





# COLLABORATIVE QUALITY INITIATIVES WITH OTHER INSTITUTION

MAR ATHANASIOS COLLEGE FOR ADVANCED STUDIES TIRUVALLA (MACFAST)

Tiruvalla, Pathanamthitta, Kerala 689 101







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This **Memorandum of Understanding (MoU)** is entered into and executed on 10<sup>th</sup> April 2017 between School of Biosciences, Mar Athanasios College for Advanced Studies, Tiruvalla, Kerala – 689101, hereafter referred to as **'MACFAST'** (which term shall mean and include, unless repugnant to the context and meaning thereof, its successors, legal representatives and assigns of the **FIRST PART**) represented by

Rev. Fr. Pradeep Vazhatharamalayil, The Principal, MACFAST (Mar Athanasios College for Advanced Studies Tiruvalla), Tiruvalla, Kerala – 689101

The Centre for Phytotechnology and Research, a research cum extension initiative of Tiruvalla Agri-Horticulture Society, Tiruvalla - 689101, Kerala hereinafter referred to as 'CPR' (which term shall mean and include, unless repugnant to the context and meaning thereof, its successors, legal representatives and assigns of the SECOND PART) represented by

Mr. Shaji Kumar The Secretary, Tiruvalla Agri-Horticulture Society, Tiruvalla, Kerala - 689101





Whereas both parties viz., Mar Athanasios College for Advanced Studies, Tiruvalla and Tiruvalla Agri-Horticulture Society, Tiruvalla, realize that in the present context, working together on well meaning projects is utmost important for the benefit of the bio-industrial development, employment generation and benefit sharing with the farming community of the region as a whole. The Parties have expertise in Orchid Seed Culture, Orchid Breeding and multiplication of Orchid propagules and selection and release of patentable hybrids.

Both the parties realize that in the current context, working together is desirable to promote expertise in plant biotechnology using facilities at MACFAST, and expert farmer friendly approaches, fund mobilization and marketing capability of the officers at CPR. Therefore, both the parties are agreeable to enter into a MoU for working and cooperating with each other using their respective expertise, knowledge and resources.

# Article I: Principle of Cooperation:

- To work jointly for the common research interest at national and international levels. This includes preparation and submission of novel and innovative proposals and their successful implementation.
- 2. To develop together green technologies and field test them for their sustenance, development and inclusion of innovative practices.
- 3. To encourage any other activities that both organization agree for mutual benefits.

# Article II: Field of Cooperation:

- Cooperation between the two parties may be established with MACFAST developing appropriate cultivation and micropropagation technologies of Orchids, Banana and medicinal plants and CPR handling the incubation, training, sale and marketing of the products.
- To offer training in human resource development by way of engaging in skill development activities especially in floriculture, breeding and improvement of Orchids, economic activities through sale of Orchids and flowers, Banana and Medicinal Plant trade.
- 3. To support such activities by interacting with Governmental and Non Governmental Agencies and submission of valid proposals to their satisfaction.

# Article III: Link Management and Administration:

 Negotiation, implementation and Cooperation of the MoU falls under the responsibilities of

Rev. Fr. Pradeep Vazhatharamalayil, The Principal,

MACFAST, (Mar Athanasios College for Advanced Studies Tiruvalla),

Tiruvalla, Kerala - 689101

Email: principal@macfast.org, Phone: 0469 2730300

&

Mr. Shaji Kumar, The Secretary,

Tiruvalla Agri-Horticulture Society, Regd' Office, Polachirackal Building MACFAST Road, Tiruvalla - 689101, Kerala.

Email: shajithiruvalla61@gmail.com

Phone: 9388896600

- 2. Issues about specific activities including rights and obligations of each party shall be notified or communicated to the offices mentioned in above,
- 3. The contact persons mentioned above can nominate a member of the staff from within their institutions to co-ordinate the activities.
- 4. This MoU shall have duration of five years and renewable for another five years or more, unless either party gives notice of termination not later than one month prior to the expiration of the existing MoU. However, either party can also terminate by giving notice of termination not less than one month.
- 5. The MoU will take effect upon ratification by the Competent Boards of both the establishments.

