



Mar Ephraem

College of Engineering and Technology

(Run by Catholic Diocese of Marthandam)

Approved by AICTE | Affiliated to Anna University | Accredited by NAAC | DST FIST Supported Institution

Accredited by NBA for Mechanical, CSE & Civil (2022-2025)(Tier II)

Malankara Hills, Elavuvilai, Marthandam – 629 171, Kanniyakumari District, Tamilnadu

🌐 www.marephraem.edu.in ☎ 04651 – 27111, 273111 📠 04651-270158 ✉ marephraem@gmail.com

Department of Computer Science and Engineering

MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereafter "Memorandum" or "MOU") is dated this November 20, 2015

BETWEEN

Mar Ephraem Digital Solution having its registered office at Malankara Hills, Elavuvilai (hereinafter referred to as "**First Party**") which expression shall mean and include its legal heirs, administrators and permitted assigns),

AND

Department Of Computer Science And Engineering having its registered office at Malankara Hills, Elavuvilai (hereinafter referred to as "**Second Party**") which expression shall mean and include its legal heirs, administrators and permitted assigns).

(referred to herein as "Parties" or individually as "Party")

WHEREAS

- A. The Parties are interested in working together in connection with the Purpose which is described in this Memorandum.
- B. This Memorandum sets out the initial relationship between the Parties as well as the respective rights and responsibilities of each Party.
- C. Each Party respectively is expected to act in good faith in accordance with this Memorandum.

NOW THEREFORE IN CONSIDERATION OF the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

(1) PROJECT AND PURPOSE

- a) The Parties intend to investigate the prospect of working together and/or actually work together, on a project which will be referred to as Training and Consultancy works("the Project").
- b) The Project has the following purpose("the Purpose"):
 - Training the students in Web Development
 - Hands-on Programming in HTML< CSS,PHP,MYSQL
 - Consultancy work with the co-ordination of department staff
 - Include students of CSE for the project work

(2) BINDING

- a) The Parties hereby acknowledge and agree that the terms of this Memorandum are intended to be legally binding on the Parties hereto.



3) CHANGES TO MEMORANDUM

- a) This Memorandum may be amended at any time by agreement between the Parties.
- b) Any changes to this memorandum must be made in writing and signed by the Parties.

(4) GENERAL OBLIGATIONS

- a) Notwithstanding the non-binding nature of this Memorandum, the Parties will act in good faith and will use their best endeavours to achieve the Purpose and to give effect to the terms of this Memorandum.
- b) The Parties hereby acknowledge and agree that they will each respectively perform all acts and execute all documents as reasonably required in order to give effect to the terms of this Memorandum.
- c) Each Party agrees to cooperate in the spirit of mutual understanding and goodwill in order to develop the Parties relationship with one another and in order to pursue the Purpose.

(5) ROLES OF PARTIES

- a) Mar Ephraem Digital Solution will have the following obligations in relation to the project:
 - Effectively complete the work in time
 - Schedule the time for student training
 - Schedule the time for department meeting regarding the training and project
- b) Department Of Computer Science And Engineering will have the following obligations in relation to the project:
 - Appoint the staff co-ordinator for consultancy work
 - Allot time to students for training

(6) CONFIDENTIALITY

The Parties each hereby acknowledge and agree that in connection with this Memorandum, they may have access to information that is confidential and/or commercially valuable to one or more of the other parties ("Confidential Information").

In relation to any Confidential Information:

- i) the Receiving party shall keep the Confidential information confidential and secret.
- ii) the Receiving party shall only use the Confidential information for the purpose of working in good faith on the Project in accordance with this Memorandum.

(7) RENEWAL, TERMINATION AND AMENDMENT

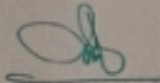
- a) This MOU shall remain in force for a period of Ten Years from the date of the last signature.
- b) This MOU may be extended by the written consent of the parties.
- c) This MOU may be terminated by either party given written notice to the other party at



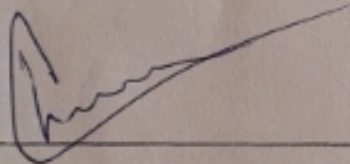
least 90 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed to by the parties in writing.

d) This MOU may be amended only by the written consent of the parties.

SIGNED BY THE PARTIES THIS NOVEMBER 20, 2015



Mar Ephraem Digital Solution



Department of Computer Science and Engineering

HEAD OF CSE DEPARTMENT

Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam - 629 171, K.K. Dist.





Wolkite University
We Strive for Wisdom!



MEMORANDUM OF UNDERSTANDING

on co-operation between

College of Computing and Informatics
WOLKITE UNIVERSITY
(here in after referred to as “WKU”)

and

Mar Ephraem College of Engineering and Technology
(here in after referred to as “Mar Ephraem”)

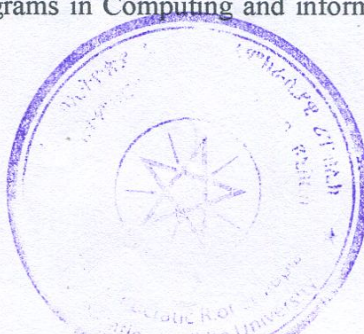
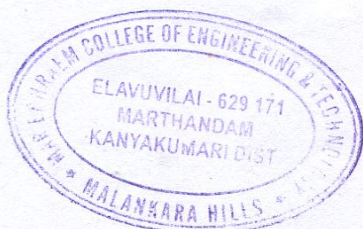
College of Computing and Informatics
WOLKITE UNIVERSITY

and

Mar Ephraem College of Engineering
(are referred to collectively herein as the “Parties”)

WHEREAS:

WOLKITE UNIVERSITY, located at the center of the nation, Ethiopia, in Southern Nation, Nationalities and Peoples Region (SNNPR), is a Federal Government Public University. WKU has a vision to be one of the best 5 universities among the 32 federal public universities in Ethiopia by the year 2020 and among best known universities internationally by the year 2025 in the perspective of developmental relevance, efficiency and quality services. WKU focuses on Engineering and Technology, Computing and Informatics, Natural sciences and Social sciences and Economics to support the economic development of societies, supported by science and information technology. WKU has commenced its academic, research and community service programs in 2011 with ample opportunities of expansion. It has now 32 departments including 9 programs in Engineering and Technology; 4 programs in Computing and informatics and other discipline, with about 300 instructors.



WOLKITE UNIVERSITY's mission includes producing internationally competent graduates, supply of relevant technology for development of enterprises and playing developmental roles through community service to the respective federal sector development programs, to the surrounding communities, and to the Southern Ethiopia region, in general.

WKU implements innovative multi-disciplinary activities particularly in the field of social science, management science, natural science, and technology for the benefit of humanity, so as to support the academic development with maintaining secularism, morale and ethics to the development of civilization.

AND WHEREAS:

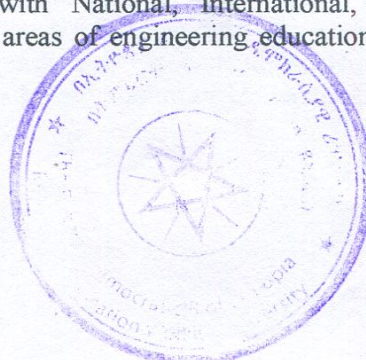
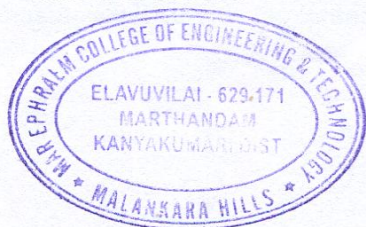
Mar Ephraem College of Engineering and Technology (Mar Ephraem) is a premier engineering college located in a picturesque part of Tamil Nadu in far South India. The college is a part of the Malankara Catholic Church. The college's mandate is high value education for students throughout India and the world. The college is located within the Catholic Diocese of Marthandam, Kanyakumari District, Tamil Nadu. The purpose of Mar Ephraem is to provide higher education opportunities to the young men and women in the rural and underserved area of Tamil Nadu. Our college has the approval of "All India Council for Technical Education (AICTE)", New Delhi and affiliated to **Anna University, Chennai**.

Vision: A world class institution of higher learning renowned for its excellence in Science and Technology and for its commitment to the holistic development of the individual and society

Mission: To provide quality and value based education for the industrial and socio-economic development of the nation with its diverse cultures through relevant programs in teaching and learning, research, extension and community involvement.

Goals:

1. To provide value based engineering education that produces engineers who are innovative, entrepreneurial, globally competitive and vested with high values and understanding of their professional social and ethical responsibilities.
2. To provide general and specific soft skills to the engineers to advance the knowledge and competence of engineers for successful careers and life long learning.
3. To initiate research activities focused on need based areas in engineering and technology which enhances creative and innovative endeavors and promotes social development
4. To motivate engineers to participate in community activities that will serve as avenues for lab to land application of knowledge in engineering and technology.
5. To establish linkages and MOUs with National, International, Governments, Industries and other institutions in the areas of engineering education, research and extension services



AND WHEREAS:

There are many areas in which mutual cooperation and joint efforts would assist both Parties to reach their strategic goals of providing globally relevant education and experiences to their students, faculty and staff.

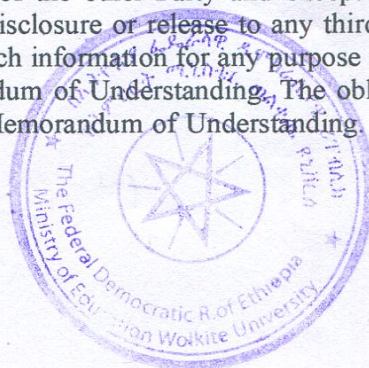
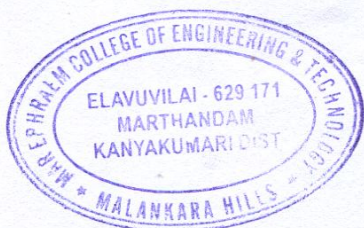
THEREFORE:

The Parties hereby agree to establish a joint working relationship in order to mutually support and co-ordinate activities, including the following (the "Activities"):

1. Mar Ephraem shall assist WKU in
 - a. Preparing Layout for Laboratories as per requirements.
 - b. Establishing laboratories as per requirements
 - c. Demonstrating Laboratory experiments
 - d. Training faculty to conduct projects, consultation and research on laboratories
2. Mar Ephraem shall provide research guidance and training to faculty and students of WKU
3. WKU shall invite Professors and Researchers as guest professors, visiting faculty and shall provide travel, working expense and accommodation to the invitees.
4. Mar Ephraem shall train faculty of WKU in effective teaching Learning Methodologies.
5. Mar Ephraem and WKU shall do collaborative projects and research based on need analysis of both countries and subject to availability of funds.
6. Both parties shall conduct joint workshops, training programs and Value added courses.
7. Both parties shall carry externally funded projects jointly.
8. Both parties shall mutually help faculty to carry out higher education.
9. Mar Ephraem shall assist WKU in improving skills of faculty and forming advanced course modules & curriculum.

This Memorandum of Understanding commits the Parties to establish a working relationship to consider and explore activities that are to the mutual benefit of the Parties; however nothing in this Memorandum of Understanding obligates or commits either Party to participate in any activity. Rather, the details and specific requirements of any activity will be negotiated separately in good faith and the terms and conditions thereof will be set forth in a separate operating agreement signed by both Parties.

Each Party (the "Receiving Party") agrees to treat as confidential all information about or involving the other Party to which the Receiving Party or any of its agents, employees or subcontractors receives, has access to, or is otherwise entrusted with or has disclosed to it in connection with this Memorandum of Understanding, including without limitation: security infrastructure of the other Party; financial or other business records, third-party business confidences, information concerning planned policies or proposals or any other information pertaining to the other Party or its finances, operations or intellectual property, and the Receiving Party shall not, without first obtaining the consent of the other Party and except as may be required by law, disclose or release nor permit the disclosure or release to any third party any such information or any portion thereof or use any such information for any purpose whatsoever other than the legitimate purposes of this Memorandum of Understanding. The obligations of confidentiality shall survive the termination of this Memorandum of Understanding. Any party/



parties working against this MOU result in termination of it and the conflict will be handled by the arbitrators of their choice.

This Memorandum of Understanding is subject to revision, renewal, or cancellation by mutual consent and becomes effective upon completion of signatures.

Communication:

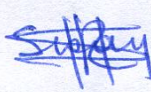
Any Notice, request, document, or other communication submitted by both **Mar Ephraem** and **WOLKITE UNIVERSITY** under this agreement will be in writing or by other available source of communication, to the following contact person:

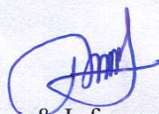
Dr.Sisay Shewamare
Academic Affairs Vice President,
Wolkite University,
P.O.Box: 07, Wolkite,
Guraghe Zone, SNNPR, Ethiopia
Email: acvpresident@wku.edu.et
Office: +251-11-322-0154
Mobile: +251- 914315556
Fax: +251 – 11-322-0141

Rev Fr.Prem Kumar
The Correspondent,
Mar Ephraem College of Engineering and Technology,
Malankara Hills, South India, 629171
Email: frprem58@gmail.com,
Ph. +91-9443163390, +91-04651-271111

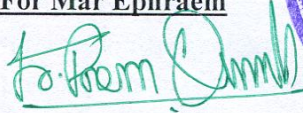
Agreed this on the 05th day of February 2015

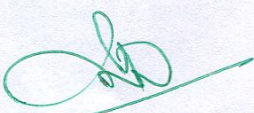
For Wolkite University

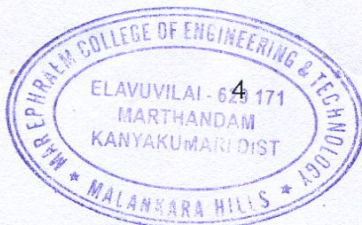
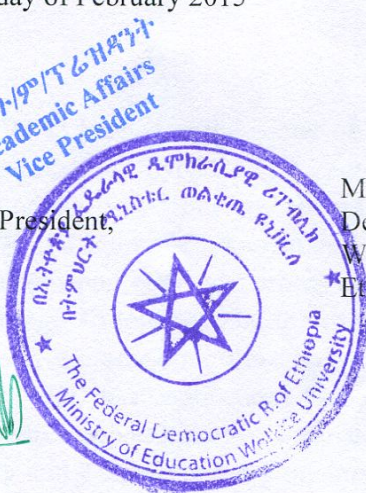

Dr.Sisay Shewamare,
Academic Affairs Vice President,
Wolkite University
Ethiopia


Mr.Jamal Ahmed Andeta,
Dean, College of Computing & Informatics,
Wolkite University
Ethiopia

For Mar Ephraem


Rev Fr.Prem Kumar
Correspondent/ Secretary
Mar Ephraem
India


Dr.A.Lenin Fred
Principal
Mar Ephraem
India



MEMORANDUM OF UNDERSTANDING

BETWEEN

Sree Tech, Madurai

And

Department of Computer Science And Engineering
Mar Ephraem College Of Engineering And Technology

1.0 PURPOSE

The purpose of this MOU is to develop academic and educational cooperation on the basis of equality and reciprocity and to promote sustainable partnerships and mutual understanding between the Department of Computer Science and Engineering, Mar Ephraem College of Engineering and Technology (hereinafter referred to as "Mar Ephraem") and Sree Tech , Madurai, Tamil Nadu. Both Mar Ephraem and Sree may be referred to individually as the "party" or collectively as the "parties".

