

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING
PAPPANAMCODE, THIRUVANANTHAPURAM 695018**

&

**M/s Technovalley Software India Pvt Ltd, Level 4, ATS Grand,
Opposite Highway Garden, Bypass, Edappally, Ernakulam - 682024**

Technovalley Software India Pvt Ltd

Corporate Office : Level 4, Development Centre : Level 5/6 ATS Grand, Bypass, Edappally, Kochi- 682 024

Ph: 0484-4140100, 111, CIN NO.: U72900KL2016PTC046242, e-mail: info@technovalley.co.in, web: www.technovalley.co.in

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 1st day of December Two Thousand Twenty One (01.12.2021),

BETWEEN

Sree Chitra Thirunal College of Engineering, the First Party represented herein by its Director, (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

M/s Technovalley Software India Pvt Ltd, Level 4, ATS Grand, Opposite Highway Garden, Bypass, Edapally, Ernakulam, the Second Party, and represented herein by its Managing Director Mr. Rajesh Kumar (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')

Authorized Signatory

Authorized Signatory

PREAMBLE:

Whereas, First Party is a Higher Educational Institution named:

Sree Chitra Thirunal College of Engineering at its various Engineering and Research departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research.

Whereas, Second Party is a IT - Technology Consultancy named:

Technovalley Software India Private Limited, is a software consultancy services company. An Affiliated member of NASSCOM, having its major vertical Technovalley – AKS (Advanced Knowledge Services) a leading Edu-Tech Industry, exclusively implementing state-of-the-art technical Internships and certification programs in partnership with 16 global leaders in IT Technologies to deliver their cutting-edge global technology certifications and programs for Professionals and students across the globe.. M/s Technovalley Software India Pvt Ltd, is not promoted by any external Industrial Group.

Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

Whereas both Sree Chitra Thirunal College of Engineering and Technovalley Software India Private Limited now

- Recognizing that collaboration and co-operation between themselves with a new Intuition to be a part of Technovalley Technology-Club to build an Industry – Academia partnership will promote more effective use of each of their resources, IT/Non IT Technology and Consulting Services and provide each of them with enhanced opportunities.
- Appreciate the intent to cooperate and focus their efforts on cooperation within area of Skill development Internship programs, IT Services, Education and Research.
- Believes that close co-operation between the two parties would make budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry.
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NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1:CO-OPERATION

- a) 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.
- b) 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 the industry, the Second Party.
- c) 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 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 AND TERMS OF INTERACTIONS:

Both Sree Chitra Thirunal College of Engineering and Technovalley Software India Private Limited shall encourage interactions between Engineers, Research Fellows, Faculty Members, Program Consultants and Students of both the organizations through the following arrangements.

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) First party can acquire free Membership on Technovalley Technology – Club to avail the IT Technology Services for students and faculties on discounts from Technovalley Software India Private Limited.
- c) Organization of joint conferences, workshops, hackathons, colloquiums, and seminars;
- d) Onsite Certification Model for First Party Students and Faculties right there at the Collage on a revenue Sharing Model, with a relaxed Fee for the Students and there for Faculties.
- e) Second Party to extend the necessary support to deliver guest lecturers to the students of First Party on the technology trends and in house requirements.
- f) First Party can obtain free RedHat Academy Membership and avail RedHat Technology Services on behalf of Technovalley with massive discounts to the students as well as Faculties.
- g) Second Party can assist First Party students on skill Acquisition of bleeding edge technologies such as RedHat, VMware, Microsoft, Cyber Security, Cisco, Amazon, and Other programs like Python programming, Software Testing, Networking, PHP, Artificial Intelligence, Robotics, Bigdata and Hadoop, Block Chain, Python Programming, Mean Stack, Full Stack and Machine Learning training Etc.
- h) Second Party would accommodate students in the form of interns in such a number that it deems convenient to it for the purpose of imparting industrial Internship programs on IT Technologies.
- i) Second Party may make use of the facilities available at First Party for Onsite IT technology Internship programs.
- j) Second Party will give valuable inputs to First party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- k) Second Party to train the Faculties of First party as Faculty Development Program for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- l) Second Party may showcase its Technology services activities at the seminar/Workshop/Conference etc. at First Party premises.
- m) Joint Guidance to the student project/thesis in the field of Programming and Non-Programming IT technology services at First party by Second Party.
- n) First party can avail all the webinar programs conducting by second party on free of cost.



- o) First party shall permit the sharing of Students and Faculties data base, if permissible within the rules governing the two parties ,for its purpose to ensure that the reach of information on IT/Non IT Technology Internship Programs and the services offered by Second Party. However, responsibility for the safety of data's during the exchange will rest on respective Heads of both parties.
- p) There is no financial commitment on the part of the Sree Chitra Thirunal College of Engineering the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

The collaborative program between Sree Chitra Thirunal College of Engineering and Technovalley Software India Private Limited shall be coordinated by a coordination committee appointed by the Directors of both parties.

CLAUSE 4: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) During its tenancy, the MOU may be extended or terminated by prior notice of not less than **three months** by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty who have been admitted to pursue a program under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Technovalley Software India Private Limited and Sree Chitra Thirunal College of Engineering.
- e) This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period M/s Technovalley Software India Pvt Ltd, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or M/s Technovalley Software India Pvt 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

CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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.



CLAUSE 6: INTELLECTUAL PROPERTY

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 7: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both Sree Chitra Thirunal College of Engineering and Technovalley Software India Private Limited shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party (not applicable to students of Sree Chitra Thirunal College of Engineering).
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

CLAUSE 8: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

CLAUSE 9: RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Thrissur.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be at District Head Quarters of the First Party and Language of arbitration shall be English.

Authorized Signatory



Authorized Signatory

Coordinators from Sree Chitra Thirunal College of Engineering are 1.

2.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Sree Chitra Thirunal College of Engineering

For Technovalley Software India Private Limited

Authorized Signatory

Authorized Signatory

Sree Chitra Thirunal College of Engineering	M/s Technovalley Software India Private Limited
NH 66, CTO Colony, Pappanamcode, Thiruvananthapuram, Kerala 695018	Level 4, ATS Grand, Opposite Highway Garden, Bypass, Edapally, Ernakulam
Contact Details Phone : +91-471-2490572	Contact Details Phone : 7994898333
E-mails : principal@sctce.ac.in	E-mails : bindo@technovalley.co.in
Web : www.sctce.ac.in	Web: www.technovalley-aks.com

Witness 1 Dr. Prakash U, Professor in Mechanical (Automobile) Engineering	
Witness 2 Prof Sabu V.R, Associate Professor Mechanical (Automobile) Engineering	

Witness 3	<i>Bindo K.K</i> (Head - Marketing)
Witness 4	