



தமிழ்நாடு தமிழ்நாடு TAMILNADU

Stella Mary's College of Engineering, Aruthanganvilai

GD 614496

17-06-2006 100/-

V. சாரா கிருஷ்ணா
புத்தியை பத்தியும் விதிபடிபடாமல்
அமர்ந்த 21/8/2008 நாள்: 20-8-2008
இவ்வாறு உத்தரவிட்டாள்.



MEMORANDUM OF UNDERSTANDING

BETWEEN

**STELLA MARY'S COLLEGE OF ENGINEERING,
Aruthenganvilai, Kallukatti Junction, Azhikal Road, Kanyakumari
District, Tamil Nadu-629202.**

AND

**Cochin Port Authority
Willingdon Island,
Kochi, Kerala-682009**


P. FRESH PREMIL KUMAR
PROFESSOR & PRINCIPAL
STELLA MARY'S COLLEGE OF ENGINEERING
(AN AUTONOMOUS INSTITUTION)
ARUTHENGANVILAI, AZHIKAL POST
KANYAKUMARI DISTRICT


सचिव
SECRETARY
कोचिन पोर्टन प्राधिकरण
COCHIN PORT AUTHORITY



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on 18th Day of June, 2026 at Kochi

Between

M/s. Cochin Port Authority (CoPA), having administrative office at Willingdon Island, Ernakulam, Kerala, India - 683511 represented by its Secretary, (Designation), (herein after referred to as "First Party" which expression shall unless repugnant to the context thereof include his successor in office) of the First Part.

and

Stella Mary's College Of Engineering (SMCE), an Autonomous Institution, approved by AICTE, and affiliated to Anna University, Chennai, having its Registered office at Aruthenganvilai, Kallukatti Junction, Azhikal Road, Kanyakumari District, Tamil Nadu 629202 (which expression shall unless repugnant to the context thereof mean and include its successors and assigns, herein after referred to as "Second Party") of the other Part.

In this MOU, CoPA and SMCE are referred to individually as "Party" or collectively as "Parties."

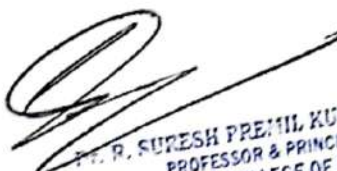
PREAMBLE

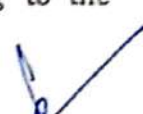
Whereas, STELLA MARY'S COLLEGE OF ENGINEERING (SMCE), near Aruthenganvilai, Kallukatti Junction, Azhikal Road, Kanyakumari District, Tamil Nadu 629202, at its various engineering and science departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in science & technology by undertaking industrial & applied research and consultancy.

Whereas, Cochin Port Authority, Willingdon Island, Kochi, Kerala 682009, is engaged in a wide range of maritime and port-related activities.

Whereas, both SMCE and Cochin Port Authority, Kochi, now

- Recognizing the importance of research and development in the areas in Engineering as well as imparting industrial training to the engineering/technology/science students, etc.


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- Appreciating the need for creation of large reservoir of highly qualified manpower in all the fields related to Engineering.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to work together for promoting excellent quality manpower in the field of engineering, technology and sciences with special emphasis on Engineering and related fields etc.

NOW, THEREFORE, both parties agree to collaborate in areas of mutual interest as outlined in this Memorandum of Understanding

Parties to this MoU agree as below:

- a) None of the provisions of this MoU shall be deemed to constitute a contract or Partnership between the parties hereto, and no party shall have any authority to bind or shall be deemed to be agent of the other in any manner whatsoever.
- b) Neither party is authorized to obligate other party for any act under this MoU and no party shall have any authority to bind the other party for performing or abstaining to perform any of the activities in this MoU and any matter related thereto including costs, charges or expenses of any nature.
- c) Neither party shall expend any funds or advance without prior written consent of other party. Each party shall not be liable for and shall not pay any expenses/costs that may occur as a result of the other party's activities under this MoU unless prior written consent of the other party is specifically secured.
- d) Parties are free to enter into MoUs of similar nature with any other organizations or legal entities.
- e) This MOU is non-binding and solely for the purpose of establishing a basis upon which parties herein will continue discussions. Either party may at its sole discretion terminate this MoU/discussions for any reason by giving written notice of termination to the other with no cost or liability to either party and the termination shall take place forthwith. This MoU is also subject to compliance of the statutory and regulatory orders and such other administrative and substantive order for the time being in force or that which shall be put in force in future.
- f) Any amendments or additions to this MOU shall be made in writing signed by both parties.

