

BUDLEBURGE TAMIL NADU

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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MoU) entered on the 21st Day of February 2020

By and Between

P. A. College of Engineering and Technology, having its CAMPUS at Pollachi, Coimbatore-642 002 and represented by its CHAIRMAN, Dr. P.APPUKUTTY (which expression shall mean and includes its successors in office and assigns)

And

Ladder Survey Institute of Technology having its office at No 125, Vasantha Street, Golden George Nagar, Nerkundram, Chennai-600107 (hereinafter referred as "LSIT" for the sake of brevity) and represented by its Chief Executive Officer Mr. M.R.Dinesh. (which expression shall mean and includes its successors in office and assigns)

P. A. College of Engineering and Technology Pollachi - 642 002.

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Objectives of the Collaboration:

- To provide employable skills to the students of P. A. College of Engineering and Technology.
- Make the students aware of the latest tools and techniques in order to keep them industry ready at the end of their course.
- Offer the course at an affordable price to the students of P. A College of Engineering and Technology.
- Increase the employability of the student and maximize on the placement opportunities available.
- To build and improve the confidence level of the student to face the challenges of real time.

This Memorandum of Understanding is to conduct a Unique, Step - By - Step, Systematic, and Employable Skills Development Program for the students of P. A. College of Engineering and Technology towards achieving the objective of maximizing the employable opportunities for students of P. A. College of Engineering and Technology.

This Memorandum of Understanding states the terms and conditions under which the Trainings shall be conducted by LSIT at the premises of P. A. College of Engineering and Technology and lists herein the respective responsibilities of both parties.

PREAMBLE:

To get a student employable and placed in an organization; over and above the subject knowledge he/ she is expected to have the following

- Strong Fundamental Engineering Knowledge
- Engineering related Multiple Technical skills Develop skills that add value

While subject knowledge would be provided by P. A. College of Engineering and Technology, LSIT will equip the students with required industry specific land surveying, levels, levels transfer, benchmark setting, setting out/stake out/ marking skills.

On one hand, thousands of unemployed Engineering graduates are not finding suitable job, while on the other hand, industry requires millions of young minds at all levels but are unable to find the right candidate. This is because of the skill gap that exists between the student and industry requirements. This skills gap is sought to be minimized for the students of P. A. College of Engineering and Technology by facilitating them to acquire the appropriate and relevant skills at P. A. College of Engineering and Technology itself through this program.

LSIT shall Provide

- Comprehensive LSIT reference and notes to all students for the course.
- Qualified trainers for the course.
- Periodical assessment of the progress of students for their further improvements.
- 'Certificate of completion' to every student who successfully completes the training program
- "Certificate of Association" to the college.
- ◆ A "link to P. A. College of Engineering and Technology website" from LSIT website www.landsurveyingtraining.com

PA college of Engineering and Technology shall provide:

- The required number of computer systems in the lab and other required infrastructure for the practice
- The class rooms with LCD projector for the theory classes
- The schedule with the classes for this training

P. A. College of Engineering and Technology
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- ◆ The supports to ensure all students who have signed up for the class to attend the training programs scheduled for them
- The relevant CAD software should be available in the computer systems
- Disciplinary support for the smooth conduct and timely completion of the entire course
- Minimum 25 Hours of Training time.
- Provide all support to LSIT in the marketing initiatives undertaken by LSIT to enroll students in the courses offered by LSIT Centre. P. A. College of Engineering and Technology will provide all infrastructural facilities for the marketing initiatives by LSIT
- Boarding and lodging facilities for the trainers

PARTICIPANTS:

The participants would be the students of P. A. College of Engineering and Technology from Civil Engineering Department from 3rd to 8th semesters.

COURSE CONTENTS:

LSIT in consultation with P. A. College of Engineering and Technology shall finalize the courses and fees for the skills development program. The same is provided in the Annexure. These will be reviewed every year and suitable changes, if required, will be incorporated. As the requirement of each course is different courses and fees have been worked out separately.

