



( Approved by AICTE, Affiliated to MGU / APJ Abdul Kalam Technological University, NAAC Accredited & ISO Certified Institution )

event of Termination, both parties have to discharge their obligations

**CLAUSE 4**

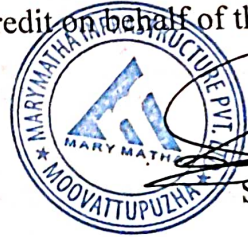
**RELATIONSHIP BETWEEN THE PARTIES**

❖ It is expressly agreed that First Party and Second Party are acting under this MOU as independent entities, 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

**Mangalam College of Engineering**

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 Name of City.

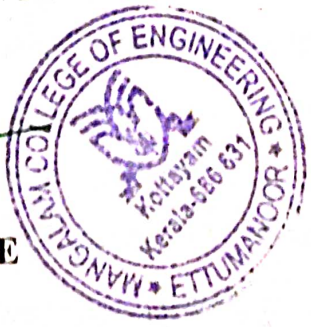


Second Party

**Marymatha Infrastructure Pvt. Ltd.**

For & on behalf of MANGALAM  
COLLEGE OF ENGINEERING

**Dr.A.V.Thomas**  
**Director MLMCE**



on behalf of **Marymatha Infrastructure**  
**Pvt. Ltd**

For MARYMATHA INFRASTRUCTURE PRIVATE LIMITED

**Mr.Sabu Cherian**  
**Managing Director**  
**Marymatha Infrastructure Pvt. Ltd**





( Approved by AICTE, Affiliated to MGU / APJ Abdul Kalam Technological University, NAAC Accredited & ISO Certified Institution )

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into this on 25-08-2021), by and between

**Mangalam College of Engineering, Mangalam Hills, Vettimukal, Ettumanoor, Kerala, the FIRST PARTY** represented herein by its Director, **Dr. A.V.Thomas**, Mangalam College of Engineering (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).

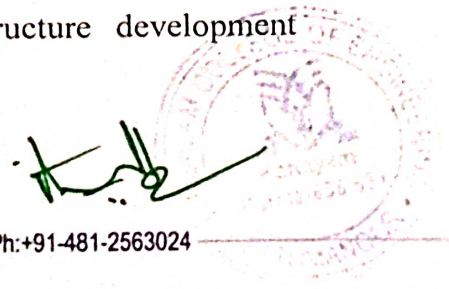
AND

**Marymatha Infrastructure Pvt.Ltd, No 17/180 Arakuzha Road, Muvaatupuzha, Ernakulam - 686661 the SECOND PARTY**, and represented herein by its Managing Director, **Mr.Sabu Cherian** (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:

- First Party is a Higher Educational Institution named: **Mangalam College of Engineering**
- 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.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- Marymatha Infrastructure Pvt.Ltd.** the Second Party is a private limited company registered under Registrar of companies, providing infrastructure development







(Approved by AICTE, Affiliated to MGU / APJ Abdul Kalam Technological University, NAAC Accredited & ISO Certified Institution)

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 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 as may be required to give effect to the actions contemplated in terms of this MOU.

#### 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.
- ❖ The second party will provide technical assistance in execution of student's project as part of their curriculum.
- ❖ Both Parties to obtain all internal approvals, consents and permissions of whatsoever nature required for offering the Programmes on the terms specified herein
- ❖ There is no financial commitment on the part of the **Mangalam College of Engineering**, the First Party to take up any programme mentioned in the MOU. If there is any financial consideration, it will be dealt separately.

#### CLAUSE 3

##### VALIDITY

- ❖ This Agreement will be valid for Three years from the date of execution of this MOU or until it is expressly terminated by either Party on mutually agreed terms.

Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**ADFOLKS ACCELERATE DIGITAL**

**AND**

**DEPARTMENT OF ELECTRONICS & COMMUNICATION ENGINEERING  
,MANGALAM COLLEGE OF ENGINEERING**

**22.11.2021**



**This Memorandum of understanding (MoU) is made on 07.10.2018, at Mangalam Hills.**

**BY AND BETWEEN**

**ADFOLKS ACCELERATE DIGITAL**, is a full-spectrum cloud consulting partner, specializing in Microsoft Azure. Adfolks was established as a Cloud Services Team to help businesses migrate and adopt cloud technologies, the First Party

**AND**

Department of Electronics & Communication Engineering, Mangalam college of engineering is an institution, with headquarters at Mangalam Hills, vettimukal P.O, Ettumanoor, affiliated on 2002 to the University of KTU, the Second Party

**PREAMBLE**

Whereas both the Parties have under this MoU agreed to collaborate with each other or jointly collaborate for improving learning atmosphere for students belongs to the Department of Electronics & Communication Engineering, Mangalam college of engineering, assisting and supporting the students to do various trainings & internships and whereasthe following has been agreed to between the Parties to this effect:

**ADFOLKS ACCELERATE DIGITAL**

**OBLIGATION:**

1. We, ADFOLKS Accelerate Digital, comes up with the training & internship opportunities to the students of Department of Electronics & Communication, Mangalam college of engineering to enhance the student trainings at no cost.
2. Each party agrees that it ,shall not at any time ,after executing the activities of this MOU ,disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

**Department of Electronics & Communication, Mangalam college of engineering**  
**OBLIGATION:**

1. Department of Electronics & Communication Engineering, Mangalam college of engineering shall provide Adfolks Accelerate Digital, the contact of its authorized representative who shall serve as point/s of contact with Adfolks Accelerate Digital.
2. Department of Electronics & Communication Engineering, Mangalam college of engineering shall take all steps necessary to communicate to the students about the Services subscribed under this Agreement.

**MISCELLANEOUS PROVISIONS:**

1. The Memorandum of understanding (MoU) as outlined in this document is not intended to be a legally binding document. Rather, it is meant to describe the nature and cooperative intentions of Adfolks Accelerate Digital and Department of Electronics & Communication Engineering, Mangalam College of Engineering to suggest guidelines for cooperation. Nothing, therefore, shall diminish the full autonomy of either party, nor any constraints be imposed by either party upon the each other, and nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties.
2. The use of the name, logo and/or official emblem of any of the parties on any publication, document and/or paper is allowed only, after seeking explicit prior permission in writing by either party.
3. The Memorandum of understanding or any part thereof may be amended at any time during its tenure only by consent in writing of the parties.
4. The Memorandum of understanding is not intended to create any legal relation of the members amongst the parties.
5. This Memorandum of Understanding shall remain valid for a period of three year from the date of its signing, and can be extended on mutual terms and conditions.
6. Through this Memorandum of Understanding ADFOLKS Accelerate Digital and Department of Electronics & Communication, Mangalam college of engineering affirm their commitment to fulfill and achieve the objectives mutually agreed upon in this Memorandum of understanding.

IN WITNESS WHEREOF, the parties hereto have executed this MoU in their corporate names by their respective officers duly authorized, on the respective dates hereinafter mentioned.



