

കേരളം केरल KERALA

D 743589

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 1<sup>ST</sup> of March Two Thousand and Nineteen (01-03-2019),

**BY AND BETWEEN**

**SREE SANKARA COLLEGE SANKAR NAGAR, MATTOOR, KALADY ( P O ) ERNAKULAM 683-574** , Legally represents herein by its Managing Director (Herring after referred to as **SREE SANKARA COLLAGE**, which expression shall unless it be repugnant to the context of meaning thereof, be deemed to be meaning include to its successors and permitted assigns) of the first party

**AND**

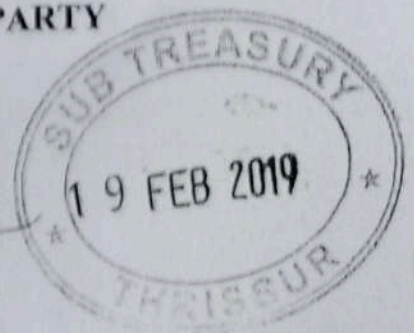
**MOVEON LEISURE AND TRAVELS (INDIA) PVT. LTD.**, having registered office at XV/ 502 E (1) Harinagar, Poonkunnam, Thrissur , Kerala- 680002 and represented herein by its Managing Director (hereinafter referred to as "**MOVEON LEISURE AND TRAVELS INDIA PVT. LTD.**" , which expression, unless excluded by or repugnant of the subject or context shall include it successors – in-office, administrators and assigns).as **SECOND PARTY**

NO. 4975 | VALUE Rs. 500

C. I. VARGHESE  
VENDOR No: 31  
THRISUR

Moveon leisure and  
travels (India) pvt ltd  
Poonkunnam

28 FEB 2019





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

**WHERE AS:**

A) **DDU KAUSHAL KENDRA SREE SANKARA COLLEGE, KALADY**

B) First Party and Second Party believe that collaboration and co-operation between themselves will promote more effective use of each 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 in themselves desire to sign this MOU for advancing their mutual Interests.

**Role of Moveon Leisure and travels (India) Pvt. Ltd/**

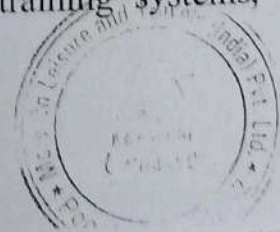
1. Act as an industrial knowledge partner to DDU Koushal Kendra
2. Provide and arrange on job training for students as per curriculum
3. Support DDU Koushal Kendra any matters related to the tourism industry

NOW THEREFOR, IN CONSIDRATION OF 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 **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be 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.

## CLASUSE 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.

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 agreed to carry out the joint research activities in the field of **Name of Industry Specialization, Activities and Services**

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 Occupational 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 .....% of the students. The Second Party will itself absorb 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 programmes on the terms specified herein. .

2.10. There is no financial commitment on the part of the **Name of The Institution**, the first party to take up any programme mentioned in the MOU. If there is any financial consideration, it will dealt separately.

### CLAUSE 3

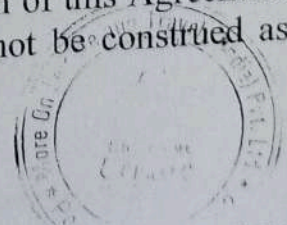
#### INTELLECTUAL PROPERTY

3.1. Nothing contained in this MOU shall, by express grant, implication, Estoppels 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, inventions, 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 **Moveon Leisure and Travels (India) 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**, 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 COLLAGE** are acting under this MOU as independent contractors, and the relationship established 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.

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 **Thrissur**.

#### AGREED:

For  
**Sree Sankara College,**

Managing director

Witness 1:

Witness 3:

For  
**Moveon leisure and Travels (India) Pvt. Ltd.**

Managing Director

Witness 2:

Witness 4:

