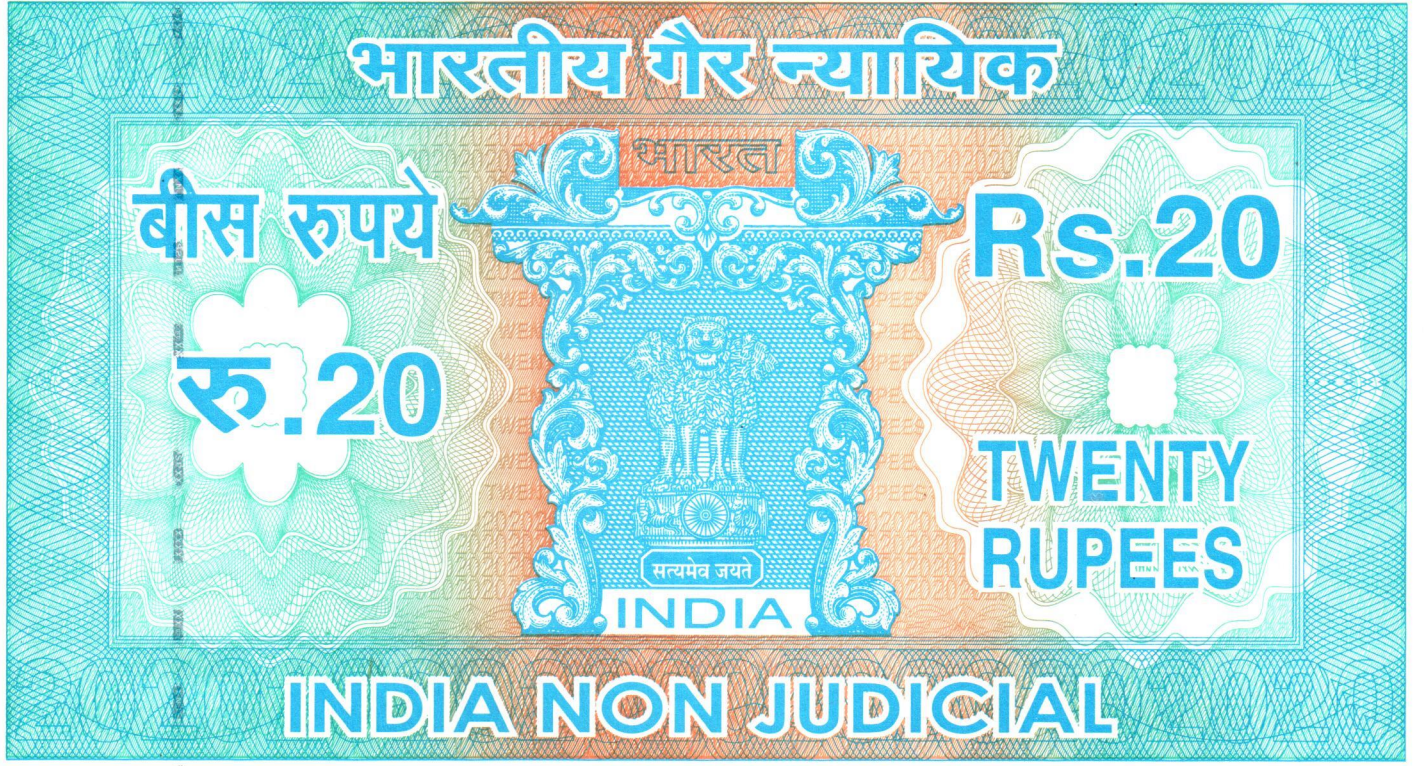




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23.2.2018

SATHYABAMA INSTITUTE OF SCIENCE
AND TECHNOLOGY, CHENNAI-119

53AB 002442

G.V.S.

