

தமிழ்நாடு तमिलनाडु TAMIL NADU கேவு-

197.

சாமிநாதன்.

BREE ACHHAMMI ARTS AND SUIENUE
COLLEGE FOR WOMEN.

47AA 063999

M. K. கோதண்டபாணி, முத்திரைத்தால் விற்பகையாளர், ட. No. 39/GTM/2008 கூடநகரம், குடியாததம் Tk.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

SREE ABIRAAMIARTS AND SCIENCE COLLEGE FOR WOMEN
(Affiliated to Thiruvalluvar University)

Keelalathur, Gudiyatham - 635803,

Vellore District

&

MARS COMPUTER EDUCATIONS

(Run by MARS Educational and Charitable Trust)

Corporate Office: #7/1, Anna Street, Ambapuram.

Gudiyatham - 632602, Vellore District

GUDIVATIAM ST

G.P. M.

PRINCIPAL
REEABIRAAMI ARTS AND SCIENCE COLLEGE FOR WOMEN
GUDIYATTAM - 635 803,
VELLORE DISTRICT.

For MARS Educational and Charitable Trust

CHAIRMAN

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as 'MoU') is entered into on this the 01.06.2018 by and between

Sree Abiraami Arts and Science College for Women, Keelalathur, Gudiyatham, The First Party represented herein by its Name of Competent Authority / Representative (herein referred as 'first Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns).

#### AND

Mars Computer Educations, Ambapuram, Gudiyatham, The Second Party, and represented herein by its Zonal / Divisional Head, Name of Competent Authority/ Representative, (herein after referred to as 'Second Party', Institution which express unless excluded by or repugnant to the subject of context shall include its successors – in – office, administrators and assigns).

(First Party and Second Party are herein after jointly referred to as 'Parties' and individually as 'Party') as

#### WHEREAS:

A) First Party is a Higher Educational Institution named:

Sree Abiraami Arts and Science College For Women, Keelalalthur, Gudiyatham

- 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 intent 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 interests.
- E) MARS Computer Education -, the Second Party is engaged in providing new

and good quality courses through training, implementing it through the best instructors in a systematic manner.

- F) MARS Computer Education -, the Second Party is promoted by promoter name Group; Address and background of the Institution.
- G) Give related information, its branches, and dimensional information about the course concerned with whom the MoU is sworn.

# NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO 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.
- 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 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 ready.
- 2.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whats ever nature required for offering the Programmes on the terms specified herein
- 2.5 There is no financial commitment on the part of the Sree Abiraami Arts and Science College for Women, 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, Estoppel 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

4.1 This Agreement will be valid for 5 year or until it is expressly terminated by either Party on mutually agreed terms, during which period Mars Coputer Education, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Mars Coputer Education, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

4.2 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 Abiraami Arts and Science College for Women and Mars Computer Education 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.

#### **AGREED**

For Sree Abiraami Arts and Science College for

For Mars Computer Education

Women

Authorized Signatory

PRINCIPAL

GUDIYATTAN

PRINCIPAL

GUDIYATTAN

Recall Hard Science College for Mars Computer Education CHAIRMAN

Keelalthur, Gudiyatham, Vellore District

Phone number: 7639003546

Email id: Abiraami.office@gmail.com

Authorized Signatory Charlable Trust

For MARS Education Chairman

Mars Computer Education CHAIRMAN

#7/1, Anna Street, Ambapuram. Gudiyatham — 632602, Vellore District

Phone number: 9710589231

Email id: Abiraami.office@gmail.com

Witness1:

[D. 8UMATH]

2. S. J. Th

[S. JEEVITHA]

Witness2:

M. Sellen.

2 - M. &-V7 (M. SARAVAWAN)