

தமிழ்நாடு तमिलनाडु TAMIL NADU

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MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 28th day of October – Two thousand twenty one (2021), by and between

PSN Engineering College, PSN Nagar, Melathediyoor, the first party represented herein by its Name of Competent Authority / Representative.

AND

Gradious Technologies (P) Ltd. Hyderabad, the second party, and represented herein by its Co-founder, Gangatharan Raja,

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

Dr. M.S. RAVIKUMAR

Priscipal

PSN ENGINEERING COLLEGE

Melathediyod, Palayamkettai

Tirunelyeli - 627 152.

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) PSN Engineering College, PSN Nagar, Melathediyoor.
- 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 the area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) Gradious Technologies (P) Ltd, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Software, IT services and related fields
- F) Gradious Technologies (P) Ltd, the Second Party is promoted by Gangatharan Raja, Marakkannu M and Madhu Sudhan Gilada and is located at 3-5-141/A/1/2/2, Ramkote, Hyderabad 01

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

Dr. M.S. RAYIKUMAR
Principal
PSN ENGINEERING COLLEGE,
Melathediyoor, Palayamkottai

Tirunelveli - 627 152

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CLAUSE 1 CO-OPERATION

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.

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.

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 with the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

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.

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.

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.

Principal
PSN ENGINEERING COLLEGE
Melathediyor, Palayamkottai
Tirunelyeli - 627 162

Research and Development: Both Parties have agreed to carry out the joint research activities in the fields of software development methodology, full-stack development, machine learning and block chain.

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.

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

Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in the concerned sector, if available.

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; and will facilitate placements of the students.

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

There is no financial commitment on the part of the **PSN Engineering College** the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

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, copyrights and designs) of the other Party.

CLAUSE 4

VALIDITY

This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Gradious Technologies (P) Ltd**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **Gradious Technologies (P) Ltd**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

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

Dr. M.S. RAVIKUMAR

Principal

PSN ENGINEERING COLLEGE

Melathediyoor, Palayamkottai

Tirunelveli - 627 152

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 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.

First Party

Second Party

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 Hyderabad.

AGREED:

For PSN Engineering College

Dr. M.S. RAVIKUMAR

Authorized Signatory ENGINEERING OLLEGE Melathediyoor, Palayamkettai Tirunelyeli - 627 152

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For Gradious Technologies (P) Ltd

Authorized Signatory

PSN Engineering College	Gradious Technologies (P) Ltd
PSN Nagar, Melathediyoor (Post)	3-5-141/A/1/2/2,
Palayamkottai Taluk	Ramkote,
Tirunelveli (Dist),	Hyderabad
Tamilnadu, India	
+91-6385904237	+91-9000120995
yraja1970@gmail.com	ganga@gradious.com
https://www.psnec.ac.in/	www.gradious.com

Witness 1:

Witness 2:

Malle CM ARAKLAND

Witness 3:

Witness 4: