

தமிழ்நாடு தமில்நாடு TAMILNADU

ROHINI COLLEGE OF

BL 668230

ENGINEERING & TECHNOLOGY S. ரெகு ரெக்டினைம்

PALKULAM

(மேற்கண்டவர்களுக்கு விநியோகிக்கப்பட்டது)

உரிமையுடன் எண்: 17/2008/ 20-8-2008

SRO ரோடு, கொட்டாரம்

கன்னியாகுமரி மாவட்டம்

MAR 23 8:40:00 நாள் 02/5/2024

### MEMORANDUM OF UNDERSTANDING

This Binding Memorandum of Understanding (hereinafter "Memorandum" or "MOU") is dated this [06.05.2024]

### BETWEEN

**CAREER DEVELOPMENT OPPORTUNITY AND TRAINING (CDOT)** having its registered office at the State Bank of India Building (Upstairs), Pillar No: 66, Narayanapuram, Madurai 625014 (hereinafter referred to as "**FIRST PARTY**") which expression shall mean and include its legal heirs, administrators and permitted assigns)

### AND

**[ROHINI COLLEGE OF ENGINEERING AND TECHNOLOGY, Near Anjugramam Junction, Kanyakumari Main Road, Palkulam, Kanyakumari District-629401]**, (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 individual as "Party")

### WHEREAS

The First Party is a trust registered in 2001, has trained over 100,000 students across Tamilnadu and other states. The First party having over 21 years of experience in implementing and executing Skill Development and Livelihood projects for the State and Central government has associated with various top central government and Global certifying bodies to provide Futuristic skill programs to the students across India and promote Research Development activities, Entrepreneurship and Placement of fresher's to bridge the gap between the Industry and the Institutions.

The Second Party is **[ROHINI COLLEGE OF ENGINEERING AND TECHNOLOGY, Near Anjugramam Junction, Kanyakumari Main Road]**

**[ROHINI COLLEGE OF ENGINEERING AND TECHNOLOGY]**

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

- The Parties intend to investigate the prospect of working together and/or to actually work together, on a project which will be referred to as Providing Skill Based Training Program, Research Development Support Services, Industry Connect, Placement Support & Entrepreneurship Development ("The Project")
- The Project has the following purpose ("the Purpose")  
To support the Faculty members and the students of [Rohini College of Engineering and Technology] by providing Futuristic Skill programs and then support those in Research projects with problem statements from the Industry and thereby creating Entrepreneurs and supporting to enhance the placement activities of [Rohini College of Engineering and Technology]

### (2) BINDING

- 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 mutual agreement between both the parties
- b) Any changes to this memorandum must be made in writing and signed by both 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 endeavors 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' relationships with one another and in order to pursue the purpose.

### (5) ROLES OF PARTIES

- a) **CAREER DEVELOPMENT OPPORTUNITY & TRAINING (CDOT)** will have the following obligations in relation to the Project:

Provide Full time experts as Trainers / Mentors / Facilitators or Guides to support in all the streams as per the requirement of [Rohini College of Engineering and Technology]

Providing Industry based experts or Collaborations to conduct Workshops, Seminars & Expert Knowledge sharing sessions to the Faculty and or the Students.

Providing Industry related problem statements for the Students and Faculty members for R&D activities.

Provide support in Patent Filing, Preparing / Writing Research Papers, Publishing Research Papers and to organize and conduct Research Conferences.

Provide support in conducting Entrepreneurship Awareness Programs, helping and supporting students to start their Entrepreneurship Venture, and to provide Mentoring support to those students who have become Entrepreneurs through this support program.

Providing support to bring in Industry partners and placement agencies to support and enhance [Rohini College of Engineering and Technology]'s placement drives.

Providing Government Certified / Industry Certified or Global Certification Agencies to conduct assessments and to certify the students who are attending programs through this Project.

- b) [Rohini College of Engineering and Technology] will have the following obligations in relation to the Project:

Do promotion of the Programs and the Projects under this MEMORANDUM with the Students, Faculty Members and Research Scholars of [Rohini College of Engineering and Technology].

