



# Criterion 3: Research, Innovations And Extension

3.5.1 Number of functional MoUs/linkages with institutions/ industries in India and abroad for internship, on-the-job training, project work, student / faculty exchange and collaborative

## M/S SIBEX VENTURES PRIVATE LIMITED

#### **CAMPUS**

Kottukulam Hills, Pathamuttom P. O., Kottayam - 686 532, Kerala | Tel: +91 481 2433787 | scas@saintgits.org CORPORATE OFFICE

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**EXCEL** 

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## Memorandum of Understanding (MoU)

Between

SAINTGITS COLLEGE OF APPLIED SCIENCES

And

M/S. SIBEX VENTURES PRIVATE LIMITED

## Memorandum of Understanding (MoU)

This Memorandum of Understanding (hereafter referred to as the "MoU") is made at Kottayam, on this 16<sup>th</sup> day of February, 2022,

#### **BY AND BETWEEN**

Saintgits College of Applied Sciences, Pathamuttom, Kottayam is an Unaided Arts and Science College with job-oriented UG and PG Programs founded in 2004 under the aegis of SAINTGITS Group of Educational Institutions affiliated to M G University, Kottayam, having its Campus at Saintgits College of Applied Sciences, Kottukulam Hills, Pathamuttom P.O. Kottayam Kerala — 686532, hereinafter called "SCAS" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, executors, administrators and assigns) Party of the FIRST PART.

#### AND

M/s Sibex Ventures Private Limited through its Partners having its registered office at, 63/1400-Al, Salim Rajan Road, Gandhinagar, Ernakulam, Kerala, Pin 682010, hereinafter called M/s Sibex Ventures (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors, executors, administrators and assigns) Party of the OTHER PART.

#### AND WHEREAS, SCAS is committed

- To improve the academic knowledge of its students by imparting training which are beyond the curriculum of Universities
- To provide job-oriented training programmes which will lead to award of certificates
- To support organising seminar, workshop and other faculty development programmes

AND WHEREAS Sibex Ventures is the promoter of chain of retail Pharmacies based at Kochi, Kerala under the Brand name Med25.

AND WHEREAS both the parties have offered to collaborate with each other for the purpose of capacity building to support SCAS in its efforts to transition its students into professionals of repute.

AND WHEREAS both the parties have, in principle, accepted the terms and conditions mutually agreed upon by and between them

AND WHEREAS the parties hereto are desirous of recording the said terms and conditions in the manner hereinafter appearing:

Dr. K. K. John

Principal
Saintgits College of Applied Sciences
Kottukulam Hills, Pathamuttom P. O.
Kottayam 686 532, Kerala

Singular.

For Sibex Ventures Pvt, Ltd.

Director

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER: -

### Collaboration on areas:

SCAS and the M/s Sibex Ventures shall establish collaboration for the purpose of

- a) Conducting internship programmes for the students of SCAS.
- b) Provide training on ERP solution
- c) Conducting various programs for capacity building.
- d) Any other event in tune with capacity building in commerce and education

### Conduct of various programs, events, Seminars etc.

- (1) The said courses / programs/ events called by any name shall be conducted by the SCAS and M/s Sibex Ventures in collaboration and shall be overseen by a Standing Committee consisting of one representative each of SCAS and M/s Sibex Ventures and advised by Heads of Institutions of SCAS and M/s Sibex Ventures
- (2) The venue (online / offline) of the said courses, programs, events called by any name shall be decided and conducted by mutual understanding of both the parties
- (3) The content and the delivery of the course / program shall be designed by mutual understanding by both the parties.

#### Goodwill:

SCAS and M/S Sibex Ventures both shall endeavour to maintain, promote and improve the goodwill and image of both the organisations.

#### Tenure:

This Memorandum of Understanding shall continue to be in operation for a period of three years commencing from the date of signing this MoU. Upon the expiry of this Memorandum of Understanding and/or six months prior thereto, both parties are entitled to the renewal of the Memorandum of Understanding for a future period of two years by issuing a written notice to the other to that effect.