For ADFOLKS ACCELERATE DIGITAL

For DEC, Mangalam College of Engineering



Name: Mr. ARUN MOHAN

Title: CEO

Dated: 22.11.2021

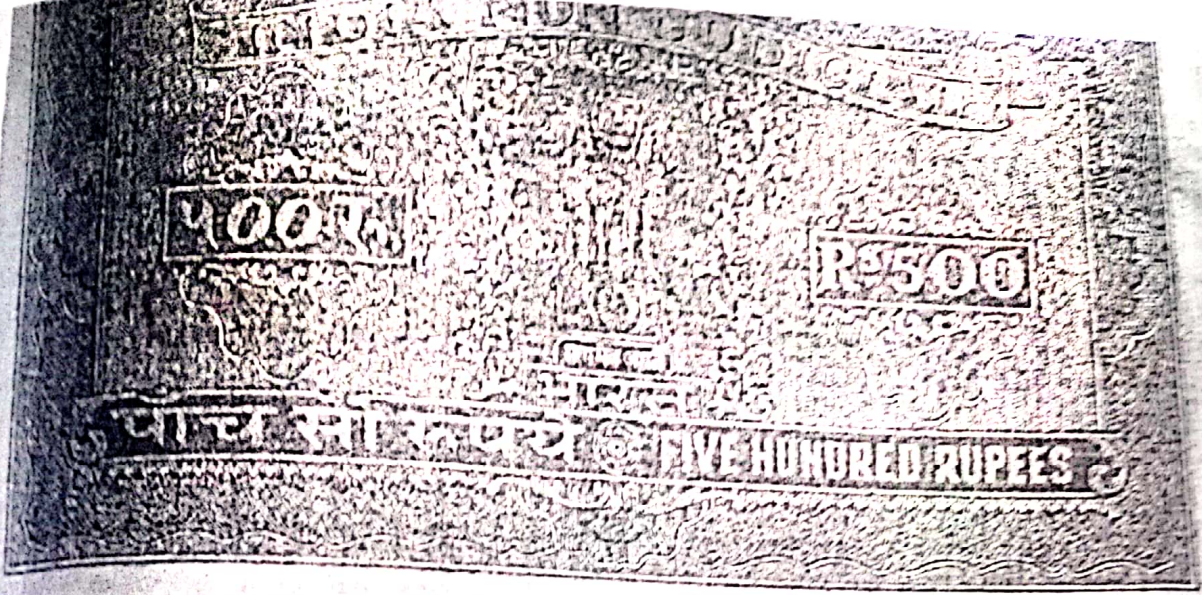


Name: Dr. ABRAHAM C G

Title: HOD, ECE

Dated: 22.11.2021





This Memorandum of Understanding (MoU) made and entered into on <sup>28/11/18</sup> 03/12/2018 December, 2018.

Between

M/s Kerala State Information Technology Infrastructure Limited (hereinafter referred to as KSIITIL), having its registered office at TC No. 14/196/2, 3rd Floor, Chandrasekharan Nair Stadium, Palayam, Trivandrum - 695033, registered under the Companies Act 1956/2013 represented by Dr. C Jayasankar Prasad, Managing Director aged on the first part.

And

Mangalam College of Engineering affiliated to APJ Abdul Kalam Technological University and approved by AICTE, an institution complying with the Eligibility Criteria mandated by Government of Kerala for Engineering Colleges/Institutions in the state of Kerala, in order to become member of SDPK Project (The eligibility criteria is placed as Appendix I) and decided by the Oversight Committee of SDPK (hereinafter called "COLLEGE/INSTITUTION" which expression shall include its successors and permitted assignees) with its registered office at Mangalam Building, S. H. Mount, P.O, Kullayam - 686 006 represented by Dr. J.M.Mathana, Principal on the second part.

Signature of First Part



Signature of Second Part  
Dr. J.M. MATHANA, P.O.  
PRINCIPAL

ETTUMANOOR YENCOR  
R. VENUGOPAL  
No. 6880193



Dr. C. Jayasankar Prasad  
28/11/18  
Principal  
Mangalam College of Engineering, Ettumanoor



## OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

WHEREAS, GOK is investing in Technology enabled, Industry supported Skills Delivery Platform Kerala (SDPK) that will have the reach and quality to the engineering students in Kerala. Through the platform, targeted long-term skills programmes that are Industry relevant and high quality is to be delivered to the Engineering College/Institutions in the state.

WHEREAS, KSITIL, acting as the Special Purpose Vehicle (SPV) of Government of Kerala in SDPK project, vide, G.O.(Rt) No. 05/2017/IID dated 11/01/2017 for the implementation of the Telepresence Infrastructure in the College/Institutions, attempt to bridge the employability gaps and to produce skilled workforce for the growing needs of industry.

### 1. SCOPE

Under this MOU, KSITIL provides the Telepresence Infrastructure for setting up Hi-tech class rooms in the participating College/Institutions upon mutually agreed terms and conditions.

IT Assets which form part of this agreement which KSITIL provides to the eligible are placed as Appendix-II

### 2. ROLES AND RESPONSIBILITIES

#### 2.1 COLLEGE/INSTITUTION

a. To comply and continuously strive to comply with the Eligibility Criteria to become and continue as member of SDPK program.

b. To complete, convince and submit a detailed report and declaration with relevant documents evidencing the following:

1) Space allocated for the classroom as per the mandate/handing over document. (Seating Capacity - 60)

PRINCIPAL  
MANGALAM COLLEGE OF ENGINEERING

Signature of First Part



Signature of Second Part

DR. M. MATHANAME, F.A.B.



- ii) Uninterrupted power supply with UPS Back up, a/c, lighting etc.
- iii) Security to ensure safe keeping of implemented equipment (cc camera or access card system to ensure only authorized access)
- iv) Any other accessories required to support the installation of Tele-presence Classroom
- v) The participating College/Institutions should ensure that they provide at least one batch (60 students) towards each of the skill programme that would be run through SDPK platform from time to time.
- vi) The participating College/Institutions should be willing to provide 3-4 teachers as tutors for various skills programme that would be delivered through the platform.
- vii) The installed devices shall be the property of Govt. and the upkeep of the installed equipment is the responsibility of participating institutes. While the selected vendor for the project will fulfil the on-going regular maintenance of the equipment, any damage due to mishandling of equipment should be rectified by the College/Institutions at their own cost.

c. To designate an Institutional Nodal Officer (INO) who will have responsibility for coordination and implementation of this MOU;

**KSITIL**

- a. To provide and install the necessary IT Infrastructure in eligible College/Institutions after evaluating whether the College/Institution comply with the eligibility criteria.
- b. To ensure confidentiality and secure custody of all data collected from College/Institution
- c. To designate a Coordinator (Nodal Officer, who will have responsibility for coordination and implementation of the terms of this MOU.
- d. College/Institution in operation (if within 5 years it is closed), the equipment to be transferred to KSITIL in normal working condition.

Signature of First Part



*[Handwritten Signature]*  
Signature of Second Part

Dr. J. MATHANABALI, P.H.D.  
PRINCIPAL

PRINCIPAL  
MANGALAM COLLEGE OF ENGINEERING  
Ettimadai

MANGALAM COLLEGE OF ENGINEERING  
Ettimadai



### 3. DURATION

The agreement remains in full force till the time the IT Infrastructure facilities are used by the College/Institutions. Shifting of assets to other premises or any other acts mentioned in Clause 6 & 7 below shall not make any clauses of this agreement invalid.

### 4. CONFIDENTIALITY

- a. During and for a period of one year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed, confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,
  - is independently developed by the receiving party; or
  - Is required to be disclosed by law or court order.
- c. During the term of the MoU and thereafter for a reasonable period, all the parties here to undertake on behalf of their respective subcontractors/employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof of all the information and data exchanged/generated pertaining to work/activity under this MoU for any purpose other than that specified in this MoU.
- d. The member institutes cannot use Government logo for displaying in their website. The IT Infrastructure setup by the Government shall not make member institutions eligible to claim that they are related to the Government in any manner.
- e. The confidentiality obligation under this clause shall survive for a period of 3 years post termination or expiration of this Agreement.

Signature of First Part



PRINCIPAL  
MANGALAM COLLEGE OF ENGINEERING  
Ettimadai

Signature of Second Part  
Dr. J.M. NATHANAME, Ph.D.  
PRINCIPAL

MANGALAM COLLEGE OF ENGINEERING  
Vetturudi P.O., Ettimadai, Kanyakumari  
Tamil Nadu - 625 031



5. EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a similar agreement for Skills Enhancement, the member institutions shall not use the facilities setup by the Government for conducting such programs.

6. LOCATION, USE AND MAINTENANCE OF IT ASSETS

College/Institution shall not remove or relocate the IT Assets provided by KSITIL without the prior consent. KSITIL or any other person or entity who is nominated to do so, shall be entitled to access and inspect the premises at any time during working hours with or without prior intimation. College/Institutions at its own expense shall provide all necessary maintenance and keep the assets in good condition as that in which it was received.

The IT Assets provided shall be used exclusively for running SDPK programs or other programs approved by Govt. of Kerala and in the event of any deviation from the usage guidelines by College/Institutions, KSITIL can with or without notice initiate legal action against the College/Institutions, including, but not limited to revenue recovery of assets. The usage guidelines are attached as Appendix III.

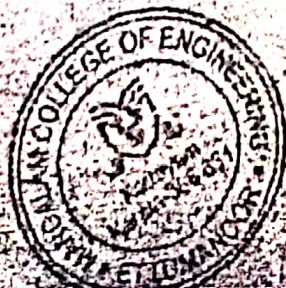
College/Institutions agrees to use, operate, repair and maintain the IT Assets in compliance with the applicable laws, regulations, including without limited to all safety laws, Information Technology Laws, industry codes, academic standards framed by the University, government regulations and all specifications and operating and maintenance manuals.