TIME SCHEDULE:

The programs will be conducted during the days and timings provided by P. A. College of Engineering and Technology. The students will be divided into batches, depending on the total strength. The programs will be conducted according to the Time Table drawn up with mutual consent of LSIT and P. A. College of Engineering and Technology. Utmost care will be taken to frame the time table in such way that it does not coincide with college exams enabling the student to complete his training ahead of the exams. LSIT will not conduct any classes during the time of exams.

In case of any change in training schedule the same will be intimated to the Program Coordinator of P. A. College of Engineering and Technology. Similarly, if P. A. College of Engineering and Technology wants a change in training schedule the same may be communicated to the Program Coordinator of LSIT. In either of the case, a revised training schedule has to be made and the Program Coordinators of both LSIT & P. A. College of Engineering and Technology and the respective students must be informed about the change in training schedule by means of suitable media (emails/posters/circulars/notice board displays)

PROGRAM COORDINATOR

The Chairman of P. A. College of Engineering and Technology shall appoint a "Program Coordinator" for the duration of the program, who shall liaise with LSIT and make the training process leaner- friendly and effective. LSIT shall work in close relationship with Program Coordinators, who in-turn shall keep a close touch with the students. In the event of any difference of opinion between LSIT and the Program Coordinator, the matter should be referred to the Chairman of P. A. College of Engineering and Technology, whose decision thereon shall be final and binding on both the parties.

P. APPUKUTTY

Chairman

P. A. College of Engineering and Technol

Pollachi - 642 002.

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COMMENCEMENT OF COURSE:

P. A. College of Engineering and Technology will ensure that the courses will start within 90 (Ninety) days from the date of signing MOU. LSIT will ensure that the courses will commence from (DATE, Month & Year) on intimation from P. A. College of Engineering and Technology. However exception can be made due to reasons mentioned in the Course Completion Clause or due to delay on P. A. College of Engineering and Technology's side.

COURSE FEES & PAYMENT PATTERN

The course fee per student for each course offered is decided and mutually agreed upon by both the parties. The course, course fee, number of students & batch timings are available in the Annexure. The student shall pay the course fee directly to P. A. College of Engineering and Technology before the start of the course. The college shall provide 40% of the total cost before the commencement of the course. The remaining 60% shall be paid at the end.

COURSE COMPLETION

While LSIT will endeavor to complete the course as per the schedule mutually agreed upon, LSIT will not be responsible and accountable for delay in completing the course due to reasons which are beyond the control of LSIT. Reasons beyond the control of LSIT include - acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, failure and non – availability of computer systems, non – availability of classrooms), law and order problems, students unrest/ strike/ boycott, unscheduled changes in college curriculum and other unforeseen circumstances.

It is mandatory for the student to have undergone the complete course is to be eligible for a Course Completion Certificate. In case he/she opts out due to any reason an appropriate certificate will be issued for only for that course completed by the student. Students will not be eligible for Certification for the courses that they have not completed.

LSIT will not issue "Certificate of Completion" to the successful student, if full payment is not made LSIT will not refund the fees once paid if the student opts out or discontinues the course at any stage due to any reason.

EXCLUSIVITY

P. A. College of Engineering and Technology will ensure that during the period of the MOU, Department of Civil Engineering- P. A. College of Engineering and Technology will not allow or permit any of the direct and indirect competitors of LSIT to either do any promotional activities, advertising in any form, publicity of any kind canvass for students and enroll the students. The course will be conducted by LSIT only.

Chairman

P. A. College of Engineering and Technol

Pollachi - 642 002.

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VALIDITY

Both P. A. College of Engineering and Technology and LSIT shall have the rights to terminate this MOU by providing THREE months notice in writing on their respective letter head only after a minimum period of 3 year. Termination of this MOU for whatever reason shall be without prejudice to the rights of either party and of the students and the ongoing academic programmes.

This Memorandum of Understanding will be valid for a period of 3 years.

This Memorandum of Understanding shall come into effect from 21st February 2020.

Read, Understood and Consented

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON 21st FEBRUARY 2020, AT POLLACHI.