G. VEERABATHRAN
Stamp Vender
Licence No: 24/CH(S)/2010 Dt. 30-3-2011
Old No: 23, New No: 31, Sarangapani Street
Sholinganallur, Chennai-119

MEMORANDUM OF UNDERSTANDING

Between

SATHYABAMA

INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)

Rajiv Gandhi Road, Jeppiaar Nagar, Chennai – 600119, Tamilnadu, India

AND

ADVANCED TRAINING INSTITUTE

Guindy, Chennai-32

[This Memorandum of Understanding (MoU) specifies a broad framework of co-operation and collaboration between *Sathyabama* and *Advanced Training Institute* for organizing Skill Development Programmes in various Trades through training by using latest version of Equipment & Machinery as used in the industry]

This **Memorandum of Understanding** is made on this 27th day of February 2018 between **Sathyabama Institute of Science and Technology (Deemed to be University)**, having its address at Rajiv Gandhi Salai, Jeppiaar Nagar, Chennai-600 119 represented by **Dr. Mariazeena Johnson, Pro Chancellor** (hereinafter referred to as "**FIRST PARTY**") which expression shall unless repugnant to the context mean and include its successors, executors and permitted assigns) of the **ONE PART**

AND

Director, Advanced Training Institute, under the Ministry of Skill Development & Entrepreneurship, Govt. of India (hereinafter referred to as "**SECOND PARTY**") which expressions shall unless repugnant to the context mean and include its successors, executors and permitted assigns) of the **OTHER PART**;

1. **Whereas the FIRST PARTY vide letter** dated 1st December 2017 has requested the **SECOND PARTY** to conduct Skill Development Programmes for their Engineering students / faculty / staff for updating and upgrading skills, through intensive skill oriented training by using the latest version of equipment and machinery as used in the industry, at the latter's Institute.
2. **Whereas the SECOND PARTY vide letter** dated 2nd February 2018 has agreed to admit the students / faculty / staff sponsored by the **FIRST PARTY** for the regular courses scheduled in their Training Calendar and tailor-made courses to suit specific requirements, in batches not less than 20 participants per course at the prescribed fees of the Govt.
3. The **SECOND PARTY** will make use of all available resources at its disposal to impart best training to the students / faculty / staff sponsored by the **FIRST PARTY** so that these skills are helpful in their employment and future career
4. After successful completion of the Short Term Training Programmes, the **SECOND PARTY** would issue certificates to the participants sponsored by the **FIRST PARTY** to enhance their career opportunities
5. The MoU shall be effective from the date of execution hereof and shall remain in force for a period of 2 years. The MoU shall be renewable upon mutual agreement

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING
WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN
THE PARTIES AS FOLLOWS**

1 (i) Scope of Work / Collaboration

- a) The **SECOND PARTY** shall undertake/ implement "***Skill Development Program***" related to updating & upgrading skills of students / faculty / staff on mutually

accepted terms and conditions described hereunder aiming at achieving/imparting training/skills during the period March 2018 to March 2020

- b) The **FIRST PARTY** shall bear the training cost at the prescribed rates of the Central Government
- c) The training venue shall be of the **SECOND PARTY**, Advanced Training Institute, Guindy, Chennai-600 032
- (ii) The **SECOND PARTY** shall develop appropriate Training and Evaluation Module for each programme/course, referred to at Para 1 (i) above, and shall ensure that such course/s shall be specifically designed to build upon the skills which the participants already have, to help them progress / develop in the field and to make them ready for gainful employment in Industry.
- (iii) Upon the satisfactory completion of the said courses, the **SECOND PARTY** shall ensure issuing "**Course Certificate**" to the enrolled Trainees.

2. Commencement and Completion Schedule

The Training Programmes shall commence at the earliest from the date of signing of MoU and shall continue till the expiry of the period of MoU

3. General Terms & Conditions:

The SECOND PARTY *agrees, undertakes and declares* through this MOU that-

- i. the training offered is of regular nature and not financed from any other source or donated funds or planned in any Govt. / Local Administration scheme
- ii. no fees towards the training or associated activity or material will be collected from the participants/beneficiaries.
- iii. the Registration Fee, Course Fee and Gymkhana Fee shall be as per fees structure prescribed by the Government of India rules, which may vary time to time.
- iv. a Nodal Officer for monitoring and successful implementation of the programme and furnish their details to the **FIRST PARTY**
- v. the **FIRST PARTY's** nominee shall be invited at the time of selection process of the Training Programme/s. The entire time schedule of the training shall be worked out well in advance together by both parties.
- vi. they shall provide all records, documents, information and co-operate with the **FIRST PARTY** for smooth conduct of monitoring and valuation of the training.

4. **Payment Schedule & Disbursements:**

(I) PAYMENT

The Payment shall be made by the FIRST PARTY to the SECOND PARTY towards Course Fee, Registration Fee, Gymkhana Fee for any particular course *in advance or on the day of admission*. In the event of any excess payment, the same shall be adjusted by the SECOND PARTY in the ensuing payments. Both parties shall maintain records and coordinate payment and receipt of fees periodically

(II) DISBURSEMENTS:

All the payments shall be made in Indian Rupees by way of DEMAND DRAFT by the FIRST PARTY.

