



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

16AC 460057

EXCEL COLLEGE FOR COMMERCE AND SCIENCE
KOMARAPALAYAM - 637-303.

U. Umamateswari
உ.உ.மாமதேவ்வாரி
முத்திரைத்தாள் விற்பனையாளர்,
உ.எண்.04/2015/NMKL,
குமாரபாளையம் - 638 183.

Memorandum of Understanding

for

Educational Training, Internship Programmes & Research Development

The Memorandum of Understanding (MoU) is made and entered in into in this **31st**
OCTOBER, 2022.

BETWEEN

Excel College for Commerce and Science, Komarapalayam, Pallakkapalayam,
Namakkal Dt. represented by Dr. R. VIMAL NISHANT, PRINCIPAL, herein after called
party of the FIRST PARTY.

AND

Sri Kumki Restaurant having its SF no 112/1b, Attayampalayam, Gangapuram,
Tamil Nadu 638102, on behalf of itself and acting through Thiru.M.Ravichandran,
EXECUTIVE DIRECTOR Party of the SECOND PARTY

R. Vimal
Principal
Excel College For Commerce And Science
Komarapalayam - 637 303

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Thiru.M.Ravichandran
Proprietor

Now both the parties have agreed and consented to the following terms and deeds in pursuance of a common intent to promote and develop interactions in the following areas.

The Memorandum of Understanding (MoU) provides for collaboration between **Excel College for Commerce and Science** and **Sri Kumki Restaurant** in various ways.

Party – 1

Excel College for Commerce and Science, Pallakkapalayam, Komarapalayam, Namakkal Dt – 637 303.

In founding the Charitable Trust, **Sri Rengaswamy Educational Trust (SRET)** in 2001, the **Founder Chairman, Prof. A.K. Natesan**, was spurred on by the aim of fostering higher education to all and providing excellent professional educational facilities for rural India to uplift the downtrodden communities. Initially, the Trust started Teacher-Training Institutions, and in 2007, it carved a niche for itself in professional education under the brand name of Excel Group Institutions at Pallakkapalayam, Namakkal District, Tamil Nadu. These illustrious institutions housed in magnificent buildings are located on a sprawling area of over 130 acres beside the National Highway (NH-544) between Salem and Coimbatore in Tamil Nadu, India.

Sri Rengaswamy Educational Trust (SRET) is drawn forward by the vision of imparting high-quality Technical and Medical Education, in addition to Science, Commerce & Arts, and making the students imbibe the expertise that leads them from darkness to light, thus beckoning them to usher in a new and equitable society. Its prime axiom is to make the students emerge as a study and vibrant generation that is academically sound, socially altruistic and financially enterprising. Standing tall at the summit of higher learning as a unique educational edifice, SRET has 14 institutions & 2 social organizations under its fold, known worldwide as Excel Group Institutions, Komarapalayam – 637 303, in the Namakkal District of Tamilnadu, India. Excel College for Commerce and Science was established in 2018, having more than 2073 students, 16 Undergraduate Programmes and 04 Post Graduate Programmes.

CLAUSES OF MOU

- 1. Relationship:** Both the parties will strive to build long term relationship by involving one another as the guest of honor at various events like **Seminars, Management Meet, Conferences, Student Development Programme,** Department Association Programmes and Industrial Promotional Programmes.
- 2. Research:** Primary purpose of this MoU itself is to involve in the advanced research at their own areas of operations of both the parties. Accordingly any support by way of consultancy (Expertise), **Literature Support** (Library, Excel Incubation Centre, etc...), **infrastructure support** and other logical supports may be availed to the extent of maintaining secrecy on Intellectual Property Rights of both the parties. The Principal shall provide all infrastructure facilities for successful implementation of cause mentioned in Clause 1. However the cost involved if any on consumables and labors in conducting experiments shall be charged at mutually agreed in advance. Any

significant outcome of joint research or development activities, arising out of project works and incubation activities shall have equal right to patent the development with due acknowledgement of other party's contribution.

