



കേരളം KERALA

DM 561308

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 10th day of January Two Thousand Twenty-Three (10/01/2023),

BETWEEN

Korambayil Ahamed Haji Memorial Unity Women's College, Manjeri, the First Party represented herein by the Principal/ Authorized Person (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

M/s. PROMINENT, the Second Party, and represented herein by its Managing Partner, Mr. Anoop R, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and as signs).

M. S. 10/01/23
PRINCIPAL
 Korambayil Ahamed Haji Memorial Unity Women's College, Manjeri

PROMINENT
 Managing Partner
 Second party

NO: 175
 VALUE: 100
 NAME: Principal KAHH Memorial women college
 AMSOM: Manjeri
 TALUK: Erand
 DATE: 01.04.23
 AG. M.C. VENDOR

KORAMBAYIL AHAMED HAJI MEMORIAL UNITY WOMEN'S COLLEGE
 MANJERI P.O
 MALAPPURAM (D)

STAMP DENSITY
 31 MAR 2023



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DM 561306

WHEREAS:

- a) First Party Korambayil Ahamed Haji Memorial Unity Women's College, Manjeri, Narukara-PO, Malappuram, Kerala, India-676122, a Govt. aided Arts and Science College affiliated to the University of Calicut and accredited by NAAC with B++ grade, the first women's educational institution in the field of higher education in Malappuram district in Kerala, known for its academic excellence and research Potential.
- 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 to build up a sustainable society by upbringing underprivileged students of our society.
- c) The Parties intent to cooperate and focus their efforts on cooperation for the Skill Based Training Program proposed by Department of Physics of first party.
- d) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.

For PRINCIPAL
[Signature]
 Managing Partner

PRINCIPAL
 Korambayil Ahamed Haji
 Memorial Unity Women's
 College, Manjeri

NO. 173
 VALUE 100
 NAME: Principal KAHM Unity Women college
 AMSOM: Narukara
 TALUK: Erand
 DATE: 01-04-22
 AG. M.C. VENDOR
 MANJERI SINDU - P *[Signature]*



e) M/s. PROMINENT, the Second Party is promoted by Mr. Anoop R (Managing Partner, PROMINENT); working in the field of Product Designing, Manufacturing and Trading of Electronic-Scientific Instruments, Skill Development, Technical Training and R&D Services in the fields of - *Scientific Electronic Instruments, Solar Products & Consumer Products*. in the address: **Prominent, XVII/540J, GroundFloor, ManadArcade, KalkancheryPO Ulliyeri-Quilandy Route, Mundoth, Kozhikode , Kerala PIN:673323.**

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 expertise of First Party providing significant inputs to them in developing sustainable and suitable training modules, keeping in mind the needs of the society and industry, the Second Party.

Mr
10/10/23
First party **PRINCIPAL**
Korambayil Ahamed Hali
Memorial Unity Women's
College, Manjori



1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

2. Students especially youth play a key role in technological up-gradation, innovation and competitiveness of an industry. First party is providing quality education for women empowerment. First party is propagating the message of non-discrimination so as to fulfill the dreams like freedom and equality for women through education. It is the first women's educational institution in the field of higher education in Malappuram district in Kerala. Training programs are to be designed to build-up confidence, to develop vision and to set goals in their life. Both parties believe that close co-operation between the two would be of major benefit to the student community especially from remote villages to enhance their skills and knowledge.

2.1 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

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PRINCIPAL
Korambayil Ahamed Haji
Memorial Unity Women's
First party College, Manjori



2.2 Industrial Training & Visits: Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the students and trainers of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to trainers and students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs /Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.

2.3 Skill Development Programs: Second Party agrees to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready for which full/partial fee concession will be provided as suggested by the first party.

2.4 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.

2.5 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

2.6 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein

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10/01/23

First party
PRINCIPAL
Korambayll Ahamed Hajj
Memorial Unity Women's
College, Manjeri



2.7 There is no financial commitment on the part of the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3: INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4: VALIDITY

4.1 This Agreement will be valid for three years or until it is expressly terminated by either Party on mutually agreed terms, during which period M/S Prominent, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of, M/S Prominent, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligation.

[Handwritten signature]
10/10/23

PRINCIPAL

First party Karambayil Ahamed Heff
Memorial Unity Women's
College, Menjeri

For **PROMINENT**

[Handwritten signature]
Managing Partner

Second party



CLAUSE 5: RELATIONSHIP BETWEEN THE PARTIES

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 construed 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.

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 Kerala.

First party

MU
20-11-23
PRINCIPAL
Korumbayil Ahamed Haji
Marjoriel Unity Women's
College, Marjori

Second party

For **PROMINENT**
Shaykh
20-11-23
Managing Partner
PROMINENT
PERFECT SOLUTION



AGREED:

For K.A.H.M. Unity Women's College, Manjeri

For M/s. PROMINENT

[Signature]
PRINCIPAL
Korombayil Abameed Halal
Memorial Unity Women's
College, Manjeri

For **PROMINENT**

[Signature]
Managing Partner



Authorized Signatory



K.A.H.M. Unity Women's College, Manjeri	M/s. PROMINENT
Narukara-PO, Manjeri, Malappuram, Kerala-676122	XVII / 540 J Manad Arcade Kakkanchery P.O. Ulliyeri, Kozhikode, Kerala
e-mail: info@unitywomenscollege.in	e-mail: prominent2011@gmail.com
web: www.unitywomenscollege.in	web: www.prominentinfo.com

Witness1:

Rasheed-k.c
Fathima Arabarack
Erannjalam
Kozhikode

[Signature]
10/01/23

Witness2:

Sabeer V
Asst Professor of Physics
K.A.H.M. Unity Womens College

[Signature]
10/01/23