



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

### TOMS COLLEGE OF ENGINEERING

### AND

### JAICE CONTRACTING

This Agreement made and entered into on this 26 day of Jan 2021 between TOMS College of Engineering, (hereinafter called TCE) situated at Mattakara P.O, Kottayam established in 2014 and Jaice Contracting (hereinafter called " Jaice " which expression shall include its successors and permitted assignees) with its registered office at Puliyanloor.

#### 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between TCE and Jaice in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between TCE and Jaice.

#### 2. PROPOSED MODES OF COLLABORATION

TCE and Jaice propose to collaborate through

- (a) sponsoring student projects in B.Tech and Diploma at TCE.
- (b) training of Jaice personnel through Continuing Education Programmes conducted by TCE in areas of interest to Jaice.
- (c) any other appropriate mode of interaction agreed upon between TCE and Jaice.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

#### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:



- (a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- (b) **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- (c) **Third parties** - The performance of research by the Parties together with one or more third parties.

#### 4. **AGREEMENTS FOR RESEARCH COLLABORATION**

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- (a) the nature, scope and schedule of the research collaboration.
- (b) the form of the research collaboration.
- (c) the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- (d) the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- (e) other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

#### 5. **CONFIDENTIALITY**

- (a) During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- (b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,
  - is independently developed by the receiving party; or
  - is required to be disclosed by law or court order.



## 6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

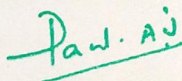
## 9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## 10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

  
on behalf of  
Director  
TOMS COLLEGE OF ENGINEERING  
MATTAKARA P.O. - 686 564  
KOTTAYAM, KERALA



on behalf of  
JAICE CONTRACTING  
For JAICE CONTRACTING  
Proprietor







## MEMORANDUM OF UNDERSTANDING

### BETWEEN

### TOMS COLLEGE OF ENGINEERING

### AND

### JAICE CONTRACTING

This Agreement made and entered into on this 18 day of March 2017 between TOMS College of Engineering, (hereinafter called TCE) situated at Mattakara P.O, Kottayam established in 2014 and Jaice Contracting (hereinafter called " Jaice " which expression shall include its successors and permitted assignees) with its registered office at Puliyanloor.

#### 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between TCE and Jaice in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between TCE and Jaice.

#### 2. PROPOSED MODES OF COLLABORATION

TCE and Jaice propose to collaborate through

- (a) sponsoring student projects in B.Tech and Diploma at TCE.
- (b) training of Jaice personnel through Continuing Education Programmes conducted by TCE in areas of interest to Jaice.
- (c) any other appropriate mode of interaction agreed upon between TCE and Jaice.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

#### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:



- ...Lentil Complex
- (a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
  - (b) **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
  - (c) **Third parties** - The performance of research by the Parties together with one or more third parties.

#### 4. **AGREEMENTS FOR RESEARCH COLLABORATION**

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- (a) the nature, scope and schedule of the research collaboration.
- (b) the form of the research collaboration.
- (c) the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- (d) the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- (e) other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

#### 5. **CONFIDENTIALITY**

- (a) During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- (b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,
  - is independently developed by the receiving party; or
  - is required to be disclosed by law or court order.



## 6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

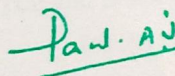
## 9. ASSIGNMENT

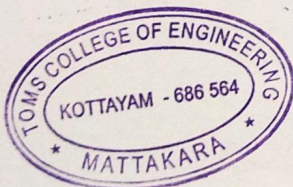
It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## 10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

  
on behalf of Director  
TOMS COLLEGE OF ENGINEERING  
KOTTAYAM, KERALA - 686 564



on behalf of  
JAICE CONTRACTING  
For JAICE CONTRACTING

Signature





**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**TOMS COLLEGE OF ENGINEERING**  
**AND**  
**EEZEE COMPUTERS**

This Agreement made and entered into on this 25 day of May 2021 between TOMS College of Engineering, (hereinafter called TCE) situated at Mattakara P.O, Kottayam established in 2014 and Eezee Computers (hereinafter called " Eezee " which expression shall include its successors and permitted assignees) with its registered office at Pala.

**1. OBJECTIVES OF THE MOU**

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between TCE and Ezee in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between TCE and Eezee.

**2. PROPOSED MODES OF COLLABORATION**

TCE and Eezee propose to collaborate through

- (a) sponsoring student projects in B.Tech and Diploma at TCE.
- (b) training of Eezee personnel through Continuing Education Programmes conducted by TCE in areas of interest to Eezee.
- (c) any other appropriate mode of interaction agreed upon between TCE and Eezee.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.



### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- (a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- (b) **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- (c) **Third parties** - The performance of research by the Parties together with one or more third parties.

### 4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- (a) the nature, scope and schedule of the research collaboration.
- (b) the form of the research collaboration.
- (c) the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- (d) the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- (e) other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

### 5. CONFIDENTIALITY

- (a) During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- (b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,
  - is independently developed by the receiving party; or
  - is required to be disclosed by law or court order.



## 6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

## 9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## 10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

Paw. AJ

Director  
TOMS COLLEGE OF ENGINEERING  
on behalf of  
KOTTAYAM, KERALA - 686 564  
TOMS COLLEGE OF ENGINEERING



on behalf of  
EEZEE COMPUTERS



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TOMS COLLEGE OF ENGINEERING**

**AND**

**EEZEE COMPUTERS**

This Agreement made and entered into on this 12 day of April 2017 between TOMS College of Engineering, (hereinafter called TCE) situated at Mattakara P.O, Kottayam established in 2014 and Eezee Computers (hereinafter called " Eezee " which expression shall include its successors and permitted assignees) with its registered office at Pala.

**1. OBJECTIVES OF THE MOU**

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between TCE and Ezee in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between TCE and Eezee.

**2. PROPOSED MODES OF COLLABORATION**

TCE and Eezee propose to collaborate through

- (a) sponsoring student projects in B.Tech and Diploma at TCE.
- (b) training of Eezee personnel through Continuing Education Programmes conducted by TCE in areas of interest to Eezee.
- (c) any other appropriate mode of interaction agreed upon between TCE and Eezee.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.



### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- (a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
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### 4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- (a) the nature, scope and schedule of the research collaboration.
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## 7. TERMS AND TERMINATION

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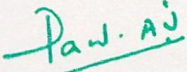
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## 10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

  
Director  
TOMS COLLEGE OF ENGINEERING  
on behalf of  
KOTTAYAM, KERALA - 686 564  
TOMS COLLEGE OF ENGINEERING



  
on behalf of  
EEZEE COMPUTERS



**Date: 01-08-2017**

**Memorandum of Understanding between Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam State**

This MoU is made on the 1<sup>st</sup> August 2017 between Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam, an institution under the APJ Abdul Kalam Kerala Technological University, Kerala mentioned hereafter TOMS College of Engineering on the other part as partners for promoting the Industry – Institute interaction activities and to help academic excellence of TOMS College of Engineering, Mattakara, Kottayam

Whereas both Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam ( hereafter called parties ) desires to carry out programmes for promoting industry – Institute interaction, herein referred to as programme, jointly with the diligence and efficiency as desired with in this MoU in conformity with appropriate administrative, financial and educational practices and implement all such plans and activities and reforms as required for the programme.

Whereas the Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam agree to enter in to industry – Institute interaction programmes and both the parties agree to enter in to an MoU with the terms as follows.

**OBJECTIVES**

The major objectives for which the parties associate with each other are:

- To effectively share the facilities and expertise for improving the capabilities for advanced education and research.
- To facilitate academic and research interactions amongst the faculty members and staff of both institutions.
- To jointly develop learning resources, teaching aids, items of experimental set up etc., for educational and development purposes.
- Collaborate to share and exchange information between both parties for mutual benefit and knowledge enhancement.
- To Conduct joint / collaborate research and consultancy.



## **THE PROGRAMME**

This MoU is to formalize joint programme activities that will help TOMS College of Engineering, Mattakara, Kottayam to enhance its Technical training capabilities, and Popular Group Cochin in achieving its industry supporting objectives. The following activities are indicative of the types contemplated through this joint program:

### **JOINT PROJECT**

Faculty and students from TOMS College of Engineering, Mattakara, Kottayam will participate in product development activities to through projects sponsored by Popular Group Cochin or through joint collaboration with Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam.

### **PARTICIPATION AND COLLABORATION**

Visits of faculty, Staff and students of TOMS College of Engineering, Mattakara, Kottayam, to Popular Group Cochin facilities for consultation, meeting, workshops, short courses will be encouraged and facilitated. In addition, consultancy tenures for abbatinal periods may be sponsored when appropriate for longer – term collaboration.

