



தமிழ்நாடு தமில்நாடு TAMIL NADU

Adhi college  
Kanchi puram

 78AB 871462

ம. முகேஷ் ( S.V. 4536/D1/08 )  
39/80, இராஜ வீதி, வாலாஜாபாத்.

NO:8325 RS:20 DT:9.1.21



**MEMORANDUM OF UNDERSTANDING (MOU)**

**The Agreement**

This AGREEMENT made and entered into on 09-01-2021 day of Saturday between NaturePro+, Kumaran Avenue, 1<sup>st</sup> Street, Anandha Nagar, Santhosapuram, Chennai – 600 073 (hereinafter referred to as the "ORGANIZATION" which expression shall where the contest so admits include its successors and permitted assigns) of one part

and

Adhi College Of Engineering and Technology- No.6, Munu Adhi Nagar Sankarapuram, Near Oragadam Chennai, Chennai, Tamil Nadu 631605 (hereinafter referred to as "ASSOCIATED INSTITUTED INSTITUTE" which expression shall where the contest so admits include its successors and permitted assigns) of the other part.

The agreement is operated through the PRINCIPAL of the ASSOCIATED INSTITUTED INSTITUTE and The CEO of The ORGANIZATION. This proposal can be started at Village Sankarapuram, Kanchipuram, TamilNadu-631605 initially, which shall be emulated at other villages.

  
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Sankarapuram, Near Valajabad,  
Kanchipuram - 631 605.




## Scope

WHEREAS The ASSOCIATED INSTITUTE is engaged in providing training, skill development, consultation and has strength in development and delivery, innovations and marketing of technology trainings etc. particularly in the areas of Telecom, Electronics and IT and has approached The ORGANIZATION to establish and effective relationship in the larger interest of the sector

and

WHEREAS the ORGANIZATION is a premier professional society, devoted to the advancement of Science and Technology in Electronics, Telecommunications, Information Technology, Computer Science and other related disciplines, has agreed for this mutual association.

Now therefore in consideration of mutual covenants hereinafter contained, the parties hereto agree to jointly play an effective role in installing the Bio Gas plant and develop a model villages through skill enhancement of the Technical and Engineering solution through practical.

## Objectives

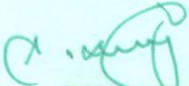
- Design, develop and deliver programmes ensuring required quality which in turn will lead to professional courses as per the industry requirements and making aspirants employable.
- To be quality skill enhancement partner and projects/system integrator for corporate and government agencies
- Enhancing skills of students/aspirants through internship and vocational training.

## Role of the ORGANIZATION

1. The ORGANIZATION shall provide the available infrastructure & basic amenities such as electricity, water, telephone, etc.; suitable and ready for delivering the training courses and other activities in conjunction with the ASSOCIATED INSTITUTE in the scope.
2. The ORGANIZATION shall provide a workable space/ room with basic amenities for the staff of The ASSOCIATED INSTITUTE to facilitate marketing & related activities for successful outcome of joint activities.
3. The ORGANIZATION shall help to develop market through its existing established network and would support in marketing exercise.
4. The ORGANIZATION shall nominate a coordinator as a point of contact (POC) for ASSOCIATED INSTITUTE for proper operation of MoU.
5. The ORGANIZATION shall treat ASSOCIATED INSTITUTE as a training partner for joint activities for mutual benefits.

## Role of the ASSOCIATED INSTITUTE

1. The ASSOCIATED INSTITUTE shall utilize its strength to align with various skill development programmes and initiatives to meet the objectives of The ORGANIZATION. It shall accordingly design and deliver various programmes within the overall scope of MoU.
2. The quality delivery is the responsibility of The ASSOCIATED INSTITUTE and The

  
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- ASSOCIATED INSTITUTE would have to have in-house or engage the required manpower and the faculty as per the requirement, in conjunction with the ORGANIZATION.
3. The ASSOCIATED INSTITUTE shall design, develop and provide required course materials & practical training to the students.
  4. The ASSOCIATED INSTITUTE shall market the programmes to make them successful. It shall also guide and support the students for proper placement.

### Joint Responsibilities

1. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.
2. Promotion for the programmes undertaken shall be advertised/ propagated through respective websites of the parties.
3. Technical workshops/ promotional workshops within the scope of the MoU.
4. Assessment of the courses shall be carried out jointly by both the parties.
5. Successful business models developed shall be emulated at outside, as per mutual agreement with other centres.

