தமிழ்நாடு तमिलनाडु TAMIL NADU

7ZAB 427938

14/12/2020

Fatima College (Autonomous)
Madurai

T.V.ANNAMALAI GOUNDER
SV 3385/96 GINGEE
TAMILNADU

MEMORANDUM OF UNDERSTANDING
(MoU)

BETWEEN

PG DEPARTMENT OF COMPUTER APPLICATIONS FATIMA COLLEGE (AUTONOMOUS), MADURAI

&

BRICKSTEEL ENTERPRISES INFOTECH Pvt Ltd.,

FOR

INPLANT TRAINING, PLACEMENT, FACULTY DEVELOPMENT PROGRAM

D.JEYA MALA
ASSOCIATE PROFESSOR
DIRECTOR - MCA
PG DEPT OF COMPUTER APPLICATIONS
FATIMA COLLEGE
MARY LAND, MADURAI - 625 018.

FOR BRICKSTEEL ENTERPRISES INFOTECH PVT LTD

MANAGING DIRECTOR

Scanned with CamScanner

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (herein after called as the 'MOU') is entered in to on this the **14th day of December, Two Thousand and Twenty (14.12.2020),** by and between

PG Department of Computer Applications, Fatima College, Mary Land, Madurai-18, the **FIRST PARTY** (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

BSEtec- No-242, Morning star, Level III, 6th cross Indiranagar first stage, Bangalore – Karnataka. **The SECOND PARTY**, and represented herein by its Head Office, Divisional Head - CEO, **L.NIRMAL RAJ**, (herein 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).

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

WHEREAS:

A) First Party is a Higher Educational Institution named:

FATIMA COLLEGE (AUTONOMOUS), MADURAI
(PG DEPARTMENT OF COMPUTER APPLICATIONS)

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 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) **BSETEC**, the Second Party is engaged in Business, Manufacturing, Skill Development Training and Education in the fields of ***–IT & Software, Technology and Digital Solution Providers.***

F) Give related information, its branches, and dimensional information about the industry concerned with above mentioned.

D.JEYA MALA
ASSOCIATE PROFESSOR
DIRECTOR - MCA
PG DEPT OF COMPUTER APPLICATIONS
FATIMA COLLEGE
MARY LAND MADURAI - 625 018

FOR BRICKSTEEL ENTERPRISES INFOTECH PVT

MANAGING DIRECT

Scanned with CamScanner

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

CLAUSE 1

COOPERATION

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 their respective operations within the **Institution – FATIMA COLLEGE, MADURAI (PG DEPARTMENT OF COMPUTER APPLICATIONS)** 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.

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 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.

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:** 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.

2.3 **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 to give Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this

D.JEYA MALA
ASSOCIATE PROFESSOR
DIRECTOR - MCA
PG DEPT OF COMPUTER APPLICATIONS
FATIMA COLLEGE
MARY LAND, MADURAI - 625 018.

FOR BRICKSTEEL ENTERPRISES INFOTECH PVT LTD

MANAGING DIRECTOR

Scanned with CamScanner

association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party might provide Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

2.4 **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.

2.5 **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 concerned sector, if available.

2.6 **Placement of Trained Students:** Second Party will actively engage students by providing an opportunity with Internships and In plant training. Placements will be offered to the students strictly based on their individual performance.

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

2.8 There is no financial commitment on the part of the **FATIMA COLLEGE**, the First Party to take up any programme mentioned in the MoU. If any other programme/service offered by the second party not mentioned in this MoU, the financial consideration will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels 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.

CLAUSE 4

VALIDITY

4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **BSEtec**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **BSEtec**, the Second Party 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 30 calendar days notice to the event of Termination, both parties have to discharge their obligations.

D.JEYA MALA
ASSOCIATE PROFESSOR
DIRECTOR, MCA
PG DEPT OF COMPUTER APPLICATIONS
FATIMA COLLEGE
MARY LAND, MADURAI - 625 018.

FOR BRICKSTEEL ENTERPRISES (I) TECH PVT LTD

MANAGING DIRECTOR

Scanned with CamScanner

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.

FOR BRICKSTEEL ENTERPRISES INFOTECH PVT LTD

MANAGING DIRECTOR

First Party

BRICKSTEEL ENTERPRISES INFOTECH Pvt. Ltd

Second Party

PG DEPARTMENT OF COMPUTER APPLICATIONS, FATIMA COLLEGE, MADURAI

D.JEYA MALA
ASSOCIATE PROFESSOR
DIRECTOR - MCA
PG DEPT OF COMPUTER APPLICATIONS
FATIMA COLLEGE
MARY LAND, MADURAI - 625 018.

Br. G. Ulric Sahaya Mary

PRINICIPAL

FATIMA COLLEGE, MADURAI

PRINCIPAL
FATIMA COLLEGE (AUTONOMOUS)
MADURAI-18

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 **MADURAI.**

AGREED:

For **Name of Institution**

Authorized Signatory

D.JEYA MALA
ASSOCIATE PROFESSOR
DIRECTOR - MCA
PG DEPT OF COMPUTER APPLICATIONS
FATIMA COLLEGE
MARY LAND, MADURAI - 625 018.

For **Name of Institution**

FOR BRICKSTEEL ENTERPRISES INFOTECH PVT LTD

Authorized Signatory

MANAGING DIRECTOR

Scanned with CamScanner

FATIMA COLLEGE (AUTONOMOUS)	BRICKSTEEL ENTERPRISES INFOTECH Pvt. Ltd
MARYLAND, VILANGUDI	No-242, Morning star,Level III,6th cross Indiranagar first stage .
MADURAI	Bangalore-560038 (Karnataka)
principal@fatimacollegemdu.org	support@bsetec.com
www.fatimacollegemdu.org	www.bsetec.com

Witness1:

B. USHA
ASST. PROFESSOR
PG DEPT. OF COMP. APPLICATIONS
FATIMA COLLEGE (AUTONOMOUS)
MADURAI - 18.

Witness2:

D. KARTHIKEYAN
Administrative Manager
Madurai - 16

Witness3:

S. MARY HELAN FELISTA,
Asst. Professor & Head,
PG Dept of Comp. Applications
Fatima College (Autonomous)
Madurai -18

Witness4:

R. G. SOBITHA
BUSSINESS MANAGER

Scanned with CamScanner