



தமிழ்நாடு தமில்நாடு TAMILNADU

16/3/24

சுற்றுலா மற்றும் மின்சாரத் துறைமன்றம்  
கல்யாணி, திருப்பத்தூர்.

100/-

DA 779808

K. Anantharam

Ln K. அனந்தராமன் B.Com.,  
முத்திரைத்தாள் விற்பனையாளர்  
உரிமம் எண். 3/2021 KKD  
திருப்பத்தூர் - 630211  
சிவகங்கை மாவட்டம்.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into and executed on 16<sup>th</sup>, March 2024 between the **Department of Commerce (B.Com CA), Arumugam Pillai Seethai Ammal College, Thiruppathur** and **Brain Tech Computers, Thiruppathur**.

This collaboration is signed between the **Principal of Arumugam Pillai Seethai Ammal College Thiruppathur (Party 1)** and the **Proprietor of Brain Tech Computers, Thiruppathur. (Party 2)**

**Party 1: Dr.KR.Jeyakumar, Principal, Arumugam Pillai Seethai Ammal College, Thiruppathur.**

**Party 2: Mr.V.Karthikeyan, Proprietor, Brain Tech Computers, Thiruppathur.**

(First party and Second party are hereinafter jointly referred to as 'parties and individually as party)

v. karthikeyan  
16/3/24



K. Anantharam  
16/03/2024

**Whereas:**

**a) First Party is a Higher Educational Institution named:**

**Arumugam Pillai Seethai Ammal College, Thiruppathur.**

**b) Second Party is a Skill Based Educational Institution named:**

**Brain Tech Computers, Thiruppathur.**

a) First Party & Second Party believe that collaboration and cooperation between them will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

b) The Parties intend to cooperate and focus their efforts on cooperation within the area of Skill-Based Training, Computer base Education, and Project Assistance.

c) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

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

## **CLAUSE 1**

### **COOPERATION**

1.1 Both the parties are united by common interests and objectives and they shall establish channels of communication and cooperation within the institutions 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 each other.

1.2 First Party & Second Party cooperation will facilitate mutual and effective utilization of the intellectual capabilities of the faculty of both institutions providing significant inputs to them in developing suitable teaching/training systems keeping in mind the needs of the industries.

1.3 The general terms of cooperation shall be governed by this MoU. The parties shall cooperate with each other as promptly as possible and enter into all relevant agreements, deeds, and documents (the Definitive Documents) as may be required to give an effect to the actions contemplated in terms of this MoU.

1.4 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.

V. K. K. K.

16/3/24



16/03/2024

## Clause 2

### Scope of the MoU

- 2.1 The B.com CA students from the institutions could play a key role in the technological upgradation, innovation and competitiveness of an industry. Both parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 Parties shall encourage the continued development between the institutions based on their respective academic and educational needs through short-term educational programmes under this MoU.
- 2.3 Parties shall organize various programmes i.e., Guest lecture programmes, and Computer based training programmes, such as Tally, Photoshop, etc., jointly or separately with the consent of other party relating to the students of the parties.
- 2.4 Parties shall encourage the exchange of Faculty members in the context of programmes, and knowledge empowerment programmes for the benefit of the stakeholders of both the institutions.
- 2.5 Parties shall also permit staff exchange programme and express their willingness to handle classes for the transfer of theoretical knowledge among the students.
- 2.6 Parties shall provide support to the development activities by the way of willingness to conduct invited lectures and training programmes for the benefit of the students with a nominal fee and the faculty members in the areas identified and required by each other.
- 2.7 Parties shall provide necessary facilities to conduct the above programmes in their premises.
- 2.8 The organization and implementation of above programmes a subject to the rules and regulations of both the parties.
- 2.9 The Memorandum of Understanding is based on good faith and support to be extended by both the parties to conduct various programmes. Hence, such terms which are spelt could be discussed mutually and agreed thereupon benefitting both the parties herein.

## 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, copyrights and designs) of the party.

V. K. K. K.  
16/3/24



M. S. S. S.  
16/02/2024

## Clause 4

### Validity

4.1 This MoU will take effect from the date it is signed by the representation of both institutions.

4.2 This MoU shall be deemed to have been automatically rescinded after the **expiry period of three years** unless renewed for any further periods as per mutually agreed terms at a later stage. Either institution may terminate the MoU by giving written notice to the other institution six months in advance.

## 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 constructed as a partnership.

5.2 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.

5.3 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.

5.4 Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties per the Arbitration Act, 1996. The place of the arbitration shall be District Head Quarters of both the parties.

5.5 This undertaking is constructed in accordance with Indian Law with exclusive jurisdiction in the Courts of Sivagangai.

### Party 1

*MP, 16/03/2024*  
The Principal  
Arumugam Pillai Seethai Ammal College  
Thiruppathur, Sivagangai.

PRINCIPAL  
ARUMUGAM PILLAI SEETHAI AMMAL COLLEGE  
THIRUPATTUR-630 211  
SIVAGANGAI DIST



Witness from Institution

### Party 2

*V. K. K. K. 16/3/24*  
The Proprietor  
Brain Tech Computers,  
Thiruppathur, Sivagangai.

Witness from Institution