



KUMBALATHU SANKUPILLAI MEMORIAL DEVASWOM BOARD COLLEGE

**(Re-accredited with 'A' Grade by NAAC)
SASTHAMCOTTA, KOLLAM District, KERALA**

CRITERION 1

1.3.2.1 MoU





കേരളം KERALA

CM 118239

MEMORANDUM OF UNDERSTANDING (MoU)

MADE BETWEEN

GULATI INSTITUTE OF FINANCE AND TAXATION (GIFT)
THIRUVANANTHAPURAM

AND

KUMBALATHU SANKUPILLAI MEMORIAL DEVASWOM BOARD
(KSMDDB) COLLEGE, SASTHAMCOTTA

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS MADE AT
THIRUVANANTHAPURAM ON THIS 24 JUNE 2020

BETWEEN

Gulati Institute of Finance and Taxation (GIFT) (hereafter referred to the GIFT) campus, Chavadimukku, Sreekariyam P.O. Thiruvananthapuram- 695017, Kerala, India represented by **DIRECTOR** to execute this MoU, of the First part (**FIRST PARTY**)

AND

Kumbalathu Sankupillai Memorial Devaswom Board (KSMDDB) College (*here after referred to as College*) (Government of Kerala aided college) SASTHAMCOTTA represented by **PRINCIPAL** to execute this MoU of the Second part (**SECOND PARTY**)

Director
Gulati Institute of Finance & Taxation
Government of Kerala
Thiruvananthapuram

FIRST PARTY



SECOND PARTY

PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA-686521



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CM 118240

Whereas, the First Party, formerly Centre for Taxation studies (CTS), is an autonomous institution of Government of Kerala affiliated to the Cochin University of Science and Technology for its PhD Program is engaged in teaching, training, consultancy and research on issues related to Public Finance, Taxation, Law, Accounting, Management and Governance

Whereas, GIFT has been offering Post Graduate Diploma in Taxation (PGDT) since 1993 which enabled the Post graduate diploma holders to enroll as Sales Tax/Value Added Tax Practitioners in Kerala. After the introduction of Goods and Services Tax (GST) in India on July 1, 2017, GIFT had recalibrated the existing PGDT programme and announced Post Graduate Diploma in Goods and Services Taxation (PGD-GST) during 2018. The program is designed to cater to the ever-growing demand from trade and industry for competent and skilled GST professionals like tax practitioners, accountants, and legal consultants.

Whereas, PGD-GST course focuses on imparting practical skills through training sessions on all aspects of GST laws, procedures & accounts and enables the participants to acquire professional skills in GST.

Whereas, GIFT has announced its admission for PGD-GST course for the academic year 2020-21 (refer PGD-GST Prospectus 2020 signed by both the parties as the annexure to this MoU)



FIRST PARTY

Director
Gulati Institute of Finance & Taxation
Government of Kerala
Thiruvananthapuram

SECOND PARTY

PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOMBOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA-690521

SUNIL KUMAR
ACTING VENDOR
SASTHAMCOTTA



5328 24/6/2020
KSMDB കോളേജ്
വ. 02/10/2019

Whereas, PGD-GST Course is of one-year duration and will be imparted through training programme of 120 hours covering theoretical and practical aspects of GST which consist of five papers and the medium of instruction and examination will be English. The syllabus of PGD-GST comprises mainly of two components, General Education and Skill, in which 30 per cent consist of General Education and 70 per cent consist Skill based education. The training will be conducted in class room and online mode.

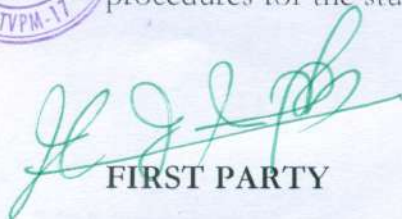
Whereas, the second party has mooted a skill based training initiative of UGC guidelines and wish to sign a MoU with GIFT for the conduct of PGD-GST course at its college.