2.0 SCOPE OF ACTIVITIES

Mar Ephraem and Sree aim to undertake cooperation in areas that may include, but not restricted to, the following:

- 1) Soft Skill Training
- 2) Internship and Placement
- 3) Organization and participation in seminars, symposia, short-term academic programs

3.0 ACTIVITY AGREEMENTS

Before any activities may be implemented, the parties shall discuss the relevant issues to the satisfaction of each party and enter into specific activity agreements based on

the mutually agreed objectives and outcomes of the activity. Activity agreements will include such terms as the following:

- 1) Elaboration of the responsibilities of each parties for the agreed upon activity
- 2) Specific schedules for the activity
- 3) Budgets and sources of finances for the activity
- 4) Any other items deemed necessary for the efficient management of the activity

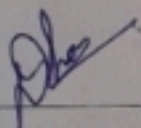
4.0 RENEWAL, TERMINATION AND AMENDMENT

4.1 This MOU shall remain in force for a period of three academic years from the date of the last signature. This MOU may be extended by the written consent of the parties.

4.2 This MOU may be terminated by either party given written notice to the other party at least 90 days in advance of the stated termination date. Termination of this MOU shall not affect activities in progress pursuant to specific activity agreements, which shall continue until concluded by the parties in accordance with their terms or as otherwise agreed to by the parties in writing.

4.3 This MOU may be amended only by the written consent of the parties.

In witness thereof, the parties have offered their signatures hereto:



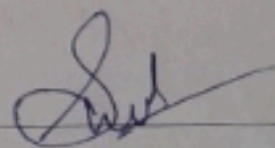
HEAD OF CSE DEPARTMENT
Head of the Department of Engineering and Technology
Widener University, 1000 E. Main St., West Chester, OH 41001-1711, K.K. Dial
Widener University College of Engineering
and Technology

Date: 10/01/2020

Witness



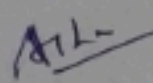
Date: 10.01.2020



Managing Director

Date: 10/01/2020

Witness



Date:

10/1/2020



MEMORANDUM OF UNDERSTANDING
BETWEEN

NALAM HEALTHCARE IT SOLUTIONS PVT LTD.,
#19, II floor, Singaravelan 1st Street,
Pallavan Nagar, Maduravoyal, Chennai-600 095.
(THE "COMPANY")

AND

DEPARTMENT OF COMPUTER SCIENCE AND ENGINEERING
Mar Ephraem College of Engineering & Technology
Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu 629171
(THE "CLIENT")

-IN RESPECT OF-

PLACEMENT AND INTERNSHIP

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (hereinafter called the "**MOU**") is entered into the 26th day of July, Two Thousand and Seventeen between:

- A. **Nalam Healthcare It Solutions Pvt Ltd., #19, II floor, Singaravelan 1st Street, Pallavan Nagar, Maduravoyal, Chennai-600 095** (hereinafter referred to as the "**COMPANY**")

AND

- B. **Mar Ephraem College of Engineering & Technology, Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu - 629171** (hereinafter referred to as "**CLIENT**").

The Company and the Client listed above are hereafter individually referred to as a "**Party**" and collectively as the "**Parties**".



NALAM
HEALTHCARE IT

WHEREAS:

- (A) The Company's core business is to provide internship and placements related to IT solutions for health care units and products.
- (B) The Client is an educational institution catering Anna University syllabi to students and wishes to engage the Company to have internship and placements for the Computer Science and Engineering Department.
- (C) Pending execution of a formal Service Agreement, the parties have agreed to execute this binding Memorandum of Understanding (the "**Agreement**") in order to regulate their relationship.

THEREFORE, in consideration of mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

The provision of the Services is conditional upon;

The Client shall employ all due diligence to complete its due diligence over the Company within Sixteen (16) days from the date hereof or such longer period as the Parties may agree

1. Scope of Services

1.1 Providing Internship and placements for CSE students, at **Mar Ephraem College of Engineering & Technology**.

2. Confidentiality

2.1 Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of conclusion of the sale and purchase of the Sale Shares, any confidential information obtained from the other party as a result of negotiating, entering into or implementing this Agreement.

2.2 No public announcement or press release in connection with the subject matter of this Agreement shall be made or issued by or on behalf of any party without the prior written approval of the others.

3. Co-operation

3.1 Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.



NALAM HEALTHCARE IT

3.2 Each of the Parties agrees that this Agreement is entered in between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and that it will use all means reasonably available to it to give effect to the objectives of this Agreement.

3.3 The Parties recognize that this Agreement cannot reasonably take into consideration all matters or circumstances that may arise during the implementation of the obligations set out in this Agreement.

3.4 In this regard, should a situation not addressed by this Agreement arise, then the Parties shall cooperate to resolve it bearing in mind the Parties intentions and the completion timelines for its implementation.

4. Duration and Termination

4.1 This Agreement shall become effective from the date 26.07.2017.

This Agreement shall terminate towards after five years from the date of sign or if the parties agree in writing to terminate this Agreement.

4.2 Termination shall be without prejudice to any claims for payment of fees invoiced or for fees to be invoiced for work carried out prior to termination, or any other professional inputs.

5. No agency or partnership

Nothing in this Agreement shall create or be deemed to create a partnership or agency between the Parties and neither Party shall enter or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind the other Party.

6. Exclusion of Liability

6.1 The Company shall not be liable to the Client or be deemed to be in breach of its warranties or obligations under any provision in this Agreement:

For any delay in performing or failure to perform the services to the extent that such delay or failure was due to a failure by the Client to perform its obligations under this Agreement or if the delay results from a failure by the Client to comply with requests by the Company for instructions, information or action required by it to perform its obligations under this Agreement;

6.1.1 For the consequences of any acts or omissions of the Client, its employees or agents;

OR

6.1.2 If the Client is in default of any of its payment obligations under this Agreement.



6.2 The Company, its directors, employees and agents will not be liable to the Client or to any third party for any consequential or punitive loss or damages.

7. Change of Scope and Variation

7.1 Should it become necessary as the Agreement proceeds to change the scope of the services to include matters the Client thinks appropriate and/or exclude certain matters pursuit of which becomes impracticable or likely to involve time and expense out of proportion to their value to the Client, the Client shall discuss and agree such changes with the Company; such agreement will include the payment of reasonable additional fees and a reasonable period to provide any additional services. Significant variations in the scope of the services will be the subject of a supplementary agreement or engagement letter.

7.2 Subject to the foregoing this Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by each party.

8. Arbitration

8.1 Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties to such dispute shall in the first instance attempt to resolve such dispute by amicable negotiation.

8.2 Should such negotiations fail to achieve a resolution within Thirty (30) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-

8.2.1 Such arbitration shall be resolved under provisions of the applicable Indian laws and jurisdiction.

8.2.2 Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

9. Costs

Each party shall bear its own costs incurred in the negotiation, preparation and execution of this Agreement



IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

SEALED with the Common Seal of
Nalam HealthCare IT Solutions

Signature:
(Manager):

[Handwritten Signature]



SEALED with the Common Seal of
Mar Ephraem College of Engineering & Technology

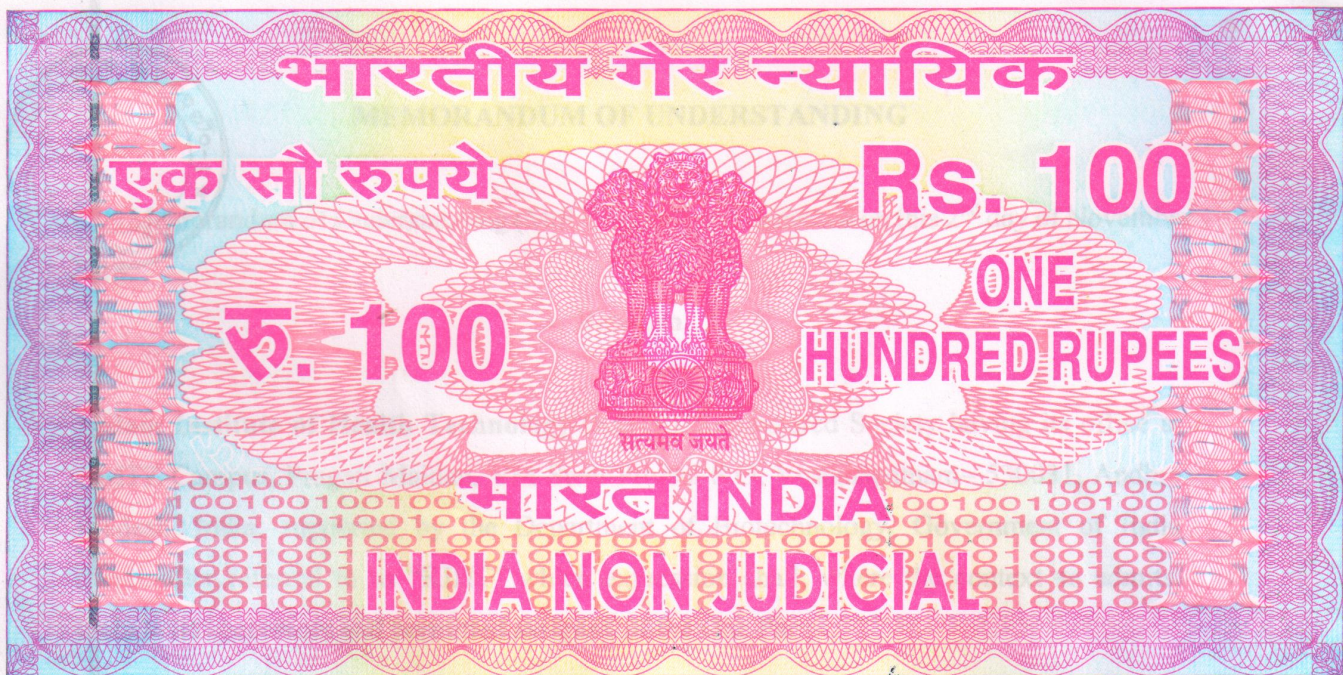
Signature:

[Handwritten Signature]

(Head of the Department)

HEAD OF CSE DEPARTMENT

Mar Ephraem College of Engineering and Technology
Malerthara Hills, Eluvuvil, Marthandam - 629 171, K.J. Dist.



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

CC 552803

S. No. 18728 Date 06-09-2018, Rs 100

Sold to: Dr Jitendar Sharma S/o Shyam Sunder Sharma

For whom: Kalam Institute of Health Technology, Visakhapatnam

K.SOMESWARA RAO

Licensed Stamp Vendor,
L.No. 03-13-009/2012, R.L No 03-13-011/2018, # 2-78/4;
Flat No 311. Nagalakshmi Nilayam, Vepagunta
Visakhapatnam, Cell No 7416534936

MEMORANDUM OF UNDERSTANDING (MoU)

Between

Kalam Institute of Health Technology (KIHT) having its office at

AMTZ Campus, Pragati Maidan, VM Steel Project S.O,

Visakhapatnam – 530031, Andhra Pradesh, India,

(first party, hereinafter referred to as KIHT), Represented by

Executive Director, KIHT

And

Mar Ephraem College of Engineering and Technology

located at Malankara Hills, Elavuvilai,

Marthandam – 629171, Tamilnadu, India

(Second party, hereinafter referred to as Mar Ephraem) Represented by

Principal, Mar Ephraem College of Engineering and Technology



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 2nd day of November 2018.

Between

Kalam Institute of Health Technology (KIHT), a registered Society having its office at AMTZ Campus, Pragati Maidan, VM Steel Project S.O, Visakhapatnam– 530031, Andhra Pradesh, India, supported by the Department of Biotechnology, Government of India (hereinafter referred to as “KIHT” which expression shall, where the context so admits, include its successors and permitted assigns), of the One Part;

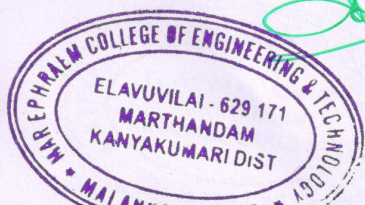
And

Mar Ephraem College of Engineering and Technology (Mar Ephraem), a registered Institution established having its registered office at Malankara Hills, Elavuvilai, Marthandam – 629171, Tamilnadu, India, hereinafter referred to as “Mar Ephraem” (which expression shall, where the context so admits, includes its successors and assigns) of the Second Part.

KIHT and Mar Ephraem are hereinafter individually referred to as “Party” and collectively referred to as “Parties”.

2. BACKGROUND

- 2.1 KIHT’s mandate is to facilitate focused research on critical components pertaining to medical devices by supporting stakeholder institutions engaged in development and promotion of healthcare technologies.
- 2.2 KIHT facilitates transfer of technologies through a unique e-Auction platform and assists entities with the arduous process of testing and standardization of medical devices, product testing, Health Technology Assessment (HTA), thereafter issue of NIPUN certificate.



- 2.3 Mar Ephraem conducts active research in science and technology and is committed to R&D for industrial needs and healthcare innovations. It provides consultancy services to industries and collaborate with various R&D organizations for the challenges faced by the society using frugal innovations.
- 2.4 The Parties hereby express their willingness to combine their resources for research and development in health technologies and enable knowledge transfer.

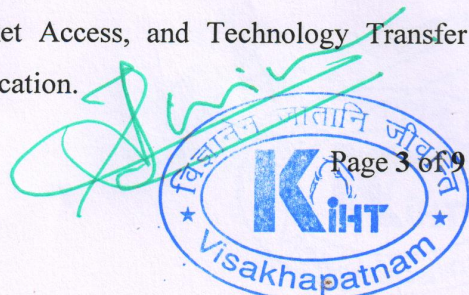
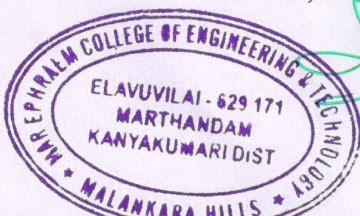
3. SCOPE OF MoU

The Parties hereby express their willingness to enter into a Memorandum of Understanding to facilitate innovation in healthcare technology and commercialization thereof, and work towards promoting the growth of the sector by creating necessary eco-system for the said purpose. The Parties desire to engage and collaborate for increased access to affordable healthcare through technology intervention.

4. RESPONSIBILITY OF THE PARTIES

4.1 Responsibilities of KIHT:

- 4.1.1 Facilitate industrial participation and investment in new technology domain existing at Mar Ephraem.
- 4.1.2 Invite Mar Ephraem scientists, researchers and students to engage with the medical device companies, innovators, incubates, other R&D institutions, and technical service providers.
- 4.1.3 Facilitate access to the Common Scientific Facilities (CSFs) of its affiliate company, AMTZ and such other facilities to Mar Ephraem for accelerating medical product development and commercialization.
- 4.1.4 Extend support to Mar Ephraem, viz. Market Access, and Technology Transfer domains, including prototype testing and certification.



