



കേരളം കേരल KERALA

EB 712293

**Memorandum of Understanding
Between**

**INTERNATIONAL SKILL DEVELOPMENT
CORPORATION (ISDC)**

And

**MAR ATHANASIUS COLLEGE
(Autonomous)**

Kothamangalam

Manjil
**PRINCIPAL
MAR ATHANASIUS COLLEGE
(AUTONOMOUS)
KOTHAMANGALAM**



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Value Rs.
Sold to:
Dated on:

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ISDC

Ernakulam

29-3-2023

[Signature]
**P. RAVINDRANATHAN
DISTRICT COURT VENDOR
PALAKKAD**





കേരളം KERALA

EB 712292

MEMORANDUM OF UNDERSTANDING ("MOU") DATED: April 4, 2023

PARTIES

1. **ISDC – International Skill Development Corporation** is a UK based multinational Learning & Development Company with the Head Quarters in London and its operation in India; **ISDC Projects India Pvt. Ltd**, trading as “**ISDC (International Skill Development Corporation)**”, a Private Limited Company registered in India (COI: U80903KA2015PTC082092) whose Regional Office is at 4th Floor, Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka - 560052("ISDC"); **herein after referred to as the First Party** which includes authorized persons for and on behalf of the ISDC



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PRINCIPAL
MAR ATHANASIOUS COLLEGE
(AUTONOMOUS)
KOTHAMANGALAM

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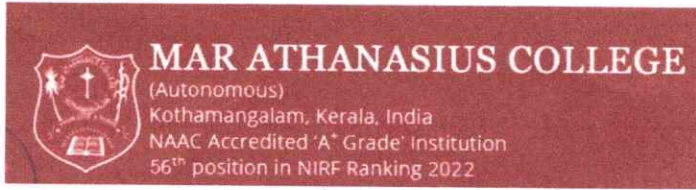


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P. RAVINDRANATHAN
DISTRICT COURT VENDOR
PALAKKAD





And

2. **Mar Athanasius College (Autonomous), Kothamangalam** is a premier institution of higher education in Kerala, under Mar Athanasius College Association, shaped by a group of visionaries led by its first Association Secretary and Principal Prof. M.P Varghese. Started in the year 1955, the college has a long tradition of imparting value based holistic education to many generations of students in Kerala. At present the college is offering 15 UG and 16 PG programmes and one integrated PG programme. The college has 4 research centers in Physics, Chemistry, Mathematics and Economics. It has total student strength of around 2000, faculty strength of 121 and 63 members in non-teaching Staff. Out of the total 109 regular teachers, 52 are Ph.D. holders and 28 are M.Phil. holders. The College was accredited at A Grade by NAAC continuously from 2002 and at A+ Grade with GPA 3.52 in 2017, **therein after referred to as the Second Party ("Mar Athanasius College (Autonomous), Kothamangalam")** which includes authorised persons for and on behalf of Mar Athanasius College (Autonomous).

ISDC and Mar Athanasius College (Autonomous), Kothamangalam, shall each be referred to in this Agreement as a **"Party"** and collectively as **"the Parties"**

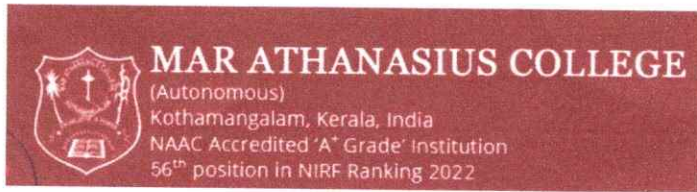
BACKGROUND

- A. ISDC is working with large number of Universities in India & abroad; ISDC and Mar Athanasius College (Autonomous), Kothamangalam, wish to collaborate to explore or provide or facilitate the below listed items in the identified sectors (the "Collaboration");

- Twinning Programs, Joint Degrees and Dual Degrees
- Overseas Higher Study Options - Post Graduate Options for MA College Graduates
- Articulation Arrangement /Credit Exchange
- Summer Schools Abroad and Host Summer Schools at MA College
- Semester Exchange Programs
- Faculty Development Programs
- Faculty & Student Exchanges



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- Joint Research Collaborations
- Short Term Master Classes
- International Conferences & Seminars/Events

B. This Memorandum of Understanding (“MOU”) is not, and is not intended to be, legally binding except as specifically set out below.


1. Terms of the MOU

It is intended that the terms of this MoU will remain in force for an initial period of Three Years set out above, or is otherwise terminated in accordance with the provisions of Clause 4. The MoU can be extended for further periods of 60 days upon the parties mutually agreeing such extension in writing.

