

കേരളം KERALA

CY 501468

MEMORANDUM OF UNDERSTANDING (MOU)
Between

BASELIOS MATHEWS II COLLEGE OF ENGINEERING (BMCE)
(First Party Institution)

and

KAAF UNIVERSITY COLLEGE (KUC)
(Second Party Institution)

Preamble:

The purpose of this Memorandum of Understanding (MOU) is to clarify the expectations, roles, and responsibilities of the collaboration between our two institutions (Parties).

Both parties agree to enter a formal understanding of cooperation with an envisaged intention to further the academic objectives of each institution and to promote research environment and culture amongst the faculty members and students of both the institutions.

Intent to Collaborate

It is the intent of the Parties to jointly collaborate and proceed to implement the following endeavors and exchanges of ideas and personnel.


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

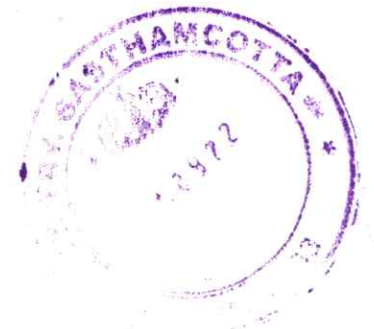
BASELIOS MATHEWS II COLLEGE OF ENGINEERING
SASTHAMCOTTA, KOLLAM - 690520

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No. 3996
12/12/2020

Secretary,
Dr. C.T. Raper West,
Sasthamcotta, Kollam.





1. Areas of cooperation

Cooperation will be carried out, subject to availability of funds and the approval of the competent authority of both the institutions, through such activities or programs as:

- Organize Seminars/Workshops as well as Consultations on regular basis and come up with joint publications of conference volumes and books.
- Organize capacity enhancement programs, specially addressing research needs of young scholars and students.
- Engage in exchange and sharing of scholars and resources for the benefit of the greater academic community.
- To design effective research internship programs for students to offer field based and first hand research experiences in relevant areas of interest.
- Engagement in joint research projects depending on mutual areas of interest between the faculties of both the institutions.
- Arrange special lectures jointly by scholars of national and international repute on annual basis.
- To make every effort to support and promote long-term teaching-research linkages between the two institutions.

2. Operational Aspects

The terms of such mutual cooperation and necessary budget for each specific program and activity that is implemented under the terms of this MoU shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of the particular program or activity and the terms of such program shall be negotiated whenever required.

3. Exclusiveness

Both parties understand that this MoU is not exclusive and each party is permitted to enter into such agreements as it deems fit with other universities and institutions.

4. Production of Intellectual Property rights

The protection of intellectual property rights shall be enforced in conformity with the applicable laws.

- a) The use of the name, logo, and/or official emblem of BMCE on any publication, document, and/or paper is prohibited without the prior written approval of the respective party, which may be subject to conditions.
- b) The intellectual property rights in respect of any products and services development developed
 - i. Jointly by the Parties, or through the joint activity effort of both the parties, shall be deemed jointly owned unless otherwise agreed by the parties in writing.

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- ii. Solely and separately by BMCE or KUC, or through the sole and separate effort of BMCE or KUC, as the case may be, shall be solely owned by the Party concerned ; and
 - iii. Rights in intellectual property developed by student in the course of exchanges, collaborative or research activities shall be dealt with in accordance with applicable rules and regulations of the parties.
- c) The Parties shall acknowledge one another in any form of writing, publication, or presentation based on, or derived from, the collaboration between the Parties.

5. Confidentiality

The existence, the terms and conditions of the MoU, all drafts of agreements and other information exchanged and all negotiations between the Parties in connection therewith shall be confidential information and shall not be disclosed to any third party by either party other than to its shareholders, Directors, Officers or advisors who have a need to know, and in each case only where such persons or entities are under appropriate nondisclosure obligations, unless the Disclosure is required by law or regulatory authority or any stock exchange on which the shares of any party are listed. If any Party determines that it is required by law or regulatory authority or stock exchange to disclose information regarding this MoU or to file this MoU with any Regulatory Body, it shall, within a reasonable time before making any such disclosure or filing, consult with the other Party regarding such disclosure or filing and seek confidential treatment for such portions of the disclosure or filing as may be requested by the other Party.

6. Notices

Any communication under this MoU will be in writing in the English Language and delivered by registered mail to the address or sent to the electronic mail address of the Parties as the case may be. Shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address of facsimile number, which is duly acknowledged.