PRINCIPAL  
MANGALAM COLLEGE OF ENGINEERING  
ETIMBETTA

RISK OF LOSS, INSURANCE AND WARRANTY

College/Institutions shall assume all risk of damage or loss with respect to the IT Assets provided. College/Institutions shall bear the cost of any loss inturred to

Signature of First-Part



Signature of Second Part  
DR. M. N. S. P. I. P. I. D.  
PRINCIPAL

MANGALAM COLLEGE OF ENGINEERING  
Etimberta P.O. Etimberta, Mangalapuram  
Kerala - 686 031



the IT Assets during the term the assets are in its possession. KSITIL shall keep the IT Assets insured with a policy equivalent to the full replacement value of the IT Assets. College/Institutions shall report all incidents of damage or loss, with respect to the IT Assets within 10 days to KSITIL.

Any damages to the IT Assets installed at College/Institution premises shall be rectified by the College/Institutions. KSITIL is not liable to do the same and the company shall not issue any warranty or guarantee with respect to the assets installed. College/Institutions may avail the Manufacturer or Supplier Warranty for making good the damages.

## 8. IDENTIFICATION

College/Institutions shall not sell, sublease, mortgage, pledge, encumber, remove or otherwise dispose of the IT Assets in any manner. Any such act shall entitle KSITIL to confiscate the IT Assets and claim for damages and other legal remedies.

## 9. OTHER TERMS

- a. The parties hereto agree to enter into this MoU on a principle-to-principle basis and none of the parties shall do or cause to be done anything derogatory to the reputation of the other;
- b. None of the parties will be held responsible for non-fulfillment of their respective obligations under this MoU due to work/ activity under this MoU for any purpose other than in accordance with this MoU.
- c. This agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings with respect to its subject matter. This agreement may not be modified except in writing signed by duly authorized representatives of both parties.

Principal  
MANGALAM COLLEGE OF ENGINEERING  
Ettimamangudi

## 10. SEVERABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining

Signature of First Part



Signature of Second Part

DR. J. MATHURAJAM, P.H.D.  
Principal

MANGALAM COLLEGE OF ENGINEERING  
Ettimamangudi



provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid or unenforceable provision comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

## 11. AMENDMENT OR TERMINATION

This MOU may be amended or terminated by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the Confidentiality clause or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

Any such termination shall not affect the smooth course completion of the existing batch of students and upon serving of notice of termination by any of the parties. Upon serving of notice of termination, none of the parties herein shall be under any obligation to meet with any further expenses of the proposed KSITIL apart from the ones required for the smooth course completion of the existing batch. When the College/Institution terminates the agreement, KSITIL is entitled to claim damages with respect to the installation and other costs incurred during the period on the IT Assets with interest and confiscate the assets. If the assets are found in a condition which is not identical to that at the time of installation, KSITIL shall have the right to claim damages for the same as well.

## 2. FORCE MAJEURE

If the performance of any obligations by any party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance relates to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed

Signature of First Part



Signature of Second Part

Dr. J. MATHANAMO, PhD

FRM

MANGALAM COLLEGE OF ENGINEERING  
Vellur, P.O. Elurupatti, Kovilpatti  
Tamil Nadu - 626 001



the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, revolution, blockage or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

### 13. SETTLEMENT OF DISPUTE AND JURISDICTION

(i). If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, the Parties shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.

(ii). All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled as per the provisions of clause 15.1, shall be referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

### 14. NOTICES & COMMUNICATION

All notices and other communications required to be served on each of the parties under the terms of this MoU, shall be considered to be duly served if the same shall have been delivered to by hand and properly acknowledged by the respective part/ parties, posted by registered mail or sent by any accredited Courier Service to the respective part/parties at its last known/ officially disclosed address of business.

Any Communication shall be addressed to the following by either party:

Signature of First Part



PRINCIPAL  
MANGALAM COLLEGE OF ENGINEERING  
Ettimanoor

Signature of Second Part

Dr. J. MATHANAME, PH.D.  
PRINCIPAL  
MANGALAM COLLEGE OF ENGINEERING  
Vennimala P.O., Ettimanoor, Kollam



KSITIL

Attention: Mr. Mahesh Vijayan/  
Mr. Sreejith Sasidharan

Address: Kerala State IT Infrastructure  
Limited,

TC No. 14/196/2, 3rd Floor,  
Chandrasekharan Nair Stadium,  
Falayam, Travandrum - 695033.

Email: mahesh@ksitil.org/sreejith@ksitil.org

Tel No: 0471-2303706

College/Institution

Attention: Dr.J.M.Mathana,  
Principal

Address: Mangalam College of Engineering  
Mangalam Campus, Ettumanoor,  
Kottayam - 686 631

Email: principal@mangalam.in

Tel No.: +91 9446532400

### 15. RELATIONSHIP

It is hereby understood and agreed that this Agreement is on a Principal to Principal basis and neither Party shall describe itself as an agent, partner, joint-venture partner, employee, or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to any third party or enter into contracts on behalf of the other Party.

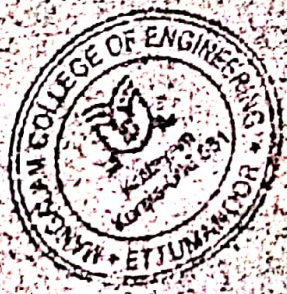
### 16. ASSIGNMENT

KSITIL has the authority to engage any third parties, not limited to subcontractors, for the effective implementation or setup of the IT Assets which forms part of this agreement in the College/Institution premises.

Other responsibilities which come under this agreement shall not be assigned by either party to any other person or entity without the written consent of the other party. Being a Government initiative, the concurrence of Government of Kerala may also be required in certain incidents, which are to be discussed and settled on a case to case basis with reference to the Government rules, notifications and regulations.

Handwritten signature and stamp of the Principal.

Signature of First Part



Signature of Second Part

Dr. J. M. MATHANA, P.D.  
PRINCIPAL

Mangalam College of Engineering  
Mangalam Campus, Ettumanoor,  
Kottayam - 686 631



26. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

27. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

In WITNESS WHEREOF, the parties hereto have executed this MOU on this 03<sup>rd</sup> December, 2018.

Signature of KSITIL :

\_\_\_\_\_

In the presence of :

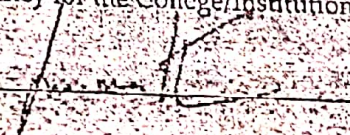
\_\_\_\_\_

Signature of Witness :

\_\_\_\_\_

SIGNED SEALED AND DELIVERED BY Dr. J.M. Mathan represented by Mangalam College of Engineering the duly constituted attorney for the College/Institution.

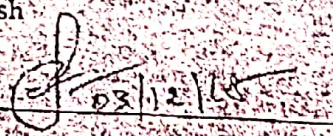
Signature of Principal :



In the presence of :

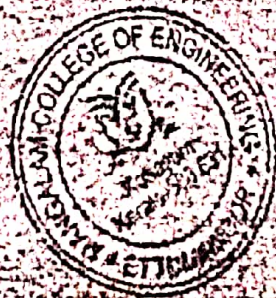
Dr. T.D. Subash

Signature of Witness :





Signature of First Part



Signature of Second Part

Dr. J.M. MATHAN, PRINCIPAL

MANGALAM COLLEGE OF ENGINEERING  
Vellimozhil, G.P.O. Mangalam,  
Kerala - 686 031



# **Memorandum of Understanding**

**Between**

**Department Of Electronics and Communication Engineering,**

**Mangalam College of Engineering**

**And**

**Technovia Info Solutions Pvt Ltd.**



**Memorandum of Understanding Between  
Department of Electronics and Communication Engineering,  
Mangalam College of Engineering  
and  
Technovia Info Solutions Pvt Ltd.**

**1. Preamble**

WHEREAS, Department of Electronics and Communication Engineering, Mangalam College of Engineering (hereinafter referred to as DECE), with headquarters at Mangalam hills, Ettumanoor, Kottayam 686631, Kerala, India;

WHEREAS, Technovia Info Solutions Pvt Ltd. (hereinafter referred to as Technovia) with administrative office at 5<sup>th</sup> Floor, Pathicheril Enclave, Opp Metro Pillar No.328, Changampuzha Nagar P.O, South Kalamassery, Kochin, Kerala-, India;

Now therefore, DECE and Technovia have agreed to the following:

**2. Objective**

The objective of this MOU is to enter into an agreement on the technology transfer and its adoption in the newer generation of engineers in the area of Software to improve the overall employability of students of DECE and industry ready skilled engineers for Technovia.

