



കേരളം केरल KERALA

DM 518369

Memorandum of Understanding Between :

Kerala Agro Machinery Corporation Limited, Regd.
Office: Athani - 683 585,
Ernakulam Dist., Kerala State.

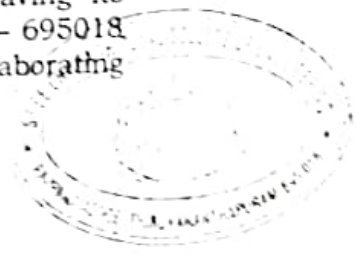
and

Sree Chitra Thirunal College of Engineering

This Memorandum of Understanding (MoU) is entered into this on 13th April 2022 by and between Kerala Agro Machinery Corporation Limited Regd. Office: Athani - 683 585, Ernakulam Dist., Kerala State. (hereinafter referred to as "KAMCO"), on the One Part.

And

Sree Chitra Thirunal College of Engineering, having its campus at Pappanamcode, Thiruvananthapuram - 695018 (hereinafter referred to as "the Academic Collaborating Institute (ACI)").



Sl. No. 1442 Value Rs 100/-
Issued to 13/4/22

[Handwritten Signature]
13.4.22
Principal
Sree Chitra Thirunal College of Engineering



Kilippalam Vendor
K.R. Sugatha Kumari Thankachy
13.4.22

Rs. 100

ONE

HUNDRED RUPEES

INDIA
NON JUDICIAL

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Recitals

a. Kerala Agro Machinery Corporation Ltd. (KAMCO) was established in the year 1973 as a wholly owned subsidiary of Kerala Agro Industries Corporation Ltd. (KAIC), Trivandrum, for manufacture of agricultural machinery specifically Power Tillers and Diesel Engines. Subsequently KAMCO became a separate Govt. of Kerala undertaking in 1986.

b. Sree Chitra Thirunal College of Engineering (SCTCE), Thiruvananthapuram was established by the Govt. of Kerala in the year 1995 in memoriam of the Great Maharaja of Travancore and is affiliated to the APJ Abdul Kalam Technological University (KTU) of Kerala with AICTE approval. The Institution has the broad objective of grooming young men and women into technocrats through the process of engineering education, training and research. SCTCE offers 6- Undergraduate and 3 - Postgraduate programmes. SCTCE is also a research centre under APJ Abdul Kalam Technological university since 2015 and offers PhD programmes

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13/11/2022

Principal

SCT College of Engineering



12 APR 2022

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c. The purpose of this MoU is to explore areas of cooperation, benefiting both the Academic Collaborating Institute and KAMCO

d. KAMCO agrees to offer Academic Collaborating Programme (ACP) to the Institute. ACP is expected to bridge the gap between campus and corporate and thereby enhance the employ-ability of emerging workforce. Some of the activities that would be offered by KAMCO are, Workshop for Students, Faculty Development Programs for Teachers, Student Awards to encourage healthy competition at colleges, Internship Training opportunity for students. KAMCO offer the expertise the company gained in the Agricultural Mechanization sector to the Institute for developing / incorporating latest technology to fulfill the requirements from agriculture and allied sector that will be benefitted to KAMCO and the farmers in the country.



GL No. 1445 Value Rs 50

Issued to 13/4/2022

Killipalam Vendor


13.6.22
PRINCIPAL
KAMCO KERALA AGRICULTURAL MECHANIZATION COMPANY
307 Alappatt

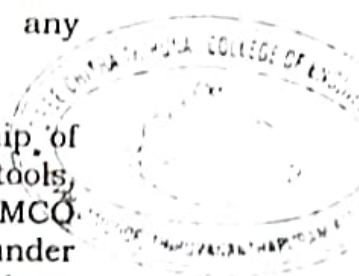


NOW THIS MoU WITNESSETH as follows:

