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CV 175639

### MEMORANDUM OF UNDERSTANDING (MoU)

This Memorandum of Understanding (MoU) is signed on the 22<sup>nd</sup> day of the November month 2024.

#### Between

**GramPro Business Services Pvt. Ltd (GBS)**, Thrissur, Kerala, India (hereinafter referred to as "GRAMPRO"), represented by its Chief Executive Officer (CEO), Mr. Nikhil Mathew Joseph, as the first party which expression shall, unless repugnant to the context, include its successors, executors, administrators, legal representatives, nominees and assignees of the one part.

#### And

**Naipunnya Institute of Management and Information Technology (NIMIT)**, Pongam, Koratty East, Thrissur District, Kerala – 680308, India represented by Fr (Dr) Paulachan K Joseph, Executive Director, as the second party which expression shall, unless repugnant to the context, include its successors, executors, administrators, legal representatives, nominees and assignees of the second part.



Fr. Dr. PAULACHAN K.J.  
Executive Director



No 3800/30-04-2024 B501 =

Principal  
Naipunnya Institute of Management  
Pongam - 10022 Dy

M. K. JOJO  
VENDOR NO: 20  
CHALAKUDY

The first party and the second party shall hereinafter collectively be referred to as the "Parties" and individually as the "Party".

### Whereas

- GRAMPRO was established in 2017 with headquarters in Thrissur. The company was founded with the primary objective of assisting organizations in achieving their business goals through GRAMPRO's wide array of 360-degree business solutions.
- NIMIT a premier professional training institute in Kerala was formally inaugurated on the 3rd of June 2002 as an affiliated college under the University of Calicut offering a multidisciplinary, research-focused, and student-centric set of courses at undergraduate and postgraduate levels
- GRAMPRO is desirous to associate with NIMIT on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.
- NIMIT is desirous to associate with GramPro on various areas as discussed in the purview of this MoU, which will be mutually beneficial to both organizations.
- Both the party, relying on the principle of good faith, by virtue of which they will carry out all the possible actions for their due fulfilment, and relying also on their common bonds and concerns, they state their interest in strengthening their relationships through academic cooperation, and for this end they are of one accord in entering this MoU.
- The GramPro agrees to provide to the Other party, and the Other party agrees to avail from the GramPro, the services requested by the Other party from time to time through various numbered Statements of Work (SOW) as mutually agreed and executed in accordance with this agreement for a period of one year from the Execution Date (the "Term"), in accordance with the terms and conditions of this Agreement, until terminated under the terms of Clause VI given below

### Scope of Services

Both the parties recognize that this collaboration would be of mutual benefit and would provide strengths in research and education and their mutual interest in engaging themselves in academic and cultural cooperation. As per the purpose of the said agreement, all the parties shall undertake the following activities with the approval of the authorized signatory authorities.

- a) Training Programs: GRAMPRO agrees to provide specialized training programs for the students of Other Party. The training programs will be designed to enhance the employability skills of the students.
- b) Placement Assistance: GRAMPRO will extend support to NIMIT in facilitating placement opportunities for the trained students. This includes arranging interviews, connecting students with potential employers, and organizing job fairs.
- c) Resource Sharing: Both parties agree to share relevant resources, facilities, and expertise, to ensure the success of the training and placement initiatives.
- d.) Educational Events: GramPro will conduct webinars, seminars about introduction to various needy topics
- e.) Placement Initiatives etc.

For GRAMPRO BUSINESS SERVICES PVT LTD

Authorised Signatory



Fr. Dr. PAULACHAN K.J.  
Executive Director

## I. DURATION

- This MOU will be effective from the date of signing and will continue until 22<sup>nd</sup> November 2025 [End Date] unless terminated earlier by either party in accordance with the terms outlined in this agreement.

## II. PAYMENT

- The **Other Party** shall pay the GramPro in accordance with each SOW defined under this agreement from time to time as mutually agreed for the scope of services put forward.
- Payment shall be paid within the stipulated time given by the **GramPro** in the SOW.

## III. MINIMUM ATTENDANCE

- A minimum of 30 students is required to Commence the service given as per the SOW. If the number of students falls below this minimum threshold, **GramPro** reserves the right to reschedule or cancel the training program. In such cases, any fees already paid by the other party shall be refunded after deducting any expenses incurred by GRAMPRO in preparation for and conducting the training. Such deductions may include, but are not limited to, costs associated with materials, administrative fees, and other preparatory expenses. The final refund amount will be calculated and communicated to the other party within 7 working days following the cancellation or rescheduling.