# Article IV: General Provisions:

- The two institutions will carry out research activities, as a follow up to this MoU. The activities must be carried out in accordance with appropriate laws and regulation existing in each institution.
- 2. The two institutions shall initiate and exchange research publication lists and other publications relevant to the project.
- 3. All publications resulting from the collaboration between the two organizations will be mentioned in the annual/scientific reports of the institutions. Likewise, this MoU must also be mentioned in all formal presentations which result from the collaboration under the terms of this MoU.
- 4. Special staff taken for the projects will be compensated by CPR.

5. Special fund required for the purchase of chemicals, instrument and utensils further for the projects will be beard by CPR.

Signature

Rev. Fr. Pradeep Yazhatharamalayil,

The Principal, MACFAST

(Mar Athanasios College for Advanced

Studies Tiruvalla)

Tiruvalla, Kerala – 689101. Rev. Fr. Pradeep Vaznatharamalayıl

Principal, MACFAST Tiruvalla-689101 Signature

Mr. Shaji Kumar

The Secretary,

Tiruvalla Agri-Horticulture Society,

Tiruvalla - 689101, Kerala



Notes added in support of the Institutions:

# 1. MACFAST - Mar Athanasios College for Advanced Studies Tiruvalla, Kerala.

Mar Athanasios College for Advanced Studies Tiruvalla, Kerala is a post graduate research institute, affiliated to the Mahatma Gandhi University, Kottayam and approved by the All India Council for Technical Education, New Delhi. It was established in 2001 with the objective of offering specially designed academic programmes in Information Technology, Biosciences and Management. The college is located at Tiruvalla in the Central Travancore Region of Kerala and is owned and managed by the Corporate Educational Agency of the Catholic Archdiocese of Tiruvalla. It is a Non-Governmental Agency registered (No. P 14/96) under the Societies Registration Act 1955, with His Grace Dr. Thomas Mar Koorilos, Arch Bishop of the Diocese of Tiruvalla as the President and Patron. The Founder Principal of the College is Rev. Dr. Abraham Mulamoottil, a visionary who has created an overall environment conductive for intellectual, spiritual and social welfare of the students.

MACFAST provides quality education suitable to satisfy the aspiring students with employability, competitiveness and resourcefulness in the emerging knowledge society. The students use and support open source software and learn from E-Sources, in addition to textual studies. The curriculum is framed by the university affiliated and implemented by the college through methodological application of the teaching-learning process. The college publishes

academic calendar of each semester, prepares lesson plan, conducts orientation programmes, bridge courses, industry interface activities etc. The college also provides additional training programmes for developing aptitude communication skills, managerial skills, etc., that are relevant to regional and global employment market and also organizes enrichment programmes for the holistic development of the students. The college has just now completed a project on environmental education for upper primary school students in Pathanamthitta District, highlighting the value of biodiversity and economically valuable components of biodiversity. Students are taught the value and connection of biodiversity with human life as part of their non-curriculum activities.

# 2. CPR (Centre for Phytotechnology and Research):

CPR founded on the principles of Agri-Horticulture Society of India in 1994 fulfills the objectives of development and promotion of agricultural and Horticulture activities of Central Travancore Region. Membership of the society is open to all those interested in plants irrespective of their background in profession proposed and seconded by two members of the society. Persons of official capacity in scientific societies, institutions and clubs are accepted as corporate members. Some of the notable contributions of the society are Clean and Green Tiruvalla, War against drugs, Organisation of Tiruvalla Pushpamela conducted every year, organic farming to each family for sustainable development, Ban Plastics and organisation of people friendly activities like vegetable carving, flower and fruit arrangements, home gardens, medicinal and aromatic plants, ornamental high value plants like roses, lilies, orchids, anthuriums.

The vision of the society is to bring people to nature. Biodiversity of plants and ecological factors are continuously eroded in this age of scarcity and pollution. Display of rare and endangered species, their cultivation and sustainable utilization are given importance in the society.

# MISSION:

- 1. Champion the cause for protection of environment through direct afforestation activities and indirect environmental education programmes in the schools.
- 2. To act as a leader for similar societies and nurseries
- 3. To support people's desire for greenery through the supply of plants and environment friendly materials.
- 4. To enlarge the intellectual capital of the society with due participation in seminars, symposia, etc., on nature and living landscapes.