Areas of cooperation

1. KAMCO agrees to offer a package of Academic Collaborative Programme, containing the following, to the Collaborating Institute. KAMCO shall support the student and teacher communities through Workshops, Faculty Development Programmes and Student Internships Target per year - Workshops for students, Faculty Development Programmes for Teachers, Internship For the students. KAMCO offer the expertise the company gained in the Agricultural Mechanization sector to the Institute for developing / incorporating latest technology to fulfill the requirements from agriculture and allied sector that will be benefitted to KAMCO and the farmers in the country.
2. The ACP Institute will support KAMCO in its learning, hiring, value engineering of products, research & development requirements of new products, new innovations and satisfactory implementation within 1 year on mutual convenience.
- 3 Confidentiality: Each party shall maintain complete confidentiality of any information of the other party, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) . Both parties undertake to (i) hold all such Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect not withstanding any termination of this MoU.
4. Intellectual Property Rights: IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any KAMCO proprietary products or components thereof used hereunder or development of any deliverables and all new ideas,


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Sree Chitra Thuruvu
College of Engineering



inventions, innovations, or developments conceived, developed, contributed, distributed or made by KAMCO hereunder, and all customization's, enhancements and modifications thereof, will not be transferred from KAMCO to the ACP Collaborating Institute on account of use of the same as part of any work under this MoU and shall always remain with KAMCO.

5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.

6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.

7. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the other party's prior written consent as to such release or announcement.

8. This MoU will be amended only with the prior written consent of both the parties.

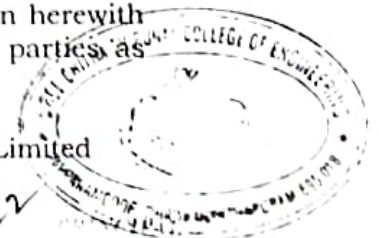
9. This MoU will be effective for three years from 13th April 2022. This MoU can be renewed based on mutual convenience.

10. Governing Law: This MoU shall be governed by the laws of India and the Courts in Ernakulam, Kerala shall have exclusive jurisdiction.

11. Termination: Either party can cancel or terminate this MoU and without assigning any reason, by giving an advance written notice of one month to the other.

12. Notices: All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

To KAMCO : Kerala Agro Machinery Corporation Limited
Regd. Office: Athani - 683 585, Ernakulam Dist.



13.4.22

To the ACP Collaborating Institute : Sree Chitra Thirunal
College of Engineering, Pappanamcode,
Thiruvananthapuram - 695018

or to such other person or addresses as any of the Parties shall have notified in writing to the other.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

13. FORCE MAJEURE:

If either of the two parties is prevented, restricted, delayed or interfered in performing its obligations in the agreement by reason of:

a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;

b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion;

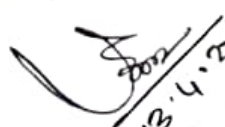
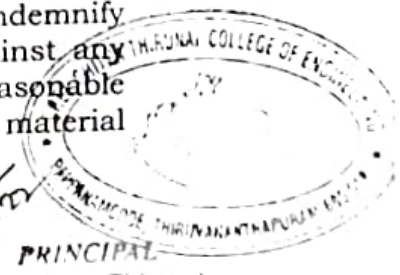
c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations;

d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or

e) Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an Event of Force Majeure, and mentioning details of the circumstances giving rise to the Event of Force Majeure.

14. Indemnity: Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein


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Sree Chitra Thirunal


15. Dispute Resolution. Any dispute or differences that may arise between the parties shall be resolved through arbitration proceedings before a sole arbitrator and the proceedings will be governed by the provisions of Arbitration and Conciliation Act, 1996. The appointment of arbitrator will be through consensus between the parties and if the parties are at variance, the arbitrator has to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any legislative modifications thereof. The Courts at Ernakulam alone will have jurisdiction to entertain any matters arising from the present agreement. The venue for conduct of the arbitration proceedings shall be at Ernakulam.

IN WITNESS WHEREOF THE parties have set their hands hereto on the day and year first herein above written under their respective seal of office.

Authorized
KAMCO Ltd

Signatory

Authorized Signatory - Sree
Chitra Thirunal College of
Engineering

[Handwritten signature]
12.6.22

PRINCIPAL
Sree Chitra Thirunal
College of Engineering
Trivandrum - 18

Witness:

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