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# DN 972305

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ONE

HUNDRED RUPEES

### MEMORANDUM OF UNDERSTANDING

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This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the 20<sup>th</sup> **day of January – Two Thousand Twenty-Three** (2 0.01.2023), by and between

**St. Xavier's College, Vaikom** represented herein by its **Principal** (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).

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#### AND

CIPET : Institute of Petrochemicals Technology (IPT), HIL Colony, Edayar Road, Eloor, Udyogamandal P.O., Kochi – 683501, represented herein by Joint Director & Head (hereinafter referred to as 'Second Party', organization 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')

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WHEREAS:

First Party is a Higher Educational Institution named: St. Xavier's College, A) Vaikom

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First Party & Second Party believe that collaboration and cooperation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

The Parties intent to cooperate and focus their efforts on cooperation within C) area of Skill Based Training, Education, Faculty Development and Research.

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

(6820/00 Principal, 18.01 2003. St. Xaotien's College fre Vaikom, Kottavang Po Kottavang 00

- **CIPET: IPT Kochi**, the Second Party is engaged in Skill Training, Technology Support, Academics & Research (STAR) activities in the field of petrochemicals and allied sectors.
- F) **CIPET: IPT Kochi**, the Second Party is promoted by **Department of Chemicals and Petrochemicals, Ministry of Chemicals and Fertilizers, Govt. of India** with its Head Office (Central Institute of Petrochemicals Engineering & Technology (CIPET)) located at Chennai.
- G) **CIPET: IPT Kochi** is imparting skill/up-skill training in Plastics Processing Techniques, Design & CAD/CAM/CAE, CNC Technologies, Tooling, Additive Manufacturing, Product Testing & Quality Control to the industrial personnel, jobseekers and students to improve their practical knowledge, thereby equipping them with the industrial level skill.

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

### CLAUSE 1: COOPERATION

E)

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and cooperation that will promote and advance their respective operations within the institution. 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.
- 1.2 First Party and Second Party cooperation 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 organization, the Second Party.
- 1.3 The general terms of cooperation 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.

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## **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 organization. Both parties believe that close cooperation 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 into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its production facilities and laboratories and also involve in Industrial Training Programs for the First Party on mutually agreed terms. 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 Second Party will provide its Labs / Workshops / Production Sites for the hands-on training of the learners enrolled with the First Party on mutually agreed terms.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the field Petrochemicals and its allied sectors on a case-by-case basis.
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in Capital Goods and Chemicals & Petrochemicals sectors.
- 2.8 **Placement of Trained Students:** Second Party will actively support to help the delivery of the training for the enrolled students of the First Party in specialized training programs organized by the second party and also in their placement into internships/jobs.

- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Training Programs on the terms specified herein.
- 2.10 There is no finadcial commitment on the part of the St. Xavier's College Vaikom, 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: 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, copyrights and designs) of the other Party.

# **CLAUSE 4: VALIDITY**

- 4.1 The MoU shall be effective from the date of execution hereof and shall remain in force for a period of three years. The MoU shall be renewable upon mutual agreement.
- 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 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 State Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of (High Court) Kerala.

### AGREED:

For St. Xavier's College, Vaikom

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Or Gimson D Parambil The Principal Product

St. Xayler : Cultage Kodhavara Vallom

St. Xavier's College Vaikom Address: St. Xavier's College Vaikom Kothavara P.O., Kottayam - 686607

Contact Details: 04829 275303 E-mail ID: stxaviersvkm@gmail.com Web: www.stxavierscollegevaikom.org

Witness1:

Dr. Subi Joseph 1400, Dept. of Chemisty. St-Xaures's Colles Vailcom.

Witness 3: Saju Daniel Assistant Professor, Dept of Chumistry St. Xaviers College Vaikom



For CIPET: IPT – Kochi

के. ए. राजेश/K.A. RAJESH Joint Directorisentileador & Head / Assistant Professor Gr.-1 केंद्रीय पेट्रोकेमिकल्स इंजीनियरिंग एवं तकनीकी संस्थान (सिपेट) CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET) CIPET: IPT - Kecoler, उद्योगमंडल पी.ओ., कोच्चि, केरल - 683 501 Address: CIPET: IPT - Kochi HIL Colony, Edayar Road, Eloor, Udyogamandal P.O., Kochi – 683501 Contact Details: 0484 254 7741 / 6740 E-mail ID: kochi@cipet.gov.in Web: www.cipet.gov.in

Witness2:

Repairemen (R.JEENAN Maneger (T) RAM CIPET: IPT-Kuchi

Witness4: De g. g. (A-SANNAR BANKSH) Sr. alt. (PrA)

CIPET: IPT- Kochi

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16884/100 Principal, 18:01:2023 St-Xanien's College Vaikon, Kothavara Po Kothavara Po

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16885/100 Principal 18.01.2012 St. Xavier's College Vaikon Kathavara Po Kolleyan-

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#### AGREED:

For St. Xavier's College, Vaikom

For CIPET: IPT - Kochi

Dr. Gimson D.Parambi	L
The Principal Principal	*
St. Xavier's College Kothava	ra
Vaikom .	
St. Xavier's College Vaikom	
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Kothavara P.O., Kottayam - 686	6607

Contact Details: 04829 275303 E-mail ID: stxaviersvkm@gmail.com Web: www.stxavierscollegevaikom.org

Witness1:

Dr. Subi Joseph HOD, Dept. of Chamishy St. Xaures's Colle: Vailcon

Witness 3:

Dr. Saju Daniel Assistant Professor Department of Chemistry St. Xavier's College Vaikon

Witness2:

Web: www.cipet.gov.in

Regeronrom (R. JEEVAN RAM) Manger (T) CIPET: 1PT - Koc

क. ए. राजेश/K.A. RAJESH

CENTRAL INSTITUTE OF PL TROCHEMICALS ENGINEERING & TECHNOLOGY (CIPET)

LOOR, UDYOGAMANDAL P.O., KOCHI, KERALA-683 501

जनीकी संस्थान (सिपेट)

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Joint Director & Head / Ast Int Professor Gr.-1

केंद्रीय पेट्रोकेमिकल्स इंजीनियरिंग ए

CIPET: IPT स्र्तूराठकोगमंडल पी.ओ., काल्व, केरल

Udyogamandal P.O., Kochi - 683501

Contact Details: 0484 254 7741 / 6740

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Witness4: A. SANKAR OJANESH) SU. OFFICER (PAA) SU. OFFICER (PAA) CIPET: IPT-boch

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