

தமிழ்நாடு तमिलनाडु TAMIL NADU இத்திரைத்தாள் விற்பனையாளர் கேதி: 15/12 2021 மட்டுப்பாளையும்.

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as the 'MoU') sets for the terms and understanding on 6<sup>th</sup> December, 2021 (06-12-2021), het iron

The Christ The King Engineering College, Coimbatore (hereinafter freferred as "First party" or CKEC), is represented by the "Principal" / "Training & Placement Officer (TPO)"

The Piana IT Solutions Private Limited, New Delhi (hereinafter referred as "Second party" or Piana) is represented by the "Director"

First Party and Second Party are hereinafter jointly referred to as 'Parties'.

Chirst The King Engineering College
Signature: No. 6 (1912)

Mr Buresh Babu V (TPO)

First Party

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Piana IT Solutions Pvt. Ltd.

Signature: Virekça of 7/1/2022 Mr. Vikas Agarwal (Director)

Second Party

Dr.M.JEYAKUMAR, M.E..Ph.D.
PRINCIPAL
CHRIST THE KING ENGINEERING COLLEGE,
Chikkarampalayam Village,
Karamadai, Mettupalayam Taluk,
Coimbatore - 641 104.

#### WHEREAS:

- (A) First party is a Higher Educational Engineering Institution.
- (B) The Second Party is engaged in Business, Information Technology services, product development, and Research & Development (R&D) Services in the fields of Information Technology and related fields.
- (C) First party & Second party believe that the collaboration and co-operation between themselves will promote the effective use of each other's resources, and provide each of them with enhanced opportunities.
- (D) The Parties intent to cooperate and focus their efforts on the area of Human resource, Internship, Industry-Institute relationship, Industrial visits, Education, Research, Knowledge sharing activities, and consultation activities.
- (E) Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERE TO AGREE IS AS FOLLOWS:

### CLAUSES

#### 1. SCOPE OF THE MoU

- 1.1. 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.
- 1.2. Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 1.3. Internships, Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to involve in Industrial Training Programs for the First Party. The internship, 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.
- 1.4. 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.

1.5. 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/jobs.

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First Party / 6 F

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Mr. Vikas Agarwal (Direction)an Memoranyam Lauk,
Second Pagyumbatore (41) 104

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- 1.6. Second party may outsource / discuss the industrial research and implementation problem in engineering domain to First party as research consultation.
- 1.7. Both Parties are abide to all internal / affiliating bodies' rules, protocols, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 1.8. All financial transactions between both parties must be transparent and documented. All transactions must be through knowledge of the agreed representatives of the parties.

## 2. CO-OPERATION

- 2.1. 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 through "Training & Placement Cell (TPC)". 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.
- 2.2. Whenever Second party provides stipend to the students (working as intern with Second party) of First party. The 20% of the mentioned stipend is agreed to sanction to the Research / Laboratory development consultation activity of First party by the Second party, during the course duration (with First party) of the those students.
- 2.3. 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.

## 2.1. INTELLECTUAL PROPERTY

2.2. 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.

## 2.1. VALIDITY

2.2. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period both parties will take effective steps for implementation of this MoU. Any act on the part munication, correspondence etc., shall not be construed as an extension UMAR, M.E. Ph.D. of this MoU.

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Signaturo: Organistration Mr. Vikus Agatwal (Director)

Second Party

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·Signature: Non Mariani Mr.Suresh Babu V (TPO)

First Party

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2.3. 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.

# 2.1. RELATIONSHIP BETWEEN THE PARTIES

- 2.2. 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.
- 2.3. Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of New Delhi.

# MUTUALLY AGREED BY BOTH PARTIES:

Christ the King Engineering College	Piana IT Solutions Pvt. Ltd.
Address: 158/3, Cecilia gardens, Onnipalayam road, Karamadai, Coimbatore, Tamilnadu - 641 104	Address: Piana IT Solutions, A-2, East of Kailash, New Delhi - 110 065
Mobile No.: +91 79046 49875	Mobile No.: +91 9810367303
Email ID.: ckecplacement1@gmail.com	Email ID.: vikas@piana.in
Name: Mr. Suresh Babu V	Name: Mr. Vikas Agarwal
Designation: TPO	Designation: Director

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Signature:\_ Mr.Suresh Babu V (TPO)

First Party

Signature: Dr.M.Jeyakum M CHRIST THE KING ENGINEERING COL First Party

Dr.M.JEYAKUMAR, M.E.Ph.D. CHRIST THE KING ENGINEERING COLLEGE CHRIST THE KING ENGINEERING VIllage,
Pinna IT Solutions Plat. Metunalayam Taluk,
Signature. Signature: Ukar & forma Mr. Vilas Agarwal (Director)

Second Party