### **STUDENT INTERSHIPS AND EMPLOYMENT**

Student will be encouraged to take advantages of the opportunities that exist at Popular Group Cochin facilities to understand high technology research, development, manufacturing and marketing. Participation in programs that allow students to gain valuable and training as interns will be encouraged. However, Popular Group Cochin will have no obligation to hire the students interns from TOMS College of Engineering, Mattakara, Kottayam.

Board will also provide mentoring to students chosen in concert with TOMS College of Engineering, Mattakara, Kottayam. These students will be mentored by experienced engineers from Popular Group Cochin who may also act as their project guide and advisors.

### **COURSES, SEMINARS AND WORKSHOPS**

Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam will each other inform, and make available, on an “as available” basis, slots to personnel in short courses, lectures, workshops and seminars conducting by them covering various areas of common interest. Popular Group Cochin will support TOMS College of Engineering, Mattakara, Kottayam, in the development and co- ordination of conference and workshops in areas of mutual need and concern.



## **IMPLEMENTATION AND MONITORING**

For implementing and monitoring programme, Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam also agree that :

The interaction between Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam will be implemented by creating a co- ordination cell both at Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam.

- Each such cell will be headed by an employee nominated by the respective Head of Institution who shall be designated as Network Co – ordinator and whose main will be to execute and co – ordinate all activities envisaged under this MoU.
- Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam will constitute a Network co – ordination committee (NCC) for regular monitoring of the activities and achieving the set targets. The committee will meet at least once in six months and review the progress.
- If the activities could result in the form of publication / patent then the IPR will be with both the institutes with due percentage share agreed upon.
- Not with standing this MoU, Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam will sign separate agreement for specific projects.

## **NON – DISCLOSURE OF CONFIDENTIAL INFORMATION**

Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam also agree that they will abide by the non – disclosure of any confidential information exchanged during the programme.

## **FINANCE**

Regarding the financial arrangements during the Project Implementation, Popular Group Cochin and TOMS College of Engineering, Mattakara, Kottayam further agree to :

- Both the Institution will engage services of the existing employees for the Programme and no additional staff will be provided.
- Both the partners will utilize existing infrastructure for industry academic interaction arrangement.



- All expenses in connection with implementation and monitoring such as TA/DA, boarding /lodging and conveyance of members will be borne by the institution.

## INDEMNITY

Both parties hereby indemnify and shall keep indemnified and protected the other party and their respective officers and employees from and against any claim or actions arising out of or in any way relating to the provision and implementation of the programme as per this MoU.

## DURATION

This MoU will be active for a period of five years from the date of this Mou. It will be extended for further period by mutual consent.

## TERMINATION


Either party has the right to terminate this MoU by giving ninety days written notice to the other party.

## JURISDICTION

In the event of any dispute arising out of this MoU, the parties agree that the courts of Ernakulam, Kerala alone will have jurisdiction.

The two parties of this MoU agree to act in good faith and in a spirit of mutual understanding and accommodation to facilitate the achievement of goals set under the programme.

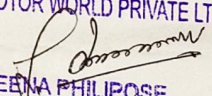
IN WITNESS WHERE OF the parties here to have caused this MoU to be signed in their respective names as of the day and year.

  
**Joby Joseph**  
 Principal  
 TOMS College of Engineering, Mattakara, Kottayam

*Principal*  
**TOMS COLLEGE OF ENGINEERING**  
*Mattakara P.O.*  
 KOTTAYAM, KERALA - 686 564



For POPULAR MOTOR WORLD PRIVATE LTD.

  
**BEEA PHILIPPOSE**  
 Manager - Human Resources  
 Popular Group  
 Cochin







# **KOOTHRAPALLIL AGENCIES & CONSTRUCTIONS**

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**TOMS COLLEGE OF ENGINEERING**

**AND**

**KOOTHRAPALLIL AGENCIES & CONSTRUCTIONS**

This Agreement made and entered into on this 04<sup>th</sup> of November 2020 between TOMS College of Engineering, (hereinafter called TCE) situated at Mattakara P.O, Kottayam established in 2014 and KOOTHRAPALLIL AGENCIES & CONSTRUCTIONS (hereinafter called " KOOTHRAPALLIL AGENCIES " which expression shall include its successors and permitted assignees) with its registered office at Aruvikuzhy.

### **1. OBJECTIVES OF THE MOU**

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between TCE and Koothrappallil Agencies in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between TCE and Koothrappallil Agencies.