Specific activities under this MOU will be arrived through frequent interactions between the two parties. Technovia agrees to provide knowledge transfer to assist DECE in skilling its students on new technologies in the field of Embedded System. DECE agrees to inform and educate its students on the current knowledge transfer being provided by Technovia and assist Technovia in providing training to the students of DECE

**3. General Terms of MOU**

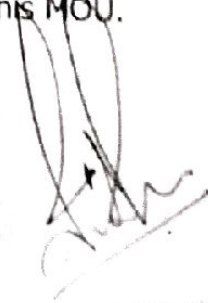
**3.1 Duration of MOU:** This MOU shall be operational upon signing and will have an initial duration of two year. All activities conducted before this date within the vision of the joint collaboration will be deemed to fall under this MOU.

**TECHNOVIA INFO SOLUTIONS PVT LTD**

6<sup>th</sup> Floor, RBS, Rajagiri Valley, Kakkanad, Kochi - 682039

contactus@technovia.co.in | www.technovia.co.in

0484 4051743 | +91 9048588777





**3.2 Coordination:** In order to carry out and fulfil the aims of this agreement, each party will appoint an appropriate person(s) to represent its organization and to coordinate the implementation of activities.

**3.3 Technical Support:** Addendums to this MOU can be developed for specific technical support activities. Work plans and reporting requirements will be clearly outlined in the Addendums.

**3.4 Confidentiality:** Each party agrees that it shall not, at any time, after executing the activities of this MOU, disclose any information in relation to these activities or the affairs of business or method of carrying on the business of the other without consent of both parties.

**3.5 Termination of MOU:** The partnership covered by this MOU shall terminate upon completion of the agreed upon period. The agreement may also be terminated with a written one month notice from either side. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect.

The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 10th day of October 2021

C.E.O  
Technovia Info Solutions  
Signature and date:



H.O.D  
DECE  
Signature and date:

A handwritten signature in black ink, written over a horizontal line.



UNIVERSITATEA „AUREL VLAICU”  
ARAD  
REGISTRATURĂ  
Nr. 3352 dir. 06.05.2022



“Aurel Vlaicu”  
University of Arad



**MEMORANDUM OF UNDERSTANDING**

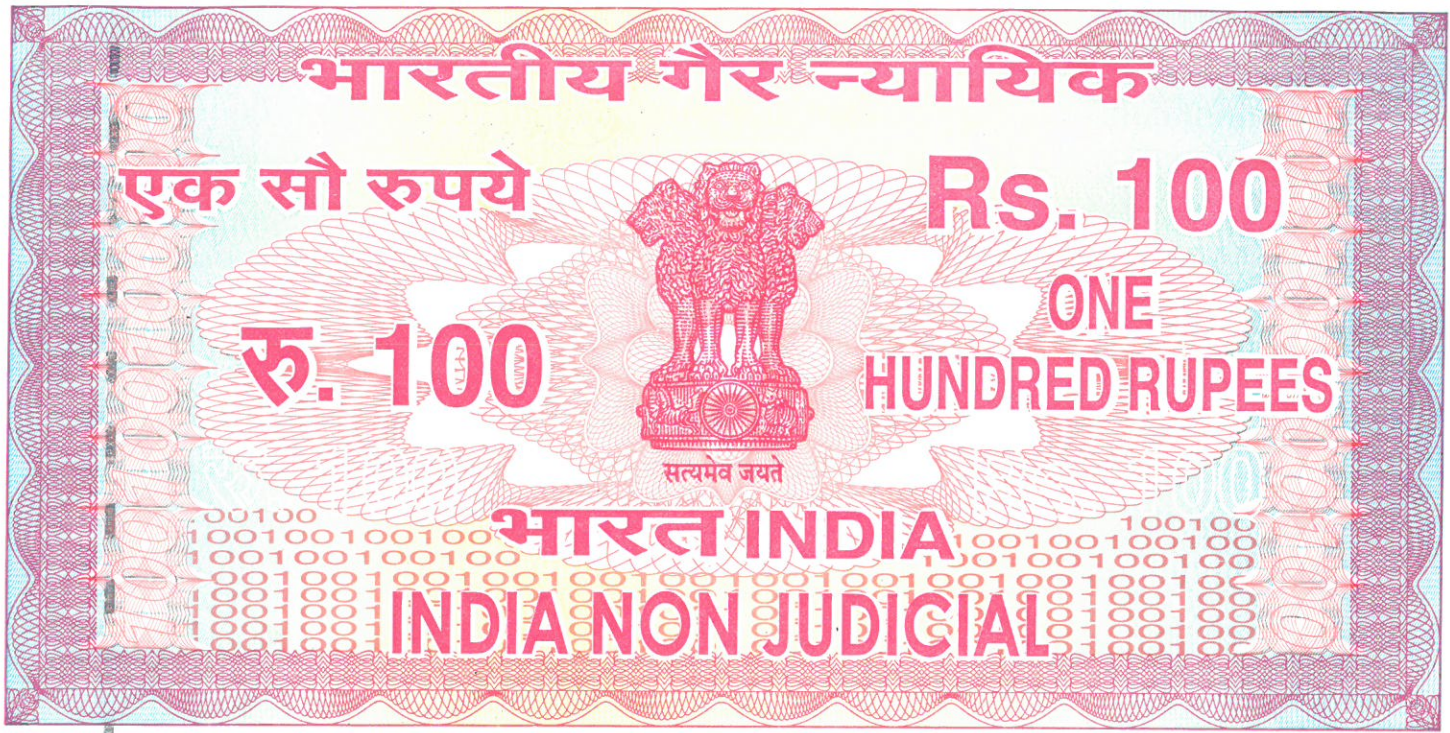
**BETWEEN**

**“AUREL VLAICU” UNIVERSITY OF ARAD**

**AND**

**MANAGALAM COLLEGE OF ENGINEERING, KOTTAYAM, INDIA**





കേരളം കേരल KERALA

DC 074409

"AUREL VLAICU" UNIVERSITY OF ARAD, ROMANIA, hereinafter referred to as AVU, with a registered address at 77 Revoluției Blvd, 310130, Arad, Romania, represented by its Rector, Professor Dr Ramona Lile, Ph. D. and Director, Department of International Relations, Professor Dr Valentina E. Balas,

and

MANGALAM COLLEGE OF ENGINEERING hereinafter referred to as MANGALAM with a registered address at *Ettumanoor* in Kottayam (city), India (country) represented by its Chairman, Dr. Biju Varghese and Principal of Mangalam College of Engineering, Dr Vinodh P Vijayan, Professor and Head of the Department of ECE, Dr Abraham C G, MoU Representative of Mangalam College of Engineering, Dr Radeep Krishna R, agree to this Memorandum of Understanding.

AVU and MANGALAM are referred to collectively as "Parties" or individually as "Party".

The Memorandum of Understanding (MOU) establishes the following:



No: 10179 Rs-100/-

18/10/2021

Mangalam Education Society

RAMACHANDRAN NAIK  
STAMP VENDOR  
ETTUMANOOR  
18/10/2021



## **1st Article**

### **Purpose**

The purpose of this MOU is to establish a mutually beneficial relationship built on academic, scientific and cultural cooperation as well as to define the areas for fundamental, academic research in which the Parties desire to work together in the future for their mutual benefit to foster a collaborative framework with a view to benefiting from each other's initiatives and working procedures.

Areas of cooperation between AVU and MANGALAM include the exchange of faculty professors, researchers, students, publications, academic programs and research projects.

## **2<sup>nd</sup> Article**

### **Scope**

The Parties agree to provide opportunity, as appropriate, for the following activities towards the completion of the objective hereof.

1. Exchange of faculty members and/or researchers with the objective of offering courses and realizing research projects in areas mutually agreed upon by both universities in accordance with the procedures and expectations established by each university and specific department.
2. Support reciprocity in university extension activities of common interest.
3. Exchange of books, scientific publications, study programs, academic projects, course information, seminars, conferences and any other data and information of common interest.
4. Develop joint research projects and joint publications.
5. All joint activities are realized through the mutual agreement and clearly established conditions and mutual obligations of the appropriate university entity.