For P. A. College of Engineering and Technology

For Ladder Survey Institute

of Technology

Authorized Signatory
P. APPUKUTTY

Chairman

P. A. College of Engineering and Technology Pollachi - 642 002.

Authorized Signatory



P. A. College of Engineering and Technology	Ladder Survey Institute of Technology
Puliampatti, Palladam Raod,	No 125, Vasantha Street,
Pollachi - 642 002, Coimbatore District Tamil Nadu	Golden George Nagar, Nerkundram, Chennai-600107
Phone No.: +91-4259-221386.	Phone No.:9940143131

Witness:

1) Dr. T. MANIGAMOON

PRINCIPAL

Dr. T. MANIGANDAN, M.E., Ph.D **Principal** P. A. College of Engineering and Technology Pollachi - 642 002.

2) HOD/CIVIL

> Dr. G. BALAMURUGAN, M.E., Ph.D., Head of the Department Department of Civil Engineering P.A. College of Engineering and Technology POLLACHI - 642 002.



தமிழ் நாடு

Mananmant, P.A. COLLEGE OF ENGINEERING.

(முத்திரைத்தாள் விற்ப*ை* உரிமம் என் : 12096 /அர

16/08/19

T. கோட்டாம்பட்டி, பொள்ளாச்சி, ஓங்டிருக்டு

AND TECHNOLOGY POLLACH1

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on 20th day of August month in the year 2019 at P.A. College of Engineering and Technology, Pollachi - 642 002.

BETWEEN

P.A. College of Engineering and Technology (An Autonomous Institution), Pollachi, Coimbatore 642 002 which expression shall, wherever the context so permits mean and include successors and assigns

AND

Best Heat Treatment Services, 53, SIDCO Industrial Estate, Coimbatore - 641 021

WHEREAS P.A. College of Engineering and Technology (hereinafter referred to as "PACET") an autonomous institution affiliated to Anna University, Chennai engaged in providing higher education, conducting research and development in various technological and engineering areas having excellence in highly trained personnel, Research and Development facilities and laboratories

WHEREAS BEST HEAT TREATMENT SERVICES is providing heat treatment services to ferrous and Non-ferrous metals for the private and government sectors.

PACET is also keen on collaborating with BEST HEAT TREATMENT SERVICES and is agreeable to enter into this MoU with BEST HEAT TREATMENT SERVICES to establish industry-academic collaboration on following activities:

Recognize the mutual interest in the heat treatment process fields through the research, training and development and dissemination of knowledge

Recognize the important of research, testing and materializing roles in industry collaboration and increased contribution

Recognize the importance of the industry partner within its field of expertise

1. SCOPE AND TERMS OF INTERACTIONS

- The **PACET** and **BEST HEAT TREATMENT SERVICES** will share information and technology to develop the required skills and intend to create a centre of excellence to support this collaborative effort on heat treatment processes.
- PACET will provide consultancy services to the BEST HEAT TREATMENT SERVICES if required.
- BEST HEAT TREATMENT SERVICES will support the PACET in following activities
 - o Internship Training / Projects to the students
 - o Research Work
 - o Recruitment
 - o Workshops, Seminars and Events
- STRENGTHEN the Research Development by exchange of visiting experts for the purpose of conducting research
- PROVIDE sufficient knowledge to students of institution through industrial projects

2. EFFECTIVE DATE AND DURATION OF MoU

- PACET and BEST HEAT TREATMENT SERVICES shall have entered into this agreement for duration of three (3) years for implementation and running of the program and thereafter, it will be open to both the Parties to renew the Agreement on mutually decided terms and conditions.

3. TERMINATION CLAUSE

- This MoU may be terminated by either Party by giving written notice to the other party six months in advance. **PACET** and **BEST HEAT TREATMENT SERVICES** will ensure that all activities in progress are allowed to be completed successfully.