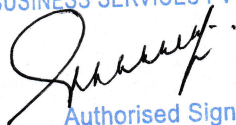
## IV. REPRESENTATIONS AND WARRANTIES OF PARTIES

- GRAMPRO warrants that it will deliver high-quality training services, including the provision of all necessary materials, and will ensure that the classes are conducted in accordance with the agreed schedule. GRAMPRO is committed to maintaining the highest standards of training and will adhere to the terms and timelines set forth in this agreement.
- The other party warrants that it will be responsible for providing infrastructure and other necessary approval for conducting training programs and enrolling students, ensuring they are adequately informed about the classes, and facilitating all necessary logistics for conducting the classes on the college premises. Additionally, the other party agrees to collect and pay the agreed amount based on the number of students, in full, prior to the commencement of the training sessions.

## V. CONFIDENTIALITY

- All information given by one Party (hereinafter referred to as the “Disclosing Party”) to the other (hereinafter referred to as “Recipient Party”), pursuant to this Agreement, either in tangible or intangible form, shall be deemed to be (hereinafter referred to as “**Confidential Information**”) for the purpose of this Agreement.

For GRAMPRO BUSINESS SERVICES PVT LTD

  
Authorised Signatory





Fr. Dr. PAULACHAN K.J.  
Executive Director

- The Parties agree to retain in confidence all Confidential Information (information) received from each other as outlined in this MOU, and not to utilize, publish, disclose, or permit othersto disclose any of such Confidential Information to any third party or for any purposes other than those expressly permitted in this MOU. The Parties shall take reasonable steps to ensure that Confidential Information is not disclosed or distributed by their employees or agents in violation of this agreement, including implementing security measures and training employees handling such Confidential Information.
- The confidentiality obligations set forth in this clause shall remain in effect for a period of 1 year following the termination or conclusion of this MOU. Upon termination of this MOU, or upon the Disclosing Party's written request, the Receiving Party shall return or destroy all copies of Confidential Information received from the Disclosing Party. Each Party acknowledges that any violation of this clause may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies.

#### VI. TERMINATION

- Either party may terminate this MOU with a written notice of 30 days to the other party. Upon termination, both parties will settle any outstanding payments or obligations.

#### VII. RELATIONSHIP AND NON-EXCLUSIVITY

- Nothing contained in this MOU is intended to create, nor shall it be construed to create a relationship between the Parties other than that of two independent Parties entering a Memorandum of understanding for the purpose of effectuating the provision of this Agreement. Further, it is hereby clarified that, the GramPro can provide same / similar services to any third party that may want to avail of the same without seeking prior approval from the **other party** and similarly the **other party** is entitled to avail of same / similar Services from any third party without providing prior intimation to the GramPro.

#### VIII. AUTONOMY

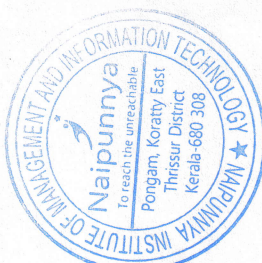
- This agreement is a statement of intentions and does not involve, in any instance whatsoever, any financial obligations between the subscribing institutions.

#### IX. DISPUTE SETTLEMENT

- In the event any dispute or difference arises between the parties under this MOU, such disputes shall be referred to the senior Authorities of both the parties to resolve the same through mediation, failing which the matter shall be referred to arbitration as stated hereunder.
- All disputes arising out of or in connection with this MOU shall be finally settled under the Arbitration and Conciliation Act 1996 by a soul arbitrator mutually appointed in accordancewith the said law and its rules. The place of arbitration shall be Thrissur. The language to beused in the arbitral proceedings shall be English. The arbitrator's decision shall be final, andbinding, and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled of costs of suit including a reasonable attorney'sfee for having to compel arbitration or defend or enforce the award.

For GRAMPRO BUSINESS SERVICES PVT LTD

*[Handwritten Signature]*  
Authorised Signatory



*[Handwritten Signature]*

Fr. Dr. PAULACHAN K.J.  
Executive Director

## X. ASSIGNMENT

- The parties shall not assign, pledge or otherwise transfer, whether by operation of law or otherwise, this MOU, or any of its obligations hereunder, without the prior written consent of the other party (except otherwise as mentioned herein), which consent shall not be unreasonably withheld. This does not however restrict the parties from sub-contracting the works under this MOU.