### **3<sup>rd</sup> Article**

#### **Implementation of the MOU**

- 1 – The implementation of this MOU is defined according to every particular case, either by the signing of Specific Cooperation Agreements or by the simple correspondence between the representatives of the Parties.
- 2 – The Rector of AVU and the Chairman of MANGALAM can, whenever they wish, nominate representatives and give them powers to sign and execute the Agreements concluded under this MOU.
- 3 – These agreements take into account the specificities of each action to be taken, in particular regarding the objectives to be defined, the methodologies to be applied, the means to be provided and the financial resources involved.

### **4<sup>th</sup> Article**

#### **Obligations of the Parties**

In order to establish the intended cooperation correctly, the Party undertakes, after prior consultation, to make available to the other Party the necessary means to implement the agreed measures in compliance with the rules between the Parties and without any prejudice to the normal implementation hereof.

### **5<sup>th</sup> Article**

#### **Publications**

All publications resulting from actions taken under this MOU are properly referenced with regard to its authorship and participating institutions.

### **6<sup>th</sup> Article**

#### **Duration**

- 1 – This MOU comes into force upon its signature, is valid for an indeterminate period of time and may be reviewed at any time.
- 2 – This MOU may be cancelled at any time, by agreement of the Parties, or terminated by either Party, by registered letter sent to the other Party with at least 30 days in advance.
- 3 - In case of cancellation or termination hereof, the Parties are bound to fulfill the obligations under the related agreements.



## 7th Article

### Litigation

The Parties undertake to solve any doubts, omissions or difficulties in the interpretation hereof.

This Cooperation Agreement is executed in English in two (2) original copies of equal legal effect and force, with one (1) original copy for each Party.

..... Day of April 2022

**Rector of AVU**



Professor Dr. Ramona Lile, PhD

**Director Department of International Relations**

Prof. Dr. Valentina E. Balas

11<sup>th</sup> Day of April 2022

**Chairman**

Dr. Biju Varghese

**Principal, Mangalam College of Engineering**

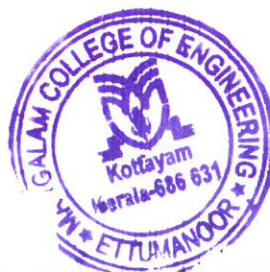
Dr Vinodh P Vijayan

**Professor and Head of the Department of ECE, Mangalam College of Engineering**

Dr. Abraham C.G

**MOU Representative, Associate-Professor, Department of ECE, Mangalam College of Engineering**

Dr Radeep Krishna R







കേരളം കേരल KERALA

CW 426676

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 18<sup>TH</sup> DAY OF – Mārch – Two Thousand and Twenty one (18/03/2021), by and between

Additional Skill Acquisition Programme Kerala (ASAP Kerala) is a government company registered under companies act 2013 represented herein by its Chairman and Managing director, Dr. Usha Titus (hereinafter referred as 'First Party',) company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

MANGALAM COLLEGE OF ENGINEERING (MLMCE), Mangalam Campus, Mangalam Hills, Vettimukal P. O, Ettumanoor, Kottayam - 686631, THE SECOND PARTY, and represented hereinby Chairman, Dr. Biju Varghese, (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). The institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).



Aw. 39105  
18/3/2021  
Secretary  
Mangalam Education Society, Ettumanoor

ETTUMANOOR VENDOR  
R. VENUGOPAL  
No. 6980 / 93 / C





കേരളം കേരल KERALA

CW 426677

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

**WHEREAS:**

- First Party is a government company registered under companies act 2013 named:  
**Additional Skill Acquisition Programme, Kerala**
- 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.
- The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, placement, internship and related.
- Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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



AW: 39106 Rs. 100/-  
18/3/2021  
Secretary  
Mangalam Education Society, Ettumanoor

ETTUMANOOR VENDOR  
R. VENUGOPAL  
No. 6980 / 93 / CA



## CO-OPERATION

- 1.1 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.
- 1.2 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.
- 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 as may be required to give effect to the actions contemplated in terms of this MOU. The terms 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.
- 1.4 Second Party shall be generally responsible for the administrative and academic implementation of the entire training program.
- 1.5 Second Party shall nominate one of their faculty members who has dedication and Inclination to ASAP as the ASAP Nodal officer and he shall be responsible for the following:
  - a) Organizing and monitoring the smooth conduct of the training.
  - b) Ensuring regular student attendance, quality programme delivery, and punctuality of the SDE/trainer. Nodal officer shall be responsible for intimating the class schedule, recording of the attendance and effectively co-ordinating the training in the Institution. He/she shall also be responsible for maintaining records and accounts of ASAP





- 1.6 Second Party shall be responsible for providing quality infrastructure throughout the course period, failing which ASAP holds the right to discontinue the course. The continuance of the existing batches or sanction of new batches in the institution will be solely based on the quality of the infrastructure facilities provided and the administrative support and cooperation extended by the institution.
- 1.7 Second Party shall collect the prescribed fee from the students as per the schedule being communicated from ASAP on a time bound basis and shall remit to the ASAP account on the next working day itself
- 1.8 Student selection for the ASAP Programme will start with an orientation session/s conducted by the Programme Manager of ASAP. The Second Party shall arrange for / permit the Programme Manager to conduct awareness programmes to the students and parents by the Programme Manager. The interested students shall be supplied with application forms for the ASAP course which is to be collected and scrutinised by the committee constituted for the purpose.
- 1.9 A committee consists of the Manager/ PTA President, Principal, Nodal officer, Head of the Department, Programme Manager and SDE shall be constituted for the administration, coordination and monitoring of ASAP activities.
- 1.10 Second Party agrees that ASAP Kerala holds the right to monitor the entire process of training through multipronged approach to ensure the quality of the training and to visit and verify any records, documents and information related to the implementation of the programme in the institution and that ASAP reserves all the rights to discontinue the training programme at any time without assigning any reason.
- 1.11 Nodal Officer: The Second Party shall nominate and authorize one of the faculty members of Second Party as Nodal officer, as a single point of contact, on behalf of Additional Skill Acquisition Programme Kerala to coordinate the launch and successful implementation of the Programmes.
- 1.12 Faculty coordinator: Second Party shall nominate and approved by Additional Skill Acquisition Programme to train /facilitate theory or practical at the institution, approved by Additional Skill Acquisition Programme Kerala in face to face teaching,





## SCOPE OF THE MoU

- 2.1 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 **Skill Development Programs:** First Party to train the students of Second Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.3 **Faculty Development Programs:** First Party to train the Faculties of Second Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.4 **Placement/internship of Trained Students:** Both the parties will actively engage to help the delivery of the training and placement of students into internships/jobs; and will facilitate placements of the students.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.6 There is no financial commitment on the part of the **Mangalam College of Engineering, Ettumanoor**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

## 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.

## TERM AND EFFECTIVE DATE

- 4.1 The Parties agree that the duration of this MoU shall be for 3 ( Three) years from the date of signing, which shall also be the effective date of the MoU.
- 4.2 This MoU may be extended by mutual written agreement of the Parties.
- 4.3 The Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Mangalam College of Engineering, Ettumanoor**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.4 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.





