



കേരളം കേരള KERALA

CX 233645

### MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this 06 - 05 - 2021.

#### BETWEEN

Savus Lakshya PSC Coaching Centre having its office at North Paravur, 683513 (hereinafter referred to as "First Party" which expression shall mean and include its legal heirs, administrators and permitted assigns)

#### AND

Principal, SNM College Maliankara having its office at Maliankara PO, Moothakunnam - 683516 (hereinafter referred to as "Second Party" which expression shall mean and include its legal heirs, administrators and permitted assigns)

#### AND

System Administrator, SNM College Virtual Campus having its office at SNM College Maliankara, Maliankara PO, Moothakunnam - 683516 (hereinafter referred to as "Third Party" which expression shall mean and include its legal heirs, administrators and permitted assigns)

(referred to herein as "Parties" or individually as "Party")



SAVUS LAKSHYA

NO. 2463 VALUE RS 100/  
To PRINCIPAL  
SNM COLLEGE MALIANKARA  
DATE 6.5.2021

Principal  
S N M College  
Maliankara P.O.

Ajan.K.A

K.V. GIRIJAN  
STAMP VENDOR  
Mulanthuray



## WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

**NOW THEREFORE IN CONSIDERATION OF** the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### (1) PROJECT AND PURPOSE

(a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as Online PSC Coaching Programme ("the Project").

(b) The Project has the following purpose ("the Purpose"):

Give training to interested students of SNM College Maliankara for succeeding in exams conducted by Kerala Public Service Commission.

### (2) BINDING

(a) The Parties hereby acknowledge and agree that:

(1) The terms of this Memorandum are intended to be legally binding on the Parties hereto.

### (3) CHANGES TO MEMORANDUM

(a) This Memorandum may be amended at any time by agreement between the Parties.

(b) Any changes to this Memorandum must be made in writing and signed by the Parties.


### (4) GENERAL OBLIGATIONS

(a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.

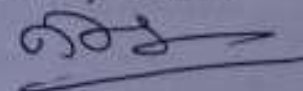
(b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.

(c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties' relationships with one another and in order to pursue the Purpose.



Saru Thilakan 

  
Principal  
S N M College  
Maliankara P.S.

Ajan. K. A. 





## **(5) ROLES OF PARTIES**

(a) Savus Lakshya PSC Coaching Centre will have the following obligations in relation to the Project:

The first party should conduct the entire course based upon a well defined Syllabus. The first party will give the copy of approved syllabus to the second party. Duration of the course is as per the schedule of the course maintained by the first party. Faculty and study materials required for different topics in the syllabus should be provided by the

first party. The first party should conduct the course in online mode through SNM College Virtual Campus, the Learning Management System of SNM College Maliankara.

(b) Principal, SNM College Maliankara will have the following obligations in relation to the Project:

Give necessary permissions and support needed for the successful completion of the project.

(c) System Administrator, SNM College Virtual Campus will have the following obligations in relation to the Project:

i) The second party should make necessary arrangements for conducting the course in online mode viz.

ii) Creating course page for the online training programme.

iii) Enrolling students to the programme.

iv) Collection of fees from the students.

v) Any other support needed from the administrative part of SNM College Virtual Campus.

## **(6) Fixation of Course Fee**

Course fees will be decided mutually between the first party and second party. It is to be decided before the commencement of each batch.

## **(7) Academic Matters**

All academic matters will be decided by the first party with the mutual consent of the second party.

## **(8) Sharing of revenue**

80% of the fee collection shall be the share of first party and 20 % of the fee collection shall be the share of second party.

## **(9) Fee collection**

It is the right of the second party to collect fees. The share of the fees will be transferred to the first party in 5 equal installments. First installment within one week from the commencement of the course and the remaining installments paid in quarterly basis till the end of the course period.



Savu Lakshya PSC Coaching Centre

Principal  
S N M College  
Maliankara P.O.

Ajam. K. A.