Whereas, the College agree to all the terms of conditions of the PGD-GST course of GIFT as envisaged in the PGD-GST prospectus 2020 (*here after refereed as Prospectus*) which is annexure and mutually signed by both the parties and has agreed to execute a MoU in this regard

Now this MoU witnesses as follows:

1. **Whereas,** the total fees of the PGD-GST course per student is Rs.20230 out of which a fee concession of Rs.4760 (third instalment fees) as envisaged in the Clause 2.7 of the prospectus 2020 is applicable to the students who joins through the college for the academic year 2020-21.
2. **Whereas,** for complying the formalities of UGC guidelines, if necessary, the college responsibility is to get the approval of PGD-GST syllabus as envisaged in the prospectus 2020 from the academic council of Kerala University and/or NSQF of UGC as the case may be.
3. **Whereas,** the college shall add one or many modules as '*add-on module(s)*' along with the GIFT PGD-GST course syllabus, if needed, for imparting practical/lab based skill trainings on Computer Accounting Packages like Tally etc. For this the college shall hire necessary faculty members and arrange the required computer lab at college at their own cost and effort. For meeting such additional cost, necessary fee can be collected separately from the student by the College.
4. **Whereas,** it is the responsibility of the college to ensure the enrollment of students to this course, remit the required fees to GIFT and comply all the procedures for the students as envisaged in the prospectus.




FIRST PARTY

Director
Gulati Institute of Finance & Taxation
Government of Kerala
Thiruvananthapuram




SECOND PARTY

PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA-690521

5. **Whereas,** GIFT shall admit students, provide necessary study material, conduct training programmes, evaluate the assignment of students, conduct examination, issue training and PGD-GST certificates as per the terms and conditions given in the prospectus.
6. **Whereas,** the college retains the right and responsibility for admission, attendance, infrastructure and all other administrative activities of the conduct of course.
7. **Whereas,** the college shall enroll a minimum of 40 students for the academic year 2020-21 for full faculty support from GIFT (i.e. 120 hours training programme). If in any case less than 40 students enrolled in an academic year 2020-21, then the following slab system shall be adopted
- If students enrolled is less than 20 numbers, then GIFT faculty support shall be for 40 hours and the balance 80 hours the college shall engage faculty members at their own cost*
 - If students enrolled is more than 20 numbers and less than 30 numbers, then GIFT faculty support shall be for 60 hours and the balance 60 hours the college shall engage faculty members at their own cost*
 - If students enrolled is more than 30 numbers and less than 40 numbers, then GIFT faculty support shall be for 90 hours and the balance 30 hours the college shall engage faculty members at their own cost*
 - If students enrolled is 40 numbers or above, then the GIFT faculty support shall be for 120 hours*
8. **Whereas,** for the internship programme for the students of the PGD-GST course, GIFT shall assist the College for identifying the firms/organizations/corporates for carrying out their internship.



9. **Whereas,** for the placement assistance for the successfully passed students of PGD-GST, GIFT shall assist the College in identifying the prospective employers through placement drive.


FIRST PARTY

Director,
Gulati Institute of Finance & Taxation
Government of Kerala
Thiruvananthapuram




SECOND PARTY

PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA-690521

10. Whereas, the period of this MoU is for academic year 2020-21 only and subsequently this MoU can be renewable on yearly basis on mutually accepted terms and conditions.

11. Whereas, in the event of any differences of opinions or violation of terms and conditions between the parties on this MoU such differences/ violations shall be referred to arbitration by any person or entity nominated and appointed by the respective parties. The arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act 1996. The arbitration shall be conducted in the English language and be held in Thiruvananthapuram.

12. Whereas, both the parties shall not be liable if the delay in the discharge of their obligation under this MoU is the result of an event of Force Majeure. If a Force Majeure situation arises, either party shall promptly notify to the other party in writing of such conditions and the cause thereof. Either party reserves the right to terminate this MoU without any additional liabilities, if the Force Majeure period continues for more than 180 days.