ARTICLE-I: SCOPE OF THE MOU

This MoU outlines broad areas of cooperation between SMCE and Cochin Port Authority in the field of academic and industry interaction, subject to applicable rules and regulations of Cochin Port Authority.


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ARTICLE-III SCOPE AND TERMS OF INTERACTIONS:

Parties may encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students as well employees of both the organizations through the following arrangements:

- a) Organization of joint conferences and seminars;
- b) Practical training of SMCE students at **Cochin Port Authority, Kochi.**
- c) Joint guidance of student projects/theses in Engineering and other areas of national interest at SMCE by **Cochin Port Authority, Kochi** on mutually agreeable terms.
- d) **Cochin Port Authority, Kochi** may, subject to availability, administrative feasibility and such other terms as CoPA shall deem fit, facilitate B.E./B.Tech. students who have completed the 4th semester of their programme in such a number that **Cochin Port Authority, Kochi** deems convenient to it for the purpose of imparting industrial training.
- e) **Cochin Port Authority, Kochi** may, subject to availability, nominate officials as resource persons at SMCE to render knowledge-based lecture.
- f) **Cochin Port Authority, Kochi** personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech. (Research) at SMCE, subject to the availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of SMCE. Further, **Cochin Port Authority, Kochi** may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- g) **Cochin Port Authority, Kochi** may, subject to security clearance and operational convenience, consider allowing the industrial visits of students for half / full day to provide them with an exposure to various equipment, instrument, etc.
- h) **Cochin Port Authority, Kochi** may showcase its business activities at the seminar/workshop/conference, etc. conducted at SMCE.
- i) **Cochin Port Authority, Kochi** may avail library, Internet, computational facilities at SMCE.
- j) **Cochin Port Authority, Kochi**, may share technical issues with SMCE for problem solving/suggestions on non core activities of CoPA not limited to Artificial Intelligence, software technology, new tech in IT and SMCE may take up the same.


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- k) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly based on mutual consensus in writing, before starting the activity.

ARTICLE-III: SHARING OF FACILITIES

- a) SMCE and Cochin Port Authority, Kochi may, subject to rules and availability, provide access to their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) SMCE and Cochin Port Authority, Kochi may consider permitting sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for the safety of software and other materials during the exchange will rest on the respective Head of department.
- c) SMCE and Cochin Port Authority, Kochi may consider providing access to the library facilities to scientists, members of faculty, students and the employees as per the prevailing rules and norms in the respective institution.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between SMCE and Cochin Port Authority, Kochi shall be coordinated by a coordination committee comprising of members appointed by both the entities.
- b) This MoU does not entail any financial commitment unless separately agreed upon in writing. Hence, Financial arrangements, if involved and agreed by both parties, for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from the heads of both the entities.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

Unless terminated, the MoU shall be in force for a period of 3 (Three) Years from the date of signing of MoU.

- a) Either party may at its sole discretion terminate this MoU for any reason by giving written notice of termination to the other party with no cost or liability to either party and the termination shall


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- take place forthwith, Parties may consider permitting ongoing activities at the time of termination.
- b) Any clause or article of the MOU may be modified or amended by mutual agreement in writing by **Cochin Port Authority, Kochi** and **SMCE**.

ARTICLE-VII: CONFIDENTIALITY

As CoPA is coming under the purview of Officials Secrets Act, 1923, any information pertaining to CoPA shall be considered as secret and shall not be allowed for divulging, publication, printing in any form such as Electronically/verbal, etc., without written permission from CoPA.

Article VIII: Visits by students coming in batch undergoing studies for B Tech / B E programme and the accompanying faculty of SMCE to Cochin Port Authority, Kochi shall be governed by the Standard Operating Procedure (SOP) followed at Cochin Port Authority.

STANDARD OPERATING PROCEDURE (SOP) SHALL BE FOLLOWED BY FACULTY & STUDENTS OF EDUCATIONAL INSTITUTIONS VISITING COCHIN PORT AUTHORITY, KOCHI

Cochin Port Authority, Kochi strictly implements the following standard operating procedure (SOP).

1. There shall be a formal request from the Head of the Institution seeking permission to visit the Facility.
2. The educational institute concerned will be asked to submit the detailed list of members of faculty and students who intend to visit.
3. When the list of students & faculty are submitted to CoPA unit beforehand, it is requested that name of district & name of place of residence of the students & faculty who intend to visit should also be included for CoPA's records purpose only. (Detailed residential address is not required)
4. Cochin Port may consider granting approval for the visit subject to terms and conditions as it may deem fit, and depending on its convenience. Once approved the institution shall be asked to send their students accompanied by faculty members (group comprising faculty & students should not be more than 60) to visit the Cochin Port Authority.


