



കേരളം കേരल KERALA

DX 356926

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

MBC COLLEGE OF ENGINEERING AND TECHNOLOGY, PEERMADE,  
KUTTIKANAM, IDUKKI

&



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 26 th day of- October - Two Thousand Twenty Three (26-10-2023),

10515  
21-10-23

കേരളം കേരല  
കേരളം കേരല  
കേരളം കേരല .P.O  
കേരളം

P. M. RAJASEKHARAN  
STAMP VENDOR  
ALAPPUZHA



**BETWEEN**

MBC College of Engineering & Technology, Peermade, Kuttikkanam, Idukki - 685531, Kerala, India, the First Party, represented herein by its Head of the Department, Department of Civil 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- o ce, administrators and assigns).

**AND**

CILL Associates Private Limited, Sreerangam Building , 40/1606 , First Floor . PJ Antony, Road , Palarivattom , Cochin , Kerala- 682025, Kerala, India, the Second Party, and represented herein by its Managing Director, Mr. ANSAR J M, (hereinafter referred to as Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in- o ce, administrators and assigns).

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

**WHEREAS:**

- A) First Party is a Higher Educational institution named:
- (i) MBC College of Engineering & Technology, Peermade
- 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 interest.
- E) CILL Associates Private Limited, the Second Party, is engaged in Education, Training and work in the field of Land Survey Engineering with most modern machines and technology.
- F) CILL ASSOCIATES PRIVATE LIMITED are engaged in providing various kind of Civil construction services that include Land Survey, architecture, Interior Designing services.

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 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 (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**

2.1 The budding graduates from the institutions could play a key role in technological up gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

2.3 Industrial Training & Visits: Industry and institution interaction will give 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. 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.

2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as

per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.

2.5 Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of Land Survey Engineering using most modern machines and technology.

2.6 Skill Development Programs: Second Party to train the students of First Party

2.7 A Demo class will be given by the second party prior the workshop to introduce to students.

### 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

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period CILL Associates Private Limited, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Training Partner or CILL Associates Private Limited, the Second Party, after termination of this agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 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 a 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

  
ANSAR

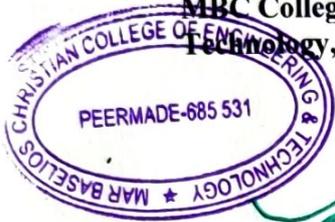


Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at the District Head Quarters of the First Party. This undertaking is to be constructed in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

NOTE: Placement assistance or Reference will be provided as per the requirement of our firm.

**AGREED:**

For  
MBC College of Engineering &  
Technology, Peermade



*[Handwritten signature]*

Authorized Signatory

For  
CILL Associates Private Limited  
Palarivattom

*[Handwritten signature]*

Authorized Signatory



MBC College of Engineering & Technology	CILL Associates Private Limited
Peermade, Kuttikkanam, Idukki - 685531	Sreerangam Building , 40/1606 , First Floor , PJ Antony Road , Palarivattom , Cochin , Kerala- 682025
04869-233571/72/73,9894952529	9747114100,9747609094
mbc@mbcpeermade.com	cillassociatespvt.ltd@gmail.com
www.mbcpeermade.com	www.cillassociates.com

Witness 1:

*[Handwritten signature]*

Witness 2:

*[Handwritten signature]*

Witness 3:

*[Handwritten signature]*

Witness 4:

*[Handwritten signature]*