

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY,
DEPARTMENT OF ELECTRICAL & ELECTRONICS
ENGINEERING**

&

PANTECH E LEARNING, Chennai

FOR

**SKILL DEVELOPMENT, CERTIFIED COURSES, OUT
COME BASED TRAININGS, PLACEMENT AND
RELATED SERVICES**



தமிழ்நாடு தமில்நாடு TAMIL NADU

28AC 914819



தமிழ்நாடு
தேதி.....21/11/2023
மதிப்பு.....Rs-20/-

JKK Muniraja College
of Technology,
T.N. Palayam.

வே. ராஜசேகரன்
முத்திரைத்தாள் விற்பனையாளர்
க.எண். 5/1, அனுமன் நகர்,
தூக்கநாயக்கன்பாளையம்.
உரிமம் எண். 1/கோபி / 2015

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as 'MOU') is entered in to on this on (Date) by and between THE PRINCIPAL, J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY, DEPARTMENT OF ELECTRICAL & ELECTRONICS ENGINEERING, Represented here in by its Principal Dr. K. SRIDHARAN, (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

PANTECH E LEARNING PVT LTD, II FLOOR, KOTTA SRINIVASIAH CHARITIES BUILDING, THANJAVUR ROAD, NEAR DURAISAMY SUBWAY, T NAGAR, CHENNAI -600017 and represented herein by its Director Mr. SENTHIL KUMAR M. R, (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).

AICTE Internship Registration ID: CORPORATE6123708e0a7221629712526
Company Name: Pantech eLearning Pvt Ltd
Company CIN Number: U80902TN2021PTC141464

(First Party and Second Party are here in after jointly referred to as 'Parties' and individually as 'Party) as

WHEREAS:

- A) 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.
- B) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- C) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- D) Give related information, its branches, and dimension all information about the industry concerned with whom the MoU is sworn.

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

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 the irrespective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that maybe 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 in to 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 here of 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 **Curriculum Design:** First & Second Party will share valuable inputs to the in teaching/training methodology and suitably customize the curriculum so that the students fit in to the industrial scenario meaningfully.
- 2.3 **Skill Development Trainings:** 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 **Value Added 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. Both Parties have agreed to carry out the joint research activities in the fields of Power Electronics & drives, Embedded Systems, IoT, VLSI, Electric Vehicle, Battery management, Renewable Energy, Software Domains and any technology domains that the Second Party has expertise through
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the above fields
- 2.6 **Guest Lectures & Faculty Development Programs:** Second Party to extend the necessary support to deliver guest lectures and coordinate Faculty Development Programs to the Staffs and student community, who have / will enroll with the First Party on the technology trends and in house requirements.
- 2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students in to internships/jobs.
- 2.8 **Internship:** Second Party will engage and train the students as per the industrial demands in terms on Internship Programs
- 2.9 **Projects and Research Work:** Second Party will provide the necessary support to the student's community to complete their projects and the research works.
- 3.0 Both Parties to obtain all internal approvals, consents, permissions, and licenses of what so ever nature required for offering the Programmes on the terms specified herein

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, copyrights and designs) of the other Party.

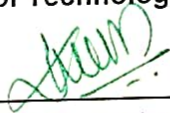
CLAUSE 4 VALIDITY

4.1 This Agreement will be valid for a period of 2 years until it is expressly terminated by either Party on mutually agreed terms, during which period, either parties, as the case may be, will make effective steps for implementation of this MOU. Any act on the part of either parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU

4.2 Both Parties may terminate this MOU upon 60 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations
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 jurisdictions.

AGREED:

For J.K.K. Munirajah College
of Technology



Authorized Signatory

JKK MUNIRAJAH COLLEGE
OF TECHNOLOGY

T.N. PALAYAM (Pc)-638 506.