- 5. To collect and propagate rare species of flora, breed plants of importance and supply to people liberally.
- 6. To promote biotechnology and commercial horticulture.
- 7. To be socially responsible and to fulfill the needs of average people in multiplication and to production of commercially valuable orchids, lilies and anthuriums.

In the context of horticulture developments and hi-tech agribusiness strategy of the country, the society has geared up its activities and offer short term courses on commercial farming and micro-propagation.

# **Memorandum of Understanding**

# Between



# CSIR-Central Food Technological Research Institute, Mysuru

# And



# Mar Athanasios College for Advanced Studies Tiruvalla (MACFAST)

THIS AGREEMENT made on April 30, 2019 between Mar Athanasios College for Advanced Studies Tiruvalla (MACFAST) ,Kerala-689101 of the FIRST PART, and CSIR-Central Food Technological Research Institute, a constituent laboratory of Council of Scientific and Industrial Research (an autonomous body registered under the Societies Act 1860), Dept. of Scientific & Industrial Research, Ministry of Science & Technology and Earth Sciences, Govt. of India, Cheluvamba Mansion, Mysore – 570 020 (hereinafter referred to as CSIR-CFTRI, which expression shall include its successors in interest and permitted assigns) of the SECOND PART.

WHEREAS The MACFAST is a not-for-profit organization headquartered in Thiruvalla, India. The MACFAST, a premier post graduate research institution focuses on multidisciplinary teaching and research. The main focus of research is to solve problems affecting food, nutrition, agriculture, environment and health care sector.

AND WHEREAS the CSIR-CFTRI, a premier research institution having expertise and capabilities in the area of Food Science and Technology has been nurturing all round growth of agro-food processing industry in the country, which include Research & Development, Malnutrition intervention and human resource development.

Both the parties have concurred to work together towards solving issues affecting small scale food sector by producing new value added products that could generate sustainable income for the women folk in the country.

# NOW THESE PRESENT WITNESSTH AS FOLLOWS:

# Consideration:

1. In consideration of the transactions on the terms and conditions appearing herein after, CSIR-CFTRI will agree to work together with the MACFAST in achieving the objectives under the framework of this MoU.

# 2. RESPONSIBILITIES AND OBLIGATIONS OF CSIR-CFTRI

CSIR- CFTRI shall undertake and provide the following services/ responsibilities as listed below.

# i) Partnering for developing scientific validation of food products developed by MACFAST

CSIR-CFTRI will collaborate with the MACFAST in the scientific validation of food products developed by MACFAST.

# ii) Internships Programs

CSIR-CFTRI will allow post graduate students and Research students of MACFAST to carry out Internship programmes as part of their academic activities for a period of 3-4 months. Accordingly, students of post-graduation and Doctoral programmes will be encouraged to work in under the joint supervision of both the Institutions.

# iii) Customized Training in various aspects of food technology

CSIR-CFTRI will arrange customized Training solutions for the benefit of staff and students of MACFAST. However, for such programmes, the expenditure will be met by The MACFAST. All expenditures to be pre-approved by The MACFAST.

# iv) Experts Lecture Series at the MACFAST

Scientists of CSIR-CFTRI will be deputed for delivering Lectures on various topics of interest based on the availability.

# v) Policy Documents/Working Papers

CSIR-CFTRI will be utilized in preparing the Working Papers, case studies for public dissemination and contributing towards policy support

#### vi) Resource Sharing

The facilities and other resources will be shared as per the Institute guidelines

# vii) Networking

CSIR-CFTRI will assist MACFAST in networking with stakeholders as part of the MoU

# 3. RESPONSIBILITIES AND OBLIGATIONS OF THE MACFAST

- i)To develop value added food products that would benefit the community and that would cater to the needs of Nation as an outcome of CSIR-CFTRI research through its network across the Nation
- ii) Create/support various platforms towards knowledge sharing and effective translation of these products to the industrial scale
- iii) Interface with State and Central Govt. bodies in bringing out robust policy for implementing innovative interventions
- iv) The MACFAST will meet the necessary financial obligations in fulfilling the various objectives as enlisted in the MoU

#### 4. JOINT RESPONSIBILITIES

- i) A Review Committee to be constituted comprising of the Director, CSIR-CFTRI and the Principal , MACFAST as Co-Chair, along with other nominees from both the organizations. This Committee shall be overall monitoring the activities under the MoU.
- ii) CSIR-CFTRI/ MACFAST will jointly support the new products developed / nurtured by the Govt. agencies
- iii) Research Programme under this MoU framework identified by the MACFAST will be carried out as per the terms and conditions as followed in the case of externally funded projects in CSIR-CFTRI

# 5. CONFIDENTIALITY

During the tenure of this agreement and for a period mutually agreed upon, both CSIR-CFTRI and the MACFAST will treat the activity and its results strictly confidential to the extent desirable and prevent their disclosure in the commercial and technical interest.

