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AGREEMENT

This Agreement is entered into on this 25th day of January, 2023 by and between: Additional Skill Acquisition Programme Kerala, a Section 8 Company under Higher Education Department, Government of Kerala represented by Mr. Francis T V, State Coordinator Polytechnics, having its office at 3rd Floor, Trans Towers, Vazhuthacaud, Thiruvananthapuram, 695014 (hereinafter called as "ASAP Kerala") which expression shall, unless repugnant to the context or meaning thereof, shall include its successors and permitted assigns of the FIRST PARTY.

Name, registration no: of College Government Polytechnic College Perumbavoor represented by Dr. Aiju Thomas, Principal having its registered office at Perumbavoor, Ernakulam, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the SECOND PARTY.



Dr. PREETHI NAIR
Drawing and Disbursing Officer
Sree Sankara College, Kalady

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Francis T V
Francis T V

Aiju Thomas
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GOVT. POLYTECHNIC COLLEGE
PERUMBAVOOR
KOOVAPPADY - 683 544



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SreeSankara college Kalady

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AND

Sree Sankara College, Kalady represented by Dr. Preethi Nair, Principal having its registered office at Sankar Nagar Mattoor, Kalady which expression shall unless repugnant to the context or meaning thereof mean and include its successors and assigns of the THIRD PARTY;

ASAP Kerala, Government Polytechnic College Perumbavoor, and Sree Sankara College, Kalady are hereinafter referred to singly as "Party" and jointly as "Parties".

The Parties have mutually agreed to enter into this agreement to record the terms and understanding between the Parties and the manner in which the Parties wish to combine their efforts and collaborate with each other.

NOW, THEREFORE, the Parties hereby record the terms of their understanding as follows:

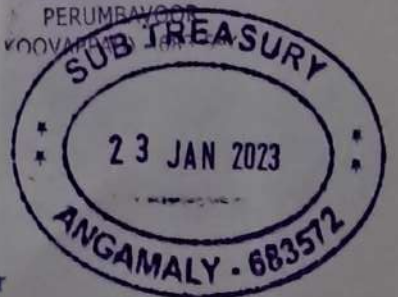


Dr. Preethi Nair
Principal

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Sree Sankara College, Kalady



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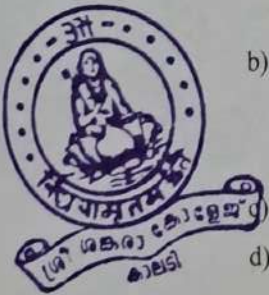
1. SCOPE OF AGREEMENT

- a) The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to Industry on Campus (hereinafter referred as 'IoC') at **Government Polytechnic College, Perumbavoor**
- b) First Party has provided high-end instruments and machineries to the Second Party as part of its IoC program for the purpose of carrying out production training for students of Second Party thereby promoting 'Earn While You Learn' campaign of the First Party for the students, resulting in first-hand work experience and in this manner endorsing self-reliance amongst students. For the said purpose, First Party has collaborated with the Third party for carrying out **Arduino training for students from** Third Party through Second Party under the IoC Program.
- c) The Project has the following purpose Provide training for Arduino programing and interfacing.
- d) Detailed Scope of the Project: To familiarise students from Arts and Science colleges about programmable devices like Arduino Nano, Arduino Uno, Node MCU, Serial communication, Bluetooth communication and basics of robotics etc
- e) Project delivery Schedule: 30 hrs hands on training at computer lab of GPTC Perumbavoor

2. OBLIGATIONS OF ASAP KERALA (First Party)

In addition to and not in derogation or substitution to any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this agreement, ASAP Kerala shall at its own cost and expense observe, undertake and comply the following obligations:

- a) Shall manage accounts and transactions of IoC related to the project in consultation with the Management Committee of Second Party.
- b) Shall assign a Programme Manager for assisting the concerned officials of the polytechnic for organizing, coordinating, executing and monitoring all the activities of IoC.
- c) Shall conduct periodic reviews for the timely completion of the project.
- d) Shall take appropriate measures to address the grievances/issues, if any, related to the project.



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3. OBLIGATIONS OF Government Polytechnic College Attingal. (Second Party)

In addition to and not in derogation or substitution to any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this agreement, the Second Party shall at its own cost and expense observe, undertake and comply the following obligations:

- a) Shall ensure the availability of the required facilities, infrastructure for the effective implementation of the project.
- b) Shall convene the Management Committee for approval of the Project.
- c) Shall assign experienced faculty as well as suitable students for various roles of the project.
- d) Shall assign a Project Officer who shall be responsible for organizing, coordinating, executing and monitoring all the activities for the effective implementation of the project.
- e) Shall supervise and monitor all the activities related to the project.
- f) Shall provide necessary data and information to the First Party for maintaining the book of accounts.
- g) Shall manage and regulate external and internal flow of production if applicable.
- h) The equipment supplied by ASAP Kerala and raw materials supplied by Industry shall be taken into the stock register.
- i) Shall ensure the quality of the products/training in relation to the project.
- j) Shall ensure full participation and such other support for the successful implementation of the project as required by First Party.

