

# **MEMORANDUM OF UNDERSTANDING (MOU)**

**Between**

**SREE AYYAPPA COLLEGE, ERAMALLIKKARA  
(Govt Aided College Affiliated to university of Kerala  
Accredited NAAC B Grade**



**AND**

**KUTANADU BEVERAGES COMPANY, PODIYADI, THIRUVALLA,  
PATHANAMTHITTA- 680 110**

**FOR**

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,  
PLACEMENT, R&D SERVICES AND RELATED SERVICES**



## About the Institution

Sree Ayyappa College, owned and managed by The Travancore Devaswom Board, started functioning in 1995 under colleges included under Section 2(f)/12(B) of UGC Act 1956, as the fulfilment of a long cherished dream of the rustic populace of the serene and beautiful hamlet of Eramallikkara, situated at the confluence of the twin-rivers, holy Pampa and Manimala. As the manifestation of the bounteous blessings of Lord Ayyappa, the Kaliyuga Varadan, this abode of learning proves to be a fountain of prosperity and fortune to this educationally underdeveloped remote area in Thiruvananthapuram Panchayat, of epic importance. The Government policy of starting diverse and applied-science courses in the rural sector, with the object of providing more and more job opportunities to aspiring and ambitious youth, culminated in the establishment of this institution. The Travancore Devaswom Board, with the aim of spreading the light of knowledge to especially underdeveloped, remote and rural population, in order to groom genuine geniuses for the service of society and humanity at large, started this college as its fourth one in the field of higher learning, Here in after referred as first party

## About the company

The Kuttanadu Beverages Company is recognized as producers of high quality soft drinks and mineral water products. The company produces Packaged Drinking Water, Mineral And Aerated Waters And Other Non- Alcoholic Drinks; Fruit Drinks And Fruit Juices; Syrups. The company is situated in Podiyadi, Thiruvalla and a leading firm for drinking water and soft drinks production with sophisticated facilities.

**NOW IN THERE FOR, IN CONSIDERATION OF THE MUTUAL PROMISES SET FOR THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS**

**SUPPOETED COURSES: PG DIPLOMA IIN FOOD SAFETY AND QUALITY ASSUARANCE AND BVOC IN FOOD PROCESSING& MANAGEMENT**



**Sree Ayyappa College**



**Kuttanadu Beverage,  
Podiyadi, Thiruvalla**



**CLAUSE 1**  
**CO-OPERATION**

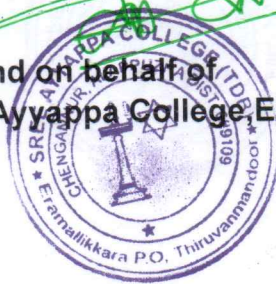
Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

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 them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

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.

Signed and Delivered

For and on behalf of  
Sree Ayyappa College, Eramallikara



Signed and Delivered

For and on behalf of  
Kuttandu Beverages, Podiyadi,  
Thiruvalla





## CLAUSE 2

### SCOPE OF THE MOU

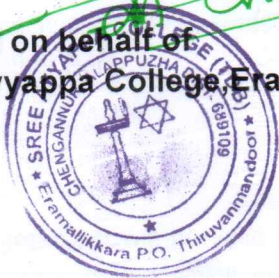
The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

**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.

**Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students 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 students and faculty 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.

Signed and Delivered

For and on behalf of  
Sree Ayyappa College, Eramallikara



Signed and Delivered

For and on behalf of  
Kuttandu Beverages, Podiyadi,  
Thiruvalla





**Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of food safety, quality control, production and management.

**Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.

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

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

**Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 50 %the students. The Second Party will itself absorb at least 25% percentage of the skilled students if any.

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

There is no financial commitment on the part of the **Sree Ayyappa College Eramallikkara , Alappuzha (DT) and Kuttanadu Beverages, Podiyadi, Thiruvalla**, the First Party to take up any programme 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, Estoppels 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**

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Kuttanadu Beverages Company, Podiyadi, Thiruvalla** the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Kuttanadu Beverages Company, Podiyadi, Thiruvalla** the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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



**CLAUSE 5**  
**RELATIONSHIP BETWEEN THE PARTIES**

5.1 It is expressly agreed that **Sree Ayyappa College, Eramallikkara** and **Kuttanadu Beverages Comapny, Podiyadi** 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.

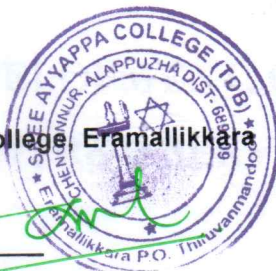
Sree Ayyappa College,  
Eramallikkara

Kuttanadu Bevergaes Company, Podiyadi

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 **Chengannur**.

**AGREED:**

For Principal  
**Sree Ayyappa College, Eramallikkara**



Authorized Signatory  
**Dr. K.S. ANIL KUMAR M. Tech; Ph.D.**  
Principal  
Sree Ayyappa College, Eramallikkara

For **Managing Director**  
Kuttanadu Bevergaes Company, Podiyadi

Authorized Signatory



Name of Institution	Name of Industry
SREE AYYAPPA COLLEGE	KUTTANADU BEVERAGES COMPANY,
ERAMALLIKKARA, CHENGANNUR, ALAPPUZHA-689 109	Kttanadu Beverages Co, Thiruvalla Mavelikkara Road, Podiyadi, Pathanamthitta - 689110, Near St Mary's Orthodox Church
<a href="mailto:sreeayyappacollege@gmail.com">sreeayyappacollege@gmail.com</a> , <a href="mailto:principalsace@gmail.com">principalsace@gmail.com</a>	
<a href="http://www.sreeayyappacollege">www.sreeayyappacollege</a>	

Witness 1: *W. S. Asst Professor, Microbiology*  
Witness 3: *Romya K. Dr. Romya K., Asst Professor, Hindi*

Witness 2: *Rachis*  
Witness 4: *Rachismani Lab Assistant*  
*Madhan Assistant Professor, P*