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BK 39575

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

SREE SANKARA COLLEGE

SANKAR NAGAR, MATTOOR, KALADY PO

ERNAKULAM 683574

&

KC KOPAR ENERGY SOLUTIONS PVT LTD

ST. GEORGE COMPLEX, ANGAMALY

ERNAKULAM

FOR

SKILL DEVELOPMENT, OUTCOME BASED TRAINING,

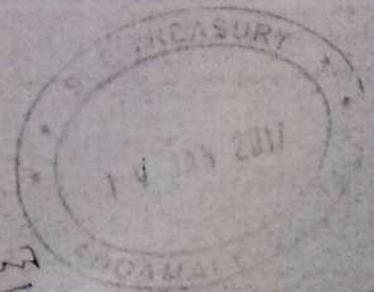
PLACEMENT, R&D SERVICES AND RELATED SERVICES

For KC KOPAR ENERGY SOLUTIONS PVT LTD.

(Faint, illegible text)

NO: 43724, Rs 100/-
30.11.17

K.C. Koppar Energy Solutions



105441

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 29th day of March- Two Thousand and Seventeen (29-03-2017), by and between SREE SANKARA COLLEGE, SANKAR NAGAR, MATTOOR, KALADY PO. ERNAKULAM-683574, THE FIRST PARTY, represents herein by its Managing Director, Shri. K. ANAND (hereafter referred as 'First Party' the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – administrators and assigns).

AND

KC KOPAR ENERGY SOLUTIONS PVT LTD, ST. GEORGE COMPLEX, ANGAMALY ERNAKULAM, THE SECOND PARTY, and represented herein by its Managing director, Shri. Jose Kallookaran C, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant of the subject or context shall include it successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as Party') as

WHERE AS:

- A) First Party Higher Educational Institution named
 - (I) SREE SANKARA COLLEGE, SANKAR NAGAR, MATTOOR, KALADY
- B) First Party and Second Party are convinced that collaboration and co-operation between themselves will promote more effective use 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 and Research
- D) Both Parties, being legal entities themselves desire to sign this MOU for advancing their mutual interest.
- E) - KC KOPAR ENERGY SOLUTIONS PVT LTD, ST. GEORGE COMPLEX, ANGAMALY , ERNAKULAM - , the Second Party is Engaged in business and Skill Development, Education and in the field of Renewable Energy.

For KC KOPAR ENERGY SOLUTIONS PVT LTD

Managing Director

SREE SANKARA COLLEGE
ASSOCIATION
KALADY-683574

F) –KC KOPAR ENERGY SOLUTIONS PVT LTD, ST. GEORGE COMPLEX, ANGAMALY, ERNAKULAM
the Second Party is promoted by **Shri Jose Kallookaran.C**

G) Dimensional information about the second party concerned with which the MOU is sworn in
as summarised in the annexure to this MOU.

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

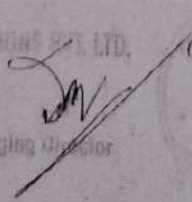
CLAUSE 1 CO OPERATION

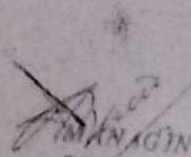
- 1.1 Both parties are united by common interest and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **KC KOPAR ENERGY SOLUTIONS PVT LTD** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that maybe relevant to secure additional opportunities for one another.
- 1.2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as maybe required to give effect to the actions contemplated in terms of this MOU. The term of definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MOU

- 2.1. The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

For KC KOPAR ENERGY SOLUTIONS PVT LTD,


Managing Director


MANAGING DIRECTOR
SREE SANKARA COLLEGE
ASSOCIATION
KALADY-681 571

- 2.2. Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitable customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3. Industrial Training & Visits : Industry and Institution will give an insight in to 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 involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial sites for the hands – on training enrolled with First Party.
- 2.4. **Research and Development:** Both Parties have agree to carry about the joint research activities in the field of solar photovoltaic, solar thermal, O&M, Pre & Post Sale activities.
- 2.5. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the first party on the technologies trend and in house requirements.
- 2.7. **Faculty Development Programs:** Second Party to train to the Faculties of First Party for imparting training as per the industrial requirements considering the National Occupation Standards in concerned sector, if available.
- 2.8. **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internship/jobs; and will facilitate placements for at least percentage of the trained students.
- 2.9. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programme on the terms specified herein. .
- 2.10. There is no financial commitment on the part of the **Sree Sankara College Kalady**, the first party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

PGC KOPPA ENERGY SOLUTIONS PVT LTD.



MANAGING DIRECTOR

MANAGING DIRECTOR
SREE SANKARA COLLEGE
ASSOCIATION
KALADY-683 374

**CLAUSE 3
INTELLECTUAL PROPERTY**

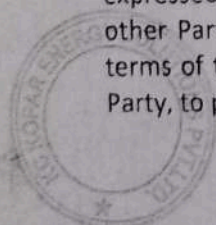
- 3.1. Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know – how, invention, patents, copy rights and designs) of the other Party.

**CLAUSE 4
VALIDITY**

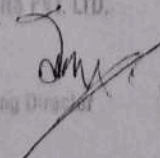
- 4.1. This Agreement will be valid until it expressly terminated by either Party on mutually agreed terms, during which period **KC KOPAR ENERGY SOLUTIONS PVT LTD**, the Second Party, as the case maybe, will take effective steps for implementation of this MOU. Any act on the of Training Partner or **KC KOPAR ENERGY SOLUTIONS PVT LTD**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2. Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the events of Termination, both parties have to discharge their obligations

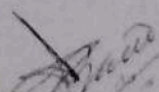
**CLAUSE 5
RELATIONSHIP BETWEEN PARTIES**

- 5.1. It is expressly agreed that **Sree Sankara College**, and **KC Kopar energy Solutions Pvt Ltd** are acting under this MOU as independent contractors, and the relationship establish under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



For KC KOPAR ENERGY SOLUTIONS PVT LTD.


Managing Director


MANAGING DIRECTOR
SREE SANKARA COLLEGE
ASSOCIATION
KALADY-683 574

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Aluva**.

AGREED:

For
Sree Sankara College
Shri K Anand
Managing Director

For
KC KOPAR ENERGY SOLUTIONS PVT LTD
Shri Jose Kallookaran C
Managing Director

Authorized Signatory

Authorized Signatory

| Name of the Institution | Name of the Industry |
|---|---|
| Address: SREE SANKARA COLLEGE SANKAR NAGAR MATTOOR KALADY PO ERNAKULAM 683574 | Address: KC KOPAR ENERGY SOLUTIONS PVT LTD ST.GEORGE COMPLEX ANGAMALY ERNAKULAM |
| Contact Details-0484-2462341 | Contact Details 9895701785 |
| E-Mails- info@ssc.edu.in | E-Mails- jose.k@kckopar.com |
| Web- www.ssc.edu.in | Web - www.kckopar.com |

Witness 1:

Witness 2:

(Anthony Varghese)

Witness 3:

Witness 4:

(Anju Joseph)