4.1.5 Encourage and facilitate industries, innovators, biomedical and related R&D institutions for exchange of information in relation to healthcare technology.

4.1.6 Invite Mar Ephraem scientists, researchers and students whose product is in prototype stage and beyond technology transfer stage, to transfer/ license their innovation through the e-auction platform provided by KIHT.

4.1.7 Facilitate faculty exchange, incubation support and student internship from Mar Ephraem at KIHT or its facilities as may be mutually agreed upon from time to time.

4.2 Responsibilities of Mar Ephraem:

4.2.1 Promote and encourage scientists, researchers, students to coordinate for facilitating/ transferring technology through the e-Auction portal of KIHT.

4.2.2 Coordinate for facilitating/ transferring technology through e-Auction portal of KIHT.

4.2.3 Provide all necessary support for facilitating financial transaction relating to the technology transfer.

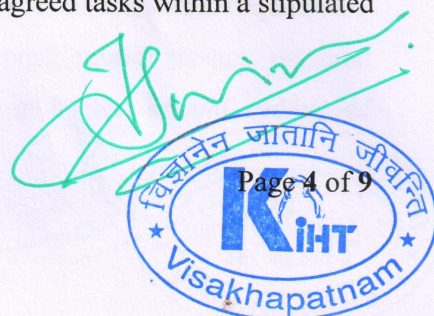
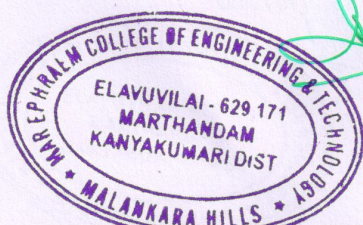
4.2.4 Work with KIHT to promote government policies and support for medical device innovation and commercialization activities.

4.2.5 Work with KIHT for all regulatory/ non-regulatory processes for market access.

4.3 Joint responsibilities of the Parties:

4.3.1 The Parties would provide technical support as mutually agreed upon from time to time.

4.3.2 The Parties would undertake and execute the mutually agreed tasks within a stipulated time frame as mutually agreed from time to time.



4.3.3 The Parties may also enter into a separate arrangement/ agreement on a project-to-project basis, as the case may be, on such terms and conditions as may be mutually agreed by the Parties.

4.3.4 The Parties would nominate one nodal person from respective organization for coordinating the activities mentioned above and inform the same to the other party.

5. DURATION OF & EFFECTIVE DATE OF MOU

The total time frame for the engagement would be for a period of five (5) years effective from the date of signing of the MoU. The term of this MoU may be extended as may be mutually decided by the Parties.

6. FINANCIAL ARRANGEMENT

No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect has been accorded through a signed arrangement between both the Parties. Each Party shall bear its expenses in discharge of its responsibilities mentioned in this MoU.

7. AMENDMENTS TO MoU

This MoU may be amended with mutual consent of both the Parties through an exchange of correspondence. No amendment or addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hereto.

8. TERMINATION OF MoU

Either Party may terminate this MoU at any time by providing a written notice of 30 day's if it reasonably believes that the other Party's performance, or any aspect of it, results, or might breach any legal, regulatory, ethical or audit independence requirement in the jurisdiction, or any other reason, by registered post, courier service, personal delivery, fax or through electronic mail to the Party at its last known address of



business. In the event of termination/expiry of this MoU, Parties shall return the materials/documents of other party on request.

9. **FORCE MAJEURE**

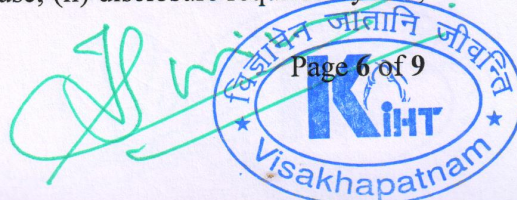
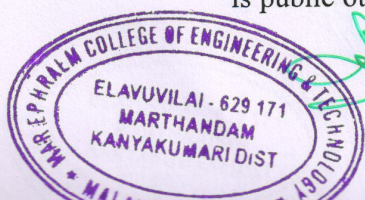
Neither Party shall be held responsible for non-fulfillment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.

10. **ASSIGNMENT OF MoU**

The rights and/or liabilities arising to any Party of this MoU shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

11. **CONFIDENTIALITY AND NON-DISCLOSURE**

Except as otherwise contemplated by this MoU, each Party (the "receiving party") undertakes that, in order to protect the proprietary interest of the other Party (the "disclosing party") in the disclosing Party's confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party's confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information that is public other than because of a breach of this clause; (ii) disclosure required by law;



or (iii) disclosure to a Party's related companies, auditor, banker or advisors. Specific confidentiality and non-disclosure agreement will be a part of specific MoUs agreed by the Parties for each project.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Ownership of any intellectual property created / developed through collaborations under this MoU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case-to-case basis prior to starting of work.

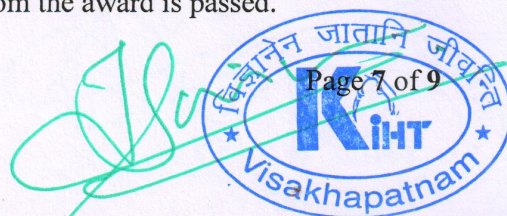
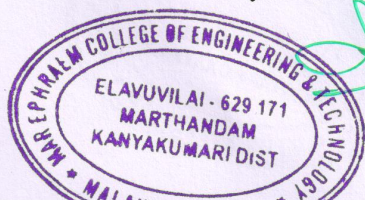
12.2 The report, material or data including analytical evidence, on conclusions arrived at, associated with any study shall not be used for any commercial purpose by either Party without the knowledge and written consent of the other Party.

12.3 In all publications arising out of any joint project, role of either Party would be acknowledged.

13. DISPUTE RESOLUTION AND ARBITRATION

13.1 In the event of any dispute arising between Parties with regard to any terms/conditions or this MoU, the Parties would refer the dispute to a two-member committee consisting of a representative of each of the Parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MoU and cause of the Organizations.

13.2 If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed jointly by the Parties. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The place of arbitration shall be Visakhapatnam. The cost of the arbitration proceedings shall initially be borne jointly by the Parties and finally by the Party against whom the award is passed.



14. COMMUNICATION/NOTICE

- 14.1 **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized courier service, or (iii) registered postal services, or (iv) fax or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to:

Parting First Part (the “KIHT”)
*The Assistant Director,
CTT Division,
Kalam Institute of Health Technology*

Parting Second Part (the “Mar Ephraem”)
*The Principal,
Mar Ephraem College of Engineering
and Technology*

- 14.2 **Receipt of Notice.** A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 [fifteen] days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.

15. Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.



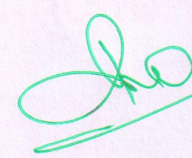
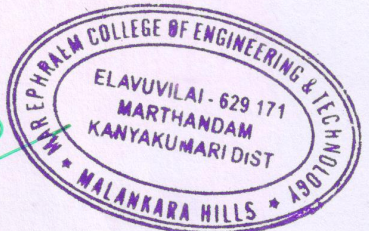
IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore

For and on behalf of KIHT

For and on behalf of Mar Ephraem

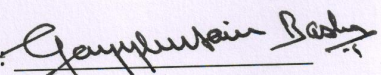


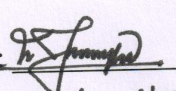
Dr. Jitendar Kumar Sharma
Executive Director



Prof. Dr. A. Lenin Fred
Principal

**Kalam Institute of Health Technology
(KIHT)**
Nadupuru, Visakhapatnam - 530031

**Mar Ephraem College of Engineering and
Technology (Mar Ephraem)**
Elavuvilai, Kanyakumari - 629171

Witness: 
Date: 03 November 2018
(GALETI EKRAM HUSNAT BASHA)

Witness:  (K. Joseph Raj)
Date: 10/11/18

ANNUAL MAINTENANCE CONTRACT

This agreement made at Elavuvilai on this 5th day of July 2021, between Department of Computer Science and Engineering of Mar Ephraem College of Engineering and Technology having its registered Institute at Malankara Hills, Elavuvilai, Marthandam hereinafter called the "VENDOR" and Peniel Global Solution a company registered under the Companies Act, 1956 and having its office at Marthandam, hereinafter called "THE COMPANY" or "UIC" sets forth the terms and conditions for the Comprehensive Annual Maintenance Contract of equipment's inclusive of repairs, replacement and preventive maintenance of equipment's along with other allied services set forth in the annexure.

1 SCOPE OF AGREEMENT:

The contract shall be in force for the period from 05/07/2021 to 30/06/2022 and shall cover all those items as specified in the Annexure to this agreement. That the prices as specified in this Agreement shall not be subject to any escalation. Taxes as applicable alone would be reimbursed as shown in the invoice.

2. SCOPE OF WORK:

The vendor shall provide the following services to keep the equipment in good working condition.

- 2.1 The scope of work covers comprehensive on-site maintenance of Desktops, Servers and MFU Printers.
- 2.2 The replacement of all the spares is included under the AMC. Replacement of defective parts will be at the vendor's cost with original spares of the brand/make of the computer and peripherals as far as possible. In the event of non-availability of the spare parts, equivalent or higher configuration components should be substituted with the company's consent. Faulty parts removed from the system belong to vendor. However, the company can retain the same and use at its own sole discretion to maintain the equipment subject to the payment of its value to the vendor.
- 2.3 The vendor shall maintain adequate spare machine and other spares at the site to facilitate any temporary replacement.
- 2.4 The scope of work also includes software issue like Operating system (Windows), reinstallation of OS, Antivirus, software patches, configuration of machine as if required taking Data Backup before formatting the machines, configuring printers, Scanners, Biometric devices, bringing PC to Company domain after reinstallation of PC, installation/configuration of all software's provided by Company like Antivirus, software patches, MS office, Acrobat, Java patches, email client configuration and Browser configuration for CORE Software in client machine etc.

- 2.5 The scope of work covers provision of resident service engineer in the Office, Marthandam from 10:00 to 18:00 hrs on all working days and if required, on Saturdays and Sundays /Holidays and also after 18:00 hrs on working days. A technically qualified service engineer with an experience of not less than 3 years in computer hardware as well as software maintenance will be at the disposal of office. The engineer will remain seat in Office. The engineer will provide online support for immediate solution and liaisons with field engineers.
- 2.6 The vendor should ensure that the equipment reported down (including due to OS related problems) on any working day is set right within 48 hours of reporting the complaint and in no case, later than three working days. In case, the hardware cannot be repaired within the stipulated period, the vendor should provide stand-by of the same till the hardware is returned duly repaired at no extra cost to Company.
- 2.7 The Vendor shall maintain the equipment's as per the manufacture's guidelines and shall use standard and genuine components for replacements.
- 2.8 The timely updating of machine serial numbers will be responsibility of the vendor. The vendor would be required to maintain and submit to our Office, on quarterly basis, location wise inventory list, duly updated with details of new installation, if any and incorporating the hardware movement during the period under reference.
- 2.9 Complaint can be registered either telephonically or by e-mail by respective Office and proper record of the complaints to be maintained by the Vendor.
- 2.10 A logbook shall be maintained in which the vendor shall record all the complaints made and parts taken out of office .

All the complaints received shall be attended by them in following manner.

- a. Minor faults immediately with telephonic support.
- b. Major faults which require visit to Institute within 48 hrs.
- c. The vendor shall be responsible for taking backup data and programme available on PCs before formatting the system and shall be also responsible for reloading the same. The backup copies are to be returned to the users, under Acknowledgement.
- d. Repair and servicing of equipment shall be carried out at customer sites, in case the equipment is required to be transported to the vendor's/manufacture's service workshop for repairs, the same shall be undertaken at the risk and cost of the vendor.

2.11 The AMC Vendor should have the required drivers for maintaining the PCs and peripherals and for configuring them. The rates quoted should also cover the maintenance of operating system, software installation provided by Company, installation of patches, configuration of applications (clients) etc.

2.12 The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare without any extra payments.

2.13 The Vendor shall carry out Preventive Maintenance (PM) on quarterly basis and shall plan, as per schedule of quantities, such that maintenance is carried out in each equipment at least once in three months. A separate logbook should be maintained to record the preventive maintenance carried out on each equipment.

[Handwritten signature]



2.14 The schedule of preventive maintenance shall be as follows:-

- a. To ensure computer hardware and peripherals are working properly in branch and no call pending in branch.
- b. Checking of power supply source for proper grounding and safety of equipment.
- c. Ensuring that the covers, screws, switches etc. are properly fastened in respect of each equipment.
- d. Shifting of equipment as and when required in office/branches.

2.15 The vendor shall make services available on all days as and when requested by the Company.

2.16 The scope of work will also include the provision of engineer for reinstallation of computer hardware in case of shifting of branch premises or others.

2.17 It shall be the responsibility of the Vendor to make all the computers and peripherals work satisfactorily throughout the contract period and to hand over the systems in working condition to the Branch/office after expiry of the contract. In case any damage is found, the Vendor is liable to rectify in even after the contract

3. EXCLUSIONS

This AMC does not include:

- a) Electrical work external to the equipment or maintenance of accessories, attachments, machines or other devices not covered under this agreement.
- b) Damage resulting from accidents, fire, lightning or transportation. The cost of repairs or replacements due to these factors will include charges for labour as well as charges for parts, which is payable to the vendor apart from charges.
- c) Any work external to the equipment such as maintenance of non-AMC attachment, accessories etc.
- d) The system maintenance does not include the cost of consumables like ribbons, power cables, magnetic tapes, Inkjet Cartridges, floppy, Projector lamp, laptop battery and battery used for real time clock.
- e) In case of Printers Plastic Parts, Printer heads, Toner cartridges, Drum unit Assembly and Fuser kit Assembly shall be treated as consumable and not covered under AMC.

4. PAYMENT TERMS

- 4.1 AMC charges after deducting penalty will be paid quarterly at the end of Quarter. Taxes shall be paid as applicable. Taxes to be clearly shown in invoices raised.
- 4.2 No advance payment will be released against the service order.
- 4.3 Quarterly Preventive Maintenance Report must be submitted for release of quarterly payment.

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5. OBLIGATIONS OF THE COMPANY

- 5.1 The company shall pay Annual Maintenance Charges as mentioned in this agreement for the equipment specified in the Annexure. The maintenance charges are payable at the end of each quarter after reviewing the performance of the vendor.
- 5.2 The company will use UPS for ensuring stabilized power supply.
- 5.3 The company would ensure that rats, insects etc., do not invade the site and damage the systems especially cables etc.

6. REPLACEMENT OF PARTS

The vendor shall replace any parts of the hardware on failure with hardware parts having similar or equivalent functional capabilities.

