



കേരളം KERALA

BU 350352

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into existence on 27th June 2019, between the Department of Computer Science & Applications, St.Mary's College,Thrissur (hereinafter referred to as the 'First Party')

and

Tenderwoods Solutions Pvt. Ltd , Opp. Popular Megamotors OffSeaport Airport Rd, Kalpadamagal, Cusat P O, Ernakulam (hereinafter referred to as "Second Party" or company)

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

(i) Department of Computer Science & Applications, St.Mary's College,Thrissur

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

ROSY. K. JOSE
VENDOR No. 44
M.O. ROAD, THRISUR

no 14155 vlsd

TENDER WOODS SOLUTIONS

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Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest. BU 350353

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- E) Tenderwoods Solutions Pvt. Ltd., Opp. Popular Megamotors OffSeaport Airport Rd, Kaipadamugal, Cusat P O, Eranakulam, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of *Software Development, Graphic Designing, Website development* and related fields
- F) Tenderwoods Solutions Pvt. Ltd., Opp. Popular Megamotors OffSeaport Airport Rd, Kaipadamugal, Cusat P O, Eranakulam, the Second Party is promoted by Mr. Jobin C S and group.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to

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5.1 it is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be constructed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

First Party

Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Thrissur.

AGREED:

For the first party:

Signature:

Name:

Designation:

Witness:

1. Dr. Sr. Meena K cheruvathur
2. Batsy Chacko



For the second party:

Signature:

Name:

Designation:



ENGINWOODS SOLUTIONS PVT. LTD

Jobin C S

JOBIN C S

CEO, MD