13. Whereas, the MoU shall be governed and construed in accordance with the laws of India and the courts of Thiruvananthapuram shall have jurisdiction.

14. IN WITNESS WHEREOF the parties agree that this MoU shall come into force on the date it is executed and the parties agree to be bound by the terms and conditions of this MoU as well as to the PGD_GST prospectus annexure to this MoU and in witness whereof they have signed it through their authorized representative on this 24th day of June 2020.



[Signature]
FIRST PARTY

Director
Gulati Institute of Finance & Taxation
Government of Kerala
Thiruvananthapuram

Witnesses:

1. Dr. N. Ramalingam
Associate Professor, GIFT

2. Dr. Pradeep Kumar K.J.
Assistant Professor.
KSMDB college.



[Signature]
SECOND PARTY

PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA-690521

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE**


**PRINCIPAL
K.S.M.D.B COLLEGE
SASTHAMCOTTA**



enxcl Business Solutions Pvt Ltd

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the **25TH DAY OF – JUNE– 2020** (25/06/2020) by and between

KSMDB COLLEGE, SASTHAMCOTTA, KOLLAM (DIST), KERALA, INDIA **THE FIRST PARTY** represented herein by its Principal, **Dr. K. S. ANILKUMAR** (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).

AND

enxcl Business Solutions Private Limited, TC 55/2443(1), Tattvavamasi, Vivekanadana Nagar, Pappanamcode P.O Thiruvananthapuram Kerala 695018, the Second Party, and represented herein by its **CEO , Santhosh Udayanan** (hereinafter referred to as "Second Party", company 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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **KUMBALATHU SANKUPILLAI MEMORIAL DEVASWOM BOARD COLLEGE (KSMDB COLLEGE)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **enxcl Business Solutions Private Limited**, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of information technology, software development and related fields
- F) **enxcl Business Solutions Private Limited**, the Second Party is promoted by enxcl Group, TC 55/2443(1), Tattvavamasi, ,Vivekanadana Nagar, Pappanamcode P.O Thiruvananthapuram Kerala 695018
- G) enxcl Business solutions cater to education, consulting and training, products and services through its offices at Trivandrum, Cochin and Haripad.



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

CLAUSE 1 CO-OPERATION

Both Parties are united by common interests 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 may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation 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 industry, the Second Party.

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 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.

CLAUSE 2 SCOPE OF THE MoU

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.

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.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies 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 transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party, based on the number of students and the timing of the batches.



Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of **ICT TOOLS development, WEB Designing and software development** .

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.

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.

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the Hands on training in ICT with special attendance on software development

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements drives.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no fixed or periodic financial comm~~on~~ on the part of the KSMDDB College, the Second Party to take up any programme mentioned in the MoU. The commercials for each program, course or event will be discussed and agreed upon between First Party and Second Party in time to time.

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, copy rights and designs) of the other Party.

CLAUSE 4

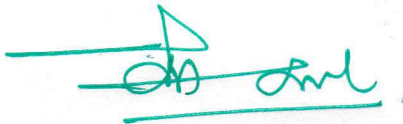
VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **enxcl Business Solutions Pvt Ltd**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **enxcl Business Solutions Pvt Ltd**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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

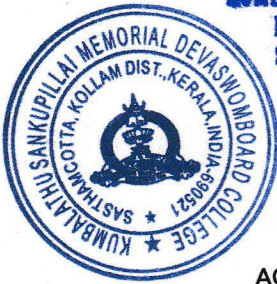


Second Party

PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOMBOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.
KERALA, INDIA - 690521

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 District Head Quarters of the First Party.

This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **KOLLAM**.