Parts required for the maintenance of the equipment and / or correction of faults will be supplied at no extra cost to the company. Faulty parts removed from the system belong to vendor. However, the company can retain the same and use at its own sole discretion to maintain the equipment subject to the payment of its value to the vendor.

7. RELOCATION OF SYSTEMS

During the maintenance agreement in force, the company may relocate the system and keep the vendor informed. In case of relocation of equipment, transport and other incidental charges will be borne by company.

8. CONTRACT VALIDITY AND TERMINATION OF AGREEMENT.

This contract will be valid for the period from 05/07/2021 to 30/06/2022 with a provision to extend the same for a further period of one year or part thereof on the same rates, terms and conditions on mutual consent.

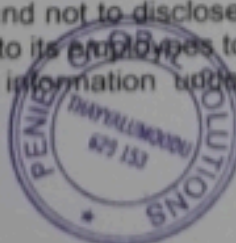
Either party may terminate the agreement prior to expiry of contract period by giving three months written notice.

Without prejudice to any other provision contained within these Terms and Conditions or of any Agreement the Company may terminate the Agreement by 90 days' notice in writing.

9. CONFIDENTIALITY

The vendor acknowledges that all materials and information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to company. The vendor agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this agreement, to release it only to employees requiring such information and not to disclose it to any other parties. The vendor shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied.

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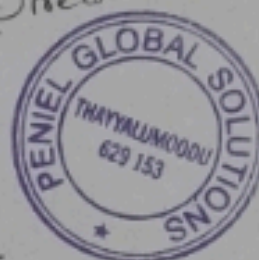
10. TRAVEL EXPENSES.

No travel expenses shall be borne by the Company in respect of travel undertaken by the vendor towards fulfillment of obligations under the Contract.

In Witness whereof the parties have executed this contract on the above mentioned date

Authorised Signatory of **THE COMPANY** with official stamp

(Signature) *[Signature]*
(Name & Designation) VIJIN. S.M., Managing Director



Witness:

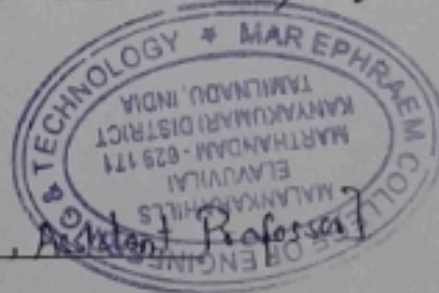
(Signature) *[Signature]*
(Name & Designation) Arun A. Technician

Authorised Signatory of the **VENDOR** with Official stamp

(Signature) *[Signature]*
(Name & Designation) Dr. D. Dhanya, Assistant professor

Witness:

(Signature) *[Signature]*
(Name & Designation) Ashwin, Assistant Professor



MEMORANDUM OF UNDERSTANDING

DATED

01/08/2018

BETWEEN

**CKS Solutions,
379A, 4th Floor, K.P Road, Nagercoil-629001, Kanyakumari District, Tamilnadu, India.
(THE "COMPANY")**

AND

**Department of Computer Science and Engineering
Mar Ephraem College of Engineering & Technology
Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu 629171
(THE "CLIENT")**

-IN RESPECT OF-

**INHOUSE VALUE ADDED COURSE
MEMORANDUM OF UNDERSTANDING**

THIS Memorandum of Understanding (hereinafter called the "MOU") is entered into the 1st day of August, Two Thousand and Eighteen between:

- A. **CKS Solutions Private limited company incorporated in the Republic of India of 379A, 4th Floor, K.P Road, Nagercoil-629001, Kanyakumari District, Tamilnadu, India.**
(hereinafter referred to as the "COMPANY")

AND

- B. **Mar Ephraem College of Engineering & Technology, Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu - 629171**(herein after referred to as "CLIENT").

The Company and the Client listed above are hereafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- (A) The Company's core business is to educate and mentor Under Graduates, Post Graduates, Other Graduates, Professionals and Corporate by offering skill development programs through courses like J2EE, .NET, Android etc.
- (B) The Client is an educational institution catering Anna University syllabi to students and wishes to engage the Company to develop a Value Added Course for the Final Year Computer Science and Engineering Department.

- (C) Following negotiations, the Company has agreed to offer the Services (a term defined below) to the Client for the consideration set out in Annexure 1 below.
- (D) Pending execution of a formal Service Agreement, the parties have agreed to execute this binding Memorandum of Understanding (the "**Agreement**") in order to regulate their relationship.

THEREFORE, in consideration of mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following terms and conditions and to be bound thereby:

1. Conditional Precedent

1.1. The provision of the Services is conditional upon;

(a) For the Company

- (i) The Company undertaking to provide the Client with documents relating to the Company for it to undertake its due diligence; and
- (ii) Providing the client with an extensive list of the courses to be covered under the Curriculum.

(b) For the Client

- (i) The Client undertaking to the Company that it shall exclusively engage the Company for the development of the Value Added Course and curriculum;
- (ii) The Client undertaking to the Company that it will allocate a specific area as the technology centre for implementation of the Services fully equipped with tables chairs computers, projectors, teaching materials like markers erasers and safety equipment as required by Govt of Tamil Nadu and Govt of India laws and other educational boards;
- (iii) The Client undertaking to the Company that it shall bear the loss of any items and materials in the technology centre through the negligence of its students and shall indemnify the Company against any loss damages claims or actions arising from damage to its equipment in the Value Added Course lab caused by the negligent acts of the Client, its employees, agents and its students;
- (iv) The Client undertaking to provide the Company with support as called upon by the Company for implementation of the Services;
- (v) The Client executing this Agreement and paying the Service Cost to the Company.
- (vi) Further, the CLIENT should ensure the availability of required infrastructure and lab support for the COMPANY, suitable enough to conduct the mentioned training. It is to be noted that, during the period of the agreement, if any circumstances arise which call for alterations and modifications of this agreement, such modifications/ alterations can only be done based on mutual agreement.

1.2. The Client shall employ all due diligence to complete its due diligence over the Company within Sixteen (16) days from the date hereof or such longer period as the Parties may agree in writing.

2. Scope of Services

- 2.1. Providing short term Value Added Training to the signed up Final Year, CSE students, at **Mar Ephraem College of Engineering & Technology**.
- 2.2. The courses are mentioned as in the Annexure 1.

ANNEXURE 1

Value Added Course program as agreed by First and Second Party:

Sl. No.	Department	Course Content
1.	Final Year Computer Science and Engineering	<ul style="list-style-type: none">• J2EE• .NET• Android

- 2.3. Subject to Clause 2.1 & 2.2, the Parties have negotiated and agreed that the Company in implementation of the Services will in development of the Value Added Lab and implementation of the curriculum provide:

- (a) An expert engineer of COMPANY will train students, for three days every week till the program is completed;
- (b) Issue certificate towards the completion of course, assessment and fees

3. Confidentiality

3.1 Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of conclusion of the sale and purchase of the Sale Shares, any confidential information obtained from the other party as a result of negotiating, entering into or implementing this Agreement.

3.2 No public announcement or press release in connection with the subject matter of this Agreement shall be made or issued by or on behalf of any party without the prior written approval of the others.

4 Co-operation

4.1 Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.

4.2 Each of the Parties agrees that this Agreement is entered in between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and that it will use all means reasonably available to it to give effect to the objectives of this Agreement.

4.3 The Parties recognize that this Agreement cannot reasonably take into consideration all matters or circumstances that may arise during the implementation of the obligations set out in this Agreement.

4.4 In this regard, should a situation not addressed by this Agreement arise, then the Parties shall cooperate to resolve it bearing in mind the Parties intentions and the completion timelines for its implementation.

1 Duration and Termination

1.1 This Agreement shall become effective from the date 01.08.2018.

1.2 This Agreement shall terminate towards the end of Academic Year 2022 – 23 or if the parties agree in writing to terminate this Agreement.

1.3 Termination shall be without prejudice to any claims for payment of fees invoiced or for fees to be invoiced for work carried out prior to termination, or any other professional inputs.

2 No agency or partnership

Nothing in this Agreement shall create or be deemed to create a partnership or agency between the Parties and neither Party shall enter or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind the other Party.

3 Exclusion of Liability

3.1 The Company shall not be liable to the Client or be deemed to be in breach of its warranties or obligations under any provision in this Agreement:

(a) for any delay in performing or failure to perform the services to the extent that such delay or failure was due to a failure by the Client to perform its obligations under this Agreement or if the delay results from a failure by the Client to comply with requests by the Company for instructions, information or action required by it to perform its obligations under this Agreement;

(b) for the consequences of any acts or omissions of the Client, its employees or agents;

OR

(c) If the Client is in default of any of its payment obligations under this Agreement.

3.2 The Company, its directors, employees and agents will not be liable to the Client or to any third party for any consequential or punitive loss or damages.

4 Change of Scope and Variation

4.1 Should it become necessary as the Agreement proceeds to change the scope of the services to include matters the Client thinks appropriate and/or exclude certain matters pursuit of which becomes impracticable or likely to involve time and expense out of proportion to their value to the Client, the Client shall discuss and agree such changes with the Company; such agreement will include the payment of reasonable additional fees and a reasonable period to provide any additional services. Significant variations in the scope of the services will be the subject of a supplementary agreement or engagement letter.

4.2 Subject to the foregoing this Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by each party.

5 Arbitration

- 5.1 Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties to such dispute shall in the first instance attempt to resolve such dispute by amicable negotiation.
- 5.2 Should such negotiations fail to achieve a resolution within Thirty (30) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-
- (a) Such arbitration shall be resolved under provisions of the applicable Indian laws and jurisdiction.
 - (b) The place and seat of arbitration shall be Mar Ephraem College of Engineering & Technology and the language of arbitration shall be English&Tamil;
 - (c) Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

5 Costs

Each party shall bear its own costs incurred in the negotiation, preparation and execution of this Agreement

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

SEALED with the Common Seal of
CKS Solutions

Signature: _____

(General Manager):

CKS SOLUTIONS
3rd Floor, 379A, K.P.Road
Nagercoil - 629 001
Tel : 04652 - 230185

SEALED with the Common Seal of
Mar Ephraem College of Engineering & Technology

Signature: _____

(Head of the Department):

HEAD OF CSE DEPARTMENT
Mar Ephraem College of Engineering and Technology
Molashere Hills, Elanjeril, Marthandam - 629 171, K.J. Dist.

CADD CENTRE & MAR EPHRAEM COLLEGE OF ENGINEERING
(DEPARTMENT OF COMPUTER SCIENCE AND ENGINEERING)
MEMORANDUM OF UNDERSTANDING

This memorandum of understanding (MoU) is being established between CADD Centre Training Service, Main Road, Marthandam — 629165 (here in after referred as CADC Centre) and DEPARTMENT of Computer Science and Engineering, Mar EPHRAEM College of Engineering and Technology, Elavuvilai, Marthandam — 629171 (here in after referred as MAR EPHRAEM CSE) to provide Value Added Courses, Workshops, Short Term Training Programs, Faculty Development Program, Entrepreneurial Development Program.

Under this MoU, CADD Centre and MAR EPHRAEM CSE agrees to co- operate in strengthening the knowledge of MAR EPHRAEM CSE students in the area Engineering Software, Hardware and faculty facilities available at MAR EPHRAEM CSE and CADD Centre.

THE TERMS OF THE MoU ARE AS FOLLOWS:

01. The main objective of CADD Centre and MAR EPHRAEM CSE will be to impart quality Training/Education services to the students of MAR EPHRAEM CSE.

02. CADD Centre shall make provision for modification, improvements or changes suggested by MAR EPHRAEM CSE and course fee will be fixed on agreeable terms between both parties.
03. All the decision should be made with the consent of the Head of the Department CSE, Mar Ephraem Engineering College and Centre Head, CADD Centre, Marthandam.
04. For all interactions of this MoU, CSE HOD from MAR EPHRAEM will be the contact person and the Centre Head - Marthandam from CADD Centre will be the contact person for further execution.
05. In charge of the course will be responsible for the collection and payment of the course fees by the students to participate in the course.
06. Course fees, terms and conditions can be revised only with a mutual agreement between both the parties.
07. CADD Centre agrees to provide assistance in organizing workshops, STTP, FDP and EDP.
08. This MoU will be valid for 5 years from the date of signature by both the parties.
09. CADD Centre will provide the course material / certificate / Faculty

members for each course which is intended to develop the knowledge of the students through the above said joint effort.

10. In addition to CADD Centre faculty members, MAR EPHRAEM CSE will provide a supporting staff, Computer Centre and Class rooms if required to run the course.

11. For the conduct of the whole course the Centre Head, CADD Centre Marthandam will be in the charge.

12. It is also mutually agreed upon by both the parties that the courses once offered will be completed in all respects. Both the parties are responsible for the smooth conduct of the planned courses without causing any damage to the properties and any hardship to the students.

13. Course plan and the course material for the course must be approved by both parties well in advance and to be given to students in the first day of their course.

- The principal and HOD MAR EPHRAEM CSE will be responsible for payment of the course fees by the students to participate in the course.
- Installments of the shares released by Mar EPHRAEM should be in the form of cash or cheque.

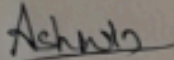
Place: Marthandam

Date: 28.07.2017

CADD CENTRE

Skills Driven. Job Led

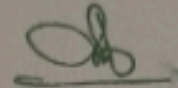
Kavi Software Solution
John Plaza, 2nd Floor,
Near S.E.T.C depot,
main Road,
Marthandam,
Kanyakumari Dist- 629 165.
Phone : 04651-272944
Email :
tn.marthandam@caddcentre.com



HOD/CSE

MAR EPHRAEM
HEAD OF CSE DEPARTMENT

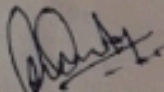
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elayuvilai, Marthandam - 629 171, K.K. Dist.



PRINCIPAL

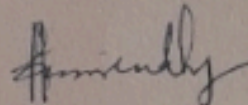
Prof. Dr. A. Lenin Fred, M.E., Ph.D.
PRINCIPAL

MAR EPHRAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, ELAYUVILAI, MARTHANDAM - 629 171
KANYAKUMARI DISTRICT, TAMILNADU.