4. OBLIGATIONS OF Sree Sankara College, Kalady (Third Party)

- a) Shall issue expression of interests to the Second Party with detailed description of curriculum if any.
- b) Adequate orientation shall be given to the Project officer of the Second Party and the selected students before the commencement of the Project.
- c) Shall visit and check the progress of the training program in regular intervals
- d) Shall ensure the coordination with the First Party and the Second Party till the Project completion
- e) Shall process and release the payment within 30 days upon receipt of the invoice raised by the First Party as per the payment milestones referred below in clause 5 of this agreement.



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5. PAYMENT TERMS

5.1 Payment to First Party by Third Party

- i. The payment to First Party by the Third Party will be released in the following instalments

Sl. No	Milestone	Instalment
1	100% as advance before commencement of trading program	N.A

5.2 Revenue sharing by First Party in the Project

Production: The First Party will release the payments to the concerned parties as per the following manner:

Milestone	Payment to students of Second Party	Payment to faculty of Second Party	Payment to Second Party	Payment to First Party
On the Completion of project	70% of the profit	10% of the the profit	10% of the profit	10% of the profit

6. VALIDITY & RENEWAL

- a. This Agreement shall be effective from the date of signing the agreement and is valid for a period of 1 year from the date of signing.
- b. This Agreement will be reviewed one month before the end of the Term or at a time mutually agreed by the Parties for possible renewal. Any of the Parties may terminate this agreement at any time by giving the other Parties notice of at least 30 calendar days in writing. In the event that this Agreement is terminated, a Party is in possession of any equipment, materials, documents, intellectual property, data or other information ("Items") that are the property of any of the other Parties, then the Party must promptly



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return all Items to the other Party, or destroy any Items if directed to do so by the other Party.

In the event of Termination, Parties shall be entitled to receive the pro rata Revenue share, if any applicable until the last date of termination.

7. OTHER COVENANTS

6.1 a. Representations: Parties represents and warrants to have full right and legal capacity to execute and fully perform this Agreement and that there are no claims, actions or litigation, either pending or threatened, which will or may in any way limit, restrict, impair or interfere with this Agreement.

b. Neither Party shall represent the other Party in any manner. This agreement does not give any authority to any of the Parties to represent or exercise opinion or decision, on behalf of the other Parties unless a written consent is received.

6.2 Successors and Assigns: The provisions of this agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and its connected persons, affiliates, provided that no rights or obligation herein shall be assigned by the parties without the prior written consent of the other Parties.

6.3 Indemnity: The Parties hereby undertakes to indemnify and keep each other Party unconditionally, and its connected persons, affiliates, and their respective employees and agents indemnified against all losses which they may suffer or incur arising from:

- a) Any breach of its respective representations, warranties, covenants, undertakings, or obligations under this agreement; or
- b) Non-fulfilment of or failure to perform any covenant, obligation, agreement or undertaking contained in this agreement

Third Party further agrees to indemnify other parties from any claims, liability, arising from delivery of the Project.

6.4 Non- Disparagement: The Parties shall not, at any time during the term of this agreement and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the other Parties, its connected persons, affiliates, its partners or the staff of any other Party or any of its connected persons, subsidiaries or



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affiliates or their respective officers, directors, employees, advisors, businesses or reputations. This provision as aforesaid and the non-disparagement obligation as mentioned in this agreement shall survive the termination of this agreement.

6.5 Exclusivity: Nothing contained herein shall restrict the right of the Parties to enter into negotiations, business arrangements, partnerships, agreements, and the like with third parties of its choice so long as such business arrangements, partnerships, agreements, and the like do not affect the performance of the obligations of the respective parties under any definitive agreement/s the parties shall enter into and as may have been envisaged under this agreement. Nothing contained in this agreement shall restrict either Parties from offering same or similar programmes elsewhere, adhering to the norms if applicable.

6.6 Relationship: It is agreed between the Parties that nothing in this agreement shall be deemed to create a partnership, joint venture, or agency relationship between the Parties. No relationship of employer and employee is created between the Parties and / or any person engaged by the Parties.

6.7 Publicity: All materials intended to publicize the initiatives and activities resulting from the Parties discussions will be approved by all Parties prior to release. Upon the other Party's prior written consent (which may be via email), respective Party may use the other Party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features in presentations, marketing materials, and website listings for the purpose of publicizing the initiatives and activities resulting from this Agreement. No Party may acquire any right, title or interest in any other Party's trademarks under this Agreement and no Party shall use the trademarks of the other Party without prior written consent.

6.8 Amendment and Waiver: No Amendment for change hereof or addition hereto shall be effective or binding on the Parties hereto unless set in writing and executed by the respective duly authorized representatives of the Parties hereto. Further, any waiver of any of the terms hereof shall be valid if made by mutual consent of the Parties.

6.9 Confidentiality: The Parties hereby acknowledge and agree that in connection with this Agreement, they shall have access to information that is confidential and/or commercially valuable to the other Party ("Confidential Information").

