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MEMORANDUM OF UNDERTAKING

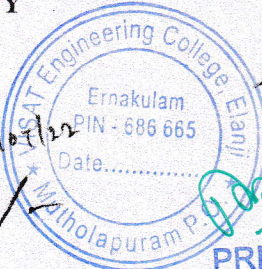
Between

MSME-Technology Development Centre (PPDC), Ettumanoor

And

VISAT Engineering College, Ernakulam

Parties: This Memorandum of Undertaking (hereinafter referred to as "MOU") is made and entered into by and between **MSME-Technology Development Centre(PPDC), Ettumanoor** whose address is MSME TDC (PPDC), Industrial Estate, Neendoor road, Ettumanoor, Kottayam(Dt), Kerala 686631, hereinafter referred to MSME-TDC (PPDC) as **FIRST PARTY**, and **VISAT Engineering College, Ernakulam**, whose address is VISAT Engineering College, Vijnan Nagar, Nelloorupara, Mutholapuram Post, Elanji, Ernakulam, Kerala 686665, hereinafter referred to VISAT as **SECOND PARTY**



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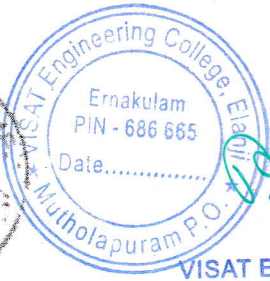
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MSME - TDC (PPDC)

PRINCIPAL ETTUMANOOR VENDOR
VISAT ENGINEERING COLLEGE VENUGOPAL
Annited to AKU AKT University
Elanji, Ernakulam - 686 665 No. 6980 / 93 / 2022

1. Purpose: The purpose of this MOU is to establish the terms and conditions under which MSME-TDC (PPDC) will use classrooms in the premises of VISAT, Ernakulam for conducting the employment enhancement and entrepreneurship development training and certification programs for aspirants of VISAT, Ernakulam.
2. Term of the MOU: This MOU is effective upon the day and date last signed and executed by the duly authorized representative of the parties to this MOU and shall remain in full force and effective till the end of the training conducted by MSME-TDC (PPDC) or VISAT in collaboration with MSME-PPDC. This MOU may be terminated, without cause, by either party upon one month through written notice, which shall be delivered by hand or by certificate, mail to the address listed above.
3. VISAT, Ernakulam agrees to provide the following facilities
 - Classrooms or Lectures halls with Public Addressing System
 - Shall Provide the list of students who have signed up for the courses, as and when the students' registrations are completed.
 - Shall provide the attendance report, for all the students, once in a fortnight.
4. MSME-TDC (PPDC) agrees to provide certification for all the joint training courses (on employment enhancement/ entrepreneurship/ management and technical topics) that may be organised in collaboration with VISAT.
5. Selection of appropriate training programmes, arranging resource persons for training, course design, co-ordination, conduct and evaluation of training will be done by both MSME-TDC (PPDC) and VISAT
6. VISAT along with MSME-TDC (PPDC) shall review the progress of the course/training sessions, once in a month, at a time that is mutually convenient to both.
7. Provision of resource materials- teaching notes, course material and relevant software required for the program delivery by MSME-TDC (PPDC) or VISAT shall

P. L. ...
18/02/22



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be decided based on the nature of training that is mutually convenient to both, on case to case basis.

8.VISAT shall facilitate the registration and shall collect the course fee from the participants directly.

9.VISAT shall provide necessary infrastructure facilities and administrative support. Expenditures on honorarium payments to external faculty, resource persons and all other incidental expenses like publicity, stationery items, refreshments shall be incurred by VISAT for the training programmes jointly organised by MSME-TDC (PPDC) and VISAT.

10.Appropriate course fee per candidate shall be fixed jointly by both the parties.

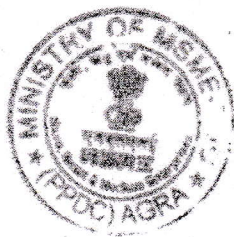
11.VISAT is free to extend the course to all the departments to the campus, MSME-TDC (PPDC) shall extend all the support required for the course delivery.

12.Classes will be conducted during working hours or evening hours (post 4 pm), Monday to Friday, and if required during the weekends or weekdays, as mutually agreed between VISAT and MSME-TDC (PPDC).

13.General Provisions

- A. Amendments: either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all both parties to this MOU.
- B. Entirety of agreement: This MOU consisting of 3 pages represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representation and agreements whether written or oral.
- C. Severability, should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full

*Principals
2/10/22*



[Signature]
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force and effect, and either party may renegotiate the terms affected by the severance.

14. The First party shall indemnify the second party and hold it harmless against VISAT, costs, expenses, losses, damages and any other liabilities incurred as a result of failure to observe and perform the obligations pursuant to this MOU.

15. On failure or shortage in the agreed payment, both the parties are free to cancel this MOU with immediate effect by giving notice to the other party.

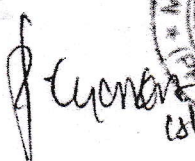

16. Signatures: In witness whereof, the parties to this MOU through their duly authorized representatives have executed the MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

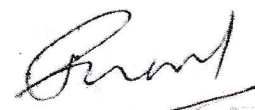


17. This Memorandum of Understanding will be valid for a period of one academic year - 2022-23 and may be extended beyond with mutual consent.

ARBITRATION:

"This MOU and the performance here under shall be constructed, governed and interpreted in accordance with the laws of India. Any dispute, differences between the parties arising out of or in connection with this MOU shall be settled amicably by the parties themselves, if possible, failing which the same shall be settled through Arbitration. The Arbitration panel shall consist of a sole arbitrator appointed with the amicable consent of both the parties. Such Arbitration shall be conducted in Kottayam. The proceedings of Arbitration shall be in English. Any award shall be a reasoned award and shall be in writing. The decision of the arbitrator shall be final".

The effective date of this MOU is the date of the signature last affixed to this page.



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(Affiliated to APJ AKT University)
Elanji, Ernakulam - 686 666




Rajesh Kumar
18/07/2022

(For MSME-TDC(PPDC))

Name: Rajesh Kumar

Designation: Assistant Director

Extension Centre- Ettumanoor

MSME-TDC(PPDC), Ag

Pramod Nair

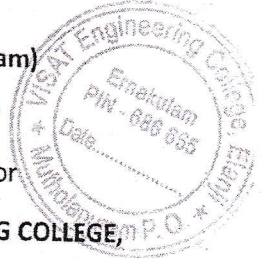
(for VISAT, Ernakulam)

Name: Pramod Nair

Designation: Director

VISAT ENGINEERING COLLEGE,

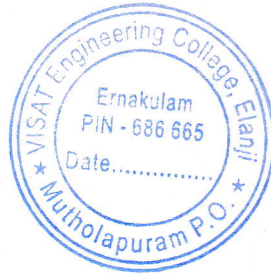
Elanji, Ernakulam



Witness:

1. *Rajesh Kumar*
18/07/2022

2. *Pramod Nair*
18/07/2022



Pramod Nair

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