



குமிழ்நாடு தமிழ்நாடு TAMIL NADU

16AC 460068

EXCEL COLLEGE FOR COMMERCE AND SCIENCE  
KOMARAPALAYAM - 637 303.

U. Umamaheswari  
உ.உ.மாமாஹேசுவரி  
முத்திரைத்தாள் விற்பனையாளர்,  
உ.எண்.04/2015/NMKL,  
குமாரசாலை - 638 183.

## Memorandum of Understanding

for

Educational Training, Internship Programmes & Research Development

The Memorandum of Understanding (MoU) is made and entered into this 10<sup>th</sup> Feb-

2023.

BETWEEN

**Excel College for Commerce and Science** located at Pallakapalayam, Sankari, Namakkal, TamilNadu, on behalf of itself and acting through **Principal** of the **College** Party of the First part;

AND

**ETS ACADEMY** located at 159, 2<sup>nd</sup> Floor, Amman Complex, Mettur Road, Erode on behalf of itself and acting through **Managing Director**, **ETS Academy**, **Erode** Party of the Second part;

R. K. K. K.  
10/2/23

Principal

Excel College for Commerce and Science  
Komarapalayam - 637 303.

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B. S. K. K.  
10/2/23

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 ETS ACADEMY** 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 sturdy 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.

**Party – 2**

**ETS ACADEMY** is a training and education provider in Erode, providing training & Placement programs in areas such as Research and Software training, Internship, Project Works. All the training programs conducted by us are comprehensive and have been developed, reviewed and fully recommended by the professionals who have made it to the positions of key opinion leaders.

*R. V. K. S.*  
10/12/23

Principal

Excel College for Commerce and Science  
Komarapalayam - 637 303.

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*S. S. S. S.*  
10/12/23



Our faculty and the prompt support provided by them is what differentiate us from the other training providers. We acknowledge how important it is for you to meet your career goals and to make the most out of a program that you choose to pursue. We take your placement assurance seriously and provide you with all the resources that you need to succeed.

### Responsibilities of Excel College for Commerce & Science

1. **Excel College for Commerce and Science** will provide necessary space and other necessary infrastructural facilities to deliver the trainings / workshop / seminars / student development Programme / Faculty Development Programme by **ETS ACADEMY** inside the college campus subject to the terms of this agreement.
2. **Excel College for Commerce and Science** will ensure that each participating student has access to necessary computer facilities during the training in the college.
3. **Excel College for Commerce and Science** will provide its expertise for **research and development** work required by assigning faculty members from the Computer Science Streams and they will be responsible for interaction and correspondence with **ETS ACADEMY** towards successful achievement of the task arises as and when required with prior approval of the Principal.
4. **Qualified and Experienced faculty members of Excel College for Commerce and Science** will be deputed by the Head of the Institution to provide their proficiency in finding solutions for various problems faced by industry during development and implementation and will act as a Mentor.
5. **Excel College for Commerce and Science** will permit to utilize their **library** facilities.
6. **Excel College for Commerce and Science** undertakes not to forward or disclose any information concerning the specifics of this agreement to any third party without the prior consent of **ETS ACADEMY**.
7. **Excel College for Commerce and Science** will not permit any practice that may be detrimental to the trademarks or goodwill or reputation of **ETS ACADEMY** or its services.

### RESPONSIBILITIES OF ETS ACADEMY

1. **Internship** for Excel College for Commerce and Science Students. **ETS ACADEMY** is pleased to take the students for internship based on students' performance and terms.
2. **External Projects Execution**– Projects can be taken in co-operation with **ETS ACADEMY** and **Excel College for Commerce and Science**. **ETS ACADEMY** employee will guide the project and accountable till the successful completion of the project. Project can be done either in college campus or at **ETS ACADEMY**.
3. **Research Guidance**: **ETS ACADEMY** will guide and give support to the Faculty and Students with our core IT domain based on the requirement. It will provide assistance on research and development activities carried out by the students and faculty members.

P. Vinith  
10/12/23

Principal

Excel College for Commerce and Science  
Komarapalayam - 637 303.



4. **Faculty Development Programme (FDP):** ETS ACADEMY will offer FDP/ Seminar/ Workshop to the faculty members on the recent trends in IT domain.
5. **Conference & Workshop:** Excel College for Commerce and Science can organize Conference and Workshop in collaboration with ETS ACADEMY.
6. **Special Lectures:** ETS ACADEMY will give special lecture to both faculty members and students of Excel College for Commerce and Science to update their level of skills in the emerging technologies.
7. **Training & Placement:** ETS ACADEMY will deploy trainer to train the IT Students based on the requirement from the institution, the training will be taken by “real time experts” who is engaged with real time project. On successful completion of the training students evaluation will happen based on the man power requirement of the company, the affordable and the suitable candidates will be absorbed as trainees. On successful completion of the probationary period, if their performance meets management expectation they will be confirmed as ETS ACADEMY permanent employee.

#### FORCE MAJEURE

No party shall be liable to the other if and to the extent, that the performance of any of its obligators under this agreement is prevented, restricted or interfered due to the circumstances beyond the reasonable control of such party including but not limited to Government Legislation, fire, flood, explosion, epidemics, accidents, Act of God, wars, riots, strikes, lockouts or other connected acts of workmen and act of Government.

#### 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. Vignesh*  
10/2/23

Principal

Excel College for Commerce and Science  
Komarapalayam - 637 303

*[Signature]*  
10/2/23



5. The agreement is valid for 3 years and will be auto renewed after every 3 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 thereof 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.

ETS ACADEMY has read this agreement, understands it and agrees to be bound by its terms and conditions. Further, ETS Academy 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.

Signed at Excel College for Commerce and Science on this the 10th day of February 2023

For and behalf of

  
Principal

Excel College for Commerce and Science,  
Komarapalayam.

Principal  
Excel College for Commerce and Science  
Komarapalayam - 637 303

Date: 10.02.2023

Place: Pallakkapalayam

For and behalf of

  
10/2/23

Managing Director  
ETS ACADEMY  
Erode




Witness

1.   
10/2/23

2.   
10.2.23

Witness

1.   
10/2/23.

2.   
10/2/23