## (10) INTELLECTUAL PROPERTY

- (a) In connection with each Party's participation in the Project, each Party respectively may generate, create, contribute to write or produce intellectual property ("Project Intellectual Property").
- (b) For the purposes of this Memorandum, "Project Intellectual Property" includes but is not limited to:
- (I) information, ideas, videos, document files, Question banks or any other intellectual property; and
  - (II) intellectual-property that results in any way from work performed for or on behalf of the Project (whether performed by the Party or by somebody else); and
  - (III) intellectual property, whether the Party generates, creates, contributes to, writes or produces that intellectual property:
    - (A) directly, indirectly, independently or in cooperation or conjunction with another person or persons; and
    - (B) during the Party's ordinary working hours, or outside of the Party's ordinary working hours; and
    - (C) at the location where the Party ordinarily participates in the Project, or at some other location.
  - (IV) intellectual property that results in any way from the use of resources or assets in connection with the Project, including reference or other materials, personnel, facilities, or other resources; and
  - (V) intellectual property that relates in any other way to the Project or any business which is developed in connection with the Project.
- (C) Unless otherwise expressly agreed between the Parties, nothing in this Memorandum is intended to create any transfer or assignment of any intellectual property rights in relation to any Project Intellectual Property.
- (d) Unless otherwise expressly agreed between the Parties, in the event that a particular Party generates, creates, contributes to, writes or produces an item of Project Intellectual Property, that Party shall retain any and all intellectual property rights in relation to that item of Project Intellectual Property.
- (e) Each Party's respective obligations under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

## (11) TIMING AND DURATION OF PROJECT

- (a) This Memorandum will commence on 06-05-2021.
- (b) This Memorandum will remain in effect unless and until otherwise terminated by the Parties.
- (c) The Parties may terminate this Memorandum by mutual agreement.



Principal  
S N M College  
Maliankara P.O.

Ajan.K.A





(d) Either Party may terminate this Memorandum by providing the following notice in writing to the other Party: Six months

## **(12) CONSEQUENCES OF TERMINATION**

(a) In the event that this Memorandum is terminated:

(i) Neither Party will, under this Memorandum, incur any financial liability to the other Party, and

(ii) Notwithstanding the preceding sub-clause hereof, either Party may incur liability towards the other Party in connection with matters outside of this Memorandum, which may include but are not limited to liability in relation to breach of contract, tort, or equity.

(iii) In the event that a Party ("First Party") is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of the other Party ("Second Party"), then the First Party must promptly return all Items to the Second Party, or destroy any Items if directed to do so by the Second Party; and

## **(13) COSTS**

Unless otherwise expressly provided in writing, each Party is responsible for its own costs of complying with this Memorandum and in connection with the performance of its obligations under this Memorandum.

## **(14) SEVERABILITY**

If any provision of this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this MOU shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Any invalid or unenforceable provision of this MOU shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.

## **(15) ENTIRE AGREEMENT**

This MOU constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings duties or obligations between the Parties with respect to the subject matter hereof.

## **(16) NO OTHER RIGHTS GRANTED**

Nothing in this MOU is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this MOU be construed to grant any Party any rights in or to the other party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this MOU.



Principal  
S N M College  
Maliankara P.O.

Saru Thilakan

Agan-k-A



## (17) AMENDMENTS

Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both parties.

## (18) DISPUTE RESOLUTION

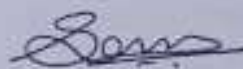
- (a) Any dispute(s) arising out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply:
- (b) Any dispute under this MOU shall be referred to arbitration by a sole arbitrator to be appointed jointly by the parties.
- (c) The arbitration proceedings shall be held in North Paravur, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force.
- (d) The Parties agree that the arbitration award shall be final and may be enforced as a decree.
- (e) The Parties further agree that subject to the above only the competent courts at North Paravur, India shall have jurisdiction in all matters arising hereunder.
- (f) The Parties further agree to keep the arbitration proceedings and the arbitral award confidential.

## (18) GOVERNING LAW

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

SIGNED BY THE PARTIES THIS 06-05-2021

Savus Lakshya PSC Coaching Centre



Savu Thilakan

Principal, SNM College Maliankara



Principal  
SNM College  
Maliankara P.O

System Administrator, SNM College Virtual Campus

Agan.K.A

