



# 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

# **PURACKAL HONDA**

### **CAMPUS**

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

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# Memorandum of Understanding (MoU)

This Memorandum of Understanding (hereafter referred to as the "MoU") is made at Pathamuttom on 30<sup>th</sup> May,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, and approved by the UGC under section 2(f) of the UGC Act having its Corporate Office at: 3rd Floor, Unity Building Near Collectorate Junction, Kottayam-Kumily Rd, Kottayam, Kerala 686002, and operating from Saintgits College of Engineering, 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.

Dr. K. K. John Principal

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

Kottayam- 686 532, Kerala

19-4-22

The Principal, Sailt 9, #5 College IC. No. CI 6376/80
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# AND

M/s Purackal Honda through its partners having it's registered office at Purackal Arcade, Manipuzha, Nattakom P. O., Kottayam-686 013, hereinafter called M/s Purackal Honda (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 and diplomas
- To support organising seminar, workshop and other faculty development programmes

AND WHEREAS Purackal Honda is the authorised dealer for Honda Motorcycles and Scooters in Kottayam District, Kerala and is owned and managed by Purackal Motors.

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:

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

## Permission:

SCAS and the M/s Purackal Honda shall establish collaboration for the purpose of

a) Joint training programs and workshops.

b) Conducting seminars and symposiums.

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- c) Conducting internship programmes for the students of SCAS.
- d) Conducting programs of variety of nature for capacity building
- e) 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 Purackal Honda in collaboration and shall be overseen by a Standing Committee consisting of one representative each of SCAS and M/s Purackal Honda and advised by Heads of Institutions of SCAS and M/s Purackal Honda.
- (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 Purackal Honda 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 two 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:

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.

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- (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 Purackal Honda 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.

# **Arbitration:**

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

Dr. K. K. John Principal

Saintgits College of Applied Sciences Kottukulam Hills, Pathamuttom P.O. Kottayam- 686 532, Kerala supplemental writings, the same shall be decided by the Management of Mar Gregorios Educational Society, Kottayam.

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 Saintgits College of Applied Sciences by its

Principal, Dr. K K. John

In the presence of the Witnesses

Name of the Witness

Signature of the Witness

2. Name of the Witness

Signature of the Witness

Dr. K. K. John Principal

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

Kottayam- 686 532, Kerala

K. Samuel, 5/0, R. P. Samuel

Signed and Sealed on behalf of M/s Purackal Honda by its For Furackat Molors

Partner, Mr. Rahul Jacob George

In the presence of the Witnesses:

1. Name of the Witness

Signature of the Witness

2. Name of the Witness

Signature of the Witness

For Purackal Molors