

Thrissur - 680 009, Kerala

Ph: 0487 - 2332080, Fax: 0487 - 2321759

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#### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding entered into existence on 17 November 2021

between

The Department of Zoology, Vimala College, Thrissur, (hereinafter also referred to as "the first party")

and

Foundation for Environmental Conservation, Education and Research, VI/381, Korath Ln, East Fort, Thrissur, Kerala. 680005(hereinafter also referred to as "the second party" or "the FECER")

#### It is hereby agreed between the parties as follows:

- 1. This Memorandum of Understanding ("MoU') is a non-exclusive agreement for collaboration between the first party and the second party (hereinafter also referred to as "both parties".
- 2. This MoU is valid for a period of 1 (ONE) year from the date of this document and may be extended further on mutual consent.
- 3. For the services rendered by the second party to the first, charges or fees, wherever applicable, shall be paid to the FECER prior to the second party undertaking the activity.



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- 4. Both parties will designate a contact person from each side who will be the primary point of contact on behalf of that party, the contact details of each of whom will be provided in writing to both parties.
- 5. This MoU will be renewed automatically if a party does not give one-month termination notice period. The MoU can be terminated with a minimum of 30 (THIRTY) days' prior notice in writing from either party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements. Termination of this MoU shall be without prejudice to continue validity of any agreement entered subsequent in time by the parties herein to this MoU unless otherwise expressly stated in the termination notice.
- 6. Foundation for Environmental Conservation, Education and Research (FECER) agrees to offer support, student internship program, project provision and related training based on its areas of operation and competency including and not restricted to the following areas: biodiversity conservation and management programmes, GIS and remote sensing, pest management programmes, forest ecology, forest entomology, forest pathology, wildlife biology, forest statistics, works related with invasive species the training work of which shall be planned so as not to affect to the operational activities of organization.
- 7. FECER agrees to send representatives with necessary expertise as visiting faculty to the first party as and when required, with dates, duration and remuneration (where applicable) for such visits agreed upon in advance by mutual consent, subject to the work such persons have at the FECER.



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- 8. Both parties acknowledge that they may gain access to or come in possession of confidential information relating the other party in the course of performance of obligations pursuant to this MoU and that each such party who is in possession of the confidential information of the other party shall maintain the same in strict confidence and accord to it such levels of protection not less onerous that the 'generally accepted industry standards'. The parties herein undertake not to use such confidential information except for the express purpose of obligation in the context of which the same has been shares or in the course of the performance of which the other party has gained access to it.
- 9. Upon termination of this MoU, all such confidential information shall be returned to the party to whom it relates to or under instructions destroyed. Any retained confidential information shall continue to be bound by these confidentiality obligations irrespective of termination of this MoU. For the purposes of this MoU, confidential information shall include without limitation any information shared by parties herein whether tangible or otherwise, stored in digital format or otherwise, copies thereof, derivatives thereof and would include information in the nature of commercial, financial, scientific, statistical, employee, personal data/information, design, technical know-how, IPRs, projects, research, products, information that either party or individuals or entities under its respective control are working on projects, research, product.
- 10. If the MoU is terminated steps shall be taken to ensure that the termination does not affect any prior obligations, projects or activities already in progress
- 11. The various clauses of this memorandum may be amended, modified or repealed only upon mutual agreement.



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12. Both parties shall not during the pendency of this agreement, directly or indirectly solicit or offer employment or engagement to any personnel of the other party without the prior consent of the other party.

Read, Understood and Consented:

IN WITNESS WHEREOF the undersigned, duly appointed representatives of Foundation for Environmental Conservation, Education and Research (FECER) and Vimala College, Thrissur, respectively, have on behalf of the Parties signed the present Memorandum of Understanding on this 17 November 2021 date

For the first party:

For the second party:

Signature:

Name: Dr. Sr. Beena Jose PRINCIPAL-IN-CHARGE VIMALA COLLEGE (AUTONOMOUS) THRISSUR-680 009

Witnesses:

1. Dr. Honey Sebastion Asst. Professor & HOD Department of Loology

Visnala College (Autonomous)

2. Thrissur-9 Dr. Alex. C. J

Exicutive Member

FECER-

Signature:

Name: DR. MARY ANTO

Foundation for Environmental Conservation Education and Research



