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EC 602356

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

Department of Corporate Economics, Saintgits College of Applied Sciences  
Kottayam

&

The International Institute of Migration and Development (IIMAD)  
Thiruvananthapuram

(Registered under the Travancore-Cochin Literary, Scientific and Charitable

Registration Act, 1955- Reg no: TVM/TC/443/2019)

FOR

SKILL DEVELOPMENT, INTERNSHIP, ON THE JOB TRAINING,  
PROJECT ASSISTANCE, COLLABORATIVE RESEARCH AND  
EXTENSION ACTIVITIES.

No 3281  
11-5-2023

Dr. S. Indradya Rajan  
R 1001

LAILA S.S.  
REGIONAL VENDOR

S.I. Raja



**MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF  
CORPORATE ECONOMICS, SAINTGITS COLLEGE OF APPLIED SCIENCES,  
KOTTAYAM AND THE INTERNATIONAL INSTITUTE OF MIGRATION AND  
DEVELOPMENT (IIMAD), THIRUVANANTHAPURAM**

This Memorandum of Understanding (hereinafter called as the 'MoU') is made on the 11<sup>th</sup>  
day of May, Two Thousand and Twenty-Three (11-05-2023)

**BY AND BETWEEN**

**Department of Corporate Economics, Saintgits College of Applied Sciences,  
Kottayam** represented herein by its Academic Co-ordinator of B.A Corporate Economics  
Department. (Hereafter referred as '**First Party**') which expression, unless excluded by or  
repugnant to the subject or context shall include its successors – in – office, administrators and  
assigns).

**AND**

**The International Institute of Migration and Development (IIMAD),  
Thiruvananthapuram** (Registered under the Travancore-Cochin Literary, Scientific and  
Charitable Registration Act, 1955- Reg no: TVM/TC/443/2019) represented herein by  
its Chairman, **DR S IRUDAYA RAJAN** (for and on behalf of President IIMAD) (hereinafter  
referred to as '**Second Party**', which expression, unless excluded by or repugnant of 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')

**WHERE AS:**

- A. First Party is an educational institution that desires to collaborate and co-operate with an institutional partner broadly in the areas of Skill Based Training, Education and Research (hereinafter 'the purpose');
- B. The International Institute of Migration and Development (IIMAD), the Second Party, is engaged in Research, Advocacy and Policy formulation.
- C. The Parties intent to cooperate and focus their efforts on achieving the purpose;
- D. Both Parties, desire to sign an MOU for advancing their mutual interests;

**NOW THEREFORE,**



**Academic Co-ordinator**



**Chairman (For and on Behalf of President)**



in consideration of the premises and intending to be legally bound hereby, the parties agree as follows:


## CLAUSE 1 CO OPERATION

- 1.1 Both parties are united by common interest 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 maybe relevant to secure additional opportunities for one another.
- 1.2. The mutual cooperation of the "Parties" will facilitate effective utilization of the intellectual capabilities of the faculties and students of First Party by providing significant inputs to them by the Second Party in developing suitable teaching and training systems, keeping in mind the needs of the institution.
- 1.3. 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 maybe required to give effect to the actions contemplated in terms of this MOU. The term of 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. There is no financial commitment on the part of both the 'Parties' to take up any clause as mentioned in the MOU. Any financial considerations will be dealt separately through the means of time bound contracts.

## 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 industry. Both Parties believe that close co-operation 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 as suitable, customize the curriculum within the framework of the first party's vision and the regulatory authorities (University Grants Commission (UGC) or National Assessment and Accreditation Council (NAAC) or any other which is in place at any point of time) so that the students fit into the industrial scenario meaningfully.
- 2.3. **Industrial / Institutional Training & Visits:** Industry and Institution will give an insight into the latest developments/requirements of the industries / institutions; the Second Party may permit the Faculty and Students of the First Party to visit its group industries / institutions and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth

  
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Chairman (For and on Behalf of President)



transition from academic to working career. The Second Party may provide its resources for the hands – on training for students enrolled with First Party.

- 2.4. **Research and Development:** Both Parties will try to carry out the joint research activities in the field of **Social Sciences/ Migration / Ageing/ Health**.
- 2.5. **Skill Development Programmes:** Second Party may provide necessary insights into the capacity building / training programs of the students of the First Party on the emerging technologies in order to bridge the skill gap and make them industry ready as required.
- 2.6. **Guest Lectures:** Second Party may extend the necessary support to deliver guest lecturers to the students of the first party on the technologies and in-house requirements.
- 2.7. **Faculty Development Programmes:** Second Party may provide necessary insights into the capacity building training programs of the Faculties of the First Party as required.
- 2.8. **Placement of Trained Students:** Second Party may actively engage to help the delivery of the training and placement of students of the First Party into internship/jobs; and try to facilitate placements for the students.
- 2.9. **Outreach and Extension:** Second Party may actively engage in outreach and extension activities in collaboration with the First Party.
- 2.10. Both Parties will try to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the programme on the terms specified herein and sign separately negotiated terms of engagement before commencing the items mentioned in the scope of this MoU.