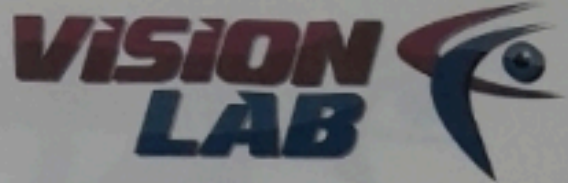
CENTRE MANAGER

CADD CENTRE, MARTHANDAM



CENTRE HEAD

CADD CENTRE, MARTHANDAM



MEMORANDUM OF UNDERSTANDING

DATED

09/07/2021

BETWEEN

**E-Vision Labs,
1st Floor, KK Towers, Music College Road, Aristo Junction, Thambanoor,
Thiruvananthapuram-695014, Kerala, India (THE "COMPANY")**

AND

**Mar Ephraem College of Engineering & Technology
Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu 629171
(THE "CLIENT")**

-IN RESPECT OF-

**INHOUSE VALUE ADDED COURSE
MEMORANDUM OF UNDERSTANDING**

THIS Memorandum of Understanding (hereinafter called the "MOU") is entered into the 9th day of July, Two Thousand and Twenty One between:

- A. E-Vision Labs is a Private limited company incorporated in the Republic of India of (1st Floor, KK Towers, Music College Road, Aristo Junction, Thambanoor, Thiruvananthapuram-695014, Kerala, India) (hereinafter referred to as the "COMPANY")**
AND
- B. Mar Ephraem College of Engineering & Technology, Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu - 629171 (herein after referred to as "CLIENT").**

The Company and the Client listed above are hereafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

- (A) The Company's core business is to educate and mentor Under Graduates, Post Graduates, Other Graduates, Professionals and Corporate by offering skill development programs through courses like J2EE, .NET, Android etc.**

- (B) The Client is an educational institution catering Anna University syllabi to students and wishes to engage the Company to develop a Value Added Course for the Final Year Computer Science and Engineering.
- (C) Following negotiations, the Company has agreed to offer the Services (a term defined below) to the Client for the consideration set out in Annexure 1 below.
- (D) Pending execution of a formal Service Agreement, the parties have agreed to execute this binding Memorandum of Understanding (the "Agreement") in order to regulate their relationship.

THEREFORE, in consideration of mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following terms and conditions and to be bound thereby:

1. Conditional Precedent

1.1. The provision of the Services is conditional upon;

- (a) For the Company
 - (i) The Company undertaking to provide the Client with documents relating to the Company for it to undertake its due diligence; and
 - (ii) Providing the client with an extensive list of the courses to be covered under the Curriculum.
- (b) For the Client
 - (i) The Client undertaking to the Company that it shall exclusively engage the Company for the development of the Value Added Course and curriculum;
 - (ii) The Client undertaking to the Company that it will allocate a specific area as the technology centre for implementation of the Services fully equipped with tables chairs computers, projectors, teaching materials like markers erasers and safety equipment as required by Govt of Tamil Nadu and Govt of India laws and other educational boards;
 - (iii) The Client undertaking to the Company that it shall bear the loss of any items and materials in the technology centre through the negligence of its students and shall indemnify the Company against any loss damages claims or actions arising from damage to its equipment in the Value Added Course lab caused by the negligent acts of the Client, its employees, agents and its students;
 - (iv) The Client undertaking to provide the Company with support as called upon by the Company for implementation of the Services;
 - (v) The Client executing this Agreement and paying the Service Cost to the Company.
 - (vi) Further, the CLIENT should ensure the availability of required infrastructure and lab support for the COMPANY, suitable enough to conduct the mentioned



training. It is to be noted that, during the period of the agreement, if any circumstances arise which call for alterations and modifications of this agreement, such modifications/ alterations can only be done based on mutual agreement.

- 1.2. The Client shall employ all due diligence to complete its due diligence over the Company within Sixteen (16) days from the date hereof or such longer period as the Parties may agree in writing.

2. Scope of Services

- 2.1. Providing short term Value Added Training to the signed up Final Year, CSE students of Academic Year 2021-22 to 2022-2023 of CLIENT, at Mar Ephraem College of Engineering & Technology.
- 2.2. The courses are mentioned as in the Annexure 1

ANNEXURE 1

Value Added Course program as agreed by First and Second Party:

Sl. No.	Department	Course Content
I.	Final Year Computer Science and Engineering	<ul style="list-style-type: none"> • JEE • .NET • Android

- 2.3. Subject to Clause 2.1& 2.2, the Parties have negotiated and agreed that the Company in implementation of the Services will in development of the Value Added Lab and implementation of the curriculum provide:

- (a) An expert engineer of COMPANY will train students, for three days every week till the program is completed;
- (b) Issue certificate towards the completion of course, assessment and fees

3. Confidentiality

- 3.1 Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of conclusion of the sale and purchase of the Sale Shares, any confidential information obtained from the other party as a result of negotiating, entering into or implementing this Agreement.
- 3.2 No public announcement or press release in connection with the subject matter of this Agreement shall be made or issued by or on behalf of any party without the prior written approval of the others.

4. Co-operation

- 4.1. Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.
- 4.2. Each of the Parties agrees that this Agreement is entered in between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and that it will use all means reasonably available to it to give effect to the objectives of this Agreement.
- 4.3. The Parties recognize that this Agreement cannot reasonably take into consideration all matters or circumstances that may arise during the implementation of the obligations set out in this Agreement.
- 4.4. In this regard, should a situation not addressed by this Agreement arise, then the Parties shall cooperate to resolve it bearing in mind the Parties intentions and the completion timelines for its implementation.

5. Duration and Termination

- 5.1 This Agreement shall become effective from the date 09.07.2021.
- 5.2 This Agreement shall terminate towards the end of Academic Year 2022 – 23 or if the parties agree in writing to terminate this Agreement.
- 5.3 Termination shall be without prejudice to any claims for payment of fees invoiced or for fees to be invoiced for work carried out prior to termination, or any other professional inputs.

6. No agency or partnership

Nothing in this Agreement shall create or be deemed to create a partnership or agency between the Parties and neither Party shall enter or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind the other Party.

7. Exclusion of Liability

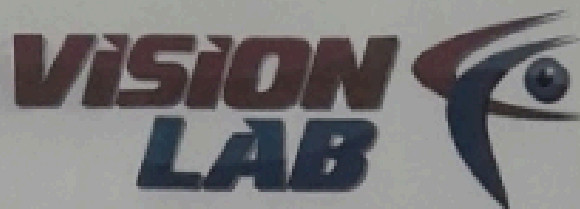
- 7.1 The Company shall not be liable to the Client or be deemed to be in breach of its warranties or obligations under any provision in this Agreement:

- (a) for any delay in performing or failure to perform the services to the extent that such delay or failure was due to a failure by the Client to perform its obligations under this Agreement or if the delay results from a failure by the Client to comply with requests by the Company for instructions, information or action required by it to perform its obligations under this Agreement;

- (b) for the consequences of any acts or omissions of the Client, its employees or agents;

OR

- (c) If the Client is in default of any of its payment obligations under this Agreement.



- 7.2 The Company, its directors, employees and agents will not be liable to the Client or to any third party for any consequential or punitive loss or damages.

8. Change of Scope and Variation

- 8.1 Should it become necessary as the Agreement proceeds to change the scope of the services to include matters the Client thinks appropriate and/or exclude certain matters pursuit of which becomes impracticable or likely to involve time and expense out of proportion to their value to the Client, the Client shall discuss and agree such changes with the Company; such agreement will include the payment of reasonable additional fees and a reasonable period to provide any additional services. Significant variations in the scope of the services will be the subject of a supplementary agreement or engagement letter.

- 8.2 Subject to the foregoing this Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by each party.

9. Arbitration

- 9.1 Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties to such dispute shall in the first instance attempt to resolve such dispute by amicable negotiation.

- 9.2 Should such negotiations fail to achieve a resolution within Thirty (30) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-

- (a) Such arbitration shall be resolved under provisions of the applicable Indian laws and jurisdiction.
- (b) The place and seat of arbitration shall be Mar Ephraem College of Engineering & Technology and the language of arbitration shall be English&Tamil;
- (c) Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

10. Costs

Each party shall bear its own costs incurred in the negotiation, preparation and execution of this Agreement

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first above written.



SEALED with the Common Seal of
Concept Solutions

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)
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)
)
)

Signature:
(General Manager)



SEALED with the Common Seal of
Mar Ephraem College of Engineering & Technology

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)
)
)
)
)

Signature:
(Principal):

PRINCIPAL
MAR EPHRAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARAHILLS ELAUVILAI MARTHOMAM, 629 165
KANYAKUMARI DISTRICT TAMILNADU, INDIA

(Statement of attestation by a Lawyer or Notary)

MEMORANDUM OF UNDERSTANDING

BETWEEN

eMexo TECHNOLOGIES

#219, First Floor, Nagalaya, 3rd Cross Road, Neeladri Nagar, Electronics City
Phase 1, Electronic City, Bengaluru, Karnataka 560100

(THE "COMPANY")

AND

DEPARTMENT OF COMPUTER SCIENCE AND ENGINEERING

Mar Ephraem College of Engineering & Technology
Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu 629171

(THE "CLIENT")

-IN RESPECT OF-

TRAINING AND INTERNSHIP

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (hereinafter called the "MOU") is entered into the 28th day of July, Two Thousand and Twenty One between:

- A. **eMexo TECHNOLOGIES, #219, First Floor, Nagalaya, 3rd Cross Road, Neeladri Nagar, Electronics City Phase 1, Electronic City, Bengaluru, Karnataka 560100 (hereinafter referred to as the "COMPANY")**

AND

- B. **Mar Ephraem College of Engineering & Technology, Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu - 629171(herein after referred to as "CLIENT").**

The Company and the Client listed above are hereafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS:

- (A) The Company's core business is to provide internship and placements related to IT solutions for health care units and products.
- (B) The Client is an educational institution catering Anna University syllabi to students and wishes to engage the Company to have internship and placements for the Computer Science and Engineering Department.
- (C) Pending execution of a formal Service Agreement, the parties have agreed to execute this binding Memorandum of Understanding (the "**Agreement**") in order to regulate their relationship.

THEREFORE, in consideration of mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

The provision of the Services is conditional upon;

- 1.1 The Client shall employ all due diligence to complete its due diligence over the Company within Sixteen (16) days from the date hereof or such longer period as the Parties may agree in writing.
- 2. **Scope of Services**
 - 2.1 Providing Training and Internship for CSE students, at **Mar Ephraem College of Engineering & Technology**.
- 3. **Confidentiality**
 - 3.1 Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of conclusion of the sale and purchase of the Sale Shares, any confidential information obtained from the other party as a result of negotiating, entering into or implementing this Agreement.
 - 3.2 No public announcement or press release in connection with the subject matter of this Agreement shall be made or issued by or on behalf of any party without the prior written approval of the others.
- 4. **Co-operation**
 - 4.1 Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.
 - 4.2 Each of the Parties agrees that this Agreement is entered in between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and

that it will use all means reasonably available to it to give effect to the objectives of this Agreement.

4.3 The Parties recognize that this Agreement cannot reasonably take into consideration all matters or circumstances that may arise during the implementation of the obligations set out in this Agreement.

4.4 In this regard, should a situation not addressed by this Agreement arise, then the Parties shall cooperate to resolve it bearing in mind the Parties intentions and the completion timelines for its implementation.

5. Duration and Termination

5.1 This Agreement shall become effective from the date **28.07.2021**. This Agreement shall terminate towards after three academic years from the date of sign or if the parties agree in writing to terminate this Agreement.

5.2 Termination shall be without prejudice to any claims for payment of fees invoiced or for fees to be invoiced for work carried out prior to termination, or any other professional inputs.

6. No agency or partnership

Nothing in this Agreement shall create or be deemed to create a partnership or agency between the Parties and neither Party shall enter or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind the other Party.

7. Exclusion of Liability

7.1 The Company shall not be liable to the Client or be deemed to be in breach of its warranties or obligations under any provision in this Agreement:

7.1.1 for any delay in performing or failure to perform the services to the extent that such delay or failure was due to a failure by the Client to perform its obligations under this Agreement or if the delay results from a failure by the Client to comply with requests by the Company for instructions, information or action required by it to perform its obligations under this Agreement;

7.1.2 for the consequences of any acts or omissions of the Client, its employees or agents;

OR

7.1.3 If the Client is in default of any of its payment obligations under this Agreement.

7.2 The Company, its directors, employees and agents will not be liable to the Client or to any third party for any consequential or punitive loss or damages.

8. Change of Scope and Variation

8.1 Should it become necessary as the Agreement proceeds to change the scope of the services to include matters the Client thinks appropriate and/or exclude certain matters pursuit of which becomes impracticable or likely to involve time and expense out of

proportion to their value to the Client, the Client shall discuss and agree such changes with the Company; such agreement will include the payment of reasonable additional fees and a reasonable period to provide any additional services. Significant variations in the scope of the services will be the subject of a supplementary agreement or engagement letter.

8.2 Subject to the foregoing this Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by each party.

9. Arbitration

9.1 Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties to such dispute shall in the first instance attempt to resolve such dispute by amicable negotiation.

9.2 Should such negotiations fail to achieve a resolution within Thirty (30) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-

9.2.1 Such arbitration shall be resolved under provisions of the applicable Indian laws and jurisdiction.

9.2.2 Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

10. Costs

Each party shall bear its own costs incurred in the negotiation, preparation and execution of this Agreement

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

SEALED with the Common Seal of
 eMexo Technologies

Signature: [S. REGU]
 (Manager):

SEALED with the Common Seal of
 Mar Ephraem College of Engineering & Technology

Signature: [Dr. D. Dhanya]
 (Head of the Department):
HEAD OF CSE DEPARTMENT
 Mar Ephraem College of Engineering and Technology
 Malankara Hills, Elavankal - 622 171, K.K. Dist.



Mar Ephraem

College of Engineering and Technology

(Run by Catholic Diocese of Marthandam)

Approved by AICTE | Affiliated to Anna University | Accredited by NAAC | DST FIST Supported Institution

Accredited by NBA for Mechanical, CSE & Civil (2022-2025)(Tier II)

Malankara Hills, Elavuvilai, Marthandam – 629 171, Kanniyakumari District, Tamilnadu

🌐 www.marephraem.edu.in ☎ 04651 – 27111, 273111 📠 04651-270158 ✉ marephraem@gmail.com

Department of Electrical and Electronics Engineering



MarEphraem

College of Engineering & Technology

Run by Catholic Diocese of Marthandam | Approved by AICTE |

Affiliated To Anna University, Chennai | Accredited by NAAC |

Malankara Hills, Elavuvilai, Marthandam - 629171, Kanyakumari District, Tamil Nadu.

Web: www.marephraem.edu.in, Ph: 04651-271111, 273111, Fax: 04651-270158, e-mail: marephraem@gmail.com

Department of Electrical and Electronics Engineering

2021-2022

Sl.No	Name of the Company	Activity	Date of signing MoU
1	J-Tech Instruments	Internship	12-07-2021
2	Agar Electro Plast Manufacturing and Research	Internship	27-8-2021
3	Silicon Systems, Coimbatore	Job Training	13-09-2021
4	Fathima Engineering Private Limited , Kollemcode	Certificate Course	10-12-2021
5	Crestronics	Consultancy	10-12-2021
6	JTR Fibres Pvt LTD	Field trip	14-02-2022
7	J-Tech Instruments	Internship	03-03-2022
8	Vintech Systems Pvt Limited	Training, Internship & Project	16-03-2022
9	Hallow Green Energy Solutions	Internship	23-03-2022
10	SMEC Automation PVT LTD	Value Added Course	20-04-2022
11	Versasoftsolutionjs Pvt. Ltd	Job Training	22-04-2022



Prof. Dr. A. Lenin Fred, M.E., P. D.
PRINCIPAL

MAR EPHRAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, ELAVUVILAI, MARTHANDAM - 629171
KANYAKUMARI DISTRICT, TAMILNADU, INDIA

HOD/EEE

ANISH JOHN PAUL. M

Head of the Department

Dept. of Electrical & Electronics Engineering
Mar Ephraem College of Engineering & Technology
Elavuvilai, Marthandam, K.K. Dist. - 629171

MAR EPHRAEM COLLEGE OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, ELAVUVILAI - 629171, INDIA

Telephone: +91(0) 4651 271111

Email: marephraem@gmail.com

J-Tech Instruments

No. 106, 1st Floor, Burma Colony, Perungudi, Chennai-600 096.

