after written notice of the breach.

**ARTICLE 6**  
**FEES & FINANCIAL TERMS**

- i. Neither party has any financial obligation to the other Party under this MoU.
- ii. Specific agreements shall be executed between the Parties on finalization of activities covered under this MoU and on a case-to-case basis as and when required in separate Agreements.

**ARTICLE 7**  
**CONFIDENTIALITY**

- i. During the Term, either Party may receive (the "Receiving Party") certain information or materials concerning the other Party's business, technology, customers, and products that are confidential (*"Confidential Information" may include, without limitation, computer programs, printed materials, software or hardware products, product development plans, source code, object code, documentation, training materials (printed or softcopies), know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data.*) and other data of substantial value to the other Party (the "Disclosing Party").

  
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- ii. The Receiving Party, its employees including its consultants, will not use or disclose to any third party the Disclosing Party's Confidential Information except as necessary for the performance of this MOU or for enforcement of its terms in the event of a breach; the Receiving Party may make such disclosure only to those individuals who are bound by confidentiality obligations at least as restrictive as those set forth herein.
- iii. The Receiving Party will protect and preserve the Confidential Information as confidential, and it shall not disclose any relevant Confidential Information to any third parties, except for the information that is or will be in the public domain (*other than through the receiving Party's unauthorized disclosure*); is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities.

#### **ARTICLE 8 INDEMNITY**

Each Party (Indemnifying Party) hereby agrees to indemnify and hold harmless the other Party all damages, costs, legal fees or any other cost arising in and out of or relating to the material breach of this MoU by the Defaulting party.

#### **ARTICLE 9 INTELLECTUAL PROPERTY**

Except for the permitted use of 'Confidential Information', each Party acknowledges that, under this MOU, a Party neither acquires any intellectual nor other property, including without limitation copyright, trademark, business or trade secrets, methodologies, courseware or content from the other Party and or any right in Intellectual Property from the other Party. Both Parties agree that they shall share drafts of relevant material and seek permission from the other Party before listing the other Party's name in its marketing material and use the other Party's logo with respect to such listing and for reference purposes.

  
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**ARTICLE 10**  
**SEVERABILITY**

The invalidity, illegality or unenforceability of any provision or provisions of this MoU will not affect any other provision of this MoU, which will remain in full force and effect, nor will the invalidity, illegality or unenforceability of a portion of any provision of this MoU affect the balance of such provision. In the event that any one or more of the provisions contained in this MoU or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, this MoU shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 11**  
**AMENDMENT**

Any change, alteration or modification to this MoU shall only be made in writing and signed by authorized representatives of both Parties.

**ARTICLE 12**  
**FORCE MAJEURE**

In the event either Party is unable to perform its obligations under the terms of this MoU because of acts of God, Pandemic, riots, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

**ARTICLE 13**  
**DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this MoU, including the purpose and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably. If the Parties fail to do, the dispute shall be settled by the sole Arbitrator mutually agreed by the Parties in accordance with the provisions of the Arbitration and Conciliation Act 1996, and the proceedings shall be conducted through virtual mode.

  
**Dr. L. PADMA SURESH, Ph. D.**  
**PRINCIPAL**  
**BASELIOS MATHEWS II COLLEGE OF ENGINEERING**  
**SASTHAMCOTTA, KOLLAM - 690520**



**ARTICLE 14**  
**GOVERNING LAW**

This MoU shall be governed by, and construed in accordance with, the applicable laws of India and all other applicable rules, and relevant corporate policies of both Parties.

**ARTICLE 15**  
**LEGAL COSTS & STAMP DUTY**

Each Party shall bear its own legal costs in the preparation, completion and registration of this MoU. The stamp duty payable on this MoU and its counterpart and the registration fee (if any) shall be borne by the Parties hereto in equal shares.

**ARTICLE 16**  
**ENTIRE AGREEMENT**


This MoU reflects the entire understanding between the Parties with respect to the Services and supersedes all prior understandings, whether oral or written.

**ARTICLE 17**  
**NOTICES**

All written notices permitted or required to be delivered by the provisions of this MoU shall (unless otherwise provided) be deemed so delivered when actually delivered by hand or by Registered Mail or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the following addresses:

ICTAK:

NAME	Nidhin Das
ADDRESS	ICT Academy of Kerala G-1, Ground Floor, ,Thejaswini Building, Technopark Campus, Kariavattom P O, Trivandrum- 695581
EMAIL	<a href="mailto:cs@ictkerala.org">cs@ictkerala.org</a>

  
**DR. L. PADMA SURESH, Ph. D.**  
**PRINCIPAL**  
BASELIOS MATHEWS II COLLEGE OF ENGINEERING  
SASTHAMCOTTA, KOLLAM - 686520



BMCE:

NAME	
ADDRESS	
EMAIL	

#### ARTICLE 18

#### EXCLUSIVITY

Nothing in this MoU shall restrict or prohibit the engagement by either Party in engaging with any other entity/institution/organization in same or similar agreements or memorandum of understandings or contracts.

#### ARTICLE 19


#### COUNTERPARTS

This MoU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MoU TO BE EXECUTED AS OF THE EFFECTIVE DATE

**ICTAK**

NAME: *Muralidharan Menon*

DESIGNATION: *CFO*

SIGNATURE: *[Signature]*

WITNESSES: *[Signature]*

NAME

ADDRESS

*Deva.V.P*

*Relationship Manager, ICTAK*

**FOR BMCE**

NAME:

DESIGNATION:

SIGNATURE:

*Dr. L. padma Suresh*  
*Principal.*  
*[Signature]*

**Dr. L. PADMA SURESH, Ph. D.**  
**PRINCIPAL**

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