4. CONFIDENTIALITY

- During the tenure of the MoU both PACET and BEST HEAT TREATMENT SERVICES will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.
- Both PACET and BEST HEAT TREATMENT SERVICES shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to any third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

5. AMENDMENTS

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

The parties hereby agree to establish collaboration according to terms and condition set out time to time

On behalf of

P.A. College of Engineering and Technology

On behalf of

Best Heat Treatment Services

Signed by:

P. APPUKUTTY

Chairman

P. A. College of Engineering and Technology
Pollachi - 642 002.

Date: 20.08-2019

Signed by: Treatment Ser.

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Managing Partne

May Date: 20-08-2019

Witnesses:

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Dr. T. MANIGANDAN
PRINCIPA, PALET

1. Il Rander K. RAVI KUMAR.
Best Heek Tredment Services

2. B. Palaniami; R. PALANISAMI

ADMINISTRATIVE OFFICER

P.A. COLLEGE OF ENGG. & TECH.

B. BALAVIJAYAKVMAR
HR, MIS. BEST HEAT TREATMENT,
SIDCO, COIMBATORE-21.



BLDLIGGE OF ENGINEERING SUBSTITUTE OF EEE/MECH.

BEPARTMENTOF EEE/MECH.

BLDLIGGE OF ENGINEERING SUBSTITUTE OF EEE/MECH.

MEMORANDUM OF UNDERSTANDING

Preface

This Memorandum of Understanding (MoU) is signed on 31st July 2019 at P. A. COLLEGE OF ENGINEERING AND TECHNOLOGY, POLLACHI – 642 002, between DECCANPUMPS PRIVATE LIMITED, GANAPATHY, COIMBATORE – 641 006 having its Head office at COIMBATORE, India and P.A. COLLEGE OF ENGINEERING AND TECHNOLOGY established in the year 2008.

Whereas **DECCANPUMPS PRIVATE LIMITED** is a business organization engaged in manufacturing different types of domestic and commercial submersible pumpsets, A Company First in India to obtain BIS marking IS 14220 for Openwell submersible pumpsets.

Whereas P. A. COLLEGE OF ENGINEERING AND TECHNOLOGY, (hereinafter referred as PACET) is engaged in imparting Engineering Education, conducting Research and Development in various technological and engineering areas having excellence in highly trained personnel, Research and Development facilities and laboratories.

Whereas **Deccanpumps Private Limited** and **PACET** are interested in entering into an MoU, to explore the development of technologies, improve capabilities of common interest and engage in research projects initially in, but not limited to, the areas of software and hardware systems.

Justification:

Deccanpumps Private Limited makes a huge investment to apply technology in manufacturing products or offering services while educational institutions make considerable investments to create a learning base for Engineers/ Technocrats. While the institutions keep pace with technological innovations to make their courses current and relevant, the Deccanpumps Private Limited is identified for the scope of fine tuning the basic technologies to make the learners application oriented.

If the resources and expertise of these two entities are pooled and made accessible to Faculty Members and Students of institutions on the one end and the workforce, Engineers and Managers of Deccanpumps Private Limited on the other end, the Deccanpumps Private Limited and the institutions will be immensely benefited through continuous updating of technology, consolidation of learning base and applied research work that in turn will result in continuously enhancing the quality of output of both the institution and industry.

Objectives:

- * To facilitate the Students and Faculty Members of PACET to undertake In-Plant Training (IPT) in Deccanpumps Private Limited.
- To provide industry exposure to students through Industrial Visits (IV).
- ↑ To facilitate the Students and Faculty Members of PACET to take up industry project works
- To share the knowledge resource of Deccanpumps Private Limited and their Managers/Executives by arranging guest lectures at PACET or Deccanpumps Private Limited.
- To provide placement opportunities for PACET and P. A. Polytechnic College Students.

Role of collaborating parties:

The parties will support cooperation in the areas of In-Plant Training, Industrial Visits, Industry project works and Guest Lecturers on the basis of equality and mutual benefits, in accordance with the provisions of this Memorandum of Understanding (MoU).