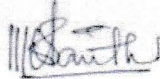
AGREED:

For KSMDB College

For enxcl Business Solutions Pvt Ltd



PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOMBOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA - 690521

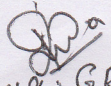


Authorized Signatory



| | |
|---------------------------|--|
| KSMDB College | enxcl Business Solutions Pvt Ltd |
| Sasthamcotta | TC 55/2443(1), Tattvavamasi, Vivekanadana Nagar, Pappanamcode P.O Thiruvananthapuram Kerala 695018 |
| 04762830323 | 94463 70097 |
| dbcsasthamcotta@gmail.com | santhosh.udayanan@enxcl.com |
| ksmdbc.ac.in | www.enxcl.com |

Witness 1

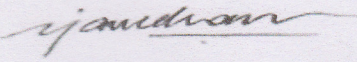

Dr. Remya G. R.

Dr. REMYA G. R.
Assistant Professor of Physics
K.S.M.D.B. College
Sasthamcotta

Witness 2

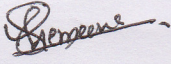
Witness 2

Gopakumar R C
Associate Director, Head - Marketing and Sales
enxcl Business Solutions



Witness 4

Janardhanan S
Director, Chief Delivery Officer
enxcl Business Solutions



Dr. SHEMEENA BASHEER. N
Assistant Professor
Department of Physics
K.S.M.D.B. College, Sasthamcotta



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE**

&

**NETLINKS BUSINESS CONSULTANTS INDIA
(P) LTD.**

FOR

For NETLINKS BUSINESS CONSULTANTS (I) PVT. LTD.




Managing Director

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the **26TH DAY OF –JUNE – 2020 (20/06/2020)**, by and between

KUMBALATHU SANKUPILLAI MEMORIAL DEVASWOM BOARD COLLEGE , SASTHAMCOTTA, KOLLAM (DIST.) , THE FIRST PARTY represented herein by its **Principal, Dr. K. S. Anilkumar** (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).

AND

NETLINKS BUSINESS CONSULTANTS INDIA (P) LTD. THE SECOND PARTY, and represented herein by its Managing Director, **MR. PRAVEENKUMAR K. P. NET LINKS BUSINESS CONSULTANTS INDIA(P) LTD.45/194, FIRST FLOOR, SREYASBUILDING, KAROLLIL LANE, PONNURUNNI, THAMMANAM KOCHI, PIN 682032** (hereinafter referred to as "**Second Party**", company 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') as

WHEREAS:

A) First Party is a Higher Educational Institution named:

(i) **KUMBALATHU SANKUPILLAI MEMORIAL DEVASWOM BOARD COLLEGE (KSMDDB COLLEGE)**

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

C) Both Parties intent to cooperate and focus their efforts on cooperation within area of Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) – **Netlinks business consultants India (p) Ltd.** – , the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of **–ICT Tools development, software development, web designing and related fields**



Thiruvananthapuram Branch offices.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH
IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:**

**CLAUSE 1
CO-OPERATION**

Both Parties are united by common interests 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 may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation 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 industry, the Second Party.

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 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.

**CLAUSE 2
SCOPE OF THE MoU**

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 co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

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.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and visits provided to students and faculty through this association will build



Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of ICT tools development **software development, web designing and related fields- - - .**

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.

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.

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 concerned sector, if available.

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements drives.

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

There is no financial commitment on the part of the KSMDDB College, 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, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period NET LINKS BUSINESS CONSULTANTS INDIA(P) LTD., the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of NET LINKS BUSINESS CONSULTANTS INDIA(P) LTD., the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU


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

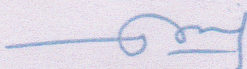


CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

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.

For NETLINKS BUSINESS CONSULTANTS (I) PVT. LTD.


PRINCIPAL
KUMBALATHUSANKUPILLAI MEMORIAL
DEVASWOMBOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA-690521


Managing Director

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 District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of KOLLAM.

AGREED:

For KSMDB COLLEGE

For NET LINKS
BUSINESSCONSULTANTS
INDIA(P) LTD.

