

தமிழ்நாடு तमिलनाडु TAMIL NADU Rs20. 09AC 217135

07.11.2023

பெ. சசிகுமார்
உ.தா.வி.உ. எண்: 09/DPI/2021.
கடத்தூர்-635303.
பாப்பிரெட்டிப்பட்டி தாலுக்கா.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as MoU) Dated 08th November, 2023

BETWEEN

SHREENIVASA ENGINEERING COLLEGE, B.Pallipatii, Bommidi, Pappireddipatti, Dharmapuri DT, Tamilnadu, India. Pin- 635301, represented by its PRINCIPAL of an Institution of higher learning established under SET Trust (Shreenivasa Educational Trust), whose address is at Pallipatii, Bommidi, Pappireddipatti, Dharmapuri DT, Pin- 635301, TN, India and shall include its lawful representatives and permitted assigns;

AND

AMPHISOFT TECHNOLOGIES PRIVATE LIMITED, Coimbatore-641037, India is represented by its Chief Operating Officer Ms. DEENA DEVARAJ, who is residing in 123 to 127, Kattoor street, Gandhipuram, Coimbatore – 641037, TN, India and shall include its lawful representatives and permitted assigns;

WHEREAS

A. Shreenivasa Engineering College, B.Pallipatii, Bommidi, Pappireddipatti, Dharmapuri DT, Tamilnadu, India. Pin- 635301 is an established institution which strives to enhance and strengthen its students admission and empowerments has taken various initiatives to compliment its educational excellence in all the ways from past seven years and has entered into various collaborative arrangements with other parties to enhance the process of admissions.

B. Amphisoft Technologies is a private organization started by a set of learning science researchers who have developed a thorough understanding of academics, corporate training, and learning.

C. Amphisoft Empowers Corporate Organizations and Academic Institutions with technology-enhanced learning tools to facilitate comprehensive learning and development. We provide technology services to incorporate Micro-Learning, Micro Teaching, Collaborative Learning, Game Based Learning, Second Life Based Learning Models, Learning Measurement, and Learner Classification into your college.

1. AREAS OF CO-OPERATION

The parties agree to collaborate efforts in the following areas:

(i) To promote and enhance academic interest between Shreenivasa and Amphisoft Technologies.
(ii) To provide advice for implementation of quality of education in the field of IT Sectors.
(iii) Revolutionizing Engineering and Technology Education / Training through innovative Technology Enabled Learning (TEL) models.
(iv) Rejuvenating Engineering and Technology learning through activity-based courses which are auto-evaluated.

(v) Creating Academic Corporate Transparency through TEL platforms with fool proof HR filters for effective hiring.

2. DURATION AND TERMINATION

This MoU shall remain in effect for the duration of Five years from the effective date or until terminated by either party with Three month prior to the desired withdrawal date in written notice.

This MoU may be extended for a further period as may agreed in writing by the parties.

3. CONFIDENTIALITY

Each party shall undertake to observe the secrecy of confidential information received from or supplied to the other party during the period of implementation of this MoU or other agreements made pursuant to this MoU.

For scope of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a party (the disclosing party) to the other party (the receiving party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the receiving party or if orally given, is given in the circumstances of confidence.

Both parties agree that the provisions of this Clause shall continue to be binding between the parties notwithstanding the termination of this MoU.

4. SETTLEMENT OF DISPUTES

Any difference or dispute between the parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall first be settled amicably through mutual consultation and/or negotiations between the parties.

In the event of non-resolution, reference shall be made to a mediator jointly appointed by the parties who shall mediate the dispute or difference in question.

5. NON CONTRACTUAL NATURE OF RELATIONSHIP

SAVE for clause 3, the parties agree that this MoU represents the mutual understanding of the parties and is not intended nor shall be deemed to a contract.

Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the parties or so to constitute either party as the agent of the other.

The parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each party's intellectual property.

6. REVISION, VARIATION AND AMENDMENT

Either party may request in writing a revision, variation or amendment of this MoU.

Any such revision, variation or amendment agreed to buy the parties shall be in writing and shall from part of this MoU.

Such revision, variation or amendment shall come into force on such date as may be determined by the parties.

Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MOU before or up to the date of such revision, variation or amendment.

7. SUPERVENING EVENTS

7.1) Each party reserves the right for reasons of national security, national interests, public order or public health to suspend temporarily, either in whole in part, the implementation of this MoU which suspension shall take effect immediately after notification has been given to the other party.

7.2) Not withstanding sub-clause 7.1, should any other event occur which hinders or restricts the implementation of this MoU, the parties shall use their best Endeavour to agree upon such action, as may be necessary and equitable, to remove the cause of such event.

8.NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and deliver personally or sent by

registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other party) to the parties at their address and facsimile number as stated below:

To: The principal

Address: Shreenivasa Engineering College,

B.Pallipatti, Bommidi, Pappireddupatti (TK), Dharmapuri (DT),

Tamilnadu, Pin-635 301, India.

Attn to: Dr.N.NANDHAGOPAL

Mobile no: 9442554159

E-mail: principal205@gmail.com

To: Ms. DEENA DEVARAJ

Address: 123 to 127, Kattoor street, Gandhipuram,

Coimbatore, Tamilnadu– 641037

Attn to: Ms. DEENA DEVARAJ

Tel no: 91-87787511825

E-mail: deena@amphisoft.in

10. SIGNATORIES OF THE AGREEMENT

Signed on November 08, 2023 at Shreenivasa Engineering College, B.Pallipatti, Bommidi, Pappireddipatti (TK), Dharmapuri (DT), Tamilnadu, Pin-635 301, India.

INWITNESS WHERE OF, the undersigned, being duly authorized by their respective

Organizations, signs this MoU on the date as above written.

Signed by

For and on behalf of

[Shreenivasa Engineering College]

Signed by

For and on behalf of

[Amphisoft Technologies Private Limited]

In the presence of

Witness 1

Witness 2