The data and other information shared by the MACFAST will also be treated as confidential and will not be disclosed by CSIR-CFTRI to any outside party without the written consent of Principal ,MACFAST

#### 6. INTELLECTUAL PROPERTY

CSIR-CFTRI and the MACFAST shall ensure that the Intellectual Property Rights that emanate from the collaborative research shall be adequately protected by proper instruments of the respective organisations, and both the parties would ensure that there is no breach of intellectual property rights

# 7. FORCE MAJEURE

The MACFAST or CSIR-CFTRI shall not be liable for non-performance of their respective obligations or delays in respect thereof as a result of force majeure as referred to and/or defined above.

#### 8. TERMINATION

The MACFAST /CSIR- CFTRI will have the right to terminate the agreement which may be based on the recommendation of the Review Committee at any stage, if it is satisfied that:

- that CSIR-CFTRI/ the MACFAST has committed breach of the terms of this Memorandum or
- that there is an inordinate delay in the progress on the activities
- the identified activities would be discussed and agreed upon by both the parties and same will be documented
- If the activities are considered as not viable for any valid reasons by the Review Committee
- This MoU can be terminated by either of the two parties by serving a 90 days written notice

If the agreement is abandoned for any techno-economic and other reasons, other than the above, based on the recommendation of the Review Committee the MoU would hold good for resolving all the issues.

#### 9. DURATION OF THE AGREEMENT

The duration of this Agreement will be for a period of three years. However, the MoU can be extended in writing on a mutually-agreed terms and conditions.

# 10. ENTIRE AGREEMENT

In case, if there is any conflict with the other undertaking on any of the above mentioned activities, the terms contained in the Agreement to the extent of non- disputed clauses shall prevail.

#### 11. MODIFICATIONS OF THE AGREEMENT

The Agreement can be modified through mutual written consent of both the parties to this Agreement.

**12**. All disputes arising out of the MoU shall be resolved on an amicable basis between the two parties and the jurisdiction for any disputes will be in Mysore.

IN WITNESS WHEREOF the Parties hereto through their duly authorized representative have signed this MoU on the day, month and year mentioned herein before.

Principal, MACFAST

Thiruvalla

Director, CSIR-CFTRI Mysuru

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Witnesses:

1. Name: Biju Dharmapalan

Pathanamthitta Kerala

Signature .....

Name KSHS RAGHAVARAD
Signature (1821) Lapravarad

# MEMORANDUM OF UNDERSTANDING

# Between

# MAR ATHANASIOS COLLEGE FOR ADVANCED STUDIES TIRUVALLA (MACFAST)

&

# INDIAN INSTITUTE OF INFORMATION TECHNOLOGY,

# **ALLAHABAD** (IIITA)

#### PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between Mar Athanasios College For Advanced Studies Tiruvalla, hereafter "MACFAST", with a registered address at Tiruvalla – 689101, Kerala and the Indian Institute of Information Technology, Allahabad, hereafter "IIITA", with a registered address at IIIT Rd, Near Boys Hostel, Devghat, Jhalwa, Prayagraj, Uttar Pradesh - 211015.

MACFAST and IIITA are referred to collectively, as "Parties" or individually as "Party."

# 1. Purpose of the MOU: Definition.

- 1.1. The primary aim of this MOU is the desire to establish certain exchange programs beneficial to the respective educational Institution and to promote the development of joint studies, research and training activities, and other educational exchanges of mutual interest.
- 1.2. The purpose is to create a means for cooperative efforts between parties to affect the academic and research activities, exchange of students for knowledge/credit transfer program, projects and internships, exchange of faculty for conducting workshops, seminars, guest talks between the two parties, PhD for working professionals and academic support in terms of curriculum framing for the Departments of Computer Applications, Management Studies and Bio Sciences.
- 1.3. "Home Institution" (MACFAST) refers to the Institution sending its student(s), or faculty member(s) to the other Institution for the purposes of study, learning, knowledge/credit transfer program, teaching and/or research.