Take ownership and responsibility of enrolling a minimum of 30 students and a maximum of 50 students in a batch for each program.

Provide required space and any necessary infrastructure (that is available with [Rohini College of Engineering and Technology]) to conduct the Training Programs, Workshops, Knowledge sharing sessions, Seminars, Guest Lectures Conferences and the Research Projects. (Seminar Halls, Auditorium, AV systems, Labs, etc..)

Provide access to the Staff, partners and affiliate members of the First Party as per the rules and regulations of [Rohini College of Engineering and Technology] to conduct a free and fair delivery methodology.

Provide time and SPOC for periodic review of the project and to maintain a track record.

Collect the Fees from the participants as per the agreed fees terms and retain [Rohini College of Engineering and Technology]'s retention fees and pay the balance to the **FIRST PARTY**, as per the agreed terms.

### (6) CONFIDENTIALITY

- (a) The Parties 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**")

- (b) For the purpose of this Memorandum, Confidential Information may include but is not limited to:

- i. Information of whatever nature relating to the Project or to another Party (whether relating to the Project or otherwise):
- ii. Any information derived from any other information which falls within this definition of Confidential Information: and
- iii. Any copy of any Confidential Information

But does not include information which:

- i. Was known or in the possession of the Receiving Party before it was provided to the Receiving Party by the Disclosing Party, provided that it was known or in the possession of the Receiving Party through legal means, and not as a result of any breach of this Memorandum or any other agreement or obligation relating to confidentiality (whether or not the Receiving Party was a party to such other agreement or obligation)
- ii. Is, or becomes, publicly available, through no fault of the Receiving Party;
- iii. Is provided to the Receiving Party without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure.



- iv. Is provided to the Receiving party by the Disclosing Party and is marked "Non-Confidential", or
- v. Is required by law or regulation to be disclosed, but in the event that this exception applies, it applies only to the absolute minimum necessary and provided that the Disclosing Party is first consulted to establish whether and if so, how it is possible to prevent or restrict such enforced disclosure.

(d) In relation to any Confidential Information:

- i. The receiving Party shall keep the Confidential Information confident 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.
- iii. The Receiving Party shall not release the Confidential Information to any other party, unless that other party is an advisor who is under a duty of Confidentiality, is assisting with the Project, and needs to have the confidential information in order to assist with the Project.

(e) If there is any doubt as to whether any particular information constitutes Confidential Information, the Receiving Party should presume it is Confidential Information, until the Receiving Party obtains explicit confirmation from the Disclosing Party that is not Confidential Information.

(f) Each Party's respective obligations of Confidentiality under this clause will survive the termination or expiration of this Memorandum and will continue after that Party ceases to participate in the Project.

**(7) TIMING & DURATION OF THE PROJECT**

- (a) This Memorandum will commence on 06.05.2024.
- (b) The Parties will negotiate in good faith in order to sign a final and legally binding agreement in relation to the Project (the "Agreement") on or before [06.05.2024]
- (c) This Memorandum will remain in effect until the Agreement commences, or unless and until otherwise terminated by the Parties.
- (d) The Parties may terminate this Memorandum by Mutual Agreement.
- (e) Either Party may terminate this Memorandum by providing the following notice in writing to the other Party: 6 months.

**(8) COSTING & REVENUE SHARING**

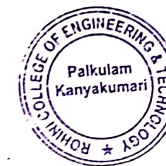
The First Party will establish fixed fees for each program it provides, based on the program's duration and deliverables. These fees will be mutually determined by both parties through separate annexure from time to time.

Each party will share the revenue according to the fixed revenue-sharing agreement, as mutually agreed upon in separate annexure by both parties from time to time.

**(9) GOVERNING LAW**

This MOU and all issues arising out of the same shall be construed in accordance with the laws of India.

For



Rohini Collège of Engineering and  
Technology

For



Career Development Opportunity and  
Training

Witness 1:

Witness 2: