



தமிழ்நாடு தமில்நாடு TAMIL NADU

95AB 851734

19/11/24

NSCBT

MEM

P. LITR, M.A.,

முத்திரைத்தாள் விற்பனையாளர்

உரிமம் எண்: 10412/C1

தேனி

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered in to on this the 08<sup>th</sup> September Two Thousand and Twenty-Two (08/09/2022), by and between

**NADAR SARASWATHI COLLEGE OF ENGINEERING AND TECHNOLOGY, VADAPUDUPATTI, THENI - 625531, THE FIRST PARTY** represented herein by its **SECRETARY** (here in after 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

**INIAN MOTORS, USILAMPATTI, MADURAI**, represented and herein by its **PROPRIETOR, Mr. A. INIAN**, (here in after referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

## **WHEREAS:**

A) First Party is a Higher Educational Institution named:

**Nadar Saraswathi College of Engineering and Technology**

B) First Party & Second Party believe that collaboration and co-operation 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 area of Skill Based Training, Education and Placement.

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

E) **INIAN MOTORS, USILAMPATTI, MADURAI**, the Second Party is engaged with sales and services for Yamaha Bikes and having showroom.

F) **INIAN MOTORS**, the Second Party is having dealership for Yamaha bikes showroom with inclusive of sales & services at **Usilampatti, Madurai**.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE TO AGREE AS FOLLOW**

### **CLAUSE 1**

#### **CO-OPERATION**

1.1 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 within 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.

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



1.3 The general terms of co-operation 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, deeds 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 up-gradation, 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 **Teaching/Training:** Second Party will give valuable inputs to the First Party in teaching / training methodology so that the students fit into the industrial needs and standards meaningfully.

2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

2.4 **Research and Development:** Both parties have agreed to carry out the joint research activities in latest technologies for manufacturing the motor bikes.

2.5 **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.

2.6 **Hands on Practice:** Second Party to extend the necessary cooperation by supporting the faculty by providing knowledge-based resources for their technical projects in developing innovative design and analysis for manufacturing the two-wheeler vehicles and providing hands on practicing the engine parts, assembling and dismantling whole vehicle parts with marketing skills to our Second, Third and Final year students of Mechanical Department.

2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures if required to the students of the First Party on the technology trends and in house requirements.

2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement, if available.

2.9 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships.

2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein with.

2.11 There is no financial commitment between both parties towards this MoU currently. If there is any financial consideration, it will be dealt separately.

### **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, copy rights and designs) of the other Party.

#### **CLAUSE 4**

##### **VALIDITY**

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.

4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

#### **CLAUSE 5**

##### **BENEFITS BETWEEN THE PARTIES**

<b>From Party2 to Party 1</b>	<b>From Party1 to Party 2</b>
<p>1. Benefits for students as follows: Party 2 will provide,</p> <ul style="list-style-type: none"><li>• Site Visit</li><li>• Projects</li><li>• Internship</li></ul>	<p>1. They can involve students for their current project works.</p> <p>2. They can fulfill their needs by utilizing Party 1 machineries.</p>



## CLAUSE 6

### RELATIONSHIP BETWEEN THE PARTIES

6.1 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 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. 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.

For First Party



Authorized Signatory

**NADAR SARASWATHI COLLEGE OF  
ENGINEERING AND TECHNOLOGY**

Post Box No. 60, Annanji Post,

Vadapudupatti, Theni - 625531.

Contact Details: 04546- 263900, 263901

E-mail ID: principal@nscet.org

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**SECRETARY  
NADAR SARASWATHI COLLEGE OF  
ENGINEERING & TECHNOLOGY  
THENI - 625 531.**

For Second Party



Authorized Signatory

**INIAN MOTORS,**

Dealer for Yamaha Motors,

SALES-SERVICE-SPARES

Madurai Road, Maruthi Nagar,

Rohini Mahal (Opp),

Usilampatti - 625532

Contact Details: 8973556622

Email: inianmotors@gmail.com