The roles of collaborating parties are as follows:

P.A. College of Engineering and Technology:

• To identify, in consultation with the Managers/Executives of Deccanpumps Private Limited, the training that the Students and Faculty Members of PACET are to undertake during In-Plant Training (IPT) and depute Students and Faculty Members based on a time schedule that is mutually agreeable.

To form group of Students and Faculty Members taking up project works and inform the industry of their domain strength to facilitate industry executives to choose the projects

which will find application in the industry.

To inform Deccanpumps Private Limited, about the calendar of short-term and long-term courses, special training programmes, seminars and workshops that are scheduled by PACET, and invite industry personnel of Deccanpumps Private Limited to participate in such programmes.

To plan and conduct short-term training programme for existing and new employees at various levels of Deccanpumps Private Limited after conducting need survey. Such

programmes can be offered based on a mutually agreeable nominal charge basis.

Deccanpumps Private Limited:

To invite the Faculty Members of PACET to observe major repair and challenging works carried out in the industry to gain their practical knowledge.

To sponsor joint or cooperative programme and projects of mutual benefit that

shall include visits and exchange of experts or technical personnel.

To depute personnel of Deccanpumps Private Limited as resource persons for invited lectures.

◆ To participate in sponsored conferences, symposia, workshops, exhibitions and other joint meetings of mutual interest.

To participate in joint training/ education programme to raise the level of competency of

industry personnel.

To involve PACET in any activity pertaining to community upliftment through technical training.

Terms of Reference:

Finance

The activities which are chargeable at a nominal basis and the relevant terms and conditions will have to be approved by both the parties before the commencement of such activities.

Coordinating and Monitoring:

◆ A coordinating committee will be constituted with one representative each from PACET and Deccanpumps Private Limited for implementing the activities.

A review meeting will be arranged by coordinator of PACET inviting the Managers/Executives from Deccanpumps Private Limited and Faculty Members of PACET for review and monitoring the collaborative activities and offering suggestions for an effective implementation.

Validity:

This MoU will come into effect from the date of signing and will remain in force for a period of 5 (Five) years which is extendable by mutual consent. However, the validity of the MoU shall be terminated by mutual agreement between the parties at any time during the pendency of the agreement. The termination of this MoU shall not in any way affect the validity or duration of the ongoing projects that are started prior to such termination.

Secrecy:

The technology, the product, the product mix, customers are the property of Deccanpumps Private Limited. Any person(s), students or Faculty Members or any other person concerned with PACET who comes to know of it should not divulge the same to any third parties. Whenever any references need to be made in research papers or in any other forum by the persons of PACET, the same should be made with prior permission from Deccanpumps Private Limited Pvt Ltd. Any deviation on this account may entitle the termination of this MoU.

Signed at P.A. College of Engineering and Technology, Pollachi on 31st July 2019.

For

P. A. College of Engineering and Technology

For

Deccanpumps Private Limited

Dr.P.Appukutty

Chairman, P. A. Institutions

A Hood and

Pollachi - 642 002.

Mr. P. Arumugam Managing Director

Deccanpumps Private Limited Ganapathy, Coimbatore – 641 006.

Witnesses:

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DRINGPOL, PACET

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C.R. SRVL PRALEASAN

Prof. Civil Enginering dept.

PACET. Pollachi

2.
S. SHEEBA
DEPUTY MANAGER- ACCOUNTS
DPPL, COIMBATORE



தமிழ்நாடு ரிவுளாத TAMIL NADU

T. இனங்கோ

முத்திரைத் தாள் விற்பணையாளர்

பரவக்காடு ரோடு, பொள்ளாச்சி ENGINEERIN CL AND TECHNOl

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 18^{th} day of February 2020,

BETWEEN

P. A. College of Engineering and Technology, Puliampatti, Palladam Road, Pollachi - 642 002, Coimbatore District, the First Party represented by Dr. P. Appukutty, Chairman, P. A. College of Engineering and Technology hereinafter referred as 'First Party', (the institution)

AND

New Technology Mobile Service and Training Institute, Coimbatore, the Second Party, and represented herein by its Zonal / Divisional Head, Mr. B. Krishnakumar, Managing Director, (hereinafter referred to as 'Second Party', (the company)

P. APPUKULTY

Chairman

P.A. College of Engineering and Technology

Pollachi - 642 002.