## 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.

## NOTICES

- 6.1 Any notice approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each Party to the other in writing and in the manner herein before provided to:





**AGREED:**

**For Additional Skill Acquisition  
Programme, Kerala ( ASAP Kerala)**

**For Mangalam College of Engineering,  
Ettumanoor**


  
Authorized Signatory


**Dr. USHA TITUS  
CMD, ASAP KERALA  
Thiruvananthapuram**


  
Authorized Signatory




<b>Additional Skill Acquisition Programme, Kerala</b>	<b>Mangalam College of Engineering, Ettumanoor</b>
<b>Address:</b> Trans Towers, 3rd floor, Vazhuthacaud, Thiruvananthapuram-695014,	Mangalam Campus, Mangalam Hills, Vettimukal P. O, Ettumanoor, Kottayam - 686631
<b>Contact Details:</b> 04712772511	Contact Details:04812710120
<b>E-mail:</b> cmd@asapkerla.gov.in	E-mails:info@mangalam.in
<b>Web:</b> www.asapkerala.gov.in	Web: www.mangalam.edu.in/

Witness 1: ANKUR.A   
Programme Manager  
ASAP Kerala

Witness 2:   
Ms. Neema George  
Asst. Professor  
CSE, Mangalam College  
of Engineering, Ettumanoor

Witness 3: Sijeesh. P.T   
Programme Manager  
ASAP Kerala

Witness 4:   
Dr. Ranja S. Kartha  
Associate Professor  
CSE, Mangalam  
College of Engineering  
Ettumanoor





**INFORMATION &  
COMMUNICATION TECHNOLOGY  
ACADEMY OF KERALA  
ICTAK**

# CERTIFICATE OF PREMIUM MEMBERSHIP

**This is to certify that**

**Mangalam College Of Engineering**

**Mangalam Hills, Vettimukkal P.O., Ettumanoor, Kottayam,**

**is a premium member of ICT Academy of Kerala.**

**VALID TILL 2022 JULY 31**

**MEMBERSHIP ID ICTAK/2021/PM/032**

**CEO, ICT Academy of Kerala**



61093907-5740-4092-b327-466b2d4f065b

**ICT ACADEMY OF KERALA**

L-9, THEJASWINI BUILDING, TECHNOPARK,  
THIRUVANANTHAPURAM, KERALA 695581

<https://ictkerala.org/>



## Memorandum of Understanding (MoU)

Mibiz 'Enrichment, Enlightenment, and Development Campus Connect', programme

This Memorandum of Understanding (MoU) (hereinafter referred to as "Consortium Agreement") made and entered on this Friday, 10<sup>th</sup> day of September, 2021.

### BETWEEN

<b>Organization:</b>	<b>Alina &amp; Reji Consultants India Pvt Ltd [Mibiz Cyber Forensics Laboratory]</b>
<b>CIN / Registration:</b>	U74999KL2017PTC050830
<b>Incorporation Date:</b>	23-10-2017
<b>Address:</b>	Research & Development : G3B, Thejaswini Building, Technopark Campus, Thiruvananthapuram, Kerala - India - 695581 Cyber Forensics Laboratory: TRIDA Kedaram Shopping Complex, Kesavadasapuram, Thiruvananthapuram, Kerala - India - 695004
<b>Phone Number:</b>	+91 471 2726777
<b>Mobile Number:</b>	+91 9387822966 / 9656205500
<b>Email Address:</b>	info@mibizsys.com
<b>Website:</b>	www.mibizsys.com
<b>Contact Person:</b>	Reji Vasanth V. J., Chairman & Managing Director www.rejivasanth.com
<b>Introduction:</b>	<b>Mibiz Cyber Forensics Laboratory</b> is a <b>company</b> registered with the <b>Department of Industrial Policy &amp; Promotion (DIPP)</b> and it functions as a <b>Non-Stop unit</b> under the <b>Software Technology Parks of India (STPI)</b> . The Company has been incubated from the <b>Kerala Startup Mission (KSUM) ecosystem</b> and it received <b>Seed Fund</b> assistance from the <b>Kerala State Industrial Development Corporation (KSIDC)</b> & the Project is funded by the <b>Kerala Financial Corporation (KFC)</b> . The <b>Centre for Development of Advanced Computing (C-DAC)</b> the premier <b>R&amp;D organization</b> of the <b>Ministry of Electronics and Information Technology (MeitY), Government of India</b> is one of <b>Mibiz Cyber Forensics Technology</b> solution providers. <b>Mibiz</b> is a <b>Member of the Confederation of Indian Industry (CII)</b> .
<b>Services:</b>	<b>Mibiz Cyber Forensics Laboratory</b> provides innovative fast track service(s) in <b>Cyber Security, Investigation &amp; Intelligence</b> . <b>Mibiz Cyber Forensics Laboratory</b> services include <b>Disk Forensics, Device Forensics, Cyber Auditing, Network Forensics, Live Forensics, Application Security, Network Security, Mobile Security, Consultancy, Training</b> .

(hereinafter referred to as "LEAD PARTNER" which expressions shall mean and include its successors and permitted assigns.),



**Research & Development** : G3B, Thejaswini Building, Technopark Campus Thiruvananthapuram, Kerala - India - 695581  
**Cyber Forensics Laboratory** : Kedaram Shopping Complex, Kesavadasapuram, Thiruvananthapuram, Kerala - India - 695004

**CIN : U74999KL2017PTC050830**

[www.mibizsys.com](http://www.mibizsys.com)

[info@mibizsys.com](mailto:info@mibizsys.com)



**AND**

<b>Institution:</b>	<b>Mangalam College of Engineering (MLMCE)</b>
<b>CIN / Registration:</b>	<b>XXXXXXXXXXXX</b>
<b>Incorporation Date:</b>	<b>XXXXXXXXXXXX</b>
<b>Address:</b>	<b>Mangalam College of Engineering (MLMCE), Mangalam Campus, Mangalam Hills, Vettimukal P.O., Ettumanoor, Kottayam-686631</b>
<b>Phone Number:</b>	<b>04812710120</b>
<b>Mobile Number:</b>	<b>9895064318</b>
<b>Email Address:</b>	<b>info@mangalam.in</b>
<b>Website:</b>	<b>www.mangalam.edu.in</b>
<b>Contact Person:</b>	<b>Dr. Biju Varghese</b>
<b>Introduction:</b>	Mangalam College of Engineering (MLM) stands supreme in the field of technical education with excellence and quality in education. In keeping with MLM's goal of excellence, the academic programs are supported by well-experienced and dedicated faculty, which is committed to equip the student with knowledge and skills needed to succeed in today's rapidly changing world. Approved by the All India Council for Technical Education (AICTE), accredited by NAAC and affiliated to the APJ Abdul Kalam Technological University in Kerala, MLM is promoted by Mangalam Educational Society, with a mission to bring out leaders for a technology – driven environment.
<b>Services:</b>	<b>XXXXXXXXXXXX</b>

(hereinafter referred to as “**SECOND PARTNER**” which expressions shall mean and include its successors and permitted assigns.),

**WITNESSETH**

**LEAD PARTNER** and **SECOND PARTNER** have entered into a **Consortium Agreement**, The matters mentioned in the Consortium Agreement are not expressly mentioned in this agreement, but shall form part of this agreement unless specifically excluded or provided otherwise in this agreement.

WHEREAS, **LEAD PARTNER, Alina & Reji Consultants India Pvt Ltd [Mibiz Cyber Forensics Laboratory]** is engaged in Disk Forensics, Device Forensics, Cyber Auditing, Network Forensics, Live Forensics, Application Security, Network Security, Mobile Security, Consultancy, Training **business activity**.

WHEREAS, **SECOND PARTNER, XXXXXXXXXXXX** is a company having experience in the area of **XXXXXXXXXXXX**.





NOW, THEREFORE, in consideration of the mutual covenants contained herein, **LEAD PARTNER** and **SECOND PARTNER** hereto agree as follows

**ARTICLE 1. DEFINITIONS**

The terms stated below have the following respective meanings within this Agreement, unless the context results in a different meaning.

- (a) "PARTY" and "PARTIES" shall mean LEAD PARTNER and SECOND PARTNER individually and collectively as the context may require.
- (b) "CONSORTIUM AGREEMENT OR THIS AGREEMENT" means the agreement between LEAD PARTNER and SECOND PARTNER for undertaking the business in the form of consortium agreement.
- (c) "Memorandum of Understanding (MoU)" in the form of Consortium Agreement shall mean this present Agreement and shall include any subsequent written modification and amendments thereto.

**ARTICLE 2. OBJECT, ROLES & RESPONSIBILITIES**

<b>Mission</b>	Mibiz 'Enrichment, Enlightenment, and Development Campus Connect', programme should create a Vibrant Knowledge Consortium - developing & maintaining a successful talent pool.
	Mission to create "Knowledge economy" "Enlightened Citizenship"

**2.1 ROLE AND RESPONSIBILITY OF LEAD PARTNER**

<b>Object</b>	To provide Mentorship & Career Guidance support.
	To carry on Internship for B.Tech Computer Engineering students in Cyber Forensics.
	To provide Institutional Priority for Internship.
	To provide on a mutually beneficial Master service Agreement, Technological support in establishing & managing a well-equipped state of the art Cyber Forensic Laboratories (CFL), support in procuring Hardware & Forensic Tools [Indigenous & International], Human Resource, Course & Syllabus design [Curriculum] as per the AICTE/UGC guidelines for B.Tech Computer Engineering students on Security Awareness, Skill Development and Training program
	To provide support for students in doing Project works.
	To provide Placement support for students of B.Tech Computer Engineering Students.
	The Duration of the Internship Program is for 4 weeks with a fee of Rs.5999/- per student [subject to revision annually] for which the LEAD PARTNER will hold the sole responsibility.
	Any other role or responsibility as may be mutually agreed.

