



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

20/- 20AC 942601

U. Umamaheswari  
உ.உ. மஹாமேசுவரி  
முத்தியைக்காள் விடுபாளையாள்,  
உ.எண்.04/2015 NMKL,  
குமாரபாளையம் - 638 183.

Excel College For Commerce And Science  
Komarapalayam - 637 303

18/08/2023



## Memorandum of Understanding

for

Educational Training, Internship Programmes & Research Development

The Memorandum of Understanding (MoU) is made and entered into in this **19<sup>th</sup> August 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

**Odugaatech Pvt. Ltd** having its office 263, 1<sup>st</sup> Floor, Appavu Complex, Opposite AVR Jewellery, Swarnapuri, Salem – 636004, Tamil Nadu, India, on behalf of itself and acting through **Ms. S. CHITRA, ASSOCIATE DIRECTOR** Party of the **SECOND PART**.

*R. Vimal* 19/08/2024  
**Dr. R. VIMAL NISHANT, M.Com., M.Phil., Ph.D**  
**PRINCIPAL**  
**Excel College For Commerce And Science**  
**Komarapalayam - 637 303**

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*S. Chitra* 19/08/24  
**Odugaatech Pvt Ltd,**  
**263, Appavu Complex,**  
**Bharathi Street,**  
**Opp.AVR Swarna Mahal,**  
**New Bus Stand, SALEM-636 004.**

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 **Odugaatech Pvt. Ltd** 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.

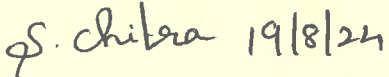
Sri Rengaswamy Educational Trust (SRET) is drawn forward by the vision of imparting high-quality Technical and Medical Education, in addition to Science, Commerce & Arts, and making the students imbibe the expertise that leads them from darkness to light, thus beckoning them to usher in a new and equitable 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 2500 students, 21 Undergraduate Programmes and 05 Post Graduate Programmes.

### 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 **Odugaatech Pvt. Ltd** 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 **Odugaatech Pvt. Ltd** towards successful achievement of the task arises as and when required with prior approval of the Principal.

  
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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 **Odugaatech Pvt. Ltd.**
7. **Excel College for Commerce and Science** will not permit any practice that may be detrimental to the trademarks or goodwill or reputation of **Odugaatech Pvt. Ltd** or its services.
8. Use of any of the trademarks will be strictly in accordance with MoU signed with **Excel College for Commerce and Science.**

#### Party – 2

#### **ODUGAATECH Pvt. Ltd**

Odugaatech Conceived In 2017 derives solutions in Information Technology, Embedded Systems and advanced digital signal processing (DSP). Odugaatech specialize in Image Processing & Speech processing and networking algorithms development, simulation, optimization, platform porting, customization and system integration. Odugaatech is a Professional Designing and Development concern engaged in web media, digital-media an

E-commerce services. Odugaatech manages all aspects of website development and digital-media projects, from conception to final product using the best technology available. Odugaatech has worked with different clients in the fields of Art, Architecture, Publishing, Media, Health care, Hotel Industry, and Technology in both Domestic and Overseas.

Odugaatech Training is an Intermediate level of certification for everyone. It will educate every attendee respective of real time cyber-attacks with job oriented training. We will cover the System, Network, Mobile and web application level Hacking and security. The workshop is going to 100% practical oriented. It's not like everything is Hack able and everything is Secure. We will cover following major domains respective of Hacking and Information security. The projected schedule has been given for your kind reference.

#### **Major Domains:**

1. Mobile Platform Level Hacking and Security
2. Network Level Hacking and Security
3. System Level Hacking and Security
4. Web Application Level Hacking and Security

  
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## RESPONSIBILITIES OF ODUGAATECH Pvt. Ltd

1. **Internship** for Excel College for Commerce and Science Students: **Odugaatech Pvt. Ltd** 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 **Odugaatech Pvt. Ltd** and **Excel College for Commerce and Science**. **Odugaatech Pvt. Ltd** employee will guide the project and accountable till the successful completion of the project. Project can be done either in college campus or at **Odugaatech Pvt. Ltd**.
3. **Research Guidance**: **Odugaatech Pvt. Ltd** 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.
4. **Faculty Development Programme (FDP)**: **Odugaatech Pvt. Ltd** 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 **Odugaatech Pvt. Ltd**.
6. **Special Lectures**: **Odugaatech Pvt. Ltd** 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**: **Odugaatech Pvt. Ltd** 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 **Odugaatech Pvt. Ltd** 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.
5. The agreement is **valid for 5 years** up to **18<sup>th</sup> August 2029** 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.

**Odugaatech Pvt. Ltd** acknowledges that the **Odugaatech Pvt. Ltd** has read this agreement, understands it and agrees to be bound by its terms and conditions. Further, **Odugaatech Pvt. Ltd** 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 19<sup>th</sup> August 2024 first herein above written**

**For and behalf of**

*R. Vimal*  
Principal 19/08/2024

Excel College for Commerce and Science,  
Komarapalayam.

**Dr. R. VIMAL NISHANT, M.Com., M.Phil., PH.D**  
**PRINCIPAL**  
Excel College For Commerce And Science  
Komarapalayam - 637 303

Date: 19.08.2024

Place: Pallakkapalayam



**For and behalf of**

*S. Chitra* 19/8/2024

Associate Director  
Odugaatech Pvt. Ltd,

Salem.  
**Odugaatech Pvt Ltd,**  
263, Appavu Complex,  
Bharathi Street,  
Opp.AVR Swarna Mahal,  
New Bus Stand, SALEM-636 004.

Witness

1. *[Signature]* 19/8/24

2. *[Signature]* 19/8/24

Witness

1. *[Signature]* 19/8/24

2. *[Signature]* 19/8/24