The Parties hereby acknowledge and agree that they may be both the receiving party in relation to some Confidential Information ("Receiving Party"), and the disclosing party



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in relation to some other Confidential Information ("Disclosing Party"), and that the terms of this Agreement may apply to a Party as both a Receiving Party and as a Disclosing Party, as the context so provides.

For the purpose of this Agreement, Confidential Information may include but is not limited to:

- a) information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise);
- b) any information derived from any other information which falls within this definition of Confidential Information; and
- c) any copy of any Confidential Information.

But does not include information which:

- a) was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Agreement or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation);
- b) is, or becomes, publicly available, through no fault of the Receiving Party;
- c) is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure;
- d) is provided to the Receiving Party by the Disclosing Party and is marked "Non Confidential"; or
- e) is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so how far it is possible to prevent or restrict such enforced disclosure.

In relation to any Confidential Information:

- a) the Receiving Party shall keep the Confidential Information confidential and secret.
- b) the Receiving Party shall only use the Confidential Information for the purpose of working in good faith on the Project in accordance with this Agreement.



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c) the Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of confidentiality, is assisting with the Project, and needs to have the Confidential Information in order to assist with the Project.

If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that it is not Confidential Information.

Each Party's respective obligations of confidentiality under this clause will survive the termination or expiration of this Agreement and will continue after Parties ceases to participate in the Project.

6.10 Implementation: The responsibility for the implementation of activities pursuant to the framework established by this Agreement lie with the Parties, each of which has designated a representative. By written notice or e- mail to the other Parties, each Party may designate different or additional persons as its representatives.

6.11 Ownership of Materials/Intellectual Property: Each Party acknowledges and agrees that the other Parties owns the intellectual property rights that they owned or controlled prior to or created separately during but unrelated to this Agreement, including any modifications thereto. Any work by the Parties resulting in the creation of new intellectual property will be governed by the applicable Definitive Agreement(s) that addresses intellectual property ownership. No right or license is granted to Parties or its affiliates under this Agreement to any Confidential Information, know-how, or other intellectual property right owned or controlled by the other Party or such other Party's affiliates.

Except for rights expressly granted under this agreement,

1. nothing in this agreement will function to transfer any of the party's Intellectual Property rights to the other party, and
2. each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement

Pre-existing Intellectual Property: Except for rights expressly granted under this agreement, each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.



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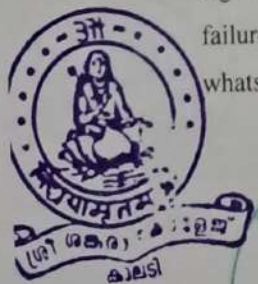
Independently Developed Intellectual Property: Any Intellectual Property developed solely by a party under this agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.

Jointly Developed Intellectual Property: In the event that the parties jointly develop Intellectual Property, the parties will engage in good faith negotiations to establish their respective rights. In the event the parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.

6.12 No other Rights Granted: Nothing in this Agreement is intended to grant any rights under any patent, copyright or other intellectual property rights of any Party in favour of the other, nor shall this Agreement be construed to grant any Party any rights in or to the other Party's Confidential Information, except the limited right to use such Confidential Information in connection with the Project under this Agreement.

6.13 Force Majeure: If the performance of any obligations by any Party as specified in this agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything contained hereinabove, the Party affected shall be excused from its performance to the extent of such performance related to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this article "Force Majeure" means and includes fire, explosion, cyclone, floods, war, revolution, blockage, pandemic or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

6.14 Disputes: Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this agreement shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third Party. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by the Party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled, shall be



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referred to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint an Arbitrator. The place of Arbitration shall be Thiruvananthapuram. The language for Arbitration shall be English. The provisions of this clause shall survive the termination of this Agreement.

6.15 Governing Law and Jurisdiction: This agreement and any matter relating to this agreement shall be governed by and construed in accordance with the laws of India, and shall be subject to exclusive jurisdiction of the courts at Thiruvananthapuram.

6.16 Notices and notifications: Any notice or notification required to be given under the provisions of this agreement must be given in writing.

6.17 Matters not provided in: If any doubt arises as to the interpretation of the provisions of this agreement or as to matters not provided therein, the Parties shall consult with each other for each instance and resolve such doubts in good faith.

6.18 If for any reason whatsoever any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

6.19 No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other Party to this Agreement nor shall any single or partial exercise of any right power, privilege or remedy preclude any other or further exercise of any right power privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in equity.

6.20 Counterparts: This agreement may be executed in counterparts, each of which shall be deemed to be the original and all counterparts shall collectively constitute a single instrument.

6.21 The Stamp Duty payable on this Agreement shall be borne by the Third Party.



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For ASAP Kerala

Name and Designation of Authorized Signatory:

Mr. Francis T V

Co-ordinator Polytechnics

Sign:

Date:

Witness: NINU JAGANNIVAS

Name and Signature:

For Government Polytechnic College, Perumbavoor

Name and Designation of Authorized Signatory:

Dr. Aiju Thomas, Principal

Witness:

Name and Signature:

For Sree Sankara College, Kalady

Name and Designation of Authorized Signatory:

Dr. Preethi Nair, Principal

Witness: Ben Jos, Head Dept. of Physics

Name and Signature

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