

**MEMORANDUM OF UNDERSTANDING**  
**(MoU- signed draft)**

**BETWEEN**

**VIMALA COLLEGE (AUTONOMOUS)**

**&**

**THE CANNING INDUSTRIES COCHIN LTD**

**FOR**

**FOOD PROCESSING**

## MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (hereinafter called as the 'MOU') is entered on 02<sup>nd</sup> DAY OF – JULY - Two Thousand and eighteen (02/07/2018), by and between

**VIMALA COLLEGE, (AUTONOMOUS), THRISSUR 09, THE FIRST PARTY** represented herein by its Principal Dr. Sr. BEENA JOSE ((hereinafter 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

**THE CANNING INDUSTRIES COCHIN LTD , THE SECOND PARTY**, and represented herein by its Head, Mr. P.T. THOMAS, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors –in- office administrators and assigns).

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

### WHEREAS:

A) First Party is an Educational Institution named:

**VIMALA COLLEGE, (AUTONOMOUS), THRISSUR 09 AND**

The second party is a Fruit and vegetable preservation unit named

**THE CANNING INDUSTRIES COCHIN LTD.(. CAICO )**

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of 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 and Education.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **THE CANNING INDUSTRIES COCHIN LTD** –the Second Party is engaged in Business, Manufacturing, Skill Development, and Education in the fields of – FOOD PROCESSING-- and related fields.

**NOW THEREFORE, IN CONSIDERATION 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 interests and objective, and they shall establish channels of communication and co-operation that will promote and advance their respective operation within the Institution and its related wings. The parties shall keep each other informed of opportunities and shall share all information that may be 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 industry, the Second party.
- 1.3. The general terms of co-operation shall be governed by this MOU. The Parties shall co-operate 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 of 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

- 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 suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and institution interaction will give an insight in to 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

- 2.5 Guest lecturers to the student of the first party on the technology trends and requirements.
- 2.6 **Faculty development programs:** Second party to train the faculties of first party for imparting trainings as per the industrial requirements considering the national occupational standards in concerned sector, if available.
- 2.7 **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 internships/jobs; and will facilitate placements for the students, considering upon their performance and available requirements in the concerned firms and will guide students to find out better jobs in industry with highly reputed organizations.
- 2.8 There is no financial commitment on the part of the **VIMALA COLLEGE, (AUTONOMOUS), THRISSUR 09**, the first party to take up any programs mentioned in the MOU. If there is any financial considerations, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grand, implication, Estoppel of otherwise, creating 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 design) of the other party.

### CLAUSE 4 VALIDITY

- 4.1 This agreement will be valid until it is expressly terminated by either party on mutually agreed terms, during which period **THE CANNING INDUSTRIES COCHIN LTD -** , , the second party, ask the case may be, will take effective steps for implementation of this MOU. Any act on the part of **THE CANNING INDUSTRIES COCHIN LTD**, 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 event of termination , both parties have to discharge their obligations.



CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that VIMALA COLLEGE AND CANNING INDUSTRIES 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 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

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 the Courts of Thrissur.

**AGREED:**

For  
**VIMALA COLLEGE,  
(AUTONOMOUS),  
THRISSUR 09**

For  
**THE CANNING INDUSTRIES COCHIN LTD -,**

*DR.* **DR. SR. BEENA JOSE**  
PRINCIPAL

Authorized Signatory  
**VIMALA COLLEGE  
(AUTONOMOUS)  
THRISSUR-680 009**



*P. J. THOMAS*

P. J. THOMAS

Authorized Signatory

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