

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Al Shifa College of Arts and Science (Poonthavanam. P.
O., Kizhattur, Perinthalmanna, Kerala)**

&

**Vimala College (Autonomous), Cheroor
Thrissur, Kerala- 680009**

FOR

**Add-on Programmes, Student Capability Building, Faculty Exchange, Skill
Enhancement and Related Services**



കേരളം KERALA

DC 711710

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as 'MoU') is entered in to on this 26th day of October 2021 Two Thousand and Twenty-one (26-10-2021) by and between

Al Shifa College of Arts and Science, Perinthalmanna, Malappuram, the first party herein represented by its Managing Trustee, Dr. Unneen. P, Shifa Medicare Trust, (herein after referred as 'First Party') the institution which expression, unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns).

AND

Vimala College (Autonomous), Thrissur, Kerala, and represented herein by its Principal, Dr Sr Beena Jose (herein after referred to as 'Second Party', institution which expression unless excluded by or repugnant to the subject or context, shall include its successors-in-office, administrators and assigns).

No. 2072 Date 22.10.2021

Value Rs. 100/-

Sold to Dr. P. Unneen Managing Trustee -
Shifa Medicare Trust -
Perinthalmanna.

P. Baby Susale, Agt. M.C. Vendor
Perinthalmanna



18 OCT 2021

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

WHEREAS:

- A) First Party is a Higher Educational Institution named:
Al Shifa College of Arts and Science
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of their resources, and provide each of them enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on areas of designing and offering Add-on Programmes, Skill Based Training, Student and Faculty exchange and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Vimala College (Autonomous), Thrissur, Kerala**, the Second Party, is an Autonomous institution, entitled to offer Certificate & Diploma Programmes and issue certificates under its Seal.

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

**CLAUSE 1
COOPERATION**

Both Parties are united by common interests 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.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the student and faculty of First Party providing significant inputs to them in developing student and faculty attitudes and aptitudes so as to direct them to the unfolding opportunities in English language related career fields and Undergraduate research, keeping in mind the needs of the evolving career scene.

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 may be required to give effect to the actions contemplated in terms of this MOU. The term 'Definitive Documents' shall be mutually decided between the Parties. Along with the 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

The budding graduates from the first party could play a key role through Knowledge up-gradation, skill enhancement, innovation in the competitive environs of relevant industries. Both parties believe that close co-operation between the two would be of major benefit to the student and faculty community to enhance their skills and knowledge.

Curriculum Design: Second Party will give valuable inputs to the First Party in designing a curriculum especially for the Add-on programmes which meaningfully integrates skill enhancement, research aptitudes and career readiness so that the students can fit into the fields of English Language and related areas meaningfully.

Campus Visit: As Inter- Institution interaction will give an insight in to the latest developments / requirements of the industries, the Second Party shall permit the Faculty and Students of the First Party to visit its campus and also involve them in Training Programs for the First Party. The industry-focused 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 career environs.

Skill Development Programs: Second Party will help train the students of First Party on the fundamentals of English Accent, Accent Patterns in words and sentences with appropriate content and style, agreeing to their level of education, in order to reduce the Mother Tongue Influence and get them equipped with proper English accent skills.

Invited Lectures: Second Party will extend the necessary support, wherever possible, to deliver invited lectures to the students of the First Party on the trends in the field of English Language studies, skills and related fields.

Faculty Development Programs: Second Party and First party will mutually support the faculty members so that they can train the students meet the industrial requirements, considering the National Occupational Standards in sectors concerned, if available.

Student Exchange Programme: The First party may send its students under English stream to the Institution of the Second Party for participating in orientation sessions and career awareness and aptitude building programmes.

Collaborations for organizing Events: The First and Second party may organize seminars/ workshops/ Conferences/ Management fests collaboratively in each other's campuses, under mutually agreed upon themes and terms.

Add On Programme: Second party will be providing assistance in framing the curriculum and providing mutually agreed-upon sessions for the conduct of Add-on courses in the field of English Language Skill development in collaboration with the first party.

Approvals: Both Parties are to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

Financial Commitment: The agreement doesn't involve any financial commitment from the parties involved. Any act/event which involves finance, need to be worked out mutually prior to it. Both parties need to reach a signed agreement regarding financial involvement, if at all, any, clearly stating their committed amount involved.

Confidentiality of Information and data: The information and data shared between the First and Second Parties will be kept confidential by both parties and will not be disclosed to any third party, partially or totally, without written consent of the parties concerned.

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, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid for a period of one year which can be extended upto 3 years on mutual consent. It can also be expressly terminated by either Party on mutually agreed terms, during which period, the First and the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of the First or Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** 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 Kerala.

AGREED:



Dr. P. Unneen

Managing Trustee, Shifa Medicare trust
For **Al Shifa College of Arts & Science**

Authorized Signatory



Dr. Sr. Beena Jose

Principal
For **Vimala College (Autonomous), Thrissur**

PRINCIPAL IN-CHARGE
VIMALA COLLEGE
(AUTONOMOUS)
THRISSUR - 680 009

Authorized Signatory



Al Shifa College of Arts and Science	Vimala College (Autonomous) Trissur
Kizhatoor, Perinthalmanna, Malappuram	Trissur, Kerala, India
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Witness1:
Dr. Babu. P. K
Principal
Al Shifa College of Arts & Science

Witness2:
Pilakkal Hamza
Chief Executive
Shifa Medicare Trust

Witness3
Dr. Malini. K A
Vice Principal and NAAC Coordinator
Vimala College (Autonomous)

Witness4:
Dr Nisha Francis Alapatt
Head, Dept of English
Vimala College (Autonomous)