

കേരളം കേരल KERALA

CL 108478

## MEMORANDUM OF UNDERSTANDING

Between

**St. Thomas' College (Autonomous), Thrissur, Kerala, India**

and

**Sreepathy Institute of Management And Technology (SIMAT),**

**Vavanoor, Koottanad, Palakkad**

**Kerala, India**

**18 October, 2019**

This Memorandum of Understanding (MoU) is made on this day 18<sup>th</sup> of October, 2019

BETWEEN

St. Thomas' College, Thrissur, is a Higher Education Institution with Autonomous status, instituted by the Catholic Archdiocese of Thrissur, in the year 1919. The institution is affiliated to the University of Calicut and has been accredited by NAAC (UGC) with A Grade in the third cycle. The College was ranked 54 in NIRF (National Institutional Ranking Framework) 2019 conducted by the Ministry of Human Resource Development, Government of India, at the national level. The college was granted the status of 'College with Potential for

27330

No. VALUE Rs 100

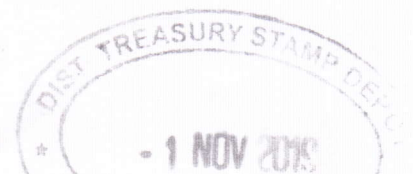
SOLD To,

Principal  
St. Thomas College  
Thrissur

BETTY JOHNSON

VENDOR No. 16 TRICHUR

26 NOV 2019



Excellence (CPE)' in the year 2017 by the UGC. The College provides excellent research ambience with 9

research departments and adequate research infrastructure. St. Thomas' College, Thrissur hereinafter referred to as ("MENTOR") and shall include its lawful representatives and permitted assigns of the second part.

AND

**Sreepathy Institute of Management And Technology (SIMAT), Vavanoor, Koottanad, Kerala**, is a college of Engineering and Management approved by AICTE and affiliated to APJ Abdul Kalam Technological University, Kerala. It is an offspring of the Sreepathy Trust formed with the collective participation of dedicated technocrats, engineers, industrialists and philanthropists to promote quality higher education and research avenues in professional disciplines like technical and engineering subjects, medical and paramedical, management studies, agriculture, biotechnology and cultural disciplines in order that the deserving cross section of the society irrespective of their cast, colour and creed are provided with an opportunity to groom. The college was established in 2009. The college offers B. Tech undergraduate programs in 5 streams and M. Tech (Civil Engineering) postgraduate program. Sreepathy Institute of Management And Technology (SIMAT), Vavanoor, Koottanad, Kerala, hereinafter referred to as ("MENTEE") and shall include its lawful representatives and permitted assigns of the second part.

(MENTOR and MENTEE hereinafter referred to singularly as "the Party" and collectively as "the Parties")

#### WHEREAS

- A. **MENTOR** is an established institution of Higher Education accredited by NAAC with A Grade and Ranked 54<sup>th</sup> in NIRF Ranking 2019, with 3065 students with 23 Undergraduate Programs, 14 Postgraduate Programs and 9 research departments in the year 2019-2020. The college has 38 research guides supervising research programs of 130 research scholars.
- B. **MENTEE** is an emerging institution of Higher Education established in 2009 aspiring to be accredited by NAAC. The College offers B. Tech in 5 programs at undergraduate level and one M. Tech program at postgraduate level and is affiliated to APJ Abdul Kalam Technological University, Thiruvananthapuram.

MENTOR: \_\_\_\_\_



MENTEE: \_\_\_\_\_

Principal

Sreepathy Institute of Management  
and Technology, Vavanoor-679 533-

- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of co-operation and collaboration between the Parties upon the terms as contained herein.

**MENTOR AND MENTEE HAVE REACHED AN UNDERSTANDING AS FOLLOWS:**

1. OBJECTIVE

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies from time to time in force, will endeavour to strengthen, promote and develop cooperation between the Parties on the basis of equality and mutual benefit. The main objective is to enhance the overall quality of the MENTEE institution and mentor it to enable them to get accredited.

2. AREAS OF CO-OPERATION

2.1 Subjected to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, the MENTOR a well-performing accredited institution, will help the MENTEE to strive to upgrade their academic performance and get accredited through mentoring. Mentoring will facilitate the following:

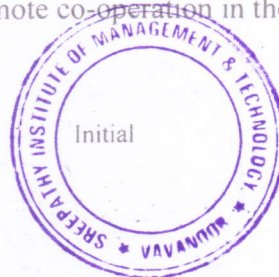
- a) MENTOR IQAC will help establish MENTEE IQAC
- b) Training of Faculty and Staff for proper processes, documentation, presentation
- c) Sharing of knowledge, information and resources,
- d) Opportunities for research collaboration and faculty development
- e) Guidance and encouragement to institutions to adopt best practices.

2.2 The MENTEE shall do the following:

- a) Nominate fulltime faculty member as the Coordinator of the project.
- b) Avail the Faculty and administrative staff for training in the MENTEE institution or MENTOR institution as and when required.
- c) Comply to the guidelines to initiate procedures for NAAC accreditation.
- d) Get accredited in a reasonable timeframe.