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5. The list of students & faculty will be given to CoPA Security for verification purpose.
6. On arrival, the security will cross check the list with identity proof of each visiting member before permitting entry into premises and the entire group will be photographed together for CoPA record purpose.
7. Students & faculty shall follow the instructions of officials of CoPA for site visit. Cochin Port Authority shall not be liable for the safety of any person during such visits or training.
8. If the entire batch of students & faculty is around sixty numbers, then the batch of students & faculty may be split into two or three batches as per convenience of CoPA before going to visit which will be under the guidance of CoPA competent engineers or technical hands.

Article IX: Following rules laid down by the Cochin Port Authority shall be strictly followed by all Ph.D., students, researchers, students undergoing studies for the post graduate programmes and graduate programmes coming from SMCE to the Cochin Port Authority for undertaking research or studies:

1. During the training or while undertaking research any information that the student or researcher may come across during the course of study shall be treated confidential and the information so collected shall be used for academic purpose with the prior approval of Cochin Port Authority in writing.
2. The student or researcher has to adhere to all the rules and regulations including the timings of the Cochin Port Authority, Kochi.
3. The student or researcher has to undergo the studies or research training at his or her own risk and cost. Cochin Port Authority shall not be liable for any injury, loss or damage arising during such visits or training.
4. The student or researcher has to make their own arrangement for their own stay, study, transport and food.


P. SHRESH FREMIL KUMAR
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5. The student or researcher should come neatly dressed and have to display the college identity card at all times inside the Company premises.
6. On completion of the research paper or training programme the researcher or student is required to submit a copy of a brief report/ paper to the HOD of the concerned Department in CoPA highlighting his observations and submissions, if any. Only with the approval of CoPA any information pertaining to CoPA shall be divulged.

Article X: All the research students, students undergoing Post Graduate and under graduate studies coming from SMCE for undertaking research or studies at Cochin Port Authority, Kochi may initially undergo safety orientation session and thereafter follow all the safety practices prevalent at Cochin Port Authority, Kochi:

1. Safety orientation session may be imparted at CoPA Safety/Fire Service Division before further exposure at CoPA site. Notwithstanding above, SMCE shall ensure that safety gears and equipment's for visits in areas where those are required. Similarly officials of SMCE shall be responsible for the control and safety of the students visiting the port.
2. SMCE have to see that students do not physically come in contact with unsafe and hazardous conditions, heavy machinery/ electrical switch gear etc. which may be injurious. They shall merely observe the works and shall submit their daily reports.
3. Any visit shall be under supervision of an officer from the Department or any other authorized official in which they undertake training or conduct research in consultation with the Department Head or Section Head of the concerned department. The visits shall be restricted to areas where actual studies or research are to be conducted.

ARTICLE-XI: AMENDMENTS

Any amendment and/or addendum to the MOU shall be in writing and signed by the both PARTIES hereto and shall only after such execution be deemed to form part of the MOU and have the effect of modifying the MOU to the extent required by such amendment or addenda.

ARTICLE-XII: RESOLUTION OF DISPUTES

The parties agree that any disputes or differences or interpretations shall be subject to jurisdiction of Competent Courts of Kochi.


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ARTICLE XIII: RELATIONSHIP BETWEEN THE INSTITUTIONS SMCE AND COCHIN PORT AUTHORITY, KOCHI.

It is expressly agreed that both **SMCE** and **Cochin Port Authority, Kochi** are acting under this MOU as independent institutions, and the relationship established under this MOU shall not be construed as a partnership. Neither institution is authorised to use the other institution's name in any way, to make any representation or create any obligation or liability, expressed or implied, on behalf of the other institution without the prior consent of the other institution. Neither institution 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 institution, to pledge the other institution's credit, or to extend credit on behalf of the other institution.

ARTICLE-XIV: INDEMNIFICATION

SMEC agrees to indemnify CoPA for any loss caused to it by any action under this MoU.

ARTICLE-XV: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.
- b) Both **SMCE** and **Cochin Port Authority, Kochi** shall **not**, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this MoU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.


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IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO
THIS MoU EFFECTIVE AS ON THIS 18th DAY OF June 2026.

Joydeep Ghosh Dastidar

Shri. Joydeep Ghosh Dastidar
Secretary
Cochin Port Authority
Willingdon Island,
Kochi,
Kerala -682009

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Dr. Suresh Premil Kumar R
Principal

Stella Mary's College of Engineering,
Arulhenganvilal, Kallukatti Junction,
Azhikal Road, Kanyakumari District,
Tamil Nadu -629202.

Witness

1. 
S. P. Raju

2. 
C. P. Raju

Sor. Welfare Officer

Witness

1. 
The. Anandakrishnan

2. 
Dr. A. Sagar