For NETLINKS BUSINESS CONSULTANTS (I) PVT. LTD.


PRINCIPAL
KUMBALATHUSANKUPILLAI MEMORIAL
DEVASWOMBOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.,
KERALA, INDIA-690521


Managing Director

Authorized Signatory



| KSMDB COLLEGE | NET LINKS BUSINESS CONSULTANTS INDIA(P) LTD. |
|-----------------------------------|---|
| SASTHAMCOTTA Kollam PIN 690621 | 45/194, FIRST FLOOR, SREYASBUILDING, KAROLLIL LANE, PONNURUNNI, THAMMANAM KOCHI, PIN 682032 |
| 04762830323 | 04842346515 |
| dbcsasthamcotta@gmail.com | praveen@netlinks.co.in |

Witness 1: *BINU JOHN JAMES*

Witness 2: *GINISH M.C*

Witness 3: *Dr. Remya G.R*

Dr. REMYA G. R.
Assistant Professor of Physics
K.S.M.D.B. College
Sasthamcotta



Witness 4: *Shemeena*

Dr. SHEMEENA BASHEER. N
Assistant Professor
Department of Physics
K.S.M.D.B. College, Sasthamcotta



**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN

**KUMBALATHU SANKUPILLAI
MEMORIAL DEVASWOM BOARD
COLLEGE**

&

REAL DIYA FOODS

FOR

**SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, PLACEMENT, R&D SERVICES AND
RELATED SERVICES**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 27th DAY OF – JUNE – 2020 (27/06/2020) by and between

KSMDB COLLEGE, SASTHAMCOTTA, KOLLAM (DIST), KERALA , INDIA, THE

FIRST PARTY represented herein by its Principal, Dr. K. S. ANILKUMAR (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).

AND

REAL DIYA FOODS

REAL DIYA FOODS, Payikkuzhy, Oachira, Kollam District, Kerala 680526, the Second Party, and represented herein by its Proprietor, Shamna S. (hereinafter referred to as "Second Party", company 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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **KUMBALATHU SANKUNILAL MEMORIAL DEVASWOM BOARD COLLEGE (KSMDB COLLEGE)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Real Diya Foods, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of bakery and confectionery technology, and technology of cereals and pulses and waste management.

- F) Real Diya Foods, the Second Party is promoted by REAL DIYA FOODS, Payikkuzhy, Oachira, Kollam District, Kerala 680526.
- G) Real Diya Foods cater to education, consulting and training, products and services through its office at Payikkuzhy.

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

CLAUSE

1 CO-OPERATION

Both Parties are united by common interests 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 may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation 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 industry, the Second Party.

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 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.



CLAUSE

2 SCOPE OF THE MoU

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.

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.

Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies 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 transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party, based on the number of students and the timing of the batches.

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of bakery and confectioneries technology and cereals and pulses processing.

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.

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.

Faculty Development Programs: Second Party to train the Faculties of First Party by imparting training as per the industrial requirement considering the Hands on training in ICT with special attendance on software development

Placement of Trained Students: Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements drives.



Both Parties, to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

There is no fixed or periodic financial commitment on the part of the **KSMDB College**, the Second Party to take up any programme mentioned in the MoU. The commercials for each program, course or event will be discussed and agreed upon between First Party and Second Party in time to time.

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, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Real Diya Foods**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Real Diya Foods**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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 stand credit on behalf of the other Party.

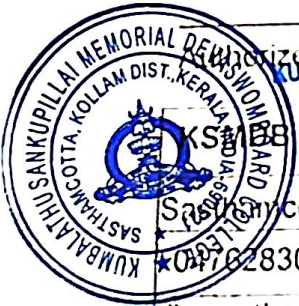


Principal
Kumbalathil Sankupillai Memorial
Devaswom Board College
Sasthamcotta, Kollam Dist.
Kerala, India - 690521

any divergence or difference derived from the interpretation or application of this MOU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of KOLLAM.

