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DH 472059

**Memorandum of Understanding
Between
Graspnett Engineering Services Private Limited
and
Mount Carmel College, Kothamangalam**

This Memorandum of Understanding (the "MOU") is entered into 28/05/2022 by and between **Graspnett Engineering Services Private Limited**, represented by its Director duly and specifically authorized by **Gopakumar P.S** for the purpose of this agreement ("First Party") which expression shall unless repugnant or inconsistent with the context or meaning thereof, be deemed to mean and include its business administrators, successors in title, legal representatives and permitted assigns as the First Party and **Mount Carmel College, Kothamangalam** represented by **Dr. T. M Joseph** Principal hereinafter referred as the second party. And collectively the First Party and Second Party are referred to as Parties.

This collaboration intends to encourage advance learning and practice for professional development in the areas of expertise of both the parties.

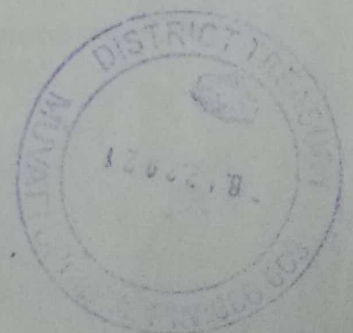
WHEREAS

THE FIRST PARTY IS GRASPNETT ENGINEERING SERVICES PRIVATE LIMITED, which is a trusted engineering service partner.

No. 13118 Rs. 100 Date: 21/3/2022

Sold to Principal, Mount Carmel
Muvattupuzha Vendor
P.K. RAJAGOPALAN NAIR

College, Karukadom.



THE SECOND PARTY IS MOUNT CARMEL COLLEGE, KOTHAMANGALAM, which is a college affiliated to the **Mahatma Gandhi University.**

1. PURPOSE

- a. The purpose of this Agreement is to develop academic and educational cooperation especially in the area of Internship Facility and to promote mutual understanding between the two Parties. Parties believe that such collaboration between themselves will promote more effective use of each of their resources and provide enhanced opportunities to the students.
- b. The staff of the First Party shall be given a chance to teach if they are qualified and competent to teach subjects which are significant to Internship Facility needed by the Second Party.

2. AREAS OF COOPERATION

Whereas, Graspnett Engineering Services Private Limited and Mount Carmel College, Kothamangalam recognize that collaboration would be of mutual benefit and would provide strengths in Internship Facility and education. As per the purpose of the said agreement the two parties shall:

- Collaboration in the area of students internships and training
- Facilitate faculty exchange in their respective expert area that to for training purpose only
- Student development workshops
- Collaboration for Seminar/Workshop/ Webinars

3. Terms of incorporation

1. A basic orientation, training, workshops, and lectures that are pertinent to the agreement's scope shall be provided by the first party.
2. The First Party shall designate a coordinator to serve as the Point of Contact for this Agreement and for all operational
3. Both the parties are equally responsible for supplying the entire infrastructure, for the instruction of both party's chosen pupils and vice versa. Such area or premises shall also include any areas of the premises that the Second/ First Party may utilise for any social media marketing campaign to promote the existence and provision of the training facility. Promotional efforts must be carried out in accordance with mutual negotiations to serve both parties' interests.
4. Both parties agree to give each other access to a location and infrastructure for training purposes relating to Internship Facility.
5. If students from both parties participate in any accredited internships or training programmes offered by either the first party or the second party, both parties will be entitled to payments.

6. If students from either the first party or the second party get any form of training or workshop/ seminar, both parties must submit an experience and training certificate.
7. Both parties agree to engage in any type of joint endeavour, such as seminars, webinars, workshops, events, etc.
8. Both parties can hire lecturers who have teaching expertise and who are competent to teach the pertinent subject.
9. If any faculty or specialists from either party are participating in any form of training programme or consulting, both parties are required to pay consultation costs.
10. Both Parties agree to use their respective infrastructures for engaging classes, lessons, workshops, events, seminars, and other gatherings of students or people whose primary goal is the dissemination of knowledge, instruction, or training or the provision of access to such knowledge, instruction, or training, whether in tangible form or digitally in consultation.