2. Scope of Relationship

- a) In respect of the Collaboration, the scope, responsibilities of each party and the financial arrangements shall be agreed as per separate specific financial agreements or MoUs signed by the parties from time to time.
- b) The Collaboration Covers
 - i. ISDC’s Offerings / facilitation mentioned below:
 - Twinning Programs, Joint Degrees and Dual Degrees
 - Overseas Higher Study Options
 - Articulation Arrangement /Credit Exchange
 - Summer Schools
 - Semester Exchange Programs
 - Faculty Development Programs
 - Faculty & Student Exchanges
 - Joint Research Collaborations
 - Short Term Master Classes
 - International Conferences & Seminars/Events
 - ii. Any other activities which may be agreed between the parties from time to time in writing.




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- iii. Any other commercial arrangements with any third parties required in connection with the Collaboration will be entered upon the agreement of both parties as appropriate.

3. Obligations of the Parties

- a. Each party warrants that it:
- will comply at all times with any applicable laws and regulations, including the provisions of the relevant Data Protection Act and any anti-bribery legislation; and
 - it shall not, in the course of the Collaboration, do anything which infringes (or causes the other party to infringe) the intellectual property rights of any third party.
 - In order to facilitate the Collaboration and achieve the purpose of this Agreement, ISDC will act with its group companies in UK (International Skill Development Corporation Limited and ISDC Global Services Limited) and other countries, the Connected Party

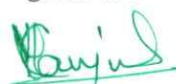
4. Termination

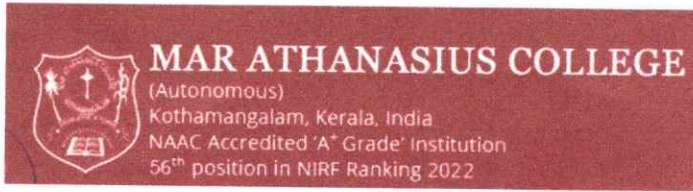
- a. Either party shall be entitled to terminate the MOU on 60 days' notice.
- b. The MoU will automatically terminate:
- If either party becomes insolvent or is subject to a change of control;
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.

5. Intellectual Property and Know-How

- a. All intellectual property created by a party in connection with the Collaboration shall remain the property of that party. The parties agree that any material jointly created by the parties for the Collaboration shall be jointly owned (in equal proportions) by the parties, unless otherwise agreed in writing.
- b. Where the Collaboration reasonably requires the use by one party of intellectual property that is owned by the other party (the "IPR Owner"), the IPR Owner will license such rights to the other party on a non-exclusive basis, without the right to sub-




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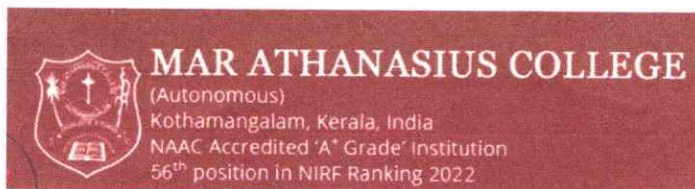
license, solely for the purpose and to the extent necessary in connection with the Collaboration. Any such license will automatically terminate when the MoU is terminated.

6. Confidentiality

- a. For the purposes of this MoU, "Confidential Information" shall include all information (whether written or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including Financial Information, Trade Secrets, University/College Lists, Trade and Commercial Details, Computer Software & Databases, the Contents of all Reports & Documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential;
- b. Each of the parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:
 - i. The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
 - ii. Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
 - iii. Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorised agents (including professional advisers);
 - iv. The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC Group of Companies;
- c. Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.




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7. Assignment

Unless this MoU expressly states otherwise, no right or obligation arising under this MoU may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written agreement of the parties, except that ISDC may assign to another member of the ISDC Group within the need to obtain prior written consent.

8. Governing Law

This MoU (and all discussions and any legal agreements prepared in connection with this MoU) is governed by and construed in accordance with the law of India.

IN WITNESS WHEREOF ISDC and MAR ATHANASIUS COLLEGE (Autonomous), Kothamangalam hereunto have executed this Memorandum of Understanding on the year and date first above written:

SIGNED BY

For and on behalf of


MA College


Dr. Manju Kurian

Principal
PRINCIPAL

**MAR ATHANASIUS COLLEGE
(AUTONOMOUS)
KOTHAMANGALAM**




Dr. A. P. Vaidyan
Vice-principal
Mar Athanasius College


For and on behalf of

ISDC


Victoria D'sa



National Head- Study Abroad


Deepu V.E.
Junior Superintendent
M.A. College
Kothamangalam