### **2. PROPOSED MODES OF COLLABORATION**

TCE and Panthalanickal propose to collaborate through

- (a) sponsoring student projects in B.Tech and Diploma at TCE.
- (b) training of Koothrappallil personnel through Continuing Education Programmes conducted by TCE in areas of interest to Koothrappallil.
- (c) any other appropriate mode of interaction agreed upon between TCE and Koothrappallil.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

☎ 8086374582,9961546993

✉ koothrappallilagencies2018@gmail.com

📍 Anickadu P.O Pallickathodu, Kottayam

GSTIN/UIN:32CFXPR7991R1ZV



### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- (a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- (b) **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- (c) **Third parties** - The performance of research by the Parties together with one or more third parties.

### 4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- (a) the nature, scope and schedule of the research collaboration.
- (b) the form of the research collaboration.
- (c) the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- (d) the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- (e) other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

### 5. CONFIDENTIALITY

- (a) During and for a period of 7 years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- (b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,



- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

## 6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

## 7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 7 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

## 8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

## 9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

## 10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

*P. A. J.*  
Director

TOMS COLLEGE OF ENGINEERING

on behalf of

KOTTAYAM, KERALA - 686 564

TOMS COLLEGE OF ENGINEERING



*Marion*  
KOOTHRAPPALLIL AGENCIES  
1/276 Lourdhmatha Church Trust  
Aruvikuzhy, Pin - 686 503  
Ph: 9961546993

on behalf of

KOOTHRAPPALLIL AGENCIES & CONSTRUCTIONS





# KOOTHRAPALLIL AGENCIES & CONSTRUCTIONS

## MEMORANDUM OF UNDERSTANDING BETWEEN

TOMS COLLEGE OF ENGINEERING  
AND

KOOTHRAPALLIL AGENCIES & CONSTRUCTIONS

This Agreement made and entered into on this 22nd of August 2017 between TOMS College of Engineering, (hereinafter called TCE) situated at Mattakara P.O, Kottayam established in 2014 and KOOTHRAPALLIL AGENCIES & CONSTRUCTIONS (hereinafter called " KOOTHRAPALLIL AGENCIES " which expression shall include its successors and permitted assignees) with its registered office at Aruvikuzhy, Pallickathodu.

### 1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between TCE and Koothrappallil Agencies in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between TCE and Koothrappallil Agencies.

### 2. PROPOSED MODES OF COLLABORATION

TCE and Panthalanickal propose to collaborate through

- (a) sponsoring student projects in B.Tech and Diploma at TCE.
- (b) training of Koothrappallil Agencies personnel through Continuing Education Programmes conducted by TCE in areas of interest to Koothrappallil Agencies.
- (c) any other appropriate mode of interaction agreed upon between TCE and Koothrappallil Agencies.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

☎ 8086374582, 9961546993

✉ koothrappallilagencies2018@gmail.com

📍 Anickadu P.O Pallickathodu, Kottayam

GSTIN/UIN:32CFXPR7991R1ZV



### 3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- (a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- (b) **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- (c) **Third parties** - The performance of research by the Parties together with one or more third parties.

### 4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- (a) the nature, scope and schedule of the research collaboration.
- (b) the form of the research collaboration.
- (c) the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- (d) the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- (e) other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

### 5. CONFIDENTIALITY

- (a) During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- (b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
  - is already known or become known to the receiving party
  - is received from a third party having no obligations of confidentiality to the disclosing party,



- is independently developed by the receiving party; or
- is required to be disclosed by law or court order.

#### 6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

#### 7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

#### 8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

#### 9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

#### 10. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

*P. V. A. J.*  
Director

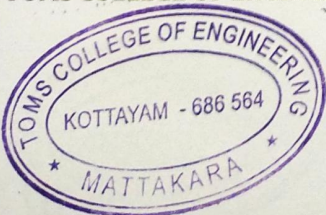
TOMS COLLEGE OF ENGINEERING

MATTAKARA

KOTTAYAM - 686 564

On behalf of

TOMS COLLEGE OF ENGINEERING



*Shreshth*

KOOTHRAPALLIL AGENCIES  
1/276 Lourdmatha Church Trust  
Aravikuzhy, Pin - 686 503  
Ph: 9961546993