3. **Consultancy:** The dedicated members on both the sides (parties) shall act as the consultant/ outsourcer and technical supporter to one another at all technological, administrative, management and R & D areas. The knowledge sharing of the expert members are available at free of cost at the regular college/ organizational functioning hours. The consultancy services of the college, if any may be charged accordingly.
4. **Human Resource and Training:** Human resources at both parties shall be strengthened by way of conducting **workshops/lectures/study/experiment** at campus on regular intervals. Both parties shall organize regular/ routine training programmes to various levels of technological and managerial man power of all areas on mutually agreeable cost basis at their respective premises.
5. **Faculty/Student Internship & Project:** Sri Kumki Restaurant shall permit the ECCS students for any of their R&D activities at their workplace under various schemes like inplant training, minor/major projects etc. to get benefits on both sides equally. Sri Kumki Restaurant will be invited as resource person during institutional programmes like Board of Studies, Seminars, Management Meet, Conferences, Student Development Programme, Department Association Programmes and Industrial Promotional Programmes etc.,

Disclaimer :

This MoU does not compel or force any party either fully or partly to perform a function or fulfill any commitment agreed upon on best interests. All that agreements made between the parties are only obligatory and not in any way mandatory. It is further made abundantly clear that no third party mediation or arbitration is earnest or warranted. Both the parties shall however meet periodically once in a year alternatively at their respective premises to review the MoU and modify the scope works if any, depending on the special demands and needs arises then and there.

TERMS OF AGREEMENT AND TERMINATION OF AGREEMENT

1. This agreement is effective from the date of signing by **Excel College for Commerce and Science** and either party may terminate this agreement by giving not less than 3 months notice to the other party.
2. Notwithstanding the stipulation in above clause, each party is entitled to terminate this agreement immediately on any other party committing the breach, which is not insignificant and such party does not remedy such breach within 30 days from written notice by the other party requiring the default party to remedy the same.
3. In the event of termination of the agreement, for whatever reasons, both the parties agree to fulfill their respective commitments.
4. On termination of this agreement, neither party will be entitled to claim any compensation or damages for or in respect of or by reason of such termination, except where such claim is based on the default of the other party.

R. Kiran
21/10/22
PRINCIPAL
Excel College For Commerce And Science
Komarapalayam - 637 303

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R. Kiran
31/10/22

Proprietor

5. The agreement is **valid for 5 years** and will be **auto renewed after every 5 years**, by both the parties until the termination process is initiated by either of the party.

ARBITRATION

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach there of shall be settled by arbitration with the Rules of Arbitration of the Indian Council of Arbitration at Coimbatore only and the award made in pursuance thereof shall be binding on the parties.

Sri Kumki Restaurant acknowledges that the **Sri Kumki Restaurant** has read this agreement, understands it and agrees to be bound by its terms and conditions. Further, **Sri Kumki Restaurant** agrees that this, together with any supplement or schedule of charges, is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

In witness where of the parties have signed this Memorandum of Understanding of the 31st, October and 2022 first her in above written

For and behalf of


Principal

Excel College for Commerce and Science,
Komarapalayam.

Principal
Excel College for Commerce and Science
Komarapalayam - 637 303.

Date: 31.10.2022

Place: Pallakkapalayam

Witness

1. 
31/10/2022

HEAD OF THE DEPARTMENT
DEPARTMENT OF BACHELOR OF BUSINESS ADMINISTRATION
EXCEL COLLEGE FOR COMMERCE AND SCIENCE
KOMARAPALAYAM - 637 303

2. 
31/10/2022

For and behalf of



21/10/22


Executive Director
Sri Kumki Restaurant,
Erode.



Sri KUMKI Restaurant
HIGH CLASS FAMILY RESTAURANT
S.F. No: 112/1B, Semmankattu Thottam,
Attayampalayam, Gengapurem (Po), ERODE - 638 102.

Witness

1. 
R. THANARAJ
4 A, Bhanathyan Nagan,
Kaikatti valasu,
Erode - 107.

2. 
B. Santhosh,
Supervisor,
Kumki Restaurant,
S.F. no 112/1B, Erode, 638102.