Ph. No : 044 - 2496 4366, Mob : 63818 38950

Email:jtechinstruments@gmail.com

GSTN : 33AZRPJ1748G1Z8

12 July 2021

To

The Head of the Department
Department of Electrical and Electronics Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

Sub : Memorandum of Understanding Regarding

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for technical expertise support, consultancy, Internship and training for students.. This MoU is valid for a period of one year from the date of signing.

Thanking You.

For J-Tech Instruments,



Proprietor,

Manufacturer & Service of all type of Educational and Industrial Products



AGAR ELECTRIC COMPANY

GST IN: 32CQDPB5841H2Z7

Ref : AGR/MAREPH/21-08/03

Dt: 27-08-2021

To

The Head of The Department

Electrical and Electronics Engineering

Mar Ephream College of Engineering and Technology

Malankara Hills, Elavuvilai, Marthandam - 629171.

Sub: Regarding Memorandum of Understand.

With reference to your request, we are pleasure to be in association with your department officially by signing a Memorandum of Understanding (MOU). This MOU associates the two Organizations for Internships, Industrial visit and Placement for the EEE department students. This MOU is valid for a period of one year from the date of Signing.

Thanking you

Your's Faithfully,

For AGAR ELECTRIC COMPANY.,



Managing Director,

RAJKUMAR B (B.E.EEE)

Registered Office:

TC-59/2524(3), Vidhyalayam,

Thennoorkonam, Vizhinjam

Thiruvananthapuram. P.O-695521.

agarplastinfo@gmail.com

Ph: 0471-2486161



SILICON SYSTEMS

INFINITE SOLUTIONS

15/29, Mahaliamman Nagar, Kalapatti, Coimbatore - 641048
Ph: 0422 2667083/ Mobile: 99526 59144, 72000 59144
E-mail: siliconsystemsco@gmail.com
Web: www.siliconsystems.online

13 September 2021

To

The Head of the Department
Department of Electrical and Electronics Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

Sub : Memorandum of Understanding Regarding

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for technical expertise support, consultancy, Internship and training for students.. This MoU is valid for a period of one year from the date of signing.

Thanking You

For **SILICON SYSTEMS**



R. Balamurugesu
CEO

+91 99526 59144 & +91 72000 59144

Mail: siliconsystemsco@gmail.com

Web: www.siliconsystems.online

FATHIMA ENGINEERING COMPANY PVT.LTD.



AN ISO 9001:2015 Company

8/34 A, Fathimapuram, Kollemcode Post, Kanyakumari Dist,
Tamilnadu - 629160

Ph: 04651 247036, Fax: 04651 246066

E-mail: ho@fathimaengineering.com

Website: www.fathimaengineering.com

10-12-2021

To

The Head of the Department
Department of Electrical and Electronics Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

Sub : Memorandum of Understanding Regarding

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for technical expertise support for the Certificate Course entitled “**DOMESTIC AND INDUSTRIAL WIRING**”, consultancy, Internship and training for students. This MoU is valid for a period of one year from the date of signing.

Thanking You.

A handwritten signature in black ink, appearing to read 'Rindhy', is written over a horizontal line.

Proprietor,

Regional Office:

Thiruvananthapuram : T.C-28/1494, Thakara Paramb, Trivandrum - 695023, Kerala, Phone: 0471 - 2571833

RefNo :CREST/2021/SLS/022

10 Dec 2021

To

The Head of the Department
Department of Electrical and Electronics Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

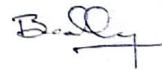
Sub : Memorandum of Understanding Regarding

Reference : Your Request letter dated 22 Nov 2021

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for technical expertise support, consultancy, Internship for students and training for students. This MoU is valid for a period of one year from the date of signing. The clauses of the MoU with further information may be signed during a mutually agreed date in the near future.

Thanking You

Yours



J. T. R. Fibres

Mondaikadu, Kanyakumari District,
Tamilnadu - 620252

Ref. No: JTR/06/2018

14-02-2022

To

The Head of the Department
Department of Electronics and Communication Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

Sub: Memorandum of Understanding Regarding

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for technical expertise support, consultancy, Internship for students and training for students. This MoU is valid for a period of one year from the date of signing. The clauses of the MoU with further information may be signed during a mutually agreed date in the near future.

Thanking You



I. Jackson Thanga Roy

Managing Director

J.T.R. FIBRES
8/24B-1, KARIYAVILAI
MONDAIKADU - 629 252
KANYAKUMARI DIST.

J-Tech Instruments

No. 106, 1st Floor, Burma Colony, Perungudi, Chennai-600 096.

Ph. No : 044 - 2496 4366, Mob : 63818 38950

Email:jtechinstruments@gmail.com

GSTN : 33AZRPJ1748G1Z8

03 March 2022

To


The Head of the Department
Department of Electrical and Electronics Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

Sub : Memorandum of Understanding Regarding

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for technical expertise support for the Certificate Course , consultancy, Internship and training for students. This MoU is valid for a period of one year from the date of signing.

Thanking You.

For J-Tech Instruments,



Proprietor,



Vintech Systems

No: 5/45, Mathicode, Pandaravilai,

Thickanamcode Post, Kanyakumari District - 629804.

☎ 8098577988, 8300185460, ✉ vintechsystems@yahoo.com

TIN NO.: 33766263012, CST NO.: 1253421, Dt.: 13-10-201.

GST IN : 33COVPM3622P1Z9

16 March 2022

To

The Head of the Department
Department of Electrical and Electronics Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

Sub : Memorandum of Understanding Regarding

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for technical expertise support for the Certificate Course, consultancy, Internship and training for students. This MoU is valid for a period of one year from the date of signing.

Thanking You



Yours Faithfully,
For Vintech Systems,

Director,
G.Sunil Livingston, M.E,M.B.A.,

MEMORANDUM OF UNDERSTANDING

DATED

23-3-2022

BETWEEN

**Hallow Green Energy solutions,156, Kattuvilai,
Chitharal Post,Kanyakumari District,629151
(THE "COMPANY")**

AND

**Mar Ephraem College of Engineering & Technology
Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu 629171
(THE "CLIENT")**

-IN RESPECT OF-

**COMMERCIAL PRODUCT DEVELOPMENT TRAINING, CURRICULUM DESIGN,
SPONSORED INTERNSHIPS, INDUSTRIAL TRAINING AND VISIT, FREE FACULTY
DEVELOPMENT PROGRAM MEMORANDUM OF UNDERSTANDING**

THIS Memorandum of Understanding (hereinafter called the **"MOU"**) is entered into the 23rd day of March, Two Thousand and Twenty two:

- A. **Hallow Green Energy Solutions** is a Private limited company incorporated in the Republic of India under Incorporation Number U45309KL2001PTC014516 of (2nd Floor, Kaloor Bus Stand Building, Kaloor, Ernakulam -682017) (hereinafter referred to as the **"COMPANY"**)

AND

- B. **Department of Electrical and Electronics Engineering, Mar Ephraem College of Engineering & Technology, Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu - 629171** (hereinafter referred to as **"CLIENT"**).

The Company and the Client listed above are hereafter individually referred to as a **"Party"** and collectively as the **"Parties"**.

WHEREAS:

- (A) **Hallow Green Energy Solutions** is a product development, sales and service Company developing new solar products and repairing is its primary business. The company also provide Hands on Commercial produce development Training and Skill development program, Sponsored Internships, Industrial Training and Visit, Free Faculty Development program, Solar EPC Services to its customers providing On-grid and off-grid solar system design, engineering installation and maintenance. We are expertise in the field of Renewable Energysystems.

- (B) The Client is an educational institution catering Anna University syllabi to students and wishes to engage the Company for technical expertise support, consultancy, Internship for students and training for students.
- (C) Following negotiations, the Company has agreed to offer the Services (a term defined below) to the Client for the consideration set out in Annexure 1 below.
- (D) Pending execution of a formal Service Agreement, the parties have agreed to execute this binding Memorandum of Understanding (the "Agreement") in order to regulate their relationship.

THEREFORE, in consideration of mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following terms and conditions and to be bound thereby:

1. Conditional Precedent

1.1. The provision of the Services is conditional upon;

(a) For the Company

- (i) The Company undertaking to provide the Client with documents relating to the Company for it to undertake its due diligence; and
- (ii) Providing the client with an extensive list of the courses to be covered under the Curriculum.

(b) For the Client

- (i) The Client undertaking to the Company that it shall exclusively engage the Company for the development of the Hands on Commercial produce development Training and curriculum;
- (ii) The Client undertaking to the Company that it will allocate a specific area as the technology centre for implementation of the Services fully equipped with tables chairs , Soldering ions,Multimeters, Auto transformer, projectors, teaching materials like markers erasers and safety equipment as required by Govt of Tamil Nadu and Govt of India laws and other educational boards;
- (iii) The Client undertaking to the Company that it shall bear the loss of any items and materials in the technology centre through the negligence of its students and shall indemnify the Company against any loss damages claims or actions arising from damage to its equipment in the Hands on Commercial produce development Training lab caused by the negligent acts of the Client, its employees, agents and its students;
- (iv) The Client undertaking to provide the Company with support as called upon by the Company for implementation of the Services;
- (v) The Client executing this Agreement and paying the Service Cost to the Company.
- (vi) Further, the CLIENT should ensure the availability of required infrastructure and lab support for the COMPANY, suitable enough to conduct the mentioned training. It is to be noted that, during the period of the agreement,

if any circumstances arise which call for alterations and modifications of this agreement, such modifications/ alterations can only be done based on mutual agreement.

- 1.2. The Client shall employ all due diligence to complete its due diligence over the Company within Sixteen (16) days from the date hereof or such longer period as the Parties may agree in writing.

2. Scope of Services

Subject to Clause 2.1 & 2.2, the Parties have negotiated and agreed that the Company in implementation of the Services will in development of the Hands on Commercial produce development Training Lab, Internship and implementation of the curriculum provide:

3. Confidentiality

- 3.1. Each of the parties shall keep confidential and shall not disclose to any other person, nor use for any purpose except the purposes of conclusion of the sale and purchase of the Sale Shares, any confidential information obtained from the other party as a result of negotiating, entering into or implementing this Agreement.
- 3.2. No public announcement or press release in connection with the subject matter of this Agreement shall be made or issued by or on behalf of any party without the prior written approval of the others.

4. Co-operation

- 4.1. Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.
- 4.2. Each of the Parties agrees that this Agreement is entered in between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and that it will use all means reasonably available to it to give effect to the objectives of this Agreement.
- 4.3. The Parties recognize that this Agreement cannot reasonably take into consideration all matters or circumstances that may arise during the implementation of the obligations set out in this Agreement.
- 4.4. In this regard, should a situation not addressed by this Agreement arise, then the Parties shall cooperate to resolve it bearing in mind the Parties intentions and the completion timelines for its implementation.

5 Duration and Termination

- 5.1 This Agreement shall become effective from the date **23-3-2022**.
- 5.2 This Agreement shall terminate towards the end of Academic Year 2021 – 22 or if the parties agree in writing to terminate this Agreement.
- 5.3 Termination shall be without prejudice to any claims for payment of fees invoiced or for fees to be invoiced for work carried out prior to termination, or any other professional inputs.

6 No agency or partnership

Nothing in this Agreement shall create or be deemed to create a partnership or agency between the Parties and neither Party shall enter or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind the other Party.

7 Exclusion of Liability

7.1 The Company shall not be liable to the Client or be deemed to be in breach of its warranties or obligations under any provision in this Agreement:

- (a) for any delay in performing or failure to perform the services to the extent that such delay or failure was due to a failure by the Client to perform its obligations under this Agreement or if the delay results from a failure by the Client to comply with requests by the Company for instructions, information or action required by it to perform its obligations under this Agreement;
- (b) for the consequences of any acts or omissions of the Client, its employees or agents;

OR

- (c) If the Client is in default of any of its payment obligations under this Agreement.

7.2 The Company, its directors, employees and agents will not be liable to the Client or to any third party for any consequential or punitive loss or damages.

8 Change of Scope and Variation

8.1 Should it become necessary as the Agreement proceeds to change the scope of the services to include matters the Client thinks appropriate and/or exclude certain matters pursuant of which becomes impracticable or likely to involve time and expense out of proportion to their value to the Client, the Client shall discuss and agree such changes with the Company; such agreement will include the payment of reasonable additional fees and a reasonable period to provide any additional services. Significant variations in the scope of the services will be the subject of a supplementary agreement or engagement letter.

8.2 Subject to the foregoing this Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by each party.

9 Arbitration

9.1 Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement, the Parties to such dispute shall in the first instance attempt to resolve such dispute by amicable negotiation.

9.2 Should such negotiations fail to achieve a resolution within Thirty (30) days, either Party may declare a dispute by written notification to the other, whereupon such dispute shall be referred to arbitration under the following terms:-

- (a) Such arbitration shall be resolved under provisions of the applicable Indian laws and jurisdiction.
- (b) The place and seat of arbitration shall be Mar Ephraem College of Engineering & Technology and the language of arbitration shall be English&Tamil;

- (c) Notwithstanding the above provisions of this clause, a Party is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

5. Costs

Each party shall bear its own costs incurred in the negotiation, preparation and execution of this Agreement

6. General

- 6.1. In this Agreement, including the recitals and the schedule, unless the context otherwise requires words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine and neuter gender and vice versa.
- 6.2. No failure or delay to exercise any power, right or remedy by the parties shall operate as a waiver of that right, power or remedy and no single or partial exercise by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
- 6.3. The rights and remedies of the parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 6.4. Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 6.5. No amendment or variation to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.
- 6.6. The construction, validity and performance of this Agreement shall be governed by and construed in accordance with the laws Govt. of Tamil Nadu and Govt. of India.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

SEALED with the Common Seal of
Hallow Green Energy Solutions

Signature:
(Proprietor)

SEALED with the Common Seal of
Mar Ephraem College of Engineering & Technology

Signature:
(Principal) **Prof. Dr. A. Lenin Fred, M.E., Ph.D.**

PRINCIPAL
MAR EPHKAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, EL AVUVILAI, MARTHANDAM - 629 171
KANYAKUMARI DISTRICT, TAMILNADU, INDIA



भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமி்லநாடு TAMIL NADU

எம். பி. சுவாமிநாதன்

முத்திரைத்தாள் விற்பனையாளர்

உரிமம் எண். 10530/ஆ/90

கருங்கல்

தமிழ்நாடு எண் 12AC 097476

நாள் 23-04-2022

குபாய் 20

வயல் smec Lab

உள் Nagercoil

MEMORANDUM OF UNDERSTANDING

DATED

20/04/2022

BETWEEN

SMEC AUTOMATION PVT LTD,

2nd floor, Kaloor Complex, Kochi, Kerala 682017- India
(THE "COMPANY")

AND

Mar Ephraem College of Engineering & Technology
Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu 629171
(THE "CLIENT")

-IN RESPECT OF-

INHOUSE VALUE ADDED COURSE



MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding (hereinafter called the “**MOU**”) is entered into the 24th day of April, Two Thousand and Twenty Two between:

- A. **SMEC Automation Private Limited** is a Private limited company incorporated in the Republic of India under Incorporation Number U45309KL2001PTC014516 of 2nd Floor, Kaloor Bus Stand Building, Kaloor, Ernakulam -682017) (hereinafter referred to as the “**COMPANY**”)

AND

- B. **Mar Ephraem College of Engineering & Technology, Malankara Hills, Elavuvilai, Marthandam, Tamil Nadu - 629171** (hereinafter referred to as “**CLIENT**”).