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1.4. "Receiving Institution" (IIITA) refers to the Institution hosting the visiting student(s), or faculty member(s) from the other Institution for the purposes of study, learning, knowledge/credit transfer program, teaching, and/or research.

# 2. Areas of Collaborations

The areas of potential collaboration between the Parties in the fields of education, teaching, research and innovation shall include, but not be limited to:

# 2.1 Education

- 2.1.1 Both Institutions may send delegations to visit the other Institution to learn about the other's educational system and curriculum design. The detailed schedule and plan of the visit must be worked out prior to the visit. Home institution is seeking help from receiving institution to help in framing the curriculum by identifying the experts in the particular areas.
- 2.1.2 Both Institutions may also invite staff and/or faculty members from theother Institution to visit and be involved in short-term teaching and/orconsultation. Home institution is seeking help from receiving institution to send experts in the particular domain based on the availability of the expert/s.

# 2.2 Student Exchange and Training

- 2.2.1 Students (primarily MCA, MBA and Bio Sciences) from the home institution who wish to engage in study in a credit transfer program at the receiving institution, requesting receiving institution to allow students to participate in that program.
- 2.2.2 Students from home institution who wish to do projects in the receiving institution, requesting receiving institution to allow students to carry out the project work.
- 2.2.3 The Home Institution is responsible for collecting and reviewing student requests and applications for study and formally recommending qualified students to the Receiving Institution for the study desired.
- 2.2.4 The Receiving Institution will make the final determination as to the acceptance of the student in each case, according to its policies and standards, and will notify the Home Institution in writing of the acceptance. The Home Institution will notify to the student of the decision.

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- 2.2.5 Each student accepted by the Receiving Institution will be expected to participate at the same level of competency as any other student participating in the Program.
- 2.2.6 Students under the exchange programme will be classified as special exchange students. Special exchange students will be permitted to take courses on credit, as well as participate in research activities/project work.
- 2.2.7 Neither party will require admission or tuition fees for exchange students under this MoU
- 2.2.8 Students from home institution can do the internship at the receiving institution during summer and winter vacation.

# 2.3 Research Collaborations

- 2.3.1 PhD for working professional (Faculty): To enhance and support the research activities, home institution is willing to setup research labs in the cutting technologies. These research labs can be utilized by both the parties to carry out the joint research projects. Home institution is requesting the professors from receiving institution to supervise the labs and support the faculty of home institution to enrich the knowledge in the technologies. Hence the receiving institution is to consider the nomination from the home institution to pursue PhD at the receiving institution.
- 2.3.2 To support the research activities, conducting joint workshops, seminars, expert/guest talks, conferences.
- 2.3.3 Both Institutions will promote and facilitate exchange programs for faculty and students to attend workshops, conferences.
- 2.3.4 Based on the mutual interest, the faculty of the home institution will do the joint research with the receiving institution.
- 2.3.5 Joint research publications from both the institutions.

# 2.4 Higher Studies

2.4.1 MBA/MCA/MSc for working professionals and MBA for the home institution students at the receiving institution after their graduation.

# 3. Intellectual Property and Research Collaboration Agreements

3.1 All publications resulting from the educational, research collaborations between the two Institutions shall acknowledge the existence of the collaboration formed under this

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MOU. Likewise, the relationship between the Parties shall be mentioned in all courses and formal presentations which result from any collaboration formed under this MOU.

# 4. Commencement, renewal, termination and amendment

This MoU will come into force upon affixing the signatures of the representatives from both the institutions and will remain in effect for Ten years. This MoU may be renewed upon its expiry with the agreement of both parties.

If either party wishes to terminate the MoU at the end of ten years period it must notify the other party not less than six months prior to the expiry of the MoU.

This agreement or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

Signed:

Fr. Dr. Cherian J Kottavil

Principal Fr. Dr. CHE

Fr. Dr. CHERIAN J KOTTAYIL
PRINCIPAL, MACFAST

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Pathanamthitta

MACFAST, Tiruvalla, Keraval-68960101

Date: 11. 02.2020

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Dr. Shirshu Varma

Registrar

Registrar

Jaid Myron

IIIT — Allahabad Allahabad-211015 (U.P.)