**2.2 ROLE AND RESPONSIBILITY OF SECOND PARTNER**





<b>Object</b>	The <b>SECOND PARTNER</b> has agreed to motivate the students to join the internship program for which the <b>LEAD PARTNER</b> will render all assistance.
	To provide support in Campus Interview & Recruitment of B.Tech Computer Engineering Students.
	To provide a Platform (Infrastructure and other resources) for conducting seminars and faculty workshops in the college.
	Any other role or responsibility as may be mutually agreed.

### **ARTICLE 3. GENERAL TERMS**

**3.1 Confidential Information** means the terms and conditions of this Agreement, any data which may reasonably be considered to be secret or confidential, commercial, financial, marketing or technical information, know-how, trade secrets or other information relating to a Party, in any form or medium, whether disclosed orally or in writing before or after the date of this Agreement and whether or not marked as 'confidential', together with any reproduction of such information in any form or medium, or any part of this information.

**3.2 Applicable Laws** means the laws and regulations of the Republic of India.

**3.3 Good Industry Practice** shall mean the Partner acting in good faith to perform its contractual obligations under this Agreement and, in so doing, exercising the degree of skill and care that would reasonably and ordinarily be expected from a skilled and experienced institution/organization.

**3.4 Intellectual Property Rights** means copyright, computer code or scripts (whether compiled or not in any computer language or program), database right, patents whether registered or applications), utility models, registered and unregistered design rights, registered and unregistered trademarks or service marks, trade names, domain names, inventions, all rights in computer software and data, confidential information, trade secrets, performance rights and all intangible rights, privileges and forms of protection of a nature or having a similar effect to any of the above, including all registrations, applications, renewals, extensions, continuations, divisions and re-issuances associated therewith which may subsist anywhere in the world.

**3.5 Territory** means the Republic of India.

**3.6 Data protection** To the extent that that any data protection, privacy or similar laws or regulations apply to this Agreement and the performance of the obligations under it, each Party agrees to be bound by, and comply with, the provisions of such Applicable Laws.

### **ARTICLE 4. COMMUNICATION TO THE PARTIES**





Irrespective of whether this is expressly specified in each individual case, all communications which are necessary or permitted with regard to this Agreement and the business are to be affected in writing, i.e. via letter, telex or telegram. These communications are to be forwarded to the following addresses;

LEAD PARTNER	<b>Mibiz Cyber Forensics Laboratory, TRIDA</b> Kedaram Shopping Complex, Kesavadasapuram, Thiruvananthapuram, Kerala - India – 695004
SECOND PARTNER	XXXXXXXXXXXX

Any change in the above addresses shall be communicated to other Parties in writing.

**ARTICLE 5. CONFIDENTIALITY**

**(a)**All Confidential Information disclosed by a Disclosing Party to a Receiving Party under this Agreement shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party, which confirms that it has the right to disclose it but does not confirm its accuracy or completeness.

**(b)**Each Receiving Party shall use all Confidential Information solely for the purpose of this Agreement and whilst the Agreement is in force and for **five (5) years** after the termination of the Agreement, shall:

- (i) Not disclose it, except to any Authorized Person where strictly necessary to fulfill the purpose of this Agreement;
- (ii) Keep it in a safe and secure place and use reasonable measures to prevent unauthorized access, destruction, corruption or loss;
- (iii) Not make any copies, summaries or transcripts of it unless this is strictly necessary for the purpose of this Agreement (all such copies, summaries or transcripts will be deemed to be Confidential Information);
- (iv) Notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorized person;
- (v) Upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information; and
- (vi) Inform its Authorized Persons of the provisions of this Agreement and take all steps necessary to confirm their compliance with them. All acts or omissions of a Party’s Authorized Persons shall be treated as if they were the acts or omissions of the relevant Party itself.

**ARTICLE 6. TERMINATION**

**6.1**This agreement is for five years. This agreement can be renewed either with the same terms or with fresh terms and conditions, at the expiry of five years, from the date of this agreement.

- (a) either Party shall have the right to terminate this Agreement by giving **15(fifteen)dayswrittennotice to the otherParties**if thatotherPartyorParties voluntarily or otherwise commits a material breach of any of the terms and conditions of this Agreement, provided that if the breach is remediable , the rightaforesaidshallbeexercisableonlyifthebreachisnotremediedwithin **45 (forty-five) days** of a written notice requiring to remedy the same;





**ARTICLE 7. MISCELLANEOUS**

7.1 The official language of this Agreement is English.

7.2 All documents and other papers of importance which relate to the Company shall be drawn up in English language and shall be binding upon the Parties. Correspondence among Company and the Parties in the course of daily business shall be conducted in the English language.

**ARTICLE 8. MODIFICATIONS**

This Agreement shall not be altered modified or supplemented except with the prior written approval of the Parties hereto.

**ARTICLE 9. INDEPENDENT PARTIES**

The Parties shall act in all matter pertaining to this Agreement as independent parties and nothing contained herein shall constitute either as the agent or as the partner of the other Parties and does not give any Party the power to represent the other Parties hereto.

**ARTICLE 10. CONDITIONS PRECEDENT**

10.1 This Agreement shall take effect only after all the following conditions precedent have been fully satisfied.

10.2 This Agreement has been executed by the Parties and the following approvals have been obtained;

- (1) Approvals required to enable the agreement to undertake activities contemplated by this Agreement by the respective Parent Company.
- (2) Agreement has been approved by formal resolutions of the Parties and the signatory to this agreement has been authorized to execute the agreement.

IN WITNESS HEREOF the Parties hereto have executed this Agreement on the day and year first hereinabove written.

**LEAD PARTNER**

<b>Name</b>	<b>Reji Vasanth V. J</b>
<b>Position</b>	<b>Chairman &amp; Managing Director</b>

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Signature

**SECOND PARTNER**

<b>Name</b>	<b>XXXXXXXXXXXX</b>
<b>Position</b>	<b>XXXXXXXXXXXX</b>





---

Date of signature

---

Signature







---

# **MEMORANDUM OF UNDERSTANDING**

---



---

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**MANGALAM COLLEGE OF ENGINEERING**

College Road, Mangalam Hills, Vettimukal, Ettumanoor, Kerala 686631

AND

**NETALLA INNOVATIONS PRIVATE LIMITED**

**#46/4, Novel Tech Park, GB Palya, Hosur Road,**

**Bangalore – 560068**



---

## **PREAMBLE**

Interaction between industries and technical interactions will provide immense mutual benefit and also satisfy societal relevance. Realizing this objective, this college and the industry named above, have signed this MOU in order to achieve the desired results.

## **ABOUT THE INSTITUTION**

Mangalam College of Engineering (MLM) stands supreme in the field of technical education with excellence and quality in education. In keeping with MLM's goal of excellence, the academic programs is supported by well experienced and dedicated faculty, which is committed to equip the student with knowledge and skills needed to succeed in today's rapidly changing world. Approved by the All India Council for Technical Education (AICTE) and affiliated to the Mahatma Gandhi University in Kerala, MLM is promoted by the Mangalam Educational Society, with a mission to bring out leaders for a technology – driven environment.

## **ABOUT THE COMPANY**

Netalla Innovations Private Limited is a specialized tech advisory firm with more than eighteen years of experience in implementing innovation labs in educational and research institutions, executing corporate training programs and executing system integration projects. Netalla specializes in executing networking infrastructure, IT infrastructure and system integration projects for leading Fortune 500 companies and educational institutions. As a leader committed to fast-paced, high-quality service, we work to ensure high levels of satisfaction for our customers and aim to continue to delight our customers through our deep-level IT expertise and advisory capabilities. We also offer training programs to help with skill development, skill augmentation and technology driven learning for students in higher education. We help academic institutions modernize their content and transform their delivery methods for better learning outcomes and enhanced alignment with industry.