on behalf of

KOOTHRAPALLIL AGENCIES & CONSTRUCTIONS



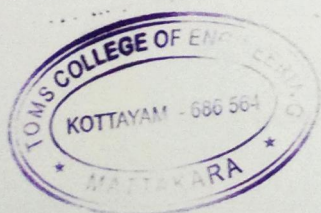
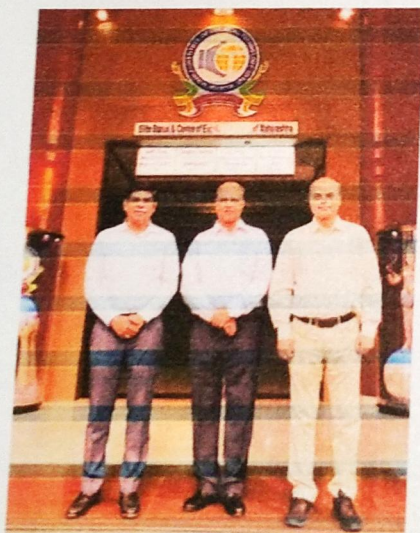
## MEMORANDUM OF AGREEMENT

Institute Of Chemical Technology (ICT)  
Mumbai

Department of Chemical Engineering, TOMS  
College of Engineering (TOMS), Kottayam



ICT Mumbai and Department of Chemical Engineering, TOMS COLLEGE OF ENGINEERING, MATTAKARA, KOTTAYAM has signed a MOU in May 2017 to April 2022 with the objectives to establish a mutually beneficial relationship based on academic and scientific cooperation between the two institutes in collaborative programs and other academic exchanges, such as, facilitating joint collaborative research works between students, faculty, and staff, organize joint seminar, conference, colloquium, and other academic and outreach programs through visits and online seminars. Both institutions shall endeavor to exchange relevant information in academic matters.



*Paw. Aj*

Director  
TOMS COLLEGE OF ENGINEERING  
Mattakara P.O.  
KOTTAYAM, KERALA - 686 564





**THE FERTILIZERS AND CHEMICALS TRAVANCORE LTD**

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**THE FERTILIZERS AND CHEMICALS TRAVANCORE LIMITED DUDYOGAMANDAL**

**AND**

**DEPARTMENT OF CHEMICAL ENGINEERING**

**TOMS COLLEGE OF ENGINEERING  
KOTTAYAM**

**FOR THE YEAR**

**2019-22**



## **MEMORANDUM OF UNDERSTANDING**

This Agreement made and entered into on this 13<sup>th</sup> day of May 2019 between **Department of Chemical Engineering, TOMS College of Engineering**, (hereinafter called TCE) situated at Mattakara P.O, Kottayam established in 2014 and **THE FERTILIZERS AND CHEMICALS TRAVANCORE LIMITED** (hereinafter called "FACT" which expression shall include its successors and permitted assignees) with its registered office at UDYOGAMANDAL

### **1. OBJECTIVES OF THE MOU**

The objective of this Memorandum of Understanding is:

- (a) to promote interaction between TCE and FACT in mutually beneficial areas.
- (b) to provide a formal basis for initiating interaction between TCE and FACT

### **2. PROPOSED MODES OF COLLABORATION**

TCE and FACT propose to collaborate through

- (a) sponsoring student projects in B.Tech and Diploma at TCE.
- (b) training of FACT personnel through Continuing Education Programmes conducted by TCE in areas of interest to FACT
- (c) any other appropriate mode of interaction agreed upon between TCE and FACT

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

### **3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS**

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- (a) **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.



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(c) **Third parties** - The performance of research by the Parties together with one or more third parties.

#### 4. **AGREEMENTS FOR RESEARCH COLLABORATION**

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

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- (c) the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
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- (b) The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
  - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.



- is already known or become known to the receiving party
- is received from a third party having no obligations of confidentiality to the disclosing party,
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- is required to be disclosed by law or court order.

## **6. NON-EXCLUSIVITY**

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## **7. TERMS AND TERMINATION**

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## **8. RELATIONSHIP**

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

## **9. ASSIGNMENT**

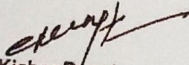
It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.



**10. SIGNED IN DUPLICATE**

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

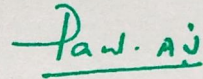
BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.



**Shri. Kishor Rangta**

**CHAIRMAN & MANAGING DIRECTOR**  
On behalf of FACT LTD

Dated 13.05.2019



**Director**

**TOMS COLLEGE OF ENGINEERING**

Mattakara P.O.  
KOTTAYAM, KERALA - 686 564

**TOMS COLLEGE OF ENGINEERING**

