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Excel College For Commerce And Science Komarapalayam - 637 303

18/08/2023

20AC 940689 பூர்களை சிக்கிரி மக்கிரைக்கான் கிரைகளையாளர் உள்ள 04/2018/NMKL

## Memorandum of Understanding

for

Educational Training ,Project, Workshop, Internship, Programmes, Research & Placement

The Memorandum of Understanding (MoU) is made and entered in into in this **21**st **February**, 2024.

#### **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 PART.

#### **AND**

Prisma Garments having its office S F #19/1-A2, Mahalakshmi Nagar, Mangalam Road, Parapalayam, Tirupur -641604 on behalf of itself and acting through Mr.S.KANNAN, GENERAL MANAGER Party of the SECOND PART.

Now both the parties have agreed and consented to the following terms and deeds in

Excel College for Commerce and Science
Komarapalayam - 637 303

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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 Prisma Garments in various ways.

### <u>Party - 1</u>

# 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 2500 students, 20 Undergraduate Programmes and 04 Post Graduate Programmes.

### Responsibilities of Excel College for Commerce & Science

- 1. Excel College for Commerce and Science will provide necessary support and facilities to Prisma Garments during placement drives including but not limited to venue arrangements, promotional activities and logistical support.
- 2. 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 Prisma Garments.
- 3. Excel College for Commerce and Science will not permit any practice that may be detrimental to the trademarks or goodwill or reputation of Prisma Garments or its services.
- 4. Excel College for Commerce & Science use of any of the trademarks will be strictly in accordance with MoU signed with Prisma Garments.

X. Wint 21/02/2049 Principal

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### Party - 2

### Prisma Garments, S F #19/1-A2, Mahalakshmi Nagar, Mangalam Road, Parapalayam, Tirupur -641604

PRISMA, as the brand conveys, is a reflection of Brightness and Happiness. So, Brand PRISMA goes with the tagline "Republic of Happiness". Initially commissioned as an Export-Oriented Unit in 1996 in Tamil Nadu, the Company's young Founder Mr.R.Gopalakrishnan saw great potential in the domestic market too and launched its ladieswear brand, PRISMA in 2012. Brand PRISMA acquired a name for its unique quality while quickly capturing the highest market share in branded women's leggings and jeggings in its geographies of operations. PRISMA leggings are finely crafted from fabric made inhouse by using Aditya Birla's LIVA yarn of high quality.

# RESPONSIBILITIES OF PRISMA GARMENTS

- 1. Internship for Excel College for Commerce and Science Students. Prisma Garments is pleased to take the students for internship based on its requirement, students' performance and terms.
- 2. External Projects Execution—Projects can be taken in co-operation with Prisma Garments and Excel College for Commerce and Science based on their requirement. Prisma Garments employee will guide the project till the successful completion of the project. Project can be done either in college campus or at Prisma Garments.
- 3. Research Guidance: Prisma Garments will guide and give support the students based on the requirement. It will provide assistance on research and development activities carried out by the students and faculty members.
- 4. Training & Placement: The institution can request Prisma Garments for specific corporate training needs required by the students. At their request, Prisma garments will deploy available trainers to train the students. On successful completion of the training or internship. Student's evaluation will happen based on the manpower 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 Prisma Garments 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.

P. Mint 21/02/2024





### TERMS OF AGREEMENT AND TERMINATION OF AGREEMENT

- 1. This agreement is effective from the date of signing by Excel College for Commerce and Science & Prisma Garments and either party may terminate this agreement by giving not less than 1 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.
- 5. The agreement is **valid for 1 year** and will be **renewed every year** 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.

**Prisma Garments** acknowledges that the **Prisma Garments** has read this agreement, understands it and agrees to be bound by its terms and conditions. Further, **Prisma Garments** 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 on 21st February ,2024

21/02/2024

Principal

Excel Coffege for Commerce and Science
Komarapalayam - 637 303

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### For and behalf of

Excel College for Commerce and Science,

Komarapalayam.

Principal

**Excel College for Commerce and Science** Komarabalayam - 637 303

Date: 21.02.2024

Place: Pallakkapalayam

For and behalf of

General Manager Prisma Garment

Tirupur.

Witness

2. J.R. SURESH BABO)