

**MEMORANDUM OF UNDERSTANDING (MOU)**

**BETWEEN**

**NADAR SARASWATHI COLLEGE OF  
ENGINEERING AND TECHNOLOGY  
THENI**

**&**

**SPICA TECH SOFTWARE SERVICES, THENI**

**(TAMIL NADU, INDIA)**

**FOR NSCET**

**SKILL DEVELOPMENT, OUTCOME BASED  
TRAININGS & PLACEMENT**



தமிழ்நாடு தமிலநாடு TAMIL NADU

தமிழ்நாடு

N.S.C.E.T.

17AC 516745

எண் : 22179

Theni.

நாள் : 16.9.2022

2-ஆவது

க.முருகுநாதன்

முத்திரைத்தாள் விருப்பனையாளர்  
தேன்

பரிமா எண் 4615/1932 தேதி 28/4/93

### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MoU') is entered in to on this the 16<sup>th</sup> December Two Thousand and Twenty-Two (16/12/2022), by and between

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

**SPICA TECH SOFTWARE SERVICES, THENI** represented and herein by its **PROPRIETOR, Mr. N. ARUNRAJA** (herein 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) **SPICA TECH SOTWARE SERVICES, THENI** the Second Party is engaged in providing services in Information technology Industry.

F) **SPICA TECH SOTWARE SERVICES, THENI**, the Second Party is having office in **II FLOOR, M1/70A, MULLAI NAGAR, HOUSING BOARD, ARANMANAIPUDUR, Theni, Tamil Nadu, 625531.**

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

2.2 **Industrial Training:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Students of the First Party to involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career.

2.3 **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.

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

2.5 **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.

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

2.7 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>• Projects</li><li>• Internship</li><li>• Job opportunity</li></ul>	<p>1. They can involve students for their current project works.</p> <p>2. Provide Human Resources with required Skill Set</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.

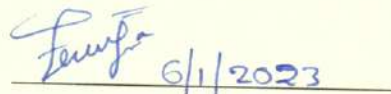
Contact Details: 04546- 263900, 263901

E-mail ID: [principal@nscet.org](mailto:principal@nscet.org)

Web address: [www.nscet.org](http://www.nscet.org)

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

**For Second Party**



Authorized Signatory

**Spica Tech Software services**

II FLOOR, M1/70A, MULLAI NAGAR,  
HOUSING BOARD,

ARANMANAIPUDUR, Theni-625531

Contact Details: 88380 01263

E-mail ID: [spicaatech@outlook.com](mailto:spicaatech@outlook.com)

[hr@spicaatech.com](mailto:hr@spicaatech.com)

Web address: [www.spicaatech.com](http://www.spicaatech.com)