NEW TECHNOLOGY 613, Near Singanallur Bus Stand, COIMBATORE - 641 015. Cell: 90802 55557 (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 P. A. College of Engineering and Technology
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- E) New Technology the Second Party is engaged in Skill Development, Training, Services and Product Development in the fields of Services and technical courses in mobile phone service, tablet repairs, laptop repairs, computer repairs and networking.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 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.
- 1.2 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.

P. A. College of Engineering and Technology
Pollachi - 642 002.

NEW TECHNOLOGY
613, Near Singenallur Bus Stand,
COIMBATORE - 841 015.
Cell: 90802 55557

1.3 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.

CLAUSE 2 SCOPE OF THE MOU

- 2.1 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.
- 2.2 **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.
- 2.3 Industrial Training & Visits: Industry and Institution interaction will give an insight into 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.
- 2.4 Internships and Placement of Students: Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **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.

Pollachi - 642 002.

NEW TECHNOLOGY
613, Near Singanallur Bus Stand,
COIMBATORE - 641 015.
Cell: 90802 55557

- **Guest Lectures:** Second Party to extend the necessary support to deliver 2.6 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 2.7 First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- Both Parties to obtain all internal approvals, consents, permissions, and 2.8 licenses of whatsoever nature required for offering the Programs on the terms specified herein
- There is no financial commitment on the part of the P. A. College of 2.9 Engineering and Technology, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

Nothing contained in this MoU shall, by express grant, implication, 3.1 Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to knowhow, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period New Technology, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of New Technology, 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 4.2 writing. In the event of Termination, both parties have to discharge their obligations.

P. A. College of Engineering and Technology

Pollachi - 642 002.

NEW TECHNOLOGY 613, Near Singanaliur Bus Stand. COIMBATORE - 641 015. Cell: 90802 55557

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party 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.

First Party

Second Party

P. A. College of Engineering and Technology Dr. P. Appukutty Chairman

NEW TECHNOLOGY Mr. B. Krishnakumar Managing Director

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 Coimbatore.

P. A. College of Engineering and Technology

Pollachi - 642 002.



AGREED:

For P. A. College of Engineering and Technology

For New Technology

Authorized Signatory
P. APPUKUTTY

Chairman

P. A. College of Engineering and Technology

Authorized Signatory
NEW TECHNOLOGY

613, Near Singanallur Bus Stand, COIMBATORE - 641 015.

P.A. College of Engineering and Technology	New Technology Mobile Service and Training Institute
Puliampatti, Palladam Raod, Pollachi - 642 002, Coimbatore District Tamil Nadu	613, Bus Stand, Kamarajar Rd, Singanallur, Coimbatore - 641005, Tamil Nadu.
Phone No.: +91-4259-221386.	Phone No.; 090802 55557

Witness1: Principal,

P. A. College of Engineering & Technology, Palladam Road, Pollachi - 642 002,

Witness2:

Dr. D. CHITRA M.E., Ph.D.,

Professor and Head,

Dept. of Computer Science and Engineering, P. A. College of Engineering and Technology, Pollachi - 642 002.

Witness3:

Dr. L. MURALI, M.E., Ph.D.,
Associate Professor & Head
Department of ECE
RA.College of Engg. and Techu.

N.College of Engg. and I Pollachi - 642 002.

Witness4:

Dr. S. VIJAYABASKAR, M.E., Ph.D.

Professor & Head,

Department of Electrical and Electronics Enginee P. A. Coffege of Engineering and Technology,

Pollachi - 642 002.



