

தமிழ்நாடு तमिलनाडु TAMIL NADU

31.07.2023

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C.கணேஷ் பாண்டி, நடி நடிபட மூல இற் ஸ்டாம்ப் வெண்டர் உரிமம்.01/மதுரை (வடக்கு)/2021 1-வது வார்டு, அலங்காநல்லூர், மதுரை மாவட்டம், கமிற்நாகு.

Memorandum of Understanding

The Memorandum of understanding (herein after referred to as "MoU")

Between

The Department of Computer Applications FATIMA COLLEGE (Autonomous),

Maryland, Madurai-625018

AND

FUTURIK TECHNOLOGIES

Plot No.60, Railar Nagar 1st street, Thamarai Veethi, Madurai, Tamil Nadu-625018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on the Thirty First day of July, two thousand and twenty three (31.07.2023) by and between Department of Computer Applications, Fatima College(Autonomous), Maryland, Madurai-625018 the first party represented herein by it's the Head of the Department, Ms. S. Selvarani, (herein after referred to as the '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

Futurik Technologies, Madurai, the second party, and represented here by Mrs.Durga Muralidharan, Managing Director, Futurik Technologies, Madurai (herein after referred to as the "Second Party", the 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')

WHEREAS:

- A) The First Party is a Department in a Higher Educational Institution named:
 The Department of Computer Applications,
 Fatima College, Madurai 18
- 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 interest.
- E) Futurik Technologies, the second party is promoted by Mrs. Durga Muralidharan having its office at Plot No: 60, Railar Nagar 1st Street, Thamarai Veethi, Shanthi Nagar, Madurai 625018, TamilNadu, India. It is engaged in Dotnet, PhP, Web Technologies, Android, Cloud Computing, HTML5, Embedded System, Wireless, GPS, IoT, Digitial Marketing, Amazon Web Services, Wordpress, C, C++, Python, Laravel Frame work, Full Stack Development.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

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 on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MoU

Training:

The general purpose of this MoU is to facilitate academic, research and training cooperation in the area of and related fields between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas.

Futurik Technologies shall share its expertise in doing projects in latest technologies, Technical support with latest trends, IT services, service-oriented field programs to students. The collaboration shall be based on the principles of respect, transparency, and clear determination of the obligations of the signatories of the Memorandum.

Curriculum Design:

Second Party will give valuable inputs to the First Party for teaching / training methodology and suitably customize the curriculum so that the student fit into the industrial scenario meaningfully.

Industrial Training & Visits:

Industry and Institution interaction will give insight in to the later developments or 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 with 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 learners enrolled with the first party

Research and Development:

Both Parties have agreed to carry out the Joint Project activities in the fields of software, Hardware, Cloud Services and Networking

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 lecturers 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 the First Party for imparting training as per the industrial requirement considering the National Occupational Standards in 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.

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

There is no financial commitment on the part of the Department of Computer Applications, Fatima College (Autonomous), the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it 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

4.1This agreement/MoU shall come into force on the date when the MoU is signed by both the Parties and remain in force a period of five years from the effective date. This MoU may be terminated by either party without assigning any reason thereof upon thirty (30) days written notice to the other party.

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 represented 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 behalf of the other 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 First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the courts of Madurai.

AGREED:

For Department of Computer Applications, Fatima College (Autonomous), Madurai For Futurik Technologies

HEAD DEPARTMENT OF COMPUTER APPLICATIONS FATIMA COLLEGE (AUTONOMOUS) MARYLAND, MADURAI-625018 **Authorized Signatory**

The second of th **Head of the Department Department of Computer Applications** Fatima College (Autonomous) Madurai-625 018

Authorized Signatory

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[K.P. Maheswari]

Head of the Department Department of Computer Applications Fatima College (Autonomous) Madurai-625 018

B. MURALIDHARAN