



சுப்பிரீம்நாடு தமிழ்நாடு TAMIL NADU

*S. Balu*

11AC 848364

S. பால ஜெயா

ஸ்டாம்பு வெண்டர்

உரிமை எண்: 1/2015 தேதி 20-03-20

இராஜாக்கமங்கலம், குமரி மாவட்டம்

### Memorandum of Understanding

This memorandum of understanding, herein called as MOU, is entered into as on 11/01/2024,

Between

Departures Of History, Sree Ayyappa college for Women, the First party, represented

herein by its College Principal and Associate Professor of History department (hereafter

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

BITS INFO TECH Chunkankadai Nagercoil and represented herein by its Centre head, (hereinafter referred as 'Second Party', company which expression, unless excluded by or repugnant to the subject or context shall include it's successors in office, administrators and assigns).

(First party and second party are hereinafter referred to as 'Parties' and individually as 'Party')

*[Signature]*

*Arjane V.R*  
11/1/24

Whereas:

A) First party is an Higher Educational Institution named:

**Department Of History, Sree Ayyappa College for women**

B) First Party and Second party believe that collaboration and cooperation 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 are of Skill Based Training, Education and Research

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their interest.

**BITS Info Tech Chunkankadai**, is engaged in Business, Skill Development and Education Services in the field of People's skills and project planning.

E) **BITS Info Tech Chunkankadai**, the second party is training company in India, having given comprehensive training on People's skills and Project planning courses, with corporate office at Nagercoil. We are providing the skill development in the courses namely PGDCA, Diploma Courses, MS Office Automation, Tally ERP 9, DTP, .Net, Advanced Java, C, C++, InDesign, Illustrator.

F) Given related information, its branches and dimensional information about the industry concerned with whom the MoUissworn.

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

**CLAUSE 1 CO-OPERATION**

1.I 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 with 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.IIFirst party and Second party co-operation will felicitate effective utilization of the intellectual capabilities of the faculty of First Party and providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.



Arjuna V.R  
11/11/24

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Arjuna V.R  
11/11/24

1.III The general terms of cooperation 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, orders 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 upgradation, 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 The Second party will provide its Labs/Workshops for the hands-on-training of the learners enrolled with the First Party.

2.4 **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.

2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the First Party on the technology trends and in house requirements.

2.6 Both parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Programs on the terms specified herein

2.7 There is no financial commitment on the part of the **Department Of History, Sree Ayyappa College for women**, 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

3.1 Nothing contained in this MoU shall, express grant, implication 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, copyrights and designs) of the other Party.

Arjun V. R  
11/11/24

**CLAUSE 4 VALIDITY**

4.1 This agreement is validated until it is expressly terminated by either Party on mutually agreed terms, during which period **BITS Info Tech Chunkankadai**, the Second Party, as the case may be, will take effective steps for implementation of this MoU. Any act on the part of **Training Partner** or **BITS Info Tech Chunkankadai**, 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 4 Months 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 **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship establishment 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, 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.

  
Anjan V.R.  
11/1/24

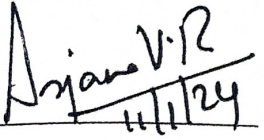
First Party

  
Second Party

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 Nagercoil.

AGREED

For Department Of History, Sree Ayyappa College For Women For BITS Info Tech

  
11/11/24

Authorized Signatory

Dr. V R ANJANA

Principal


Sree Ayyappa College For Women, Chunkankadai.

  
Authorized Signatory

Mr. T SREE KUMAR

Branch Director

BITS Info Tech, Chunkankadai.

  
11/11/24

Authorized Signatory

Dr D Lekha

HOD Department of History

Sree Ayyappa College For Women, Chunkankadai.

WITNESS

  
11/11/24

Signature

Dr T Anitha

Associate professor Department of History

Sree Ayyappa College For Women, Chunkankadai.

WITNESS

  
11/10/24

Signature

M SHALINI

Branch Manager

BITS Info Tech, Chunkankadai.