---

## Netalla's programs include the following:

Netalla had incorporated a win-win offering for Universities/Colleges/Institutions and their students by offering following:

- **Industry Oriented Learning for students:** A vibrant community of industry and academic professionals focused on improving learning outcomes, and working as a community to enhance learning. Netalla aims to bridge the gap between industry and academia while delivering engaging content to students.
- **Learning Methodology:** Learning methodology developed by market leaders to enhance the understandability of emerging technologies via Online learning platform that includes video sessions, assignments, instructor-led live online sessions and various level of assessments.
- **Active Engagement of students by** moving the learning process beyond the classroom. The learning incorporates various assignments, practical scenarios that ensure student's participation and interactions with instructor and also with batch-mates.
- **Global Certification focused learning:** Students will get certifications which are valid globally and got a great identity in the Industrial front, top recruiters like Ernst and Young, Delliote, Infosys, Wipro, TCS etc.
- **Opportunity for Internship in the technology field:** Students will be given real-time scenarios and projects which will enable them to get an internship certification from Netalla Innovations.
- **Enhancing placement outcomes:** Expanding placement opportunities by bringing industry-oriented course curricula to colleges, institutes and universities.



---

## SCOPE FOR INTERACTION

**The proposed interaction will include the following:**

- a) Partner with your esteemed college to setup an “Artificial Intelligence (AI) and Machine Learning (ML) Integrated Internet of Things (IoT) " CoE in your college premises. Netalla is ready to contribute 20% of the cost of the laboratory, subject to a cap of 4 lakhs only.
- b) Setup Netalla’s incubation center at your college premises to provide in-house training, product development through paid internships for students.
- c) Encouraging and allowing the students of the college to interact with working groups of the industry so as to increase their knowledge level.
- d) Exposing students to problems encountered in the real time projects.
- e) Encouraging involvement of students to take up projects of the industry and build up professional confidence & competence.
- f) Offering valuable inputs to the college as a feed-back from the industrial sector in respect of latest technological development in the area of interaction.
- g) Consultation with faculty of the college in respect of R & D and consultancy projects.
- h) Offering guidance for suitable placement for students.
- i) Organizing seminars on specific areas of interest of the industry for knowledge sharing.

## TERMS OF AGREEMENT

1. This agreement is valid for a period of five years, and may be extended further on mutual consent.
2. The MOU can be terminated with 3 months’ notice on either side.
3. This agreement is governed by and construed in accordance with Indian Laws.
4. The head of department concerned will be the coordinator for the interaction on behalf of the college and the industry will nominate a representative for the aforesaid interaction.



---

**For,**

For Netalla Innovations Private Limited

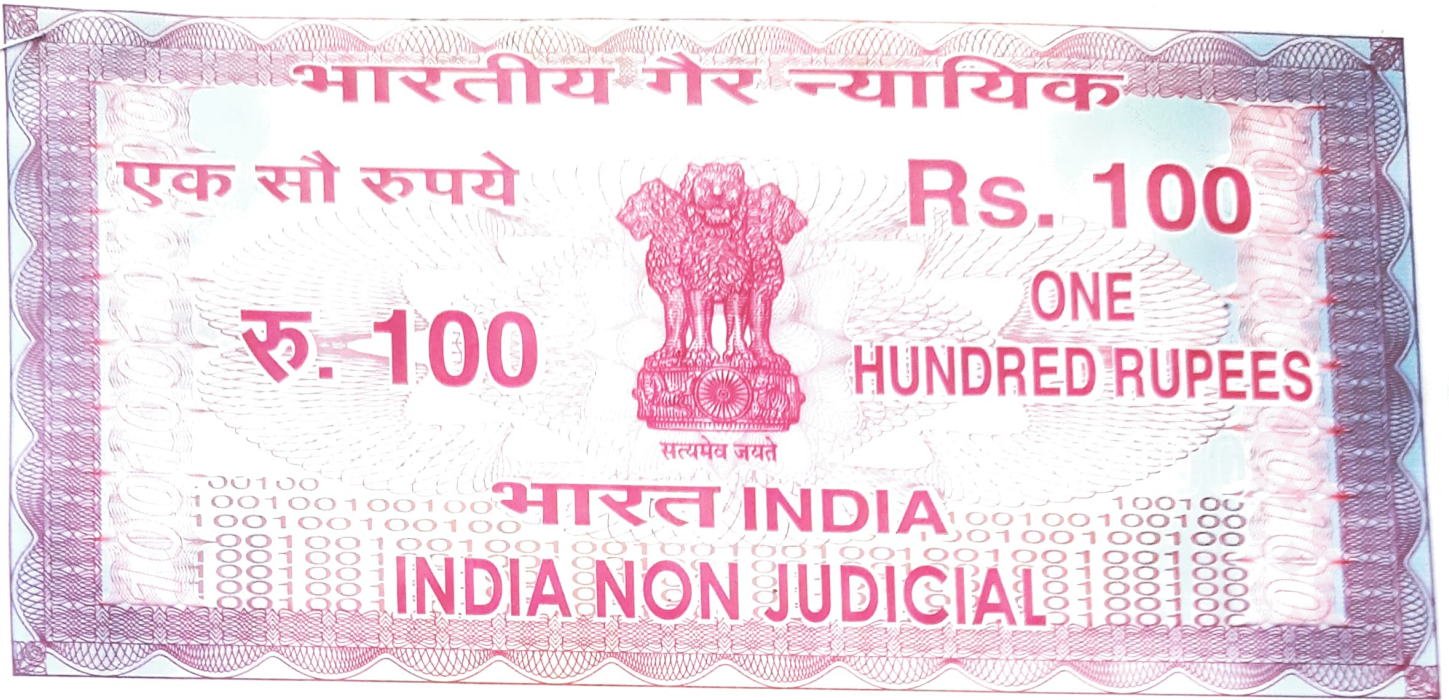
  
Authorised Signatory

**For,**

**Mangalam College of Engineering  
Ettumanoor, Kerala**

**Date: 06/01/2021**





കേരളം കേരल KERALA

DC 074410

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**Mangalam College of Engineering, Ettumanoor, Kottayam, Kerala**  
**AND**  
**Unipower Transformers Pvt. Ltd., Ernakulam, Kerala**

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 12<sup>th</sup> day of <sup>Nov</sup> 2021 by and between **Mangalam College of Engineering, Ettumanoor, Kottayam, Kerala**, the First Party represented herein by its Principal / Director / Head of Institution **Mangalam College of Engineering, Ettumanoor, Kottayam, Kerala**, And **Unipower Transformers Pvt. Ltd., Ernakulam, Kerala**. The Second party, and represented herein by its Gogy Pynadath, General Manager, Marketing.

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Mangalam College of Engineering, Ettumanoor, Kottayam, Kerala**,
- 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.



*Handwritten signature in green ink.*

*Handwritten signature in blue ink.*



No : 10180 @S-100/  
18/10/2021

Mangalam Education Socy. Ltd

G. RAVACHANDRAN NAI  
STATE VENDOR  
ETTUMANOOR



C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **Unipower Transformers Pvt. Ltd., Ernakulam, Kerala**, - the Second Party is engaged in manufacturing of Transformers and prefabricated substations.

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

### CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

### CLAUSE 2 SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into 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. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the **Mangalam College of Engineering, Ettumanoor, Kottayam, Kerala**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

### CLAUSE 3 VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

  
12/11/21

  
C Anoop (c)



**CLAUSE 4. RELATIONSHIP BETWEEN THE PARTIES**

4.1 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.

First Party

  
12/11/21

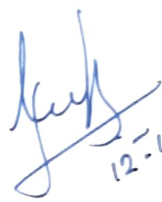
Dr Vinodh P. Vijayan

Principal

Mangalam College of Engineering

Kottayam

Second Party

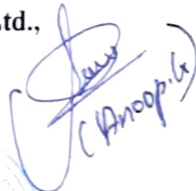
  
12-11-2021

Mr.Gogy Pynadath

General Manager/Marketing


Unipower Transformers Pvt. Ltd.,


Ernakulam

  
(Approved)



**WITNESS**

1.)   
12/11/21  
Dr. S. KARTHIKUMAR,  
Prof. & HoD/EEE .

2.)   
12/11/2021  
RAHUMATH BEEBY  
ASSO. PROFESSOR  
EEE DEPT.