

കേരളo केरल KERALA

CS 479661

### MEMORANDUM OF UNDERSTANDING / AGREEMENT

1. This Memorandum of Undertaking is made on this day, the 5th of December 2020 between Bharata Mata School of Legal Studies (BSOLS) herein refer to as the First Party, having its office at Aluva, Choondy, Kerala, of the first part

And

Sreenarayana Law College (SN) having its office at Poothotta, Poothotta PO, Ekm District, represented by its authorized representative, Mr. A.R Ajimon, Manager, of the second part, herein referred to as the Second Party

Whereas the second party is desirous of introducing an ICT enabled Campus and the First Party has successfully implemented an ICT enabled Campus in Aluva, Choondy, both parties, mutually agree to MP

undertake a Project for the training and handholding for an ICT enabled

campus in Poothotta herein referred to as the Project, with First Party agreeing to train and enable the Second Party for the project; and for mutually collaborating to facilitate student and staff exchange between the two colleges for promoting and fostering collaborative learning and teaching.

3. The two\* parties to this Memorandum of Understanding, with the intention of both being legally bound, accept the following terms and conditions:

## 4. Coordination and Contact Points

The contact point for the First Party shall be Rev. Fr. Sebastian Vadakkumpadan, Director, BSOLS for the Second Party shall be Mr. AR Ajimon, Manager, SN Law College Poothotta

## 5. Responsibilities of the First Party

The First party shall:

Organise training and handholding activities for the Second Party in order to help implement the ICT enabled campus.

Ensure that collaboration is effective in terms of student and faculty exchange Programmes to be undertaken on mutually agreed dates

Provide assistance for conduct of study visits, consultations.

Not realise any fee from the Second Party in any form whatsoever, with the

exception of recovering cost

1 Junan

Provide free of cost handholding for 1 year to help with the ICT enabled campus implementation Project

## 6. Responsibilities of the Second Party

## The Second Party Shall:

Be responsible for the logistics and operational aspects of the training component of the said Project;

Shall ensure that all collaborations for student and faculty exchange are done free of costs

Ensure that collaboration is effective in terms of student and faculty exchange Programmes to be undertaken on mutually agreed dates

Provide assistance for conduct of study visits, consultations.

# 7. Force Majeure

In the event of non-fulfillment of the contract terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., neither Parties shall be held responsible for any loss or consequential loss or non-performance.

#### 8. Liabilities

The First Party and the Second Parties shall not, however, be liable for:

a. any payments of claims by employees of the other party

b. discharging any financial commitments made by the other party

3

## 9. Breach of Agreement

Both Parties shall have the right to terminate the agreement, in case of violation of any clause mentioned in the MOU, by the other Party or misuse of the agreement in any manner by the other Party

## 10. Amendment to the Agreement

The obligations of the First party and the Second Party have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this Agreement. These modifications/alterations will be mutually discussed and agreed upon in writing.

## 11. Period of Validity

This agreement shall be initially valid for one year from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

### 12. Arbitration

Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the

Agreement.

For the First Party

ata School o

Director,

r, \_\_rumathala P

Bharata Mata School of Legal Studies

Choondy, Aluva

For the Second Party

7

AJMON. A.F

Manager,

Sree Naraya Law College

Poothotta