

2022

MEMORANDUM OF UNDERSTANDING

CHRIST COLLEGE AUTONOMOUS AND M/S TERRAPY EDUCATION
INITIATED BY DEPARTMENT OF GEOLOGY AND ENVIRONMENTAL SCIENCE

M/S Terrapy Education P513A, Kolkata 700029, WEST BENGAL | Christ College Autonomous, Irinjalakuda, Kerala, 680125

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on 17 August 2022 between Christ College Autonomous, Irinjalakuda, Kerala, 680125 Thrissur (Dt.) herein referred to as Christ College, and M/s TerraPy Education, an educational vocational training organization specializing in python programming implementation of geological phenomenon, herein referred to as M/s TerraPy Education located at P513A, Raja Basanta Roy Road, Kolkata 700029, West Bengal, India. The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below:

Alliance Objective

This document outlines a strategic understanding between M/s TerraPy Education and Christ College with the primary aim to foster academic - industry collaboration. The MoU allows the partnering institutions to engage in various mutually agreed academic and professional development activities/services including certificate courses in:

- (a) Introduction to Python Programming in Geology, hereafter referred to as introductory course
- (b) Statistical Data Analysis in Geology using Python Programming, hereafter referred to as the advanced course
- (c) Advanced courses in Python Programming in Geology as deemed fit by Christ College in discussion with M/s TerraPy Education
- (d) Assist in carrying out student and faculty projects and services.

NOW THIS MoU WITNESSETH AS FOLLOWS:

DEFINITIONS AS USED IN THIS MoU:

“MoU” means this instrument executed by M/s TerraPy Education and Christ College, and subsequent amendments issued to the **MoU** by mutual consent as provided herein.

“Program” means any mutually agreed academic/ professional development activities organized under the scope of this MoU.

“Software” or **“Product”** means the software packages identified for introduction in the certificate Program.

“Curriculum” means the Certificate Course Syllabus that is integrated with the Christ College, Compulsory Value-Added Certificate Course, elective or Projects.

“Cost” means the training cost per student in case of certificate course, or cost of any services offered by the party involved.

“Duration” means the training/ course duration.

“Examination” means theory & practical exam to evaluate the participants in the program.

1. BENEFITS TO THE CHRIST COLLEGE AUTONOMOUS, IRINJALAKUDA, THRISSUR

- 1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Python programming in Geology in association with M/s TerraPy Education.
- 1.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology in Geology.

2. Areas of Collaboration

2.1 M/s TerraPy Education

- 2.1.1 Introduction to Python Programming in Geology
- 2.1.2 Statistical Data Analysis in Geology using Python Programming
- 2.1.3 Advanced courses in Python Programming in Geology as deemed fit by Christ College in discussion with M/s TerraPy Education
- 2.1.4 Any other mutually agreed services including Terms and Conditions for the mutually agreed upon services may be made available to the Christ College.

2.2 Christ College

- 2.2.1 Setting up, operating & maintaining the infrastructure required for training/services.
- 2.2.2 Promotion of the Introduction to Python Programming in Geology, Statistical Data Analysis in Geology using Python Programming, Advanced Courses in Programming in Geology, Certification Program and internships among the students of Christ College.
- 2.2.3 Will be bound by and adhere to mutually agreed upon Terms and Conditions of any services Christ College enters into with M/s TerraPy Education.

3. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of Christ College and one officer nominated by M/s TerraPy Education will do the planning and monitoring of the implementation of the various aspects of this MoU. There may be an interim review. This review would primarily focus on the progress of the activity/service engaged, faculty availability and student participation.

4. INTELLECTUAL PROPERTY

- a) All of the M/s TerraPy Education's Intellectual Property Rights including without limitation trademarks / copyright / logos / materials are the sole and exclusive property of M/s TerraPy Education and all Intellectual Property Rights in relation to the same are owned and will be owned in the future by the M/s TerraPy Education.

b) Christ College agrees and acknowledges that Christ College shall not acquire and undertakes that it will not claim, during the life of this Agreement or thereafter, to have acquired any title in the M/s TerraPy Education's Intellectual Property Rights that is adverse to M/s TerraPy Education by virtue of the Services being performed under this Agreement or by way of the Work Orders.

c) Title to the intellectual property rights of the data and educational material furnished by M/s TerraPy Education will at all times remain proprietary to M/s TerraPy Education, which however, hereby grants to Christ College, non-exclusive, royalty-free license to use the same internally. Christ College unconditionally agrees to comply with such terms and conditions.

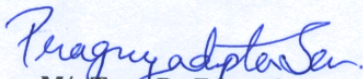
5. GENERAL

- a) This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is dissatisfied by reasons beyond its control from going ahead with the implementation of the provisions of this MoU.
- b) Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
- c) It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
- d) All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
- e) There shall be no liability on the part of any party to the other arising from the termination of this MoU.
- f) Christ College will be bound by and adhere to mutually agreed upon Terms and Conditions of any service Christ College enters into with M/s TerraPy Education, and same conditions applicable for M/s TerraPy Education.
- g) The examination shall be conducted by M/s TerraPy Education at the end of course duration. In the case of failed/unattended students for the exam, M/s TerraPy Education will give the student a second opportunity for the exam.
- h) This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
- i) The terms of the applicable data and educational material license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.

CHRIST COLLEGE (AUTONOMOUS), IRINJALAKUDA

- j) Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
- k) The laws of the Republic of India shall govern this MoU.
- l) This MoU supersedes all proposals or other prior representations or communications, either oral or written.
- m) All communication between the parties shall be in writing/e-mail and in English Language.
- n) Appropriate remuneration may be paid to parties engaged in carrying out mutually agreed services at the rates accepted by the parties, either as cash or bank transfer.
- o) The remuneration for the services may be transferred to Account No: 40837706685, Name: TERRAPY EDUCATION, IFSC: SBIN0040229, Dover Place, PB No. 16203 180 Rash Behari Avenue, Kolkata 700029.
- p) The syllabus, fees and other terms and conditions for each program will be discussed among the parties and enclosed to the MoU (Annexure I, and II) before the commencement of the intended program.

This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.


M/s TerraPy Education

Signature with seal

Name: Pragnyadipta Sen

Title: Proprietor

Date: 12-09-2022




Christ College Autonomous, Irinjalakuda

Signature with seal **Assistant Professor-
In-charge of Principal**
Christ College (Autonomous)
Irinjalakuda

Name: Fr. Dr. Jolly Andrews, CMI

Title: Principal