2.3 Each Party will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter, endeavour to take the necessary steps to encourage and promote co-operation in the following areas:

MENTOR: \_\_\_\_\_



MENTEE: \_\_\_\_\_

**Principal**  
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**and Technology, Vavanoor-679 533**

- a) Research collaboration;
- b) Exchange of faculty;
- c) Exchange of students;
- d) Jointly organize international conferences; and
- e) Any other areas of co-operation to be mutually agreed upon by the Parties from time to time.

2.4 For the purpose of implementing the co-operation in respect of any area in sub-clause 2.3 the Parties may enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

### 3. CONFIDENTIALITY

4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Parties during the period of implementation of this MoU or other agreements made pursuant to this MoU.

4.2 For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Parties (the Receiving Party) of this MoU involving technical, business, marketing, policy, knowhow, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.

4.3 All Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

### 4. INTELLECTUAL PROPERTY RIGHTS

5.1 The intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.

5.2 The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.

### 5. EFFECT OF MoU

MENTOR: \_\_\_\_\_



MENTEE: \_\_\_\_\_

**Principal**  
**Sreepathy Institute of Management**  
**and Technology, Vavanoor-679 533**

This MoU serves only as a record of the Parties' intentions and does not constitute, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

6. NO AGENCY

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

7. ENTRY INTO EFFECT AND DURATION

8.1 This MoU will come into effect on the date of signing and will remain in effect for a period of one (1) year.

8.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

8. REVISION, VARIATION, AMENDMENT AND TERMINATION

9.1 Any Party may request in writing a revision, variation or amendment of this MoU.

9.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.

9.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

9.4 Any party may terminate this MoU by giving six (6) months advance notice in writing to the other party.

9.5 Any revision, variation, amendment, termination or expiration shall not prejudice the implementation of any project, activity or cooperation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

9. SUPERVENING EVENTS

10.1.1 Notwithstanding sub-clause 9.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

MENTOR: \_\_\_\_\_



MENTEE: \_\_\_\_\_

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Sreepathy Institute of Management  
and Technology, Vavanoor-679 533

## 10. SETTLEMENT OF DISPUTES

Any difference or disputes between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall be settled amicably through mutual consultation and/or negotiations between the Parties without reference to any third party or international tribunal.

## 11. COMPETENT AUTHORITIES

The authorities responsible for the fulfillment of this MoU are the Principal of MENTOR and the Principal of MENTEE.

## 12. NOTICES

13.1 Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address or sent to the electronic mail, as the case may be, shown below or to other such 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 or facsimile number which is duly acknowledged:

To : **Principal**  
Address : Sreepathy Institute of Management And Technology (SIMAT),  
Vavanoor, Koottanad, Kerala - 679533  
Attn. To : Principal  
Tel. No. : 9446239225  
E-mail : principal@simat.ac.in, george.ct@simat.ac.in

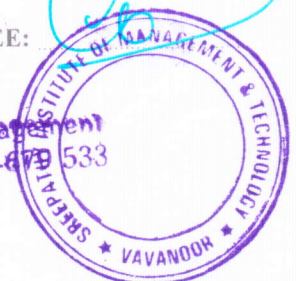
To : **Principal**  
Address : St. Thomas' College (Autonomous), Thrissur – 1, Kerala, India  
Attn. To : Principal  
Tel. No. : +9198281847648  
E-mail : principal@stthomas.ac.in

MENTOR: 

Initial

MENTEE: 

Principal  
Sreepathy Institute of Management  
and Technology, Vavanoor-679533

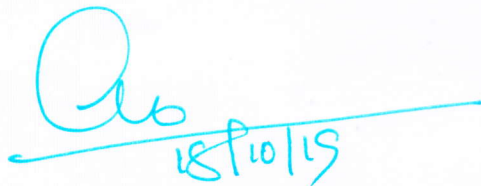


13.2 It shall be the duty of the Parties to notify the other if there is a change of address or entity by giving a written notice within fourteen (14) days.

The foregoing record represents the understandings reached between MENTOR and MENTEE upon the matters referred to therein.

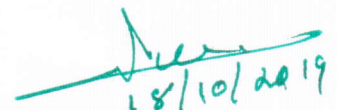
**IN WITNESS WHEREOF** this MoU has been duly signed in duplicate at **St. Thomas' College (Autonomous), Thrissur** on this **18<sup>th</sup> of October in the year 2019** in two (2) original texts in the English language, all texts being equally authentic.

Signed for and on behalf of  
**Sreepathy Institute of Management And  
Technology (SIMAT), Koottanad, Kerala**



**Prof. (Dr.) George C. T.**  
Principal

Signed for and on behalf of  
**St. Thomas' College (Autonomous)  
Thrissur**



**Dr. Joy K. L.**  
Principal

In the presence of

*Dr. Doby Thomas*  
Vice Principal

In the presence of

*Dr. Thomas Paul Kattakadan*  
Vice Principal

MENTOR: 



MENTEE: 

**Principal**  
**Sreepathy Institute of Management  
and Technology, Vavanoor-679 533**