4. MARKETING AND PROMOTIONAL ACTIVITIES

- I. Both Parties agree to the use of respective logos on their websites and advertisements released by either Parties both print and in any electronic format.
- II. The Parties agree that all materials disseminated in print media and any form of electronic media shall have the approval of both and will be done in consultation of both Parties. Parties agree not to alter, deface, mutilate or tamper with the Logos, trademarks etc. during the course of such activities.
- III. The Parties shall cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the Parties. The Parties shall state a valid reason for any undue delay.
- IV. All marketing collateral and content created under this clause shall be jointly owned by both Parties and shall be used only till the term of this agreement unless agreed otherwise in writing. At expiry or termination of the agreement, both Parties agree to cease from using each other's logos etc. under this clause and shall return all the materials and confidential information exchanged during the course of business by and between the Parties.
- V. Parties further agree that in the event it comes to know or becomes aware of any illegal or unauthorized use or any infringement of any of the Marks, it shall immediately notify the other Party and render all necessary information and assistance and take all such steps as may be required in prosecuting such infringer and to ensure immediate cessation of such illegal or unauthorized use or any infringement.

5. CONFIDENTIALITY

The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third Parties. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which the Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

6. TERMINATION

- I. Either Party may terminate this contract by written notice of thirty (30) days to the other at any time if the other Party:
- II. commits a breach of this contract and, in the case of a breach capable of remedy, fails to remedy the breach within 14 days of being required to do so in writing; or
- III. Becomes insolvent, or has a liquidator, receiver, manager or administrative receiver appointed.
- IV. Any material breach shall give grounds to immediate termination which can be exercised at the option of either Party against whom such breach has occurred. Any delay in payment or appropriation of funds, revenue or settlement of accounts shall NOT be considered as material breach for the purpose of this clause.
- V. Upon any termination of this Agreement, except to the extent stated in the agreement, Parties shall not be liable to each other, and each Party hereby waives all claims, for any expected compensation or profits or for any investments, expenditures or commitments made in connection with this Agreement. In any event of termination, neither Party shall be liable to return or refund any amount paid by the other Party or any part thereof.

7. NOTICES

All notices or other communications required to be given hereunder shall be in writing, in the English language and delivered either personally or by e-mail, fax requesting delivery receipt or prepaid registered postage with acknowledgement due, to the following address or as otherwise requested in writing by the receiving Party in accordance with terms of this clause. Notices delivered personally shall be effective upon delivery and notices delivered by e-mail and fax shall be effective upon sending and successful delivery/ receipt by the Party to whom they are addressed. Notices delivered under prepaid registered postage shall be effective three days from the date of dispatch: As per the above mentioned, the address and e mail id of first party and second party hereby as follows

- 1) The Director

Graspnett Engineering Service Private Limited

Thirikkariyoor po

Kothamangalam

Kerala -686692

E-Mail: graspnett@gmail.com

2) The Principal

Mount Carmel Collge Karukadom

Kothamangalam

Kerala – 686691

E-Mail: mcollege2017@gmail.com

8. RESOLUTION OF DISPUTES

- A. The First Party and the Second Party shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with this agreement.
- B. Any dispute or difference whatsoever arising between the Parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the Parties herein.
- C. Specific Performance: Each of the Parties acknowledge and agree that the other Party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or such other equitable relief without notice to the others to prevent any breach of the provisions of this Agreement and to enforce this Agreement specifically and the terms and provisions hereof in any action instituted in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.

9. DISTINCT IDENTITIES

This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, or agency. The Parties expressly acknowledge and agree that the designation "Partnership" as used in this Agreement, is intended to indicate and grant upon the Parties, the rights to market and use the synergies of their respective expertise domain but is not a legal partnership, joint venture, or other legal organization or entity. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Parties.

10. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be with effect from the date of signing this agreement and will be valid for a period of *1 year* subject to the Termination Clause. And shall be renewed thereafter if both the parties are interested.

First Party	Second Party
Principal Graspnett Engineering Services Private Limited Thrikkariyoor P.O. Kerala, India.	Principal Mount Carmel College, Kothamangalam, Kochi ,Kerala

PARTY- 1

1. Gopakumar P. S
 Director
 Graspnett Engineering Services Private Limited

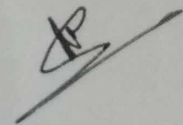
For Graspnett Engineering Services Pvt. Ltd.

(Sign)


 Managing Director

2. Name
 Manager
 Graspnett Engineering Services Private Limited, Thrikkakara

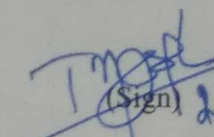
(Sign)



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PARTY- 2

1. Dr. T. M. Joseph
 Principal
 Mount Carmel College, Kothamangalam


 (Sign) 28-05-2022

2. Rigi M Jacob
 Head of the Department
 Mount Carmel College, Kothamangalam


 (Sign)

Seal

