



தமிழ்நாடு TAMIL NADU

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U.சண்முகம்

28AB 820835

Adhi College of

S.V. வாலாஜாபாத் தமிழ்நாடு
உரிமம் எண்: 7372 / B1 / 3

6 AUG 2016

Engineering Technology
MEMORANDUM OF UNDERSTANDING (MOU)

வரிசை எண்: 05157 தேதி:

Sankarapuram
between

M/S TOP FRESHERS TECHNOLOGIES PVT LTD

No: 28A, Parvathy Avenue 3rd Street, Shakthi Nagar Main Road,
Porur, Chennai - 600 116.

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ADHI COLLEGE OF ENGINEERING & TECHNOLOGY

No.6, Munu Adhi Nagar, Sankarapuram, Puliambakkam Post,
Kanchipuram Dist, Tamilnadu - 631 605.



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10/18

For ADHI COLLEGE OF ENGINEERING & TECHNOLOGY

[Handwritten Signature]
CHAIRMAN

Memorandum of Understanding ("MOU") between **M/S Top Freshers Technologies Pvt Ltd.** No:28A, Parvathy Avenue 3rd street, Shakthi Nagar Main Road, Porur, Chennai – 600 116 (hereafter referred to as "TFTPL") and **Adhi College of Engineering & Technology**, No.6, Munu Adhi Nagar, Sankarapuram, Puliambakkam Post, Kanchipuram Dist, Tamilnadu – 631 605 (hereafter referred to as "ACET").

WHEREAS:

TFTPL is in the business of providing integrated training, technology solutions and consulting service in the learning space.

ACET is in the business of imparting quality Education at UG/PG levels

Through this agreement, TFTPL has agreed to provide the required services to ACET as per the terms and conditions mentioned below.

A. OBJECTIVES

- 1.1 The primary objective of the MoU is to form a mutually consultative collaboration that will aim to bridge the Industry – Academia gap and to provide skill development programs necessary to make the students employable.
- 1.2 The objectives shall include:
 - Introduce specialized value added training program for the students of ACET.
 - Provide exposure on industry expectation and preparing students on the tolls/ softwares used in industries.

B. OPERATING PRINCIPLES:

This MoU will be based on the following operating principles.

- 1.1. Endorsement
Support for this partnership shall be endorsed at the executive levels of the administration of TFTPL and ACET, as evidenced by the signatures to this agreement.
- 1.2. Structure
The parties shall utilize and strengthen the current capacity of each partner organization's existing delivery structure or infrastructure and shall jointly establish any new structure necessary to the effective accomplishment of our mutual goals relative to the partnership. Each party shall designate an institutional liaison or partnership committee that will be responsible for managing the relationship and will serve as the primary contact for each respective institution.
- 1.3. Implementation
The parties shall complement each other in the implementation of the programs in full recognition of the requirements of being accountable to each other, students, industry and other stakeholders. TFTPL and ACET shall jointly facilitate the process of implementation of the partnership.
- 1.4. Decision Making
Decisions affecting the partnership will be made by mutual consent. One party cannot make a decision affecting the other party without its consent. All parties have the right to submit proposals that involve a mutual decision and will respect the particular characteristics of each party and its right to mutual consent.
- 1.5. Resources
The parties shall jointly provide resources for the purpose of implementation of the partnership. Such resources include, but are not limited to program delivery staff, delivery support, and infrastructure facilities.
- 1.6. Communication
The parties shall commit to open communication between each other and other institutions at all

effort will be made to settle the matter through dialogue and negotiation and to accommodate the policies and intention of each other's respective board and constituents.

3. Payment

Service fee in INR as mentioned in the associated work order (WO#: ADHI/2016/001), mutually accepted and agreed by both the parties will have to be paid by ACET to TFTPL. The payment terms are fixed as per the following schedule:

- 50% of the total amount to be paid on the training start date and
- 50 % of the total amount upon completion of the program

4. Period of Memorandum of Understanding

This MOU shall remain in effect for duration of ONE year. The MoU shall be renewable only if both Parties agree in writing to such renewal no less than sixty (60) days prior to the expiration of the Initial Term hereof.

5. Effective Date

This Memorandum of Understanding is effective on the 08th August, 2016.

6. Liability and Indemnity

ACET would indemnify and hold harmless TFTPL, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fee), arising out of or in any way connected with his rendering of services on behalf of TFTPL under this MoU except to the extent that such a claim is attributable to fault on the part of TFTPL.

7. Intellectual Property

Nothing in this agreement is intended to grant any rights to the ACET with regard to any pre-existing intellectual property rights of TFTPL or its partners. All documents and materials of TFTPL used for conducting various programs, furnished by TFTPL to the students/faculty of ACET or in any way obtained in connection with services to be provided under this Agreement whether in hard copy or in digital format in any form, will be promptly returned without retaining copies, notes or abstracts or a certification of destruction provided, within ten (10) days after (i) termination of the Agreement or (ii) the written request of TFPL. The right to use any such materials is limited to the extent required for performing services under this Agreement.

Agreed and Signed on behalf of:

Authorized Signatory



[Signature]
10/8
DIRECTOR

Top Freshers Technologies Pvt. Ltd.,
Chennai.

Agreed and Signed on behalf of:

Authorized Signatory

For ADHI COLLEGE OF ENGINEERING & TECHNOLOGY

[Signature]
CHAIRMAN

CHAIRMAN,

Adhi College of Engineering & Technology
Kanchipuram.