Date: 11-02-2020.



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MEMORANDUM OF UNDERSTANDING

Baselius College, Kottayam

AND

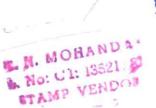
Mar Athanasios College For Advanced Studies Tiruvalla
FOR THE DEVELOPMENT OF ACADEMIC COOPERATION
IN COMPUTER AND MATHEMATICAL SCIENCES EDUCATION

The general objective of this Memorandum of Understanding (MOU) is to stimulate and facilitate the development of collaborative and mutually beneficial programs which serve to enhance the intellectual life and cultural development on both campuses. Thus, Baselius College, Kottayam and MACFAST, have agreed that in support of their mutual interests in the field of computer education and research:

1. The two Educational Institutions will:

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Annie Cherian
Dept. of Muthernotics
Baselius College,
Kottavam





- a. Cooperate in the exchange of information relating to their activities in teaching and research in fields of mutual interests.
- b. promote appropriate joint research projects and joint courses of study.
- c. conduct short courses, as mutually agreed in writing between the parties prior to commencement of this activity.
- d. conduct cultural projects, mutually agreed in writing between the parties prior to commencement of this activity.
- e. conduct study tours, mutually agreed in writing between the parties prior to commencement of this activity.
- 2. The aim of the Memorandum of Understanding shall be to achieve a broad balance in the respective contributions and benefits of the collaboration, and this shall be subject to periodic review by both Institutions.
- 3. The host institution agrees to assist in seeking appropriate housing, and to supply work space, library and technical facilities as appropriate.
- 4. Academic support for organising conferences, seminars, workshops and for developing curriculum for new courses including add on courses at Baselius College and at MACFAST.
- 5. In the implementation of specific cooperative programs, a written agreement covering all relevant aspects including funding and the obligations to be undertaken by each party will be negotiated, mutually agreed and formalized in writing, prior to the commencement of the program.

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This agreement will take effect from the date of its signing and shall be valid for an unlimited period from that date unless sooner terminated, revoked or modified by mutual written agreement between the parties, and may be extended by mutual written agreement.

Either party may terminate the Agreement at any time during the term by the provision of three months written notice to the other party.

# **SIGNATURES**

Signed for and on behalf of Baselius College

Dr. Biju Thomas,

Principal,

Baselius College,

Kottayam 686001

Date: 26.08.2019

Witness 1:

Prof. Varghen Alvahen.

Signed for and on behalf of

**MACFAST** 

Fr. Dr. Cherian J Kottayil

Principal,

MACFAST,

Tiruvalla 689 101

Date: 26.08.2019

Witness 2:

Dr. M. S. Samuel be

Pathanamthitta

Kerala





# THIS MEMORANDUM OF UNDERSTANDING

Is made on the 22<sup>nd</sup> day of August 2019

#### Between

# **Amity Universities and Institutions**

#### And

Mar Athanasios College For Advanced Studies Tiruvalla (MACFAST)

# **Background**

- i. Amity Universities and Institutions (AU) and Mar Athanasios College For Advanced Studies Tiruvalla (MACFAST) share interests in joint research in the areas of Life Sciences, Computer Sciences and Management studies.
- ii. The two Parties have identified that a stronger relationship between them is mutually beneficial and wish to establish a more formal relationship with each other.

#### 1. Commencement and Duration

**1.1** This Memorandum of Understanding ("MoU") shall take effect on the date of signing and shall continue for a period of 5 years unless terminated earlier in accordance with the provision of Clause 7.

### 2. Force of this MoU

2.1 The areas of agreement outlined in this MoU are described to facilitate more detailed and specific negotiations between the parties which may lead to the preparation and signing of one or more formal agreements between AU and MACFAST. Unless specifically noted herein, this MoU is not intended to be of legal force and effect in any manner whatsoever. This MoU shall not create a legal relationship between the parties.