#### **Termination**

- (1) If there is a breach of any of the conditions by either party then the Memorandum of Understanding may be terminated with one-month notice by either party without affecting the students' or participants' larger interest.
- (2) The Memorandum of Understanding may be terminated with three months' notice by either side or by mutual consent.

On Termination:

K. K. John

Saintgits College of Applied Sciences Kottukulam Hills, Pathamuttom P. O. Kottayam 686 532, Kerala )3) 19/1 ge ,

For Sibex Ventures Pvt. Ltd.

Director

On termination of this Memorandum of Understanding:

(a) No fresh joint, collaborative programmes, called by any name, shall be

undertaken by either of the institutions thereafter.

(b) Neither parties shall not be responsible for any loss or damage which may be

caused because of destruction of any materials, cancellation of any programmes

or in any other manner or on account of termination of this Memorandum of

Understanding.

(c) Parties hereto agree to settle outstanding dues, if any.

(d) Neither SCAS nor M/S Sibex Ventures shall have any right or title or interest in

the name and goodwill of the other party

(e) None of the parties shall, after termination of the Memorandum of

Understanding, claim, advertise or suggest any association with another party.

(f) Legitimate interests of students, participants will be protected, within two year

of discontinuation of the Memorandum of Understanding as applicable or the

culmination of the last joint programme commenced before the discontinuation.

Third party Agencies:

(1) This Memorandum of Understanding shall not create any mutual agency between

the parties to this Memorandum of Understanding. Neither party shall be authorized

to make any commitment to any third party with respect to this Memorandum of

Understanding.

Force Majeure:

Neither party to the Memorandum of Understanding shall be liable to the other

party for any delay or failure on its part to performing any of its obligations under this Memorandum of Understanding resulting from any cause beyond its reasonable

control, including, but not limited to strikes, riots, civil commotion or other concerted action of workmen, material, shortage, fire, flood, explosions, acts of God,

acts of State, war, enemy action or terrorist action.

Mediation:

It is agreed by both the parties that in the eventuality of any disputes or differences arising out of or in connection with or arising out of this Memorandum of Understanding

or in supplemental writings, the same shall be settled amicably through mediation

Dr. K. K. John **Principal** 

Saintgits College of Applied Sciences Kottukulam Hills, Pathamuttom P. O. Kottavam 686 532, Kerala

For Sibex Ventures Pvt, Ltd. a g e

between the management of Saintgits College of Applied Sciences, and the board of Directors of SIBEX ventures Pvt Ltd.

In case of any continuing disputes the same shall be referred to a sole arbitrator appointed mutually by the parties in accordance with Arbitration and Conciliation Act 1996 and the bench of Arbitration shall be in Kochi

IN WITNESS WHEROF the parties hereto have hereunto set and subscribed their respective hands and seals to this writing on the day and year first herein above written.

Signed, Sealed and Delivered on behalf of the above named

Signed, Sealed and Delivered on behalf of Saintgits College of Applied Sciences

by its Principal, Dr K. K. John

In the presence of the Witnesses:

1. Name of the Witness

Signature of the Witness

2. Name of the Witness

Signature of the Witness

M/s Sibex Ventures

by its Director/ CEO/Partner, Mr SINOY

In the presence of the Witnesses:

1. Name of the Witness

Signature of the Witness

2. Name of the Witness

Signature of the Witness

Principal Saintgits College of Applied Sciences Kottukulam Hills, Pathamuttom P. O.

Kottayam 686 532, Kerala

Arush. B. Bhaslearan, slo P.16 Bhasleara

ABY ALEX WILLIAM. S/O LATE C.A. WILLIAM

: Poriji K. Samuel 5/0. R.P. Samuel

For Sibex Ventures Pvt. Ltd.

Jose Pirector