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HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

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BE 844731

Memorandum of Understanding between Mar Athanasius College, Kothamangalam and
AMES Foods Processors India Pvt. Ltd., Kinfra Park, Nellad, Ernakulam

This agreement is executed on 24th day of January 2017 between (1) Mar Athanasius College, Kothamangalam an Institution offering educational courses, hereinafter referred to as 'College', represented by the Principal of the Mar Athanasius College, Kothamangalam as the ONE PART,

AND

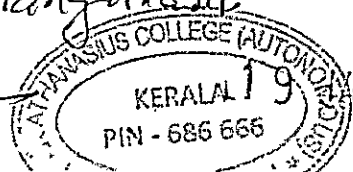
AMES Foods Processors India Pvt. Ltd., Kinfra Park, Nellad, Ernakulam which is a wholly owned Subsidiary of AMES International Inc, USA . This Company is a leading Processor of all kinds of Nuts and Dried Fruits, of the OTHER PART

Whereas:

- Mar Athanasius College is an acclaimed centre of higher learning offering 13 under graduate courses and 16 post graduate courses across several disciplines of Science, Humanities and Commerce. The College offers 4 Doctoral programmes leading to PhD in English, Chemistry, Physics and Economics with excellent facilities for research and has an A Grade from National Assessment and Accreditation Council (NAAC).

16593
 Date 24.1.17
 Paid to Principal Rs. 100.
 MA College
 Kothamangalam

T. GOPAL AKRISHNAN
 Stamp Vendor
 Kothamangalam



Principal

MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM



MANILA JACOB
Managing Director

2017

II. AMES Foods Processors India Pvt. Ltd. has been established with a wider scope focusing on the Asia-Pacific- region. This facility considers various food products in addition to the products manufactured by the parent company. The primary focus of this Firm is to source Indian and other imported raw materials and value adding by applying modern processing technologies and packaging techniques.

III. College and Company have decided to enter into this Memorandum of Understanding (hereinafter "MOU") to perform their respective roles and responsibilities as outlined therein.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. DATE OF COMMENCEMENT (EFFECTIVE DATE)

This MOU is for a period of 1 (one) year commencing from 24th January 2017 (hereinafter referred to as the "Term").

B. REPRESENTATIONS OF COLLEGE

The College, under this MOU, hereby undertakes :

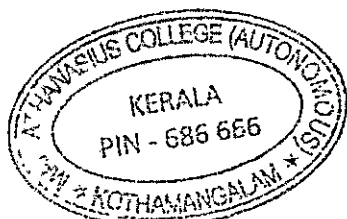
- a) To provide space for promotional stall (s), banners etc. for the Company in all the intercollegiate events & Commerce fests organised by the College's Department of Commerce and facilitate other marketing & promotional activities within the College as agreed from time to time.
- b) To provide advertisements of the Company in all the publications of the College's Dept. of Commerce.
- c) To grant avenues to the Company to offer promotional schemes to students of the College who secure trading accounts for the Company.

C. REPRESENTATIONS OF COMPANY

- a) Meritorious final year Commerce graduates and postgraduates students of the Department shall be considered for candidature for jobs within the Company. This shall be subject to, without limitations, the availability of suitable vacancies and their qualifying the standard recruitment processes of the Company.

AMES Foods Processors India Pvt. Ltd


JACOB
Managing Director




PRINCIPAL
MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM

- b) Students who want to avail industry related certifications shall be provided guidance by experts of the Company. However, all charges towards enrolment and procuring of modules of certification shall be borne individually by the students.
- c) Students shall be provided with an awareness on entrepreneurial opportunities in the foreign market, motivational sessions, experience sharing. Company shall, at its' sole discretion, schedule the training calendar based on availability of its' resources.
- d) Company shall offer rewards to the students who secure trading accounts for the Company. The schemes on offer shall be communicated by Company to the college authorities from time to time.

D. TERM AND TERMINATION

- a) The MOU is valid for a period of 1 year from the effective date. The parties shall have full powers to review the project and if the parties come to the conclusion that the running of the project is not satisfactory, the parties are entitled to disassociate themselves from the MOU after giving to the other, a notice in writing of 1 (One) month.
- b) On expiry or earlier termination of this MOU, the College shall return all materials shared by Company during the course of this MOU.
- c) On expiry/termination of the MOU, College shall forthwith stop using the brand name of Company in any manner and form whatsoever.

E. AMENDMENT TO THE MOU

During operation of the agreement, if in the opinion of the both the parties, some alteration or modification of the MOU is considered essential, these may be mutually discussed and agreed upon in writing.

F. INTELLECTUAL PROPERTY RIGHTS

- a) No license is granted under this MOU to either Party under any of the other Party's trademarks, logos, or intellectual property rights, either expressly, by implication, inducement, estoppel or otherwise except as set forth herein.

or AMES Foods Processors India Pvt. Ltd.



[Signature]
PRINCIPAL
MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM

[Signature]
LYSIA JACOB
Managing Director

- b) IPR in learning & promotional materials provided by Company directly or through its affiliate/ franchisees that will be used for learning/ training/ promotional activities shall belong exclusively to Company and the College will have no rights on the same except under the terms of this MOU.

G. CONFIDENTIALITY

- a) College acknowledges that by reason of its relationship to Company hereunder it may have access to certain information and materials concerning Company's business plans, customers, technology, and products/services that is confidential and of substantial value to Company, which value would be impaired if such information were disclosed to third parties. College agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the Company.

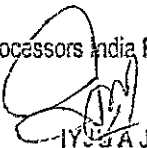
H. INDEMNIFICATION

College shall indemnify and hold the Company free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of breach of any obligations under this agreement.

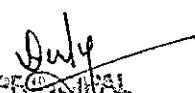
I. FORCE MAJEURE

Neither Party will be liable for losses, defaults or damages under this MOU which result from delays in performing, or inability to perform, all or any of the obligations for responsibilities imposed upon it pursuant to the terms and conditions of these Arrangements, due to or because of the acts of God, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the Party that was so delayed in performing or so unable to perform provided that such Party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such Party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

For AMES Foods Processors India Pvt. L.


JAYASHREE J.
Managing Dir.




PRINCIPAL
MAR ATHANASIOS COLLEGE
KOTHAMANGALAM

J. DISPUTE RESOLUTION

This MOU is governed under the laws of India.

Should any dispute or difference arise between the Parties out of or in connection with this MOU, the Parties shall in the first place endeavour to settle in good faith such a dispute by means of direct negotiation for a period of thirty (30) days or through any alternate dispute resolution they may mutually agree upon. Failing such resolution, the Parties are free to approach the competent courts at Cochin.

K. NON-TRANSFERABILITY AND NON-ASSIGNABILITY

It is hereby expressly agreed that this MOU shall not be transferable under any circumstances by the parties to a third party. The parties shall not assign the obligations under this MOU to any other person, unless specifically agreed to by the other, in writing.

L. ENTIRE MOU

This MOU embodies the entire arrangement and understanding of the parties hereto, and supersedes all prior or contemporaneous written or oral communications or arrangements between the College and Company, regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first set forth above.

For Mar Athanasius College

For AMES Foods Processors India Pvt. Ltd.

[Signature]
PRINCIPAL
PRINCIPAL
MAR ATHANASIOUS COLLEGE
KOTHAMANGALAM



or AMES Foods Processors India Pvt. Ltd.

[Signature]
IYJU JACOB
Managing Director

Seal

Seal

Witness:

Witness: *K.N. Rajesh, Finance Manager*
AMES Foods Processors India Pvt Ltd
Kinfra Park, Nellad