The payment of fees by the **FIRST PARTY** will be in full, as prescribed by the Govt. of India from time to time. The **FIRST PARTY** shall ensure that payment is made either in advance or on the day of admission without fail.

5. **Responsibilities of SECOND PARTY**

- a. **The SECOND PARTY** shall ensure to:
 - i) provide and make available required facilities at the Institute
 - ii) manage the organization of the courses
 - iii) provide appropriate training infrastructure and material
- b. **The SECOND PARTY** shall ensure the eligibility requirement for the programme is passed by the candidate i.e. ITI pass outs in relevant trade (Electrician, Turner, Machinist).
- c. **The FIRST/SECOND PARTY** shall not engage in any unfair or unethical trade practices or any other business practice, which defeats the purpose of this MoU / Agreement.

6. **Responsibilities of FIRST PARTY:**

- i. To provide for the training costs as per the payment schedule.
- ii. To keep the SECOND PARTY informed in writing, on an ongoing basis, of the nominations to enable them to prepare in advance for the programmes
- iii. To depute officials for Inaugural & Valedictions upon invite by the SECOND PARTY.

7. **Certification:**

The **SECOND PARTY** shall ensure issuing Certificates on completion of the programmes, to the enrolled students.

8. **General Conditions:**

- The **FIRST PARTY's Coordinator** for nomination of trainees and release of payments shall be **Shri Dr.J. Jayapriya, Associate Professor, School of Science & Humanities**
- The **SECOND PARTY' Coordinator** shall be **Shri S. Mathivanan, JDT**
- **The details of the Training Programme / Related terms and conditions are enclosed as per Annexure I**

9. Intellectual Property

All Intellectual Property in any material provided by the **SECOND PARTY** to **FIRST PARTY** under this agreement, including the course learning materials, is the property of the **SECOND PARTY**.

10. Amendment

This agreement may be varied only in writing and signed by both the parties.

11. Termination

This MoU/Contract may be terminated on 15 Days Written Notice at any time on sufficient cause.

12. Force Majeure

- a. If the performance of the MoU is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster; restrictions imposed by the Government or other Statutory bodies which prevents or delays the execution of the MOU then the same shall be promptly notified to the First Party in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the contract.
- b. If at the expiry of the period of suspension, the reasons for the suspension still remains, '**FIRST PARTY**' and the **SECOND PARTY** shall treat the MoU as terminated.

13. Dispute Resolution

Any dispute or difference arising out of this MoU shall be amicably settled between the Parties.

14. Governing Laws:

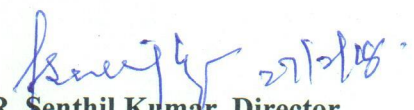
This MoU/Agreement is governed by the laws of India and the parties agree that Courts of Chennai shall have exclusive jurisdiction to try all disputes between the parties.

15. Notices and Communications:

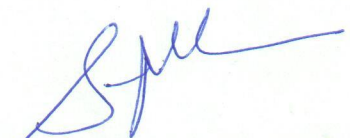
Any notices or any communications required or permitted to be given under this MoU shall be in writing and sent through registered post, postage prepaid acknowledgment due, duly addressed to the respective party on the address mentioned below:

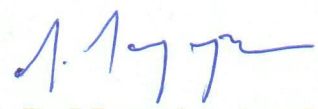
IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their duly authorised officers on the date, month and year first here-in-above written.


20th Feb 2018
Dr. Mariazeena Johnson
For and on behalf of
Sathyabama Institute of Science and Technology

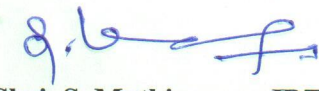

21-2-18
Mr. R. Senthil Kumar, Director
For and on behalf of
Advanced Training Institute

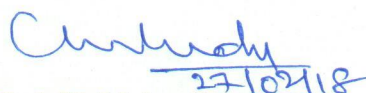
Witnesses:


1. **Dr T Sasipraba, Pro Vice Chancellor**


2. **Dr J Jayapriya, Associate Professor**

Witnesses:


2018
1. **Shri. S. Mathivanan, JDT**


27/02/18
2. **Shri. K. Mahendar, DDT**