



தமிழ்நாடு தமிழ்நாடு TAMIL NADU 21-02-23 22AC 844618

SSM Institute of Engineering
and Technology
Dindigul

ஆர்.நாதாசுரேஷ்
முத்திரைத்தாள் விற்பனையாளர்
நீதி மன்ற வளாகம்,
உ.எண் : 363/ஆ 1/2094
2டி/1 வாழ்க வளமுடன் தெரு.
L.G.B.காம்பவுண்டு,
Y.M.R.பட்டி திண்டுக்கல்.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on this day of (22-02-2023)

at Dindigul.

Sarada Krishna Homeopathic medical college represented by its Principal having its headquarters at Kulasekharam, Kanniyakumari District, Tamil Nadu, which expression shall, unless repugnant to the contest or meaning thereof, be deemed to mean and include the successors and permitted assigns of the **FIRST PARTY**.

SSM Institute of Engineering and Technology represented by its Principal having its headquarters at Dindigul-Palani Highway, Dindigul, Tamil Nadu – 624002, which expression shall, unless repugnant to the contest or meaning thereof, be deemed to mean and include the successors and permitted assigns of the **SECOND PARTY**

Jointly the above parties shall be referred as "The Parties" and individually as "Sarada Krishna Homoeopathic Medical College, Kulasekharam and "SSM Institute of Engineering and Technology, Dindigul."

About the Parties

Sarada Krishna Homoeopathic Medical College, was established in 2000 as a self-financing institution with the minority status (Linguistic Malayalam) by the Government of Tamil Nadu. The College is located at Kulasekharam, Kanniyakumari District. The College has got the due approval of the Tamil Nadu State Government and the affiliation of the Tamil Nadu Dr. MGR Medical University besides the recognition of the National Commission for Homoeopathy, Ministry of AYUSH, Govt. of India, New Delhi. The college offers graduate (BHMS), post-graduate (MD HOM.) and research programmes (Ph.D) in Homeopathy.

Where As:

SSM Institute of Engineering and Technology was established in the year 2011 with a vision to liberate the rural women from their socio-economic and cultural constraints by intellectually equipping them to confront the challenges of everyday life. This college is affiliated with Anna University, Chennai and offers in engineering and technology courses.

"Sarada Krishna Homoeopathic Medical College, Kulasekharam" and "The SSM Institute of Engineering and Technology are hereinafter referred to individually as "Party" or collectively as "Parties".

"Sarada Krishna Homoeopathic Medical College, Kulasekharam" and "SSM Institute of Engineering and Technology" are participating institutions in Unnat Bharat Abhiyan, the flagship Programme of the ministry of education, Government of India. Hence, "Sarada Krishna Homoeopathic Medical College, Kulasekharam", and "SSM Institute of Engineering and Technology" desire and intend to develop cooperation and collaboration in community outreach, research for rural development, training, and other agreed activities that further the aims and objectives of these Institutions as follows:

I) **Objectives and Scope of the Collaboration:** The objective of this MOU is to establish collaboration between both the parties and jointly undertake the following activities:

- a. Organizing Capacity Development Training Programmes / Internships in areas of mutual strength for Faculty, Students, officials, elected representatives, farmers and entrepreneurs in villages / rural clusters as agreed between the parties
- b. Organizing Seminars and Workshops particularly on contemporary Policy related issues of mutual interest.
- c. Undertake Collaborative Evidence based Research and Technology centred activities/projects including innovation, Artificial Intelligence etc. on any other mutually agreed theme (s);
- d. Promoting faculty/researcher/ student's exchange, based on mutually agreed norms to Unnat Bharat Abhiyan.
- e. To establish a wellness centre and availing medicare facilities including Telemedicine platform(see the SKHMC Website) to achieve UBA mandated sustainable growth in rural area peripheral to the institution(s).
- f. Any other new areas that could be mutually agreed upon keeping in view the expertise available with these organizations.