An Autonomous Institution

Approved by AICTE and Affiliated to Anna University
Accredited by NBA (CSE, ECE, EEE & MECH) and NAAC with 'A' Grade
An ISO 9001: 2015 Certified Institution



PULIYAMPATTI, POLLACHI, COIMBATORE - 642 002. Phone: 04259 - 297555, 221386, 221387 Telefax: 221386

Web: www.pacolleges.org / e-mail: pacollege@yahoo.com

Dr. P. Appukutty M.E., F.I.E., F.I.V., CHAIRMAN

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on this, the 26th of July 2022, BY AND BETWEEN

Kanini Software Solutions India Private Limited, a private limited company incorporated on 26 July, 2005 and having its registered office at No.51, Old Mahabalipuram Road, Sholinganallur Village, Tambaram Taluk, Kancheepuram, Tamil Nadu, represented by its authorized signatory, here in after referred to as 'Kanini Software Solutions India Private Limited' on the ONE PART (which expression whenever used shall mean and include its successors, administrators and assigns),

AND

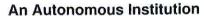
P. A. College of Engineering and Technology (Autonomous), Palladam Road, Pollachi – 642 002, affiliated to Anna University, represented by its authorized signatory Name title, hereinafter referred to as "Institution" on the OTHER PART (which expression whenever used shall mean and include its successors, administrators and assigns)

(Kanini Software Solutions India Private Limited and Institution are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Kanini Software Solutions India Private Limited is a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems Integration and managed services to its customers.

AND WHEREAS the Institution is an Education entity, providing quality education in Engineering and allied streams.

The Institution has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitude.





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CHAIRMAND WHEREAS the Institution, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of all engineering disciplines in the field of Information Technology ("IT"), has approached Kanini Software Solutions India Private Limited for forging an industry-institute academic alliance with the intent to facilitate and train the Institution's students on "Software Technologies" by utilizing the Kanini Software Solutions India Private Limited's relevant experience and by deputing Kanini Software Solutions India Private Limited's representatives who are subject matter experts in Technology space; from time to time to groom the designated students and the same shall be called as KANINI Incubation Centre with the objective of providing exposure to the Institution's students to current industrial needs and requirements.

AND WHEREAS Kanini Software Solutions India Private Limited, with a bona fide and noncommercial intention of grooming students to the present & future industrial needs thereby making them Industry ready students as they complete their college.

Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:

NOW THIS MOU FOR KANINI INCUBATION CENTRE WITNESSETH AS FOLLOWS:

Pursuant to the foregoing covenants, the Parties hereby agree and state as follows;

- 1. That the Parties on this day have executed this MOU with an intention to enhance the quality of educational experience for students of Institution and also for industry institute collaboration between the Parties for mutual benefit and pursuant there to the Parties agreed for:
 - a) Kanini Software Solutions India Private Limited May as mutually agreed from time to time, provide Institution with certain material and collaterals and Institution shall use the materials under the guidance of Kanini Software Solutions India Private Limited and only for the purpose of this Incubation Centre where the students will be asked to work on non-commerical projects or use cases.
 - b) This Incubation Centre would require a dedicated Staff from the college who will be the full-time coordinator (SPOC) during the training period which could strengthen communication and coordination.





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- c) The final year students to be trained will be pre-selected by Kanini Software Solutions India Private Limited (hereinafter referred to as the 'Pre-selected Students') based on their academic performance, proficiency and Incubation selection test score.
- d) The course will be imparted for the duration specified by Kanini Software Solutions India Private Limited as an additional training Program. This Program will be run during the pre-final / final semester of the graduation course being offered by the Institution for the Pre-selected students.
- e) Institution shall train all the pre- selected students pursuant to this MOU for the curriculum agreed with Kanini Software Solutions India Private Limited.
- f) Pre -selected Students who undergo this program as part of their prefinal/final semester may also be given an internship opportunity by Kanini Software Solutions India Private Limited either in its physical offices or through virtual mode.
- g) Pre-Selected Students who undergo this program shouldn't be encouraged for any placements further outside KANINI. Any drop outs will definitely be a huge setback because the students would have spent considerable time from both ends on training. This also is a vital parameter of the continuation of Incubation Centre for the next year.
- 2. The MOU shall be valid for two years from the date of execution. The Parties shall be at fully liberty to terminate the MOU at any time by issuing prior for written notice of thirty (30) days. The parties shall make reasonable efforts for the performance of the MOU and shall in good faith co-operate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with a voluntary service motive and there is no monetary obligation/consideration involved herein between the Parties. Under no circumstances, Kanini Software Solutions India Private Limited shall be treated as the vendor, contractor and agent of Institution (or Vice Versa)