### CLAUSE 3 IMPLEMENTATION AND MONITORING

For implementing and monitoring of the programme, the parties also agree that:

- 3.1. The interaction between the parties will be implemented by creating a coordination cell by both “parties” at respective institutions.
- 3.2. Each cell will be headed by an employee nominated by the respective Head of Institution who shall be designated as Coordinator and whose main responsibility will be to execute and co-ordinate all activities envisaged under this MOU.

### CLAUSE 4 INTELLECTUAL PROPERTY

  
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- 4.1. Nothing contained in this MOU shall, by express grant, implication, Estoppels 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. Both parties may, in their brochures or website or other documents use the name and logo of the other party for the purpose of mentioning the existence of their contractual relationship.

#### CLAUSE 5 VALIDITY

- 5.1. Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the events of Termination, both parties shall discharge their obligations accrued before the termination. This MoU may also be terminated anytime by the mutual written consent of the parties.
- 5.2. This MoU will be valid for 1 year from the date of signing of this MoU.

#### CLAUSE 6 RELATIONSHIP BETWEEN PARTIES

It is expressly agreed that **Department of Corporate Economics, Saintgits College of Applied Sciences**(First Party),and**The International Institute of Migration and Development** (Second Party)are acting under this MoU as independent institutions, 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, except for the purposes as agreed herein. 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.

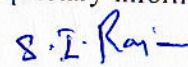
#### CLAUSE 7 DISPUTE SETTLEMENT

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 Ernakulam. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction of the Courts at Ernakulam except jurisdiction for any injunctive relief, which shall lie to appropriate courts having jurisdiction.

#### CLAUSE 8 MISCELLANEOUS

This Agreement will bind and inure to the benefit of the Parties and their successors and assigns. This document contains the entire agreement between the Parties with respect to the subject matter of this Agreement. No Party will have any obligation, express or implied by law, with respect to trade secret or proprietary information of

  
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any other Party except as set forth in this Agreement. Any failure to enforce any provision of this Agreement will not constitute a waiver of that provision or of any other provision. This Agreement may not be amended, nor any obligation waived, except by writing signed by both Parties. Both parties here by expressly agrees that they will not use this association for any other purposes other than for those mentioned in this agreement and will not create any debts/mortgages/other charges using this association.

This Agreement represents the entire Agreement and supersede any and all previous agreements and understandings between the parties relating to the subject matter hereof, and may be amended only in writing, signed by both parties.


## CONTACT INFORMATION

**Department of Corporate Economics, Saintgits**  
**College of Applied Sciences**  
Contact Details: 8281257692  
E-Mail: [bace@saintgits.org](mailto:bace@saintgits.org)  
Web: <https://saintgits.org/saintgits-college-of-applied-sciences/>

**The International Institute of**  
**Migration and Development**  
Contact Details: +91 9778 355 560  
E-Mail: [rajan@iimad.org](mailto:rajan@iimad.org)  
Web: [www.iimad.org](http://www.iimad.org)

IN WITNESS WHEREOF, the parties have caused this agreement to be signed and delivered by its duly authorized representative on the date mentioned above.

  
Academic Co-ordinator

  
Chairman (For and on Behalf of President)



SIGNED and executed by and on behalf of Department of Corporate Economics, Saintgits College of Applied Sciences in the presence of:

.....  
Signature of Witness

..ANJU MARIA.....  
Name of Witness  
(Block letters)

SIGNED and executed by and on behalf of The International Institute of Migration and Development in the presence of:

.....  
Signature of Witness

..SUNITHA S.....  
Name of Witness  
(Block letters)

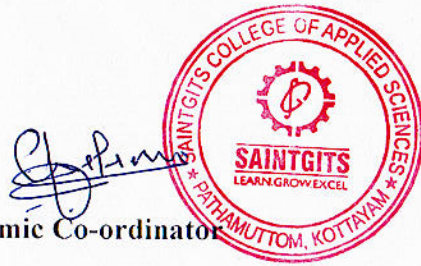
*Reshmi Susan Jacob*

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**Ms. Reshmi Susan Jacob**  
Academic Co-ordinator  
Department of Corporate Economics,  
Saintgits College of Applied Sciences.

**Dr. S. IRUDAYA RAJAN**  
CHAIRMAN  
The International Institute of Migration & Development  
Thiruvananthapuram- 695011

*S. I. Rajan*

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**DR S IRUDAYA RAJAN**  
Chairman  
(For and on behalf of President  
IIMAD)



*Reshmi Susan Jacob*  
Academic Co-ordinator

*S. I. Rajan*

Chairman (For and on Behalf of President)