The Company and the Client listed above are hereafter individually referred to as a “**Party**” and collectively as the “**Parties**”.

WHEREAS:

- (A) The Company’s core business is to educate and mentor Under Graduates, Post Graduates, Other Graduates, Professionals and Corporate by offering skill development programs through courses like Automation, Embedded System, Oil & Gas Piping, MEP HVAC, IOT etc. The company also operates in several other domains through its sister concerns. The company is ISO 9001 -2015 certified, TUV Rheinland certified along with affiliations with City & Guilds, UK, ESSCI (Electronics Skill Sector Council of India) and CGSC (Capital goods skill council).
- (B) The Client is an educational institution catering Anna University syllabus to students and wishes to engage the Company to develop a Value-Added Course for the Final Year Electrical and Electronics Department of Academic Year 2022 - 2023.
- (C) Following negotiations, the Company has agreed to offer the Services (a term defined below) to the Client for the consideration set out in Annexure 1 below.
- (D) Pending execution of a formal Service Agreement, the parties have agreed to execute this binding Memorandum of Understanding (the “**Agreement**”) in order to regulate their relationship.

THEREFORE, in consideration of mutual promises, representations, covenants and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree to the following terms and conditions and to be bound thereby:



1. Conditional Precedent

1.1. The provision of the Services is conditional upon;

(a) For the Company

- (i) The Company undertaking to provide the Client with documents relating to the Company for it to undertake its due diligence; and
- (ii) Providing the client with an extensive list of the courses to be covered under the Curriculum.

(b) For the Client

- (i) The Client undertaking to the Company that it shall exclusively engage the Company for the development of the Value Added Course and curriculum;
- (ii) The Client undertaking to the Company that it will allocate a specific area as the technology centre for implementation of the Services fully equipped with tables chairs computers, projectors, teaching materials like markers erasers and safety equipment as required by Govt of Tamil Nadu and Govt of India laws and other educational boards;
- (iii) The Client undertaking to provide the Company with support as called upon by the Company for implementation of the Services;
- (iv) The Client executing this Agreement and paying the Service Cost to the Company.
- (v) The company should ensure the proper delivery of the content. Along with the conduct of the company staff If the course content is not delivered as accepted, or of the staff of the company misbehavior, the client can call for alterations and modifications of this agreement, such modifications alterations can only be done based on mutual agreement.

1.2. The Client shall employ all due diligence to complete its due diligence over the Company within Sixteen (16) days from the date hereof or such longer period as the Parties may agree in writing.

2. Scope of Services

- 2.1. Providing short-term Value-Added Training to the signed up Final Year, EEE students of Academic Year 2022-23 of CLIENT, at Mar Ephraem College of Engineering & Technology.
- 2.2. The courses are mentioned as in the Annexure 1.

ANNEXURE 1

Value Added Course program as agreed by First and Second Party, with fees structure:

Sl. No.	Department	Course Content	No. of Participants	Total No. of certificates to be issued per student	Fees Per Head (INR)
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1.	Final Year Electrical & Electronics	• Industrial Automation	27	1	2,500/-
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NB: The respective tariff will be applicable for any numbers of students who freshly sign up for the courses.

2.3. Subject to Clause 2.1 & 2.2, the Parties have negotiated and agreed that the Company in implementation of the Services will in development of the Value-Added course and implementation of the curriculum provide:

- (a) An expert engineer of COMPANY will train students, till the program is completed;
- (b) The classes will start from 19th April 2022;
- (c) Issue certificate towards the completion of course, assessment and fees

3. The Payment on the Consideration

3.1. The Parties have negotiated and agreed that the Value-Added Course fees for the Client with a Total Sum of 67,500/- INR including 18% GST.

3.2. The sums set out in Clause 3.1 shall be paid to the Company through its nominated bank account whose particulars are: -

Account Name : SMEC Automation Pvt. Ltd
Bank : ICICI Bank
Branch : MG ROAD BRANCH
Account Number : 001005011581
Branch Code : 000010
Bank Code /IFSC : ICIC0000010
Swift Code : ICICINBB010

3.3. The Company shall be at liberty to change its nominated bank account at any time by issuing notice in writing to the Client.



4. Confidentiality

- 4.1. No public announcement or press release in connection with the subject matter of this Agreement shall be made or issued by or on behalf of any party without the prior written approval of the others.

5. Co-operation

- 5.1. Each of the Parties shall do and execute or procure to be done and executed all such acts, deeds, documents and things as may be within its power to give full effect to this Agreement and to procure that all provisions of this Agreement are observed and performed.
- 5.2. Each of the Parties agrees that this Agreement is entered in between them and will be performed by each of them in a spirit of mutual co-operation, trust and confidence and that it will use all means reasonably available to it to give effect to the objectives of this Agreement.
- 5.3. The Parties recognize that this Agreement cannot reasonably take into consideration all matters or circumstances that may arise during the implementation of the obligations set out in this Agreement.
- 5.4. In this regard, should a situation not addressed by this Agreement arise, then the Parties shall cooperate to resolve it bearing in mind the Parties intentions and the completion timelines for its implementation.

1 Duration and Termination

- 1.1 This Agreement shall become effective from the date 20.04.2022.
- 1.2 This Agreement shall terminate towards the end of Academic Year 2022 – 23 or if the parties agree in writing to terminate this Agreement.
- 1.3 Termination shall be without prejudice to any claims for payment of fees invoiced or for fees to be invoiced for work carried out prior to termination, or any other professional inputs.

2 No agency or partnership

Nothing in this Agreement shall create or be deemed to create a partnership or agency between the Parties and neither Party shall enter or have authority to enter into any agreement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind the other Party.

3 Change of Scope and Variation

- 3.1 Should it become necessary as the Agreement proceeds to change the scope of the services to include matters the Client thinks appropriate and/or exclude certain matters pursuant of which becomes impracticable or likely to involve time and expense out of proportion to their value to the Client, the Client shall discuss and agree such changes with the Company; such agreement will include the payment of reasonable additional fees and a reasonable period to provide any additional services. Significant variations in the scope of the services will be the subject of a supplementary agreement or engagement letter.
- 3.2 Subject to the foregoing this Agreement shall not be varied or cancelled, unless such variation or cancellation shall be expressly agreed in writing by each party.

4 Arbitration

- 4.1 Should any dispute arise between the Parties hereto with regard to the interpretation, rights, obligations and/or implementation of any one or more of the provisions of this Agreement,



the Parties to such dispute shall in the first instance attempt to resolve such dispute by amicable negotiation.

6. Costs

Each party shall bear its own costs incurred in the negotiation, preparation and execution of this Agreement

7. General

- 7.1. In this Agreement, including the recitals and the schedule, unless the context otherwise requires words importing the singular number only shall include the plural number also and vice versa and words importing the masculine gender includes the feminine and neuter gender and vice versa.
- 7.2. No failure or delay to exercise any power, right or remedy by the parties shall operate as a waiver of that right, power or remedy and no single or partial exercise by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.
- 7.3. The rights and remedies of the parties provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 7.4. Each of the provisions of this Agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 7.5. No amendment or variation to this Agreement shall be effectual or binding on the parties hereto unless it is in writing and duly executed by or on behalf of the parties hereto.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first above written.

SEALED with the Common Seal of
SMEC Automation Private Limited

Signature:
(General Manager):



SEALED with the Common Seal of
Mar Ephraem College of Engineering & Technology

Signature:
(Principal):

Prof. Dr. A. Lenin Fred, M.E., Ph.D.
PRINCIPAL

MAR EPHKAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, ELAVUVILAI, MARTHANDAM - 629 171
KANYAKUMARI DISTRICT, TAMILNADU, INDIA



(Statement of attestation by a Lawyer or Notary)



GST IN :33AAFCV4057N1ZZ

Date:22/04/2022

To

The Head of the Department
Department of Electronics and Communication Engineering
Mar Ephraem College of Engineering and Technology
Malankara Hills, Elavuvilai, Marthandam – 629 171

Sub : Memorandum of Understanding Regarding

With reference to your request, we are pleased to be in association with your department officially by signing a Memorandum of Understanding (MoU). This MoU associates the two organizations for Internships, Industrial Visit and Placement for the EEE department students. This MoU is valid for a period of one year from the date of signing.

Thanking You

Yours Faithfully,
For Versasoft solutions.Pvt.Ltd,



Director,
S.Hari Ram,



Mar Ephraem

College of Engineering and Technology

(Run by Catholic Diocese of Marthandam)

Approved by AICTE | Affiliated to Anna University | Accredited by NAAC | DST FIST Supported Institution

Accredited by NBA for Mechanical, CSE & Civil (2022-2025)(Tier II)

Malankara Hills, Elavuvilai, Marthandam – 629 171, Kanniyakumari District, Tamilnadu

🌐 www.marephraem.edu.in ☎ 04651 – 27111, 273111 📠 04651-270158 ✉ marephraem@gmail.com

Department of Mechanical Engineering

**CADD CENTRE & MAR EPHRAEM COLLEGE OF ENGINEERING AND
TECHNOLOGY – (DEPARTMENT OF MECHANICAL ENGINEERING)
MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (MoU) is being established between CADD Centre Training Service, Main Road, Marthandam – 629165 (here in after referred as CADD Centre) and DEPARTMENT of Mechanical Engineering, Mar EPHRAEM College of Engineering and Technology, Elavuvilai, Marthandam – 629171 (here in after referred as MAR EPHRAEM MECHANICAL) to provide Value Added Courses, Workshops, Short Term Training Programs, Faculty development Program, Entrepreneurial Development Program to the students of MAR EPHRAEM MECHANICAL.

Under this MoU, CADD Centre and MAR EPHRAEM MECHANICAL agrees to co-operate in strengthening the knowledge of MAR EPHRAEM MECHANICAL students in the area of management Engineering Software, Hardware and faculty facilities available at MAR EPHRAEM MECHANICAL and CADD Centre.

THE TERMS OF THE MoU ARE AS FOLLOWS:

01. The main objective of CADD Centre and MAR EPHRAEM MECHANICAL will be to impart quality Training/Education services to the students of MAR EPHRAEM MECHANICAL.
02. CADD Centre shall make provision for modification, improvements or changes suggested by MAR EPHRAEM MECHANICAL in CADD Class and course fee will be fixed on agreeable terms between both parties.

03. All the decision should be made with the consent of the Principal, Mar Ephraem Engineering College and Centre Head, CADD Centre, Marthandam.
04. For all interactions of this MoU, MECHANICAL HOD from MAR EPHRAEM will be the contact person and the Centre Head – Marthandam from CADD Centre will be the contact person for further execution.
05. Through this agreement Third year of B.E students of MAR EPHRAEM MECHANICAL will be given training in CATIA V5.
06. The total training session will be completed in EVEN SEM a refresher course 40 hours will be conducted.
07. In charge of the course will be responsible for the collection and payment of the course fees by the students to participate in the course.
08. Course fees, terms and conditions can be revised only with a mutual agreement between both the parties.
09. CADD Centre agrees to provide assistance in organizing workshops, STTP, FDP and EDP.
10. It is agreed upon that the value added courses should be conducted only in the timings mutually agreed by both parties.
11. CADD Centre will provide the course material / certificate / Faculty members for each course which is intended to develop the knowledge of the students through the above said joint effort.
12. In addition to CADD Centre faculty members, MAR EPHRAEM MECHANICAL will provide a faculty Coordinator, a supporting staff, Computer Centre and Class rooms if required to run the course.
13. For the conduct of the whole course the Centre Head, CADD Centre Marthandam will be in the charge.
14. It is also mutually agreed upon by both the parties that the courses once offered will be completed in all respects. Both the parties are responsible for the smooth

conduct of the planned courses without causing any damage to the properties and any hardship to the students.

15. The payment terms as agreed by both CADD centre and Mar EPHRAEM Mechanical are as follows:

- 50% of the course fees should be paid during the starting of the course.
- Remaining 50% of the course fees shall be paid by the completion of the course.

16. Course plan and the course material for the course must be approved by both parties well in advance and to be given to students in the first day of their course.

17. The principal and HOD MAR EPHRAEM MECHANICAL will be responsible for payment of the course fees by the students to participate in the course.

18. Installments of the shares released by Mar EPHRAEM should be in the form of cash or cheque.

Place : Elavuvilai

Date : 25.01.2022

HOD/Mechanical
MAR EPHRAEM



CENTRE MANAGER
CADD CENTRE, MARTHANDAM

PRINCIPAL

Prof. Dr. A. Ephraem, M.E., Ph.D.

PRINCIPAL

MAR EPHRAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, ELAVUVILAI, MARTHANDAM - 629 171
KANYAKUMARI DISTRICT, TAMILNADU, INDIA

CENTRE HEAD
CADD CENTRE, MARTHANDAM

CADD CENTRE

John Plaza, 2nd Floor, Near SETC Depot
Main Road, Marthandam
Kanyakumari District - 629 165

Phone: 9488176744

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

GELBERO IT SOLUTIONS(OPC) PVT LTD

Second floor, JB Babies Complex, Karungal, Kanyakumari -629157

AND

MAR EPHRAEM COLLEGE OF ENGINEERING & TECHNOLOGY

Malankara Hills, Elavuvilai, Marthandam, Kanyakumari - 629171.

2021-2022

This memorandum of understanding (MOU) is being established between **GELBERO IT SOLUTIONS(OPC) PVT LTD** (here in after referred as **GELBERO**) and **MAR EPHRAEM COLLEGE OF ENGINEERING & TECHNOLOGY**, Malankara Hills, Elavuvilai, Marthandam, Kanyakumari - 629171 (here in after referred as **MAR EPHRAEM MECHANICAL**) to provide Certificate Courses, Workshops, Short Term Training Programs, Faculty development Program, Entrepreneurial Development Program to the students of **MAR EPHRAEM MECHANICAL**.