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- 3. Institution shall have to bear all expenses towards providing infrastructure, network and internet access and the other facilities required for the education and training.
- 4. The Institution shall indemnify, defend and hold Kanini Software Solutions India Private Limited, its subsidiaries and affiliates thereof and their respective officers, directors, agents and employees, harmless from and against all claims, damages, liabilities, cost, losses and expenses, including reasonable attorneys' fees and expenses incurred, related to or arising from:
 - Bodily injury or damage to property incurred from or in connection with the performance of Institution under this MOU
 - ii. Any claim by or against Kanini Software Solutions India Private Limited arising out of a beach by the institution of any obligations (including, without limitation, any warranty, confidentially, intellectual property, assignment obligations) under this Agreement.
 - iii. The infringement, misappropriation or a claim of infringement or misappropriation of any patent, copyright, trademark or other proprietary or intellectual property right of a third party.
 - iv. The acts, omissions, negligence or misconduct of the Institution or its students, officers, directors, agents, representatives, assigns personnel and employees.
 - v. Any claim by the students or third parties against Kanini Software Solutions India Private Limited related to this MOU.
- Institution shall return any publicity material such as handouts, information brochures and posters provided earlier by Kanini Software Solutions India Private Limited on the termination or expiry of this MOU, or as when requested to do so by Kanini Software Solutions India Private Limited.
- 6. Except for collaboration related to specific domain, the Institution is not barred from having collaborations with other organizations. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. For initiatives which are planned for specific domain Institution can invite guest speakers with prior approval from Kanini Software Solutions India Private Limited. Any other event in this domain will be conducted in collaboration with Kanini Software Solutions India Private Limited.

ARULJOTHI CHARITABLE TRUST

BC 59/72, Elango Street, Mahalingapuram, Pollachi - 642 002.





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- 7. The Parties shall independently meet their expenditure incurred by the respective Parties in performing their part of obligations agreed herein.
- 8. The Parties shall respect the intellectual property of the other party and third parties and shall not use the trade name, copyright, patent, symbol or designation belonging to the other party without prior approval and permission. No party shall claim itself as an agent or representative of the other party or create any liability for the other party.
- 9. The Parties shall maintain confidentially of all information, course materials, plans, discussions, strategies, data or any material which shall be deemed to be confidential.
- 10. IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, COVER, LOSS OF OR INTERRUPTION OF BUSINESS OF CUSTOMER OR ANY OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES, THE DELIVERABLES, ANY SOFTWARE OR ANY OTHER MATERIALS OR ITEMS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE; AND (B) KANINI SOFTWARE SOLUTIONS INDIA PRIVATE LIMITED'S AGGREGATE LIABILITY ARISING OUT OF THIS MOU FOR ANY CLAIM.
- 11. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
- 12. The parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
- 13. Neither of the parties shall not use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
- 14. Kanini Software Solutions India Private Limited will be provided with Day 2 slot during the campus placements by the Institution, which will be finalized based on the mutual discussion and agreement



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- 15. The Parties hereby agree that Kanini Software Solutions India Private Limited shall not be under any obligation under this MOU to recruit any students from the Institution and the latter shall not make any claims in that regard.
- 16. The parties may negotiate amendment and / or modifications to the MOU will require written approval from both parties.

IN Written WHERE OF both parties put their hard seal on the day, month and year stated herein above:

Date: 26.07.2022

Date:

Place:

Place:

Name: Vijayalakshmi S

Name: Dr. Appukutty, Chairman

Company: KANINI SOFTWARE SOLUTIONS

Institution: P. A. COLLEGE OF ENGINEERING

INDIA PRIVATE LIMITED

AND TECHNOLOGY (Autonomous)

Signature:

த் Signature