1. First Party

BMCE Address

Dr. L Padma Suresh
Principal
Baselios Mathews II College of Engineering
Lake view, Muthupilakadu
Sasthamcotta, Kollam
Kerala India-690520
bm2coe@gmail.com, info@bmce.ac.in

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2. Second Party
Address

Prof. Herbert Kwabla Dei
Rector
KAAF University College
P.O.Box WU 177
Kasoa - C/R
Ghana
www.kaafuni.edu.gh, info@kaafuni.edu.gh

7. Negotiation Cost

Each party will respectively bear its own costs and expenses arising from its considerations of and any negotiations relating to, this MoU and cooperation programs contemplated by this MoU. Each of the Parties shall be responsible for the payment of the taxes duties and/or any other contribution, according to the applicable legislation, that may correspond to it.

8. Governing Law

For any dispute or claim arising out of or in connection with it or its subject matter or formation, both parties agree to refrain from unilateral action and to first consult and negotiate mutually acceptable decisions / resolutions. In the event that a resolution cannot be reached, the parties agree that the laws of the courts where the breach occurred shall govern any claim or disputes.

9. Indemnity

Both parties undertake to hold each other harmless for any judicial administrative and / or extrajudicial claim that third parties make due to the ownership of the knowledge, methodologies, software tools and all other materials that are delivered by both parties for the execution of the MoU.

10. Variations

The terms stipulated in this MoU shall not be amended, altered, changed, or otherwise modified without the mutual consent of the parties and such amendments alterations, changes and modifications shall be made in writing and signed by the Parties hereto.

11. Anti-Corruption

Each Party shall comply with all applicable bribery and anti-corruption legislation in force in their domestic jurisdictions and each agree to take reasonable steps to assist the other party to comply with the others legislative requirements that may apply to an international or cross border agreements. Where any international legislations applies to this MoU concerning anti-bribery, fraud or anti-corruption, each party will assist in ensuring complaints with said international legislation.

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12. Data Protection

The Parties agree that any personal data shared under this MoU complies with any data protection laws in force in each party's domestic jurisdictions. Where there is any divergence between the data protection laws of the Parties of respective countries during the term of this MoU, each party will assist the other in ensuring minimum disruption to this MoU.

13. Prevailing Language

This MoU has been drawn up in the English Language. Each party may prepare translations into its own native language. However, in case of inconsistencies between the English text and any of its translation, the English text will prevail.

14. Binding

With the exceptions of the clauses 4 (protection of IPR), 5 (Confidentiality), 10 (Variations), 8 (Governing Law), 9 (Indemnity), 11 (Anti-corruption), 12 (Data protection) and 13 Prevailing Language of this MoU, this MoU is not intended to create any legally binding obligations on either Party but is intended to facilitate discussions regarding general areas of cooperation.

15. Scope of Cooperation

The areas of cooperation include, subject to mutual consent, any Program offered at either institution as felt desirable and feasible on either side and that both sides feel can contribute to the fostering and development of the cooperative relationships between the two institutions.

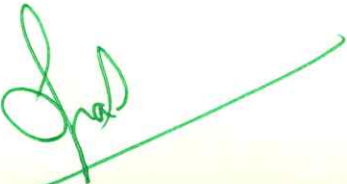
This Memorandum of Understanding (MoU) shall remain in force for a period of three years from the date it is signed by the appropriate officials of the two universities. It may further be extended or amended with the written agreement of both parties.

This MoU may be terminated by either party subject to the delivery of two months advance notice, in writing.

Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

16. Modifications to this MOU

This Memorandum may be modified with supplemental written agreements signed by the parties and can be terminated in writing, in whole or in part, by consensus of the parties.


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17. Authorization and Execution

The signing of this MOU does not constitute a formal understanding and as such, it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.

18. Acknowledgment

The following parties jointly agree to the roles and responsibilities delineated in this Memorandum of Understanding:

The parties through the duly authorized representatives, hereby agree to the provisions and terms of the MoU, which shall be effective as of the date first written below

Date: 5.3.2024

For and on behalf of
BASELIOS MATHEWS II
COLLEGE OF ENGINEERING


Signature

Name: Dr. L Padma Suresh

Designation: Principal

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

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For and on behalf of
KAAF UNIVERSITY COLLEGE

Signature

Name: Prof. Herbert Kwabla Dei

Designation: Rector