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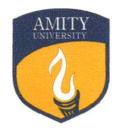


# 3. Broad Areas for Cooperation

- 3.1 AU and MACFAST will discuss the possibility of cooperation in the following areas:
  - (a) PhD registration (Part-time) at AMITY for MACFAST faculty and staff members in disciplines related to areas of Life Sciences, Computer Sciences and Management studies.
  - (b) Joint research
  - (c) Joint projects including consultancy projects
  - (d) Organising of joint seminars and conferences
  - (e) Joint publications
  - (f) Resource sharing
  - (g) Any collaborative efforts that both may deem fit from time to time.
  - (h) Student exchange programmes between the institutions within India and abroad.
- **3.2** Representatives of the Parties may agree to review the operation of this MoU from time to time.

#### 4. Joint Contributions

- **4.1** Potential areas for collaborative research will be identified and recorded in subsequent research specific agreement(s) that set out appropriate and relevant contributions by the Parties. This may include
  - (a) Access to research laboratories and assist in development of projects involving the Parties
  - (b) Joint submission of research proposals to national and international organisations to obtain support for their common research objectives.
  - (c) AU and MACFAST shall work specifically in areas defined in para (i) and para 3.1.
- 4.2 The parties acknowledge that all specific financial arrangements proposed must be negotiated and will depend upon the availability of funds and organizational approvals.





# 5. Confidentiality and Privacy

- 5.1 AU and MACFAST recognize that they will come into possession of information which the other considers to be confidential, including Personal Information ("Personal Information" means information and opinions recorded in any form about an individual whose identity is apparent, or can reasonably be ascertained, from information or opinion). MACFAST and AU covenants and agrees that it shall not, at any time, disclose to any third Party, any confidential information about other party without first having obtained the prior written consent of the other party.
- **5.2** The provisions of Clause 6 are intended to and shall be binding upon the parties upon the signing of this MoU, and shall survive the termination or expiry of MoU.

# 6. Intellectual Property

- 6.1 "Intellectual Property" means and includes all copyright, all rights in relation to inventions (including patent rights), plant varieties, register and unregistered trademarks, registered and unregistered designs and all other rights resulting from intellectual activity in the scientific, industrial, literary or artistic fields.
- **6.2** Each party shall retain all rights to existing intellectual property belonging to it and contributed by it ("Background IP") at commencement of each Research Project arising under this Agreement.
- **6.3** If any IPR issue emerges as a result to joint research, then a specific IPR addendum will be jointly agreed upon.

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#### 7. Termination

- 7.1 Either of AU or MACFAST may terminate this MoU by written notice to the other party.
  A minimum period of six months' notice will be required from a party wishing to terminate the MoU, or such shorter period as the parties may agree upon in writing.
- **7.2** The termination of this MoU shall not affect the implementation of activities that have been undertaken prior to such termination, unless agreements pertaining to such activities explicitly provide for such termination.

# 8. Governing Law and Dispute Resolution

- **8.1** The validity, interpretation, enforceability and performance of this MOU shall be governed and construed in accordance with the Laws in India.
- 8.2 Venue of settlement for any disputes which may arise under this MOU shall be at Noida.
- **8.3** Disputes arising between the parties out of or in connection with this MOU shall as far as possible be settled amicably.
- 8.4 If amicable settlement cannot be reached within 30 days from the date of the occurrence of the dispute, the matter under dispute shall be finally settled without recourse to the courts, in accordance with the provisions of the Arbitration and Conciliation Act 1996 and amendments thereto, if any. The arbitration shall be conducted by the arbitrator(s) appointed by mutual consent of both the parties in accordance with the rules of the said Act. The arbitral award shall be final and binding upon both the parties. The arbitration proceedings shall be held at Noida. All proceedings shall be conducted, including all documents presented in such proceedings, in English language.

# 9. Amendments and Supplementary Agreement

**9.1** The parties may agree to amend this MoU at any time by further memoranda in writing executed by the duly authorized officer(s) of each party.

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9.2 The parties shall wherever necessary enter into written agreements to facilitate collaborative activities arising from this MoU. Such agreements will specify the details of agreed activities and programs, including the contributions and responsibilities of the parties, funding, intellectual property provisions, confidentiality, risk allocation n and indemnity obligations of each party.

# 10. Use of Name and Logo

10.1 No part shall use, nor permit any person or entity to use, the name or logo (or any variation thereof) of other party without first obtaining prior written consent from the other party. The parties intend that this provision shall be binding upon them and shall survive the termination or expiry of MoU.

