

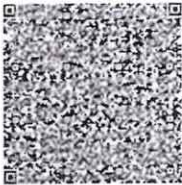


सत्यमेव जयते

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e-Stamp

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Unique Doc. Reference : SUBIN-PYPY-SELF76811425559328T
Purchased by : sureshkannan s
Description of Document : Article 4 Affidavit
Property Description : AFFIDAVIT- MEMORANDUM OF UNDERSTANDING MOU
Consideration Price (Rs.) : 50
(Fifty only)
First Party : SRI VENKATESHWARAA COLLEGE OF ENGG AND TECHNOLOGY
Second Party : E CAP ENNUM VAZHICKATTI
Stamp Duty Paid By : SRI VENKATESHWARAA COLLEGE OF ENGG AND TECHNOLOGY
Stamp Duty Amount(Rs.) : 50
(Fifty only)



SELF PRINTED CERTIFICATE
TO BE VERIFIED BY THE RECIPIENT

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) has been entered on this date 10th April 2021 between, **E-CAP ENNUM VAZHICKATTI** represented by Mr.Gokul T C M, Founder and Director of E-CAP, is one of the ONE Party; and

Sri Venkateshwaraa College of Engineering & Technology, Puducherry, represented by Dr.S.Pradeep Devaneyan, Principal, is of the OTHER Party.

T. C. M. Gokul



PRINCIPAL

SRI VENKATESHWARAA COLLEGE OF
ENGINEERING & TECHNOLOGY
ARIYUR, PUDUCHERRY - 605 102.

WHEREAS:

- a) The Party of the First Part is a higher educational institution.
- b) The Party of the Second Part is a Non-Profit Organisation engaged in conducting Skill Development and Training Programmes in various educational institutions.
- c) The First and Second Party believe that collaboration and cooperation between the parties will promote effective use of each of the Party's resources and provide each of the Parties with enhanced opportunities.
- d) The Parties hereby intend to cooperate and focus their efforts on cooperation within the area of Soft skill training.

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

**CLAUSE 1
OBJECTIVES AND SCOPE**

- A. To bridge an Industry – Institutional interaction.
- B. To facilitate workshops, seminars and provide Value added business related Soft Skill training to students.
- C. To impart the Basic and Advanced application software skills and guide the students.
- D. To develop projects and implement simple applications.

**CLAUSE 2
DEFINITIONS**

- A. A home institution** refers to the institution where a student is a full-time student or partly attached to the institution, and from where a student is expected to gain some knowledge certificates or degrees.
- B. A host institution** refers to an institution that receives a student for a brief period of time to undertake a predetermined Program study or research / education Program.

**CLAUSE 3
CO-OPERATION**

- A. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly and 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.
- B. The terms of Definitive Documents shall be mutually decided between the Parties.

T. C. M. Anand



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CLAUSE 4
INTELLECTUALPROPERTY

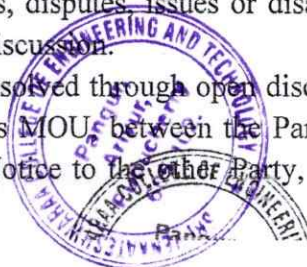
- A. The Parties hereby agree to respect each other's rights to intellectual property.
- B. Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know, inventions, patents, copyrights and designs)of the other Party.
- C. Further, the Intellectual Property Rights that arise because of any collaborative research or activity under this MOU will be worked out on a case-by-case basis and will be consistent with the officially laid down IPR policies of the Parties.

CLAUSE 5
TENURE, TERMINATION AND VALIDITY

- A. This MOU will take effect from the date it is signed by representatives of the two Parties. It shall be valid for **THREE** Academic Years from **2020- 2021 to 2022-2023** and may be continued thereafter with suitable mutual review and agreement by the Parties.
- B. Either Parties may terminate the MOU by giving written notice to the other Party six months in advance.
- C. If a Party does not agree to the termination, then the Parties agree that this will
- D. constitute a Dispute to be resolved in accordance with Clause 6
- E. Once terminated, neither Party shall be responsible for any losses, financial nor otherwise, that occurs due to any activities that happens post the Date of Termination, which the other Party may suffer.
- F. However, the Parties shall ensure that all activities in progress can complete successfully.

CLAUSE 6
DISPUTE RESOLUTION

- A. For the day-to-day operation of this MOU, in the first instance, the parties will address any operational difficulties, disputes, issues or disagreements together in a transparent manner through open discussion.
- B. If a dispute cannot otherwise be resolved through open discussion, a Party claiming that a dispute has arisen under this MOU between the Parties or the way they are interacting, must give a Dispute Notice to the other Party, specifying the nature of the dispute.



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- C. A Dispute Notice may be withdrawn at any time by the Party that gave the Dispute Notice.
- D. Within ten Working Days from the date of issue of the Dispute Notice, the representatives of each Party will use their best endeavours to resolve the dispute between themselves at an operational level.
- E. If the representatives of each Party are unable to resolve the dispute within 20 Working Days from the date of issue of the Dispute Notice, the representatives of each Party will refer the dispute for resolution to a Sole Arbitrator as may be mutually appointed by the Parties.
- F. Even if a dispute is taking place, the Parties to the dispute should make best efforts to continue to comply with this MOU.

