

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on this 7th day of August 2018 between Christ College (Autonomous), Irinjalakuda having its registered office at (Christ College (Autonomous), Irinjalakuda Campus , Thrissur), (Hereinafter referred to as “**Christ College(Autonomous) , Irinjalakuda**” which expression shall unless repugnant to its context shall mean its successor and permitted assign) of the FIRST PARTY.

Nexus Academy of Excellence having its Registered Office at Nexus Academy, 8th Floor, Crown Tower, Thrissur 680001, (hereinafter referred to as NEXUS ACADEMY OF EXCELLENCE ” which expression shall unless repugnant to its context shall mean its successors and permitted assign) of the SECOND PARTY.

The institution under the **Christ College(Autonomous), Irinjalakuda** endeavours at imparting quality education in the field of Arts, Science and Technology to all the sections of the society, an College providing an entire suite of courses.

NEXUS ACADEMY OF EXCELLENCE is an Information Technology & Automation Company offering a wide range of services and solutions in India. The range of services includes Systems Design and Software Development, Systems Engineering, Hardware Engineering in IoT/Robotics and Education and Training.

The **Christ College(Autonomous), Irinjalakuda** and NEXUS ACADEMY OF EXCELLENCE wish to join together to organise IT related training with the aim to spread proficiency in Information Technology and provide to the students of the **Christ College(Autonomous), Irinjalakuda** an industry orientation and experience through NEXUS ACADEMY OF EXCELLENCE.

This Memorandum of Understanding is entered upon on mutually agreed terms and conditions with the aim of bridging the gap between the requirements of trained IT manpower in the industry and the current availability. This MoU is designed to provide a platform to offer IT related Training as required to the students of the **Christ College(Autonomous), Irinjalakuda** at a customised price, Please Refer **Annexure A** for more details.

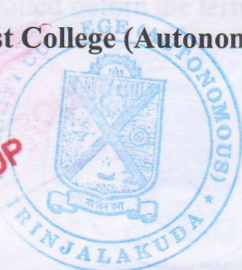
The responsibility of Nexus Academy Of Excellence and **Christ College(Autonomous), Irinjalakuda** is detailed in the following paragraphs.


RESPONSIBILITIES Nexus Academy Of Excellence

- NEXUS ACADEMY shall depute the required faculty for the courses offered to Christ College (Autonomous), Irinjalakuda
- The theoretical and practical sessions shall be handled by the faculty from NEXUS ACADEMY
- The final graded / participation certificate shall be issued by NEXUS ACADEMY, to the students who have undergone and successfully completed the courses.
- Students who wish to get Certification from STED COUNCIL should register to the course provided by STED COUNCIL . The grading will be done by STED COUNCIL upon conducting examination
- Training venue will be at Christ College (Autonomous), Irinjalakuda, Thrissur

RESPONSIBILITIES OF Christ College (Autonomous), Irinjalakuda


DIBIN D MUTTICKEL
M.TECH (CSE)
CEO, NEXUS GROUP




Assistant Professor-
In-charge of Principal
Christ College (Autonomous)
Irinjalakuda

- **Christ College (Autonomous), Irinjalakuda** shall appoint "single point contact" from the college who will be the coordinator for the course(s) conducted by NEXUS ACADEMY.
- The Christ College (Autonomous), Irinjalakuda will be responsible for collection and payment of the course fee from the students to NEXUS ACADEMY OF EXCELLENCE.
- **Christ College (Autonomous), Irinjalakuda** shall be finalising the student list.

FINANCIAL TERMS AND CONDITIONS

The course fees shall be as per the rate structure mentioned in **Annexure A**. The schedule of the payment terms is included in the **Annexure A**.

VALIDITY OF THE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall remain in force for a period of one (1) year from this date and can be terminated by either party by giving a notice of 3 months.

FORCE MAJEURE

In the event of non-fulfilment of the terms and conditions of this MoU due to any reasons of force majeure neither the **Christ College(Autonomous), Irinjalakuda** nor Nexus Academy Of Excellence shall be held for any loss or consequential losses.

Any lack of understanding of the clauses of this Memorandum of Understanding and the spirit behind the implementation of this MoU will be resolved by mutual discussions between the designated representatives of both sides.

LIMITATION OF LIABILITY

Notwithstanding anything to the contrary in the Agreement, in no event shall either Party be liable, whether in contract, tort, or otherwise, for special, punitive, indirect or consequential damages, including, without limitation, loss of profits or revenues arising under or in connection with this Agreement even if such Party has been advised in advance of their possibility.

AMENDMENT

No amendment to this agreement is valid unless signed by a person duly authorized by the parties.

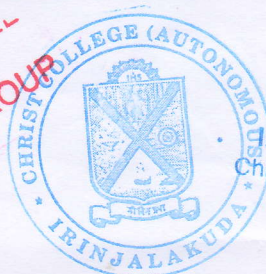
TERMINATION:

Each party shall have the right to terminate this Agreement, by a prior notice of 3 Months in writing to the other party upon the occurrence of any of the following events:

- If either party commits any wilful breach of any terms stipulated in this Agreement and has failed to rectify the same within the notice period of 30 days, the party shall be responsible for conducting the training for the students enrolled before the termination of the contract.

[Handwritten signature]

M.TECH (CSE)
CEO, NEXUS GROUP



[Handwritten signature]
Assistant Professor-
In-charge of Principal
Christ College (Autonomous)
Irinjalakuda

On the expiry or termination of this Agreement, all rights and obligations of the parties shall automatically terminate except; -for such rights of actions that have accrued prior to such termination and any obligations, which expressly or by implication are intended to come into or continue in force.

DISPUTE RESOLUTION


In case any disputes arise out of the contract the party shall try to negotiate the same within 30 days of such dispute. In case the matters remain unresolved the same shall be referred to the Arbitration and Conciliation Act, 1996 after giving the notice of such reference to the other party. The Arbitral Tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and both the arbitrators shall appoint the presiding arbitrator with mutual consent. The venue of the Arbitration shall be New Delhi and the language preferred will be English. The award of the Arbitral Tribunal shall be final and binding on the parties.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and the courts of Ernakulam shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this agreement. In witness of the above, both parties set their hands to this MoU on the date mentioned hereinbefore.


DIBIN D MUTTICKER
M.TECH (CSE)
CEO, NEXUS


NEXUS ACADEMY OF EXCELLENCE


Assistant Professor-
In-charge of Principal
Christ College (Autonomous)
Christ College(Autonomous), Irinjalakuda

Name: DIBIN D. MUTTICKER
Dated: 08 AUG 2018
Place: Thrissur , Kerala

Name: Fr. Dr. Jolly Andrews
Dated : 08 AUG 2018
Place: Thrissur , Kerala



Annexure A

Terms and Conditions:

- Duration of the course, inclusive of theory, lab and evaluation hours and course fee.

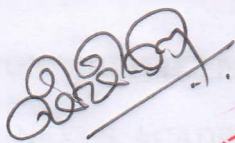
| Courses | Duration (Hrs) | Fees Per Student |
|---|----------------|------------------|
| Certification Course in Android Programming(Android Studio) | 65 | 6000 |

Payment Terms


| Payment Milestone | Percentage of Amount Payable |
|------------------------------------|------------------------------|
| Commencement of the Course | 50 % |
| End of completing 30 Hours Class | 25 % |
| End of Completing entire programme | 25 % |

System Requirement:

Windows installed system or Ubuntu installed system with permission to download libraries .



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