Under this MOU, **GELBERO** and **MAR EPHRAEM MECHANICAL** agrees to co-operate in strengthening the knowledge of **MAR EPHRAEM MECHANICAL** students in the area of Engineering Software. Hardware and faculty facilities are available at **MAR EPHRAEM MECHANICAL** and **GELBERO**

THE TERMS OF THE MOU ARE AS FOLLOWS:

01. The main objective of **GELBERO** and **MAR EPHRAEM MECHANICAL** will be to impart quality Training/Education services to the students of **MAR EPHRAEM MECHANICAL**.
02. **GELBERO** shall make provision for modification, improvements or changes suggested by **MAR EPHRAEM MECHANICAL** in Java Class and course fee will be fixed on agreeable terms between both parties.

03. All the decision should be made with the consent of the Principal, **MAR EPHRAEM COLLEGE OF ENGINEERING & TECHNOLOGY** and Director, **GELBERO**, Karungal.
04. For all interactions of this MOU, Program Coordinator from **MAR EPHRAEM MECHANICAL** will be the contact person and the Director, **GELBERO** will be the contact person for further execution.
05. Through this agreement final year of B.E students of **MAR EPHRAEM MECHANICAL** will be given certification course on **Advanced Programming in Java**
06. The total training session will be completed in Even Semester a refresher course 45 hours will be conducted.
07. In charge of the course will be responsible for the collection and payment of the course fees by the students to participate in the course.
08. Course fees, terms and conditions can be revised only with a mutual agreement between both the parties.
09. **GELBERO** agrees to provide assistance in organizing workshops, STTP, FDP and EDP.
10. It is agreed upon that the certificate courses should be conducted only in the timings mutually agreed by both parties.
11. **GELBERO** will provide the course material / certificate / Faculty members for each course which is intended to develop the knowledge of the students through the above said joint effort.
12. In addition to **GELBERO** faculty members, **MAR EPHRAEM MECHANICAL** will provide Computer Lab and Class rooms and a faculty Coordinator, a supporting staff, if required to run the course.
13. For the conduct of the whole course the Director, **GELBERO** will be in the charge.
14. It is also mutually agreed upon by both the parties that the courses once offered will be completed in all respects. Both the parties are responsible for the smooth conduct of the

planned courses without causing any damage to the properties and any hardship to the students.

15. The payment terms as agreed by both **GELBERO** and **MAR EPHRAEM MECHANICAL** are as follows:

- 50% of the course fees should be paid during the starting of the course.
- Remaining 50% of the course fees shall be paid by the completion of the course.

16. Course plan and the course material for the course must be approved by both parties well in advance and to be given to students in the first day of their course.

17. The Principal and Program Coordinator will be responsible for payment of the course fees by the students to participate in the course.

18. Installments of the shares released by **MAR EPHRAEM MECHANICAL** should be in the form of cash or cheque.

Place :ELAVUVILAI

Date :04-02-22

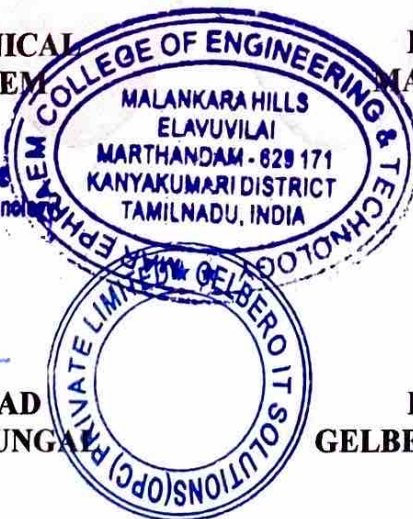

HOD/ MECHANICAL
MAR EPHRAEM

Head of the Department
Department of Mechanical Engineering
Mar Ephraem College of Engineering & Technology
Elavuvilai, Marthandam - 629 171


PRINCIPAL
MAR EPHRAEM


BRANCH HEAD
GELBERO, KARUNGAL


DIRECTOR
GELBERO, KARUNGAL





CADDAM Technologies Pvt. Ltd.

CADDAM TECHNOLOGIES Pvt. Ltd. & MAR EPHRAEM COLLEGE OF ENGINEERING AND TECHNOLOGY – DEPARTMENT OF MECHANICAL ENGINEERING

MEMORANDUM OF UNDERSTANDING

08.03.2022

This memorandum of understanding (MoU) is being established between **CADDAM TECHNOLOGIES Pvt. Ltd., West Tambaram, Chennai - 600045** (here in after referred as **CADDAM TECHNOLOGIES**) and Department of Mechanical Engineering, Mar Ephraem College of Engineering and Technology, Elavuvilai, Marthandam – 629171 (here in after referred as **MAR EPHRAEM MECHANICAL**) to provide Value Added Courses, Workshops, Short Term Training Programs, Faculty development Program, Entrepreneurial Development Program to the students of **MAR EPHRAEM MECHANICAL**.

Under this MoU, **CADDAM TECHNOLOGIES** and **MAR EPHRAEM MECHANICAL** agrees to co-operate in strengthening the knowledge of **MAR EPHRAEM MECHANICAL** students in the area of management Engineering Software, Hardware and faculty facilities available at **MAR EPHRAEM MECHANICAL** and CADD Centre.

THE TERMS OF THE MoU ARE AS FOLLOWS:

01. The main objective of **CADDAM TECHNOLOGIES** and **MAR EPHRAEM MECHANICAL** will be to impart quality Training/Education services to the students of **MAR EPHRAEM MECHANICAL**.
02. **CADDAM TECHNOLOGIES** shall make provision for modification, improvements or changes suggested by **MAR EPHRAEM MECHANICAL** in CADD Class and course fee will be fixed on agreeable terms between both parties.
03. All the decision should be made with the consent of the Principal, **MAR EPHRAEM Engineering College** and Centre Head, **CADDAM TECHNOLOGIES**, Chennai
04. For all interactions of this MoU, Mechanical HOD from **MAR EPHRAEM** will be the contact person and the Centre Head from **CADDAM TECHNOLOGIES** will be the contact person for further execution.
05. Through this agreement final year of B.E students of **MAR EPHRAEM MECHANICAL** will be given training in **Catia** and **Ansys Workbench**.
06. The total training session will be completed in **EVEN SEMESTER** a refresher course 48 hours

07. In charge of the course will be responsible for the collection and payment of the course fees by the students to participate in the course.
08. Course fees, terms and conditions can be revised only with a mutual agreement between both the parties.
09. **CADDAM TECHNOLOGIES** agrees to provide assistance in organizing workshops, STTP, FDP and EDP.
10. It is agreed upon that the value added courses should be conducted only in the timings mutually agreed by both parties.
11. **CADDAM TECHNOLOGIES** will provide the course material / certificate / Faculty members for each course which is intended to develop the knowledge of the students through the above said joint effort.
12. In addition to **CADDAM TECHNOLOGIES** faculty members, **MAR EPHRAEM MECHANICAL** will provide a faculty Coordinator, a supporting staff, Computer Centre and Class rooms if required to run the course.
13. For the conduct of the whole course the Centre Head, **CADDAM TECHNOLOGIES** will be in the charge.
14. It is also mutually agreed upon by both the parties that the courses once offered will be completed in all respects. Both the parties are responsible for the smooth conduct of the planned courses without causing any damage to the properties and any hardship to the students.
15. The payment terms as agreed by both **CADDAM TECHNOLOGIES** and **MAR EPHRAEM Mechanical** are as follows:
- 50% of the course fees should be paid during the starting of the course.
 - Remaining 50% of the course fees shall be paid by the completion of the course.
16. Course plan and the course material for the course must be approved by both parties well in advance and to be given to students in the first day of their course.
17. The principal and HOD **MAR EPHRAEM MECHANICAL** will be responsible for payment of the course fees by the students to participate in the course.


H.O.D/MECHANICAL
MAR EPHRAEM


PRINCIPAL
MAR EPHRAEM


CENTRE HEAD
CADDAM TECHNOLOGIES



**GG MARUTI GUIDES& MAR EPHRAEM COLLEGE OF ENGINEERING
AND TECHNOLOGY – (DEPARTMENT OF MECHANICAL
ENGINEERING) MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (MoU) is being established between **GG MARUTI GUIDES**, Chankai, Marthandam – 629165 and Department of **MECHANICAL ENGINEERING, MAR EPHRAEM COLLEGE OF ENGINEERING AND TECHNOLOGY**, Elavuvilai, Marthandam – to provide **Automobile Practical Training Program** to the students of Department of Mechanical Engineering Mar Ephraem College of Engineering and Technology

Under this MoU, **GG MARUTI GUIDES** and **MAR EPHRAEM MECHANICAL** agrees to co-operate in strengthening the knowledge of **MAR EPHRAEM MECHANICAL** students in the area of Automobile Engineering.

THE TERMS OF THE MOU ARE AS FOLLOWS:

01. The main objective of **GG MARUTI GUIDES** and **MAR EPHRAEM MECHANICAL DEPARTMENT** to impart quality practical Training to the students of **MAR EPHRAEM MECHANICAL DEPARTMENT** whenever required.
02. **GG MARUTI GUIDES** shall make provision for modification, improvements or changes suggested by **MAR EPHRAEM MECHANICAL DEPARTMENT** in the Practical Training Program.
03. All the decision should be made with the consent of the Principal, Mar Ephraem College of Engineering and Technology and Managing Director **GG MARUTI GUIDES**.

04. For all interactions of this MoU, Mechanical HOD from **MAR EPHRAEM MECHANICAL DEPARTMENT** will be the contact person and the Managing Director **GG MARUTI GUIDES** will be the contact person for further execution.
05. Through this agreement a **hands on practical training** will be given to Third year Mechanical Engineering Students of Mar Ephraem.
06. **GG MARUTI GUIDES** agrees to provide assistance in organizing workshops for students outside the college.
07. Both the parties are responsible for the smooth conduct of the planned courses without causing any damage to the properties and any hardship to the students.

Place :MARTHANDAM

Date : 14.04.2021



**MANAGING DIRECTOR
GG MARUTI GUIDES**

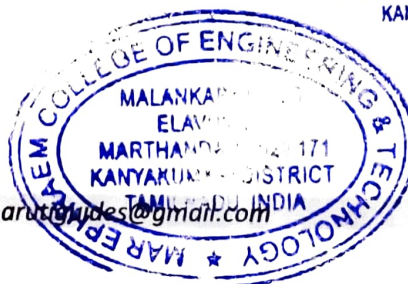


GG MARUTI GUIDES



**H.O.D/MECHANICAL
MAR EPHRAEM**

Department of Mechanical Engineering
Mar Ephraem College of Engineering & Technology
Elavuvilai, Marthandam - 629 171



ggmarutiguides@gmail.com



**PRINCIPAL
MAR EPHRAEM**

Prof. Dr. A. Lenin Fred, M.E., Ph.D.
PRINCIPAL
MAR EPHRAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, ELAVUVILAI, MARTHANDAM - 629 171
KANYAKUMARI DISTRICT, TAMILNADU, INDIA.

04651-294174



**MACHINE CARE CHENNAI & MAR EPHRAEM COLLEGE OF ENGINEERING AND
TECHNOLOGY – (DEPARTMENT OF MECHANICAL ENGINEERING)
ANNUAL MAINTENANCE CONTRACT**

This Annual Maintenance Contract (AMC) is being established between Machine Care Chennai and the Department of Mechanical Engineering, Mar Ephraem College of Engineering and Technology, Elavuvilai, Marthandam to maintain the machinery of Manufacturing Technology Laboratory Department of Mechanical Engineering Mar Ephraem College of Engineering and Technology for one year from the date of signing of the agreement.

THE TERMS OF THE AMC ARE AS FOLLOWS:

1. Machine care agrees to provide preventive maintenance checkups at the commencement of the contract period followed by visits made after every six months from the date of a previous checkup or the date of fault rectification whichever is later.
2. Fault rectification shall be made against service calls made by the customer reporting any failure during the contract period.
3. Performance of service will be confined to normal working days as applicable to machine care employees and working hours shall be provided at all times considering the requirement of Mar Ephraem College of Engineering and Technology.
4. This AMC assumes that the equipment is in normal working condition at the time of acceptance by the customer of this agreement. If this is found otherwise the AMC conditions are subject to renegotiation.
5. Customer is not expected to engage any third party to service and maintain the equipment during the contract period. Such an act by the customer is liable to invalidation of the AMC.

CUSTOMER'S OBLIGATIONS: -

1. The customer will give Machine Care full access to the machinery to enable Machine Care to provide maintenance service, and will make available to Machine Care technician's appropriate customer staff who are familiar with the machinery problems and will provide safe working space and suitable storage for maintenance equipment and spare parts.
2. The machinery covered by the AMC or part thereof shall be moved from the location of installation except under the supervision of Machine Care technicians and registering the new location in the records with a change of contract terms if any.

MACHINE CARE

NO-4/374, Pillaiyar Koil Street, Pallavan Nagar, Perumbakkam Main Road,
Medavakkam, Chennai 600 100. machinecare279@yahoo.com
+91 99413 41188 GST IN : 33 AYGPS 7685 B2Z5



3. The customer shall not directly or indirectly alter any parts of the machinery which will affect the operation of the machines without prior approval from the Machine Care and without the presence of Machine Care technicians.

Exemptions:

1. Machine Care shall not be liable for failure to perform any of its obligations if such failure results from the act of God, fire, storm, earthquake, explosion, accident, lock-out, industrial dispute, labor trouble, transportation embargo, imminence, or due existence of any state of emergency, war-like conditions, riots, refusal of license or imposition of sanctions, any measures taken by the Government whatever which renders it impossible or impracticable for Machine Care to perform its obligation, and/any act beyond the control of Machine Care.

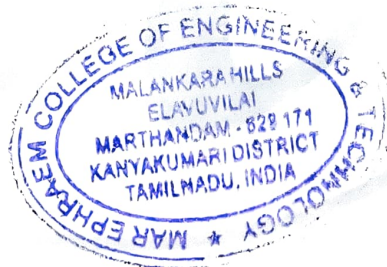
2. Exclusion of loss of or damage due to lightning, explosion, and impact of damage arising directly or indirectly from lightening, clearance of debris, and dismantling necessitated thereby chemical explosion, smoke, soot, aggressive substances, impact of aircraft and other aerial devices and/or article dropped therefrom.

Place: Chennai

Date: 15-04-2021


H.O.D/MECHANICAL
MAR EPHRAEM

Head of the Department
Department of Mechanical Engineering
Mar Ephraem College of Engineering & Technology
Elavuvilai, Marthandam - 629 171




PRINCIPAL
MAR EPHRAEM

Prof. Dr. A. Lenin Fred, M.E., Ph.D.
PRINCIPAL
MAR EPHRAEM COLLEGE
OF ENGINEERING & TECHNOLOGY
MALANKARA HILLS, ELAVUVILAI, MARTHANDAM - 629 171
KANYAKUMARI DISTRICT, TAMILNADU, INDIA



Managing Director
Machine Care Chennai.