



കേരളം കേരल KERALA

G 697855

MEMORANDUM OF UNDERSTANDING BETWEEN MAR ATHANASIOUS  
COLLEGE (AUTONOMOUS), KOTHAMANGALAM, ERNAKULAM DIST.

AND

MARIAN ACADEMY OF MANAGEMENT STUDIES, PUTHUPPADY,  
KOTHAMANGALAM, ERNAKULAM DIST.

This agreement is executed on the 24 day of August 2019 between  
(1) Mar Athanasius College, (Autonomous) Kothamangalam, which is a reputed  
institution imparting and offering educational courses, hereinafter referred to as  
'mentor institution' represented by the Principal of the college as the first party,

AND

Marian Academy of Management Studies, Puthuppady, Kothamangalam,  
Ernakulam Dist. Which is a reputed institution imparting MBA Courses, hereinafter  
referred to a Mentee Institution represented by the Principal of the college as the  
second party.

Whereas

1. 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 alongwith 4 doctoral programmes leading  
to Ph.D in English, chemistry, Physics and Economics with excellent facilities for  
research, which has an A+ Grade from National Assessment and Accreditation  
Council (NAAC) as mentor institution and

Sold to  
MOOVATTUPUZHA VENDOR  
K.A. GOPAKUMAR

MANAGEMENT STUDIES  
PUTHUPPADY



2. Marian Academy of Management Studies, Puthuppady, Kothamangalam, Ernakulam Dist. Kerala is the first institution of Management Education in Kothamangalam with a vision of becoming a world wide Business School as the mentee institution have decided to enter into this

3. Memorandum of Understanding (hereinafter 'MOU') in order to perform their respective roles and responsibilities as outlined thereon:

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

A. THE DATE OF COMMENCEMENT (Effective Date) and duration of this MOU is for a period of 1 (ONE) year effective from 24<sup>th</sup> August (hereinafter referred to as the 'TERM') for which

B. THE REPRESENTATIONS OF MENTOR INSTITUTION under this MOU hereby undertakes;

- a) Training of faculty and staff for processes, documentation and presentation,
- b) Sharing of knowledge, information and resources,
- c) Opportunities for research collaboration and faculty development,
- d) Guidance and encouragement to institutions to adopt best practices, alongwith:

C. REPRESENTATIONS OF MENTEE INSTITUTION defined as follows;

- a) That the mentee institution is expected to bring about an enhancement in its overall quality,
- b) That it enhances the profile of the mentee institution as a result of improved quality of research, teaching and learning methodologies,
- c) That the mentee institution is willing to receive support from the mentor institution in the professional development of its academics,
- d) That the mentee institution shall increase its exposure and speed up its adaptation to the best practices prescribed by the mentor institution,
- e) the mentee institution shall try to advance their points in NIRF ranking and NAAC Accreditation, and that :

D. THE TERM AND TERMINATION

- a) of the MOU is valid for a period of 1 (one) year from the effective date, during which the parties shall have full powers to review the MOU and in case the parties come to the conclusion that the running of the MOU is not satisfactory, the parties are entitled to dissociate themselves from the MOU after issuing to the other a notice in writing 1 (ONE) month in advance, and also that:
- b) on expiry or earlier termination of this MOU, the mentee institution shall return all the resources and documents, hard and soft copies if any received from the

mentor institution during the course of this MOU, and it clearly states that on expiry or termination of the MOU, the mentee institution shall forthwith stop using the name or any other title of the mentor institution in any manner and form whatsoever, and that:

E.AMENDMENT TO THE MOU is empowered to be done during the operation of the MOU, if in the opinion of both the parties, some alteration or modification of the MOU is considered essential, these may be mutually discussed and agreed upon in writing,

And it includes

F.INTELLECTUAL PROPERTY RIGHTS;

a)that no license is granted under the MOU to either party regarding the use or misuse of its trademarks, logo, emblem or intellectual property rights, either expressly, by implication, inducement, estoppels or otherwise except as set forth herein,

b) IPR in learning and promotional materials provided by the mentor institution directly or through its affiliate or franchises that will be used for learning, training or promotional activities shall belong exclusively to the mentor institution and the mentor institution will have no rights on the same except under the terms of this MOU,  
and it endorses;

G. CONFIDENTIALITY, that the mentor institution acknowledges that by reason of its relationship to the mentee institution hereunder it may have access to certain information and materials concerning the mentee institution's plans, students, technology and academic resources that is confidential and of substantial value to the mentee institution, the value of which would be impaired if such information were disclosed to a third person, and that the mentee institution agrees that it shall have no use in any ways 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 mentor institution,

b)the provisions of this clause shall survive for a period of one year from the date of expiration of this MOU as the case may be, which follows with terms of

H.INDEMNIFICATION, that the mentee institution shall indemnify and hold the mentor institution free and harmless from any and all claims, damages, lawsuits (including reasonable attorneys' fees) arising out of breach of any obligations under this agreement, and

I.FORCE MAJEURE, that 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 agreements due to or because of the acts of the government, by 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, it also ensures that such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause,

And it clearly defines:

J. DISPUTE RESOLUTION as this MOU is governed under the laws of India, in case any difference of dispute may 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 days or through any alternate dispute resolution they may mutually agree upon, failing which the parties are free to approach the competent courts at Cochin, it is very specific about :

K. NON-TRANSFERABILITY AND NON ASSIGNABILITY, that it is hereby expressly agreed that this MOU shall not be transferable under any circumstances by the parties to a third party, that the parties shall not assign the obligations under this MOU to any other person, unless specifically agreed to by the other in writing, it also state generally that:

L. THE ENTIRE 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 mentor and the mentee, regarding the subject matter hereof, and

In witness whereof, the parties hereto have executed this MOU as of the day and year first set forth above.

FOR MAR ATHANASIUS COLLEGE  
(AUTONOMOUS), KOTHAMANGALAM

FOR MARIAN ACADEMY OF  
MANAGEMENT STUDIES,  
PUTHUPPADY,  
KOTHAMANGALAM



PRINCIPAL  
Dr. DENSELY JOSE  
PRINCIPAL  
MAR ATHANASIUS COLLEGE  
KOTHAMANGALAM

witness:

*George Jacob*  
Administrative Officer,  
M.A. College (Autonomous),  
Kothamangalam.

2. Deputy V.O.  
JUNIOR SUPERINTENDENT,  
M.A. COLLEGE,  
KOTHAMANGALAM



PRINCIPAL  
Dr. M.K. MOHANAN  
PRINCIPAL  
Marian Academy of Management Studies  
Puthuppady P.O., Muvattupuzha (Via)  
Kothamangalam - 686 673

witness: Solomon K. Peter

Eidhose. K. Leenose

*[Signature]*  
24/11  
*[Signature]*  
24/11/19