### Financial Arrangement

1. Course fee shall be decided in mutual agreement by both the training partners for all the programs to be conducted jointly
2. For courses under the purview of SSCs, fee from the students shall be collected as per the allotment of seats by SSCs to respective training partners, i.e. 'The ORGANIZATION' or 'The ASSOCIATED INSTITUTE', or shall be collected by different parties as the case may be.
3. ESCROW Accounts shall be created by The ORGANIZATION, and by The ASSOCIATED INSTITUTE.
4. Promotional costs as mutually agreed shall be offset against total revenue to be shared.
5. The ORGANIZATION shall not be liable for discharging any financial commitments made by the ASSOCIATED INSTITUTE or vice-versa.

### Duration and Termination of Agreement

MOU shall be effective from the date of signing and shall remain in force for a period of two years. It shall automatically be renewed for next two years until & unless discontinued by either party.

The ORGANIZATION has the right to terminate the agreement for non-performance of the ASSOCIATED INSTITUTE, based on half yearly detailed reviews.

In case the ASSOCIATED INSTITUTE intend to terminate the contract, it shall communicate the ORGANIZATION six months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is obligation of the ASSOCIATED INSTITUTE to make it successful.

### Confidentiality

The ORGANIZATION agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the ASSOCIATED INSTITUTE and cannot be used for at least two years from the date of termination/ completion. The ORGANIZATION shall not be liable for any suit on account of demands for infringement of copyright etc. by the ASSOCIATED INSTITUTE which has no nexus with the objective of the MoU.

  
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## General Provisions

1. Both the Parties have full power and authority to enter into this MoU and take any action execute any documents required by the terms hereof; and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.
2. This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
3. The ASSOCIATED INSTITUTE & The ORGANIZATION shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.
4. The ASSOCIATED INSTITUTE shall strictly follow the ORGANIZATION norms, rules and regulations for conducting the programs and shall maintain the ORGANIZATION high standards.
5. All courseware provided by the ASSOCIATED INSTITUTE is its copy right. Confidentiality of same shall be maintained and the ORGANIZATION should ensure it is not replicated in outside.
6. Both parties can use logo, trade name, course modules & other related materials for promotion of the courses to be conducted jointly within the scope of this MoU.
7. Both parties shall promote the arrangement and courses through respective websites

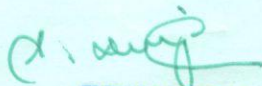
## Steering Committee

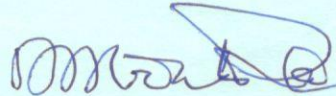

The MoU Provisions for constitution of a steering Committee with the following constitution with a view to operate the agreement quite meaningfully and successfully:

CEO, NaturePro+	Member
Director Technology, NaturePro+	Member
PRINCIPAL -Adhi College of Engineering and Technology	Member

NB: The quorum of the meeting of the steering committee shall be the CEO plus TWO members. In the absence of CEO, Joint Director, ASSOCIATED INSTITUTE shall chair the steering committee. The functions of the steering committee shall be to oversee the planning and meaningful execution of the Agreement as delineated below:

1. To ensure effective collaboration with industry for improved employability.
2. To participate effectively and get integrated with skill development mission
3. To bring Academia and industry on a common platform and evolving strategy to map the requirements of each other and competent manpower to industry with updated employable knowledge.
4. To work for certification & recognition of the programmes and issuing certificates jointly.
5. To provide guidance, direction and approval regarding methodology for marketing of programmes and training courses.
6. To suggest and approve amendments in MoU, if so required.
7. To handle the issues of dispute and the directions given by the committee to resolve the dispute will be final before moving to the court.
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## Force Majeure


The Parties shall not be liable for any failure to perform any of its obligation under this MOU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts, fire, floods, natural calamities or any act of God (hereinafter referred to as event), provided notice of happening of any such events given by the affected party to the other, within 120 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitles to terminate the MOU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided service under the MOU shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of Force Majeure event and shall consult together to find a mutually acceptable solution.

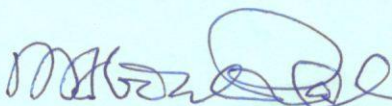

## Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).

## Arbitration

- In the event of a dispute between the ASSOCIATED INSTITUTE and the ORGANIZATION arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.
- Further, in case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Delhi, India. Jurisdiction shall be Court of Delhi.

  
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

The ORGANIZATION

The ASSOCIATED INSTITUTE

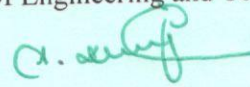
NaturePro+ Tech

On Behalf of Adhi College Of Engineering and Technology

By:



By:




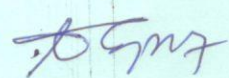
Title:

**Director**  
**NaturePro+ Tech**  
Sankarapuram, Chennai - 600 073.

Title:

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Witness:

1.  (D. THIYAARASAN)
2.  (Dr. D. MURUGESAN)

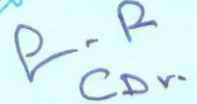


Witness:

1.

 (Dr. V. PARVATHY)

2.

 (CDr. R. Gowri)