**Amity Universities and Institutions** 

Dr. W. Selvamurthy

President,

Amity Science, Technology & Innovation Foundation (ASTIF), Noida

Date 2 2/8/2019

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Mar Athanasios College For Advanced Studies, Tiruvalla

Fr. Dr. Cherian J Kottayil Principal Cum Director MACFAST, Tiruvalla

Date 22/8/19

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# MEMORANDUM OF UNDERSTANDING (MOU)

This agreement is entered into at Mahatma Gandhi University, Kottaym, Kerala, India on this 23rd day of November 2020

#### Between

Mahatma Gandhi University, Kottayam, Kerala, India represented by Prof. Dr. Sabu Thomas (Vice-Chancellor), of the **one part** 

#### AND

Mar Athanasios College for Advanced Studies Thiruvalla (MACFAST), Kerala, India represented by Fr.Dr.Cherian J Kottayil of the **other part**;

# Art. 1 Cooperation

The purpose of this agreement is to formally express the mutual wish of Mahatma Gandhi University (MGU), Kerala, India and Mar Athanasios College for Advanced Studies Thiruvalla (MACFAST), Kerala, India to develop collaborative teaching, research and exchanges between students, teachers, researchers and staff. This is a legally non-binding agreement which outlines an intention to promote collaboration between the above-mentioned institutions. This document would be followed by a Memorandum of Agreement specifying the areas of collaboration and sharing which will have legal binding.

# Art. 2 Scope of cooperation

Generally speaking and within the limits of financial means of each institution, the cooperation will take the following form:

- Exchange of information in the field of teaching, teaching practice and research;
- Development of scientific research programmes in fields of common interests.
- Development of joint curriculum and methodologies in teaching and research;
- Organising joint conference, methodology workshop, professional development programmes, training programmes etc
- Promotion of exchanges of teachers, researchers, and other members of staff to participate in different teaching, research and professional training activities;





- Invitation of teachers and researchers to participate in seminars, conferences, courses and meetings on research themes of common interest;
- Promotion of exchange programmes for students for a study, training or research period (the modalities will be defined in a specific student exchange agreement):
- Co-direction or co-supervision of doctoral theses;
- Joint scientific publications on common interest fields;
- Any other project of common interest suggested by either of the two parties.

Nothing in this Memorandum is intended to or shall be deemed to establish an exclusive relationship between the parties or to restrict any activities that either party would otherwise be able to undertake. Nothing in this Memorandum is intended to or shall be deemed to establish any partnership or joint venture between the parties or constitute any

# Art. 3 Reference documents

This agreement will be considered as the reference document for any other agreements between the institutions. Complementary agreements concerning any other programme will give information concerning specific programmes and will be agreed upon and applied by the official representatives of the partner institutions. The field of activities covered by this agreement will be determined by the means available in each institution and by the funding obtained.

# Art. 4 Validity

The present agreement takes effect as from the date of signature and remains valid for a period of Five years. If one party plans to withdraw from the agreement, it must give notice in writing three months in advance, on the understanding that any ongoing actions should be carried through to a successful conclusion.

# Art. 5 Force Majeure

Without prejudice to accrued liabilities and rights, no Party shall have any liability whatsoever to the other Party or be deemed to be in default by reason of delay or failure in performance under this Agreement to the extent that such delay or failure is caused by or arises from acts or circumstance or events beyond the reasonable control of that Party, including but not limited to acts of god, acts or regulations of any governmental authority, war or national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, natural catastrophes or epidemics. Each Party shall bear its own losses arising from such force majeure event(s), if any.



17.26



The terms and conditions of this Agreement shall not be disclosed to any third parties without the prior written consent of both Parties. This agreement shall be governed by the laws of Union of India and State of Kerala.

Mahatma Gandhi University

Mar Athanasios College for Advanced Studies Thiruvalla

Prof. (Dr.)Sabu Thomas

Vice Chancellor

Annexures:

Witness:

Prof. (Dr.) Nandakumar kalarikkal **IIUCNN** Mahatma Gandhi University Kottayam-686 560, Kerala, India



Fr.Dr.Cherian J Kottayil Principal, MACFAST



Witness:

Sh. Biju Dharmapalan Mar Athanasios College for Advanced Studies Thiruvalla, (MACFAST), Kerala- 689 101, India