J.K.K. MUNIRAJAH COLLEGE OF
TECHNOLOGY

377/1A, PUNJAI THURAYAMPALAYAM,
THOOKKANICKENPALAYAM (POST),
THOOKKANICKENPALAYAM, GOBI (TK)
ERODE, Tamil Nadu, 638506

Dr. K. SRIDHARAN,
PRINCIPAL

principal309@gmail.com

www.jkkmct.org



For Pantech E Learning



Authorized Signatory

PANTECH E LEARNING PVT LTD

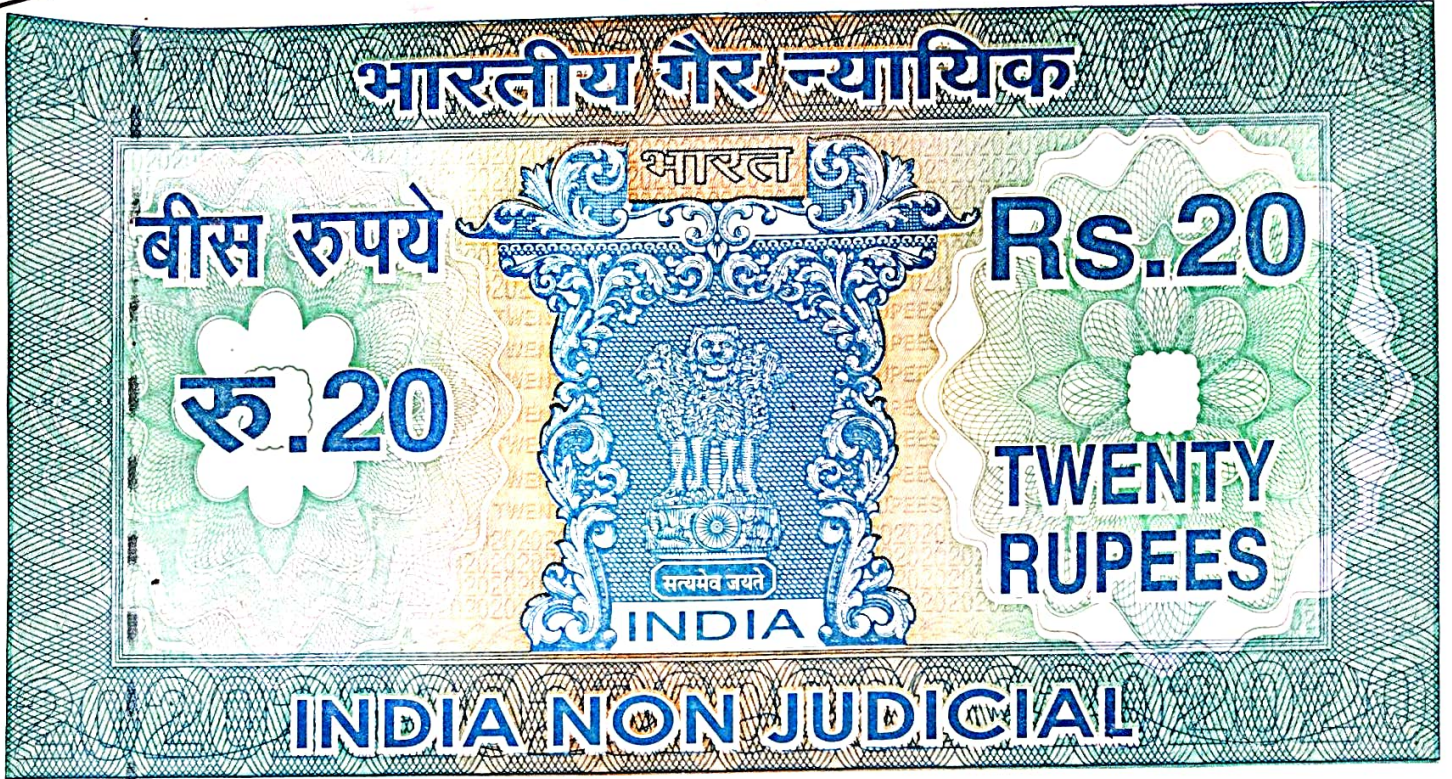
II FLOOR, KOTTA SRINIVASIAH CHARITIES
BUILDING, THANJAVUR ROAD, NEAR
DURASAMY SUBWAY,
T NAGAR, CHENNAI – 6000 017

Mr. SENTHILKUMAR M. R
DIRECTOR – PANTECH E LEARNING

Senthilkumar.mr@pantechmail.com

www.pantechlearning.com





தமிழ்நாடு தமிழ்நாடு TAMIL NADU

28AC 914818

Memorandum of Understanding

தமிழ்நாடு
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JKK Muniraja College of
Technology.
T.N. Palayam.

V. t
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முத்திரைத்தாள் விற்பனையாளர்
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தூக்கநாயக்கன்பாளையம்.
நிமிஷம் எண். 1/கோபி / 2015

The Memorandum of Understanding is signed between

J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY located at T.N.Palayam Post, Gobi Taluk, Erode District, 638506, on behalf of itself and acting through the Department of Electrical & Electronics, THE PRINCIPAL, J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY party of the First part;

AND

M/s. SPAARK TECHNOLOGIES having its office at, No. 09, Gandhinagar, 1st Cross, Kattabomman Street, Ganapathy, Coimbatore - 641006, Tamilnadu, India. On behalf of itself and acting through Mr.V. Angappa, Managing Partner Party of the Second part;

PRINCIPAL
JKK MUNIRAJAH COLLEGE
OF TECHNOLOGY
T. N. PALAYAM (Po)-638 506.
GOBI (TK), ERODE (Dt).

1

For SPAARK TECHNOLOGIES
V. Angappa
Proprietor

RESPONSIBILITIES OF J.K.K.MUNIRAJAH COLLEGE OF TECHNOLOGY

1. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** will provide necessary space and other infrastructures like Computers, Printers, UPS, furniture & fixtures, supporting facilities, video and audio, etc., at **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** will have exclusive right to operate the **SPAARK TECHNOLOGIES** inside the college campus subject to the terms of this agreement.
2. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** will ensure that each participating student has access to relevant hardware and software.
3. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** will provide its expertise for **Research and Development** work required by assigning faculty members from the Department of Electrical and Electronics Engineering and who will be responsible in interaction and correspondence with you towards successful achievement of the task arises as and when required.
4. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** will provide their proficiency in finding solutions for various problems faced by industry during **development** and implementation.
5. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** will permit to utilize their **library** facilities.
6. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** agrees to take up **consultancy** from you and complete the task within the stipulated time.
7. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** in discussion with **SPAARK TECHNOLOGIES** will undertake any special or specific promotional campaigns and the costs will be shared as agreed to by parties in advance.
8. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** undertakes not to forward or disclose any information concerning the specifics of this agreement to any third party without the prior written consent of **SPAARK TECHNOLOGIES**.
9. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** will not permit any practice that may be detrimental to the trademarks or goodwill or reputation of **SPAARK TECHNOLOGIES** or its services.
10. **J.K.K. MUNIRAJAH COLLEGE OF TECHNOLOGY** use of any of the trademarks will be strictly in accordance with **SPAARK TECHNOLOGIES** instructions.

FORCE MAJEURE


No party shall be liable to the other if and to the extent, that the performance of any of its obligators under this agreement is prevented, restricted or interfered due to the circumstances beyond the reasonable control of such party including but not limited to Government Legislation, fire, flood, explosion, epidemics, accidents, Act of God, wars, riots, strikes, lockouts or other connected acts of workmen and act of Government.

TERMS OF AGREEMENT AND TERMINATION OF AGREEMENT

1. This agreement is effective from the date of signing by **SPAARK TECHNOLOGIES** and either party may terminate this agreement by giving not less than 3 months notice to the other party.
2. Notwithstanding the stipulation in above clause, each party is entitled to terminate this agreement immediately on any other party committing the breach, which is not insignificant and such party does not remedy such breach within **30 days** from written notice by the other party requiring the default party to remedy the same.
3. In the event of termination of the agreement, for whatever reasons, both the parties agree to fulfill their respective commitments to the already registered batch of students as if the agreement is still in force.
4. On termination of this agreement, neither party will be entitled to claim any compensation or damages for or in respect of or by reason of such termination, except where such claim is based on the default of the other party.
5. Neither party will in any event be liable to the other party under this agreement for loss of profit, loss of business, loss of revenue or for any indirect, incidental or consequential damages whether or not the possibility of such damages could have been reasonably foreseen.

ARBITRATION

1. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration with the Rules of Arbitration of the Indian Council of Arbitration at Coimbatore only and the award made in pursuance thereof shall be binding on the parties.


PRINCIPAL
JKK MUNIRAJAH COLLEGE
OF TECHNOLOGY
T.N. PALAYAM (Po)-638 506.
GOBI (Tk), ERODE (Dt).

For SPAARK TECHNOLOGIES

Proprietor

SPAARK TECHNOLOGIES acknowledges that the SPAARK TECHNOLOGIES has read this agreement, understands it and agrees to be bound by its terms and conditions. Further, SPAARK TECHNOLOGIES agrees that this, together with any supplement or schedule of charges, is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

Signed at J.K.K MUNIRAJAH COLLEGE OF TECHNOLOGY on this the
24th day of November 2023 (24.11.2024)

For and behalf of



J.K.K. Munirajah College of Technology

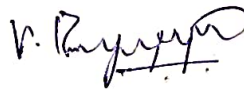
Dr. K. Sridharan,

Principal,

T.N. Palayam, Gobi Tk,

Erode Dt – 638506.

For and behalf of



M/s. Spaark Technologies

Mr.V. Angappa,

Managing Partner

No. 09, Gandhinagar, 1st Cross,

Kattabomman Street, Ganapathy,

Coimbatore - 641006

Seal:

PRINCIPAL

J.K.K. MUNIRAJAH COLLEGE
OF TECHNOLOGY
T.N. PALAYAM (Po)-638 506.
GOBI (TK), ERODE (Dt).

Witnesses

1).

2).

Seal:

For SPAARK TECHNOLOGIES

Proprietor