**CLAUSE 7
RELATIONSHIP BETWEEN THE PARTIES**

- A. It is expressly agreed that the Parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.
- B. This MOU intends to create a legal relationship between the parties to the contract and the breach of any clause of this MOU would mean the same as a breach of a contract under the Indian Contract Act, 1872.
- C. 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.
- D. 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.

**CLAUSE 8
RESPONSIBILITIES**

A. Joint Development and Consulting

- a. The Parties shall mutually identify and invite members of Department on consulting with the other third Party institutions to participate in research and development programs.
- b. The terms and conditions for such participation shall be decided mutually on case to case basis.

T. C. M. [Signature]



[Signature]
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B. Exchange of Team members

- a. The Parties shall encourage collaboration and exchange of team members of the Parties to encourage members of both the Party's team to undertake short visits or to take up fixed-term visiting assignments based on the availability of Party of the Second Party's Resource Persons of each Parties institution as per the existing norms for the purpose of fulfilment of this MOU.
- b. The Terms and conditions for each visit or an assignment, including those concerning the name of the concerned member shall be decided mutually by the parties as and when required.

C. Certificates: Soft Skill Training and Personality Development.

- a. A student's program of study at the host institution will be determined by mutual consultation between his / her academic adviser at the home institution and his/her "interim" academic advisor identified by the host institution.
- b. The host institution will evaluate an exchanged student's performance in each course or module and award a letter of appreciation after completion.
- c. If a student has undertaken a research, then the host institution will evaluate the student's performance in the research, and issue a letter to that effect, together with a "technical report" of the research carried out.

D. Exchange of Scientific and Technical Material

- a. The Parties shall exchange information on educational Programs, teaching / learning material related to Soft Skills and personality Development and other literature relevant to their educational and research Programs.
- b. Further, the Parties shall explore ways to share teaching / learning material, and other relevant Literature, while respecting each other's intellectual property and other rights.

E. Joint Conferences, workshops, FDPs, Guest Lectures, and Short-Term Courses

- a. The Parties shall identify and invite members from various areas of Literature, Commerce, and industry from other third Party institutions to participate in conferences, workshops, and short-term courses.
- b. The terms and conditions for the same shall be decided mutually by the Parties and made in writing.

F. Coordination

Parties shall appoint a member from its team to coordinate the Program on its behalf. Further, a coordination committee, consisting of

- a. Principal / Director / Founder / CEO of the Party of the First Part, or his / her nominee
- b. Founder / Director of the Party of the Second Part, or his / her nominee

T. c. m. A. b. n. d.



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- c. Program Coordinator representing each party shall periodically review and identify ways to strengthen cooperation between the Parties.

G. Miscellaneous

- a. The Travel, Accommodation and Honorarium for the resource persons of the Party of the Second Part shall be borne by the Party of the First Part.
- b. Infrastructure facilities including but not limited to a meeting hall, audio facilities, technical assistance shall be borne by the Party of the Second Part.

CLAUSE 9 AMENDMENT

The Memorandum of Understanding may be modified or amended only by written agreement between the Parties.

CLAUSE 10 MISCELLANEOUS

A. Privacy:

The Parties will cooperate to ensure they do not cause the other to breach any privacy obligations that another Party has at law.

B. Notices:

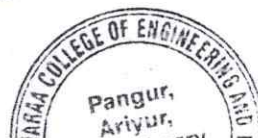
A notice may (in addition to any other method permitted by law) be sent by pre-paid post, pre-paid courier or by electronic mail.


C. COSTS:

Unless otherwise agreed by the Parties, each Party will pay its own legal costs and other expenses for and incidental to the preparation, negotiation and completion of this MOU.



T. c. m. 




PRINCIPAL,
SRI VENKATESHWARRA COLLEGE OF
ENGINEERING & TECHNOLOGY
ARIYUR, PUDUCHERRY - 605 102.

CLAUSE 11

SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the agreement and having equal legal validity. By signing below, the parties, acting by their duly authorized officers, have caused this Memorandum of understanding to be executed, effective as of the day and year first above written.

For and on behalf of

For and on behalf of

Party of the First Part

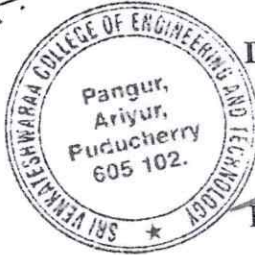
Party of the Second Part



Mr. Gokul TCM

Founder and Director

**E-CAP ENNUM VAZHICKATTI
Karur**



Dr.S.Pradeep Devaneyan

Principal

SVCET - Puducherry

PRINCIPAL
SRI VENKATESHWARAA COLLEGE OF
ENGINEERING & TECHNOLOGY
ARIYUR, PUDUCHERRY - 605 102.

In presence of

In presence of

1. Mr.A.Dhanush kumar A
Executive Director, E-CAP

**E-CAP ENNUM VAZHICKATTI
Karur**

1. Dr.B. Vidhya
Chief Operating Officer

SVGI, Puducherry.

