

## MEMORANDUM OF UNDERSTANDING (MoU)

(BETWEEN)

**"Baselios Mathews II College of Engineering, Sasthamcotta"**

AND

**"Inmakes Infotech Pvt. Ltd"**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 28th of June, 2022 by and between,

Baselios Mathews II College of Engineering, Sasthamcotta, the First Party represented herein by its Principal **Dr. L. Padma Suresh & Inmakes Infotech**. The Second party, and represented herein by its **Chief Executive Officer Mr. Prijith Krishna**.

### WHEREAS:

- A) First Party is a Higher Educational Institution named: Baselios Mathews II College of Engineering, Sasthamcotta.
- B) 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.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D) Inmakes Infotech Pvt Ltd, - the Second Party is engaged in << Python, React-Native, Digital Marketing, Java, Professional Accounting, and Multimedia Internship Programs >>

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

## **CLAUSE 1**

### **CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First party and second party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement

## **CLAUSE 2**

### **SCOPE OF THE MoU**

- 2.1 Industrial Training: Second party provides a wide range of professional E-Learning educational services to the first party there services like Python, React-Native, Digital Marketing, Professional Accounting, and Multimedia Internship Programs which are totally cost effective and 100% job oriented. Second party provides one to one training to the first party, students can attend the class at 24/7.
- 2.2 Placement of trained students: Second party will actively engage to help the delivery of the training and will provide unlimited placement of the students of the first party on the technology trends and inhouse requirements.
- 2.3 There is no financial commitment on the part of Baslios Mathews II College of Engineering, Sasthamcotta, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.



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Ernakulam 682019



**CLAUSE 3****VALIDITY**

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Party.

**CLAUSE 4****RELATIONSHIP BETWEEN THE PARTIES**

4.1 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.

**BREACH OF AGREEMENT**

All parties shall have the right to terminate the MOU in the event of violation of any of the conditions by giving three months' notice. In such an event the students already admitted shall be enabled to complete their course of study and appear for the relevant online examinations. The obligations of all parties will continue to be enforced during such period irrespective of termination of the MOU.

**ARBITRATION**

Any dispute arising with regard to any aspect of this MOU shall be settled through mutual consultation and written consent by the parties to this MOU. In case settlement is not arrived at, the dispute will come under the purview and provisions of Indian Arbitration and Conciliation Act 1996 of Government of India and the area of jurisdiction will be at Kochi.

The term First Party, the Second Party aforementioned unless repugnant to the context shall mean and include their successors in office, authorized representatives and assignees etc.

Having gone through each and every condition of this MOU and having understood it clearly both parties affix their signatures below as attesting to this.

**DURATION OF AGREEMENT**

The agreement shall be valid initially for a period of Three Years. The agreement will be automatically renewed unless terminated.



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

**PRINCIPAL**

First Party



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**CHIEF EXECUTIVE OFFICE**  
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Second Party