II) **The Institutional arrangement for implementations of MOU will be as under**

- a. **Link officers:** All the Parties will have Institutional Link Officers. They will discuss, propose and facilitate rolling out collaborative projects.
- b. **Work Plan:** A clear work plan would be shared with timelines, division of responsibilities and details specified for each joint project.
- c. **Review Mechanisms:** A clear cut review mechanism would be in place for addressing issues if any and to review progress and grievance redressal for all engagements between the Parties by the Core Committee.
- d. **Accounts and Audit of Expenditures:** For all specific engagements under this MoU, all parties will enter into a formal and binding separate agreement

or agreements with each other which will detail the specific form and content of the activities, budget, timelines, and responsibilities and rights of each Party. Such agreements will be negotiated in good faith. As per agreed terms of such arrangements and extant norms of the Participating Institutions of this MoU, Parties shall maintain all relevant records including bills and receipts etc., cost of training, research and other collaborative activities.

III) **Mutual Obligation:** All the parties agree to undertake the following:

- a. Maintain transparency in all their Unnat Bharat Abhiyan related partnerships that may include supporting in reaching out to the field, gathering relevant data, sharing of available data and information and having a proper channel of communication.
- b. Convene meeting at regular intervals to amicably sort out issues, disputes etc., if any.
- c. The Link Officers of all the parties will be made available for interactions and discussions as and when required in mutual consultation and play an important role in the execution of mutually agreed activities.

IV) **Confidentiality:** All the parties within the framework established by the MoU, will keep confidential all material exchanged under its terms to the extent permitted by law. Release to the press, public announcements, relating to this MoU may be made jointly or by either party with the consent of the other party. Neither Party will use the other Party's name or logo in any press release or any other purposes without first obtaining the other Party's written consent.

V) The **MoU** in no way restricts the parties from participating in similar activities or arrangements with other public and private agencies, organizations, or individuals. Further, the specific terms of this MoU do not preclude the development of future collaborative projects not mentioned in this document.

VI) **Additional Agreements:** With mutual consent of all the parties, separate agreements may be executed as per the requirement of the specific projects, if necessary.

VII) **Amendments:** This MoU may be amended by mutual written agreement of all the parties. Any amendment will be without prejudice to any rights or obligations incurred under the MoU or supplementary agreement thereto reached pursuant prior to the effective date such amendment.

VIII) **Duration:** The duration of this MOU is "Three Years" from the date of its signing by all the parties and will remain valid until either of the party notifies the other of their wish to terminate the MOU. Further, continuance of this MOU will be subject to a joint agreement and review by all the institutions to be undertaken prior to the expiry of this MOU.

IX) **Termination:** Either of the parties herein can terminate this MOU by giving one month notice in writing and on such termination, the parties shall settle all agreed activities and accounts payments before the date of termination.

X) **Intellectual Property Rights:**

Under the provisions of this MOU, the parties may jointly produce documents reports, studies, photographs and maps, as well as documents as well as product-specific documents tangible and intangible information (collectively "Works" or IP). Unless otherwise agreed to by the Parties in writing, the copyright and other intellectual property rights in any such joint work/IP will belong to both the parties. All rights in Works and IPs generated/developed independent of this MoU and exclusively by the employee/s of either side shall remain with the Institution concerned who would be free to use them, if any, in any manner consistent with the objectives of the Institution concerned.


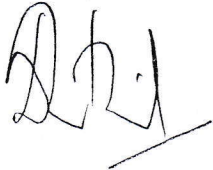
XI) **Force Majeure:** For the purpose of this MOU, "Force Majeure" means an event which is beyond the reasonable control of a Party (s), is not foreseeable, is unavoidable and makes a Party (s) performance of their obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances and subject to these requirements, includes, but is not limited to, war riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, epidemic, pandemic, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

XII) Dispute Resolution: The parties shall use their best efforts to settle amicably all disputes and differences arising out of or in connection with the MoU.

XIII) Jurisdiction: This MoU shall be governed by, construed, and enforced in accordance with the prevailing laws of India. It is understood, however, that the provisions of this paragraph shall not constitute nor imply the waiver privileges and immunities of any party (s), granted under the law.

XIV) Whereas this Memorandum of Understanding is executed in duplicate and one copy will remain with each of the party and all will be treated as original.

XV) Whereas this Memorandum of Understanding is executed between the parties for mutual benefit of all the parties without any force, undue influence and coercion.

For and on behalf of the Sarada Krishna Homeopathic Medical College. Signed by: 	For and on behalf of the SSM institute of Engineering and Technology. Signed by: 
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Witness:

1)



DR. NINGSON VARGHESE, PROFESSOR, SKHMC.

2) R. L. I. Icy [ASSISTANT PROFESSOR - SSMIET]