AGREED:

For KSMDB College



Principal
Kumbalathil Sankupillai Memorial
Devaswom Board College
Sasthamcotta, Kollam Dist.
Kerala, India - 690521

Sasthamcotta
+91 9847153440, 8593838353

dbcsasthamcotta@gmail.com

For Real Diya Foods

REAL DIYA FOODS

Authorized Signatory
Payikkuzhy, Oachira
Mob: 8593838353

Real Diya Foods

Payikkuzhy, Oachira, Kollam District, Kerala 680526

+91 9847153440, 8593838353

realdiyakylm@gmail.com

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE**

&

AMBADIYIL HIGH TECH DAIRY FARM

FOR



**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATEDSERVICES**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 27TH DAY OF – JUNE – 2020 (27/06/2020) by and between

KSMDBC COLLEGE, SASTHAMCOTTA, KOLLAM (DIST), KERALA, INDIA, THE FIRST PARTY represented herein by its Principal, **Dr. K. S. ANILKUMAR** (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).

AND

AMBADIYIL HIGH TECH DAIRY FARM, Nannadu, Thiruvananthapuram P.O, Chengannur, Kerala 689106, the Second Party, and represented herein by its Proprietor, **Anil Kumar T. V.** (hereinafter referred to as "Second Party", company 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') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **KUMBALATHU SANKUPILLAI MEMORIAL DEVASWOM BOARD COLLEGE (KSMDBC COLLEGE)**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Ambadiyil High Tech Dairy Farm**, the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of chemical free milk and farm fresh premium dairy products and related fields
- F) **Ambadiyil High Tech Dairy Farm**, the Second Party is promoted by **Ambadiyil High Tech Dairy Farm, Nannadu, Thiruvananthapuram P.O, Chengannur, Kerala 689106.**
- G) **Ambadiyil High Tech Dairy Farm** ex- Business solutions cater to education, consulting and training, products and services through its office at Thiruvananthapuram.

CLAUSE 1 CO-OPERATION

Both Parties are united by common interests 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 may be relevant to secure additional opportunities for one another.

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CLAUSE 2 SCOPE OF THE MoU

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Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Innovative value added Dairy products, Dairy technology and Processing.

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.

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.

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for each program, course or event will be discussed and agreed upon between First Party and Second Party in time to time.



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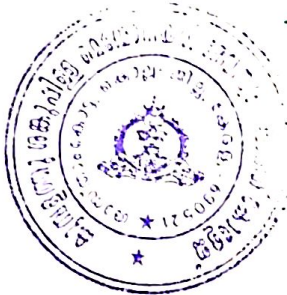
CLAUSE 4

VALIDITY

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RELATIONSHIP BETWEEN THE PARTIES

5.1 It is hereby 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

PRINCIPAL
KUMBALATHU SANKUPILLAI MEMORIAL
DEVASWOM BOARD COLLEGE
SASTHAMCOTTA, KOLLAM DIST.
KERALA, INDIA - 690521

This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **KOLLAM**.

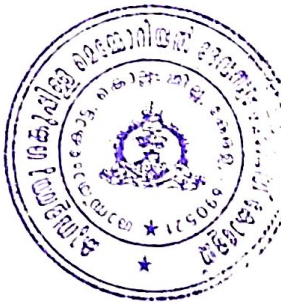
AGREED:

For KSMDB College

For Ambadiyil High Tech Dairy Farm

Authorized Signatory

Authorized Signatory



| | |
|---------------------------|---|
| KSMDB College | Ambadiyil High Tech Dairy Farm |
| Sasthamcotta | Nannadu, Thiruvannandoor P.O., Chengannur Kerala 689106 |
| 04762830323 | +91 9847153440 |
| dbcsasthamcotta@gmail.com | ambadiyildairyfarm@gmail.com |
| ksmdbc.ac.in | www.ambadiyildairyfarm.com |

Witness 1

Witness 2

Witness 3

Witness 4