## XI. APPLICABLE LAW

- This MOU shall be governed by and construed in accordance with the laws of India and Kerala without reference to its conflict of laws principles. Place of jurisdiction shall be Thrissur India.

## XII. MODIFICATION

- This MOU shall not be modified or amended except by written notice, which is signed by authorized representatives of each of the parties.

## XIII. AMENDMENTS

- No purported modification, amendment, waiver discharge or termination of any of the provisions of this Agreement shall be effective unless it is in writing and signed by the authorized representative of both the Parties.

## XIV. COMMUNICATION

- All notice, demands and other communication under this MOU in connection herewith shall be written in English language and shall be sent to the last known address, e- mail, or fax of the concerned party. Any notice shall be effective from the date on which it reaches the other party.

## XV. CONTACT INFORMATION

- For GramPro Business Services

Rep by:

Mr. Ravishankar J

Designation: Senior Officer

Email: ravishankar.j@gramproindia.com

Contact Number: 8848128313

- For Naipunnya Institute of Management and Information Technology (NIMIT)

Rep by:

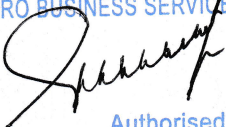
Mr. Ranjith Rajappan

Designation: Placement Officer

Email: ranjithr@naipunnya.ac.in

Contact Number: +91 91889 22841

For GRAMPRO BUSINESS SERVICES PVT LTD



Authorised Signatory



Fr. Dr. PAULACHAN K.J.  
Executive Director

**XVI. INDEMNITY**

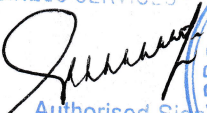
- Each Party agrees to protect, defend, indemnify and hold harmless the other Party and their related parties from and against all liability, claims, loss, damage, and costs (including legal costs and expenses) due to its failure to perform as agreed in the MoU.

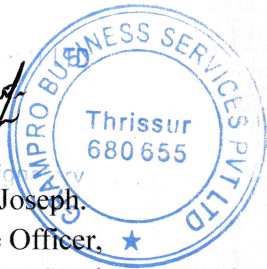
This Agreement may be executed simultaneously in one or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same instrument.

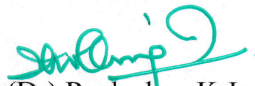
IN WITNESS WHEREOF, the parties have executed this engagement Agreement as of the day and year first above written.

For GRAMPRO BUSINESS SERVICES

Signatures:

  
Authorised Signatory  
Nikhil Mathew Joseph  
Chief Executive Officer. ★  
GramPro Business Services Pvt Ltd



  
Fr (Dr) Paulachan K Joseph.  
Executive Director,  
Naipunnya Institute of Management and  
Information Technology

Fr. Dr. PAULACHAN K.J.  
Executive Director

Date: 26-11-2024

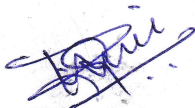
Date: 22-11-2024.



Witness 1



Witness 1



Witness 2



Witness 2



**GramPro Business Services Pvt Ltd (GBS)** Corporate Office, Building No.: 19/672/1-3,  
Ollukkara P.O, Thrissur - Palakkad Road, Thrissur - 680655, Kerala.

And

**Naipunnya Institute of Management and Information Technology (NIMIT)**, Pongam,  
Koratty East, Thrissur District, Kerala – 680308,

The Service Provider agrees to conduct 120 Mins of Seminars session for 2 days as outlined below:

Topic: Communication skills and Industry expectations from campus.


Date and Time: As per schedule

Platform: In- house sessions

Compensation

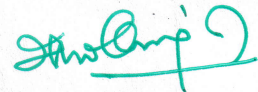
- The Client agrees to pay the Service Provider the sum of Rs 6000/- for 2 sessions (Rs3000/- per session) for the above-mentioned topics.

For GRAMPRO BUSINESS SERVICES PVT LTD

  
Authorised Signator

Nikhil Mathew Joseph.  
Chief Executive Officer,  
GramPro Business Services Pvt Ltd





Fr (Dr) Paulachan K Joseph.  
Executive Director,  
Naipunnya Institute of Management and  
Information Technology.

Date: 26-11-2024

Date: 22-11-2024  
Dr. PAULACHAN K.J.  
Executive Director

