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3,LOGANATHAN STREET
W.TAMBARAM, CHENNAI-45.
No.9591/B1/2000 DT.7.9.2000
Cell:90945 80807.

Memorandum of Understanding

TIRUMAL ENGINEERS, CHENNAI

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# SRI SAIRAM INSTITUTE OF TECHNOLOGY, CHENNAI

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this day of March 2021

#### **BETWEEN**

M/S TIRUMAL ENGINEERS, CHENNAI hereinafter referred to as ("TIRUMAL ENGG") whose address is at Regd Office: No.36, Arjuna Nagar, Vellanur, Kattur, Chennai - 600062 and shall include its lawful representatives and permitted assigns;

AND

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SRI SAIRAM INSTITUTE OF TECHNOLOGY, CHENNAI (hereinafter referred to as ("SSIT") an institution of higher learning established under the whose address is at Sai Leo Nagar, West Tambaram, Chennai-44 and shall include its lawful representatives and permitted assigns;

#### WHEREAS

- A. SSIT is an established Institution which strives to enhance and strengthen its Industry-Institute Interaction and has taken various initiatives to compliment its educational excellence and has entered into various collaborative arrangements with other parties to provide the regular exchanges of resource and knowledge.
- B. THIRUMAL ENGG is an established concern which manufacturing SPM Press tools, Fixtures, Automobile Comp and Fabrication Jobs with export quality and having plants in Chennai.
- C. The Parties are desirous of entering into this MoU to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

#### 1. AREAS OF CO-OPERATION

- 1.1 The Parties agree to collaborate efforts in the areas of:
  - a) Joint Research and Development activities
  - b) Consultancy services
  - c) Internship Training
  - d) Exchange of staff for the purpose of Seminars/Guest Lectures
  - e) Campus recruitment
  - f) Industrial Exposure
  - g) Any other areas of co-operation as agreed to by the parties from time to time.
- 1.2 The Parties to this MoU agree to continue discussions and communication on the areas as identified in sub-clause 1.1 in respect of their implementation and in identifying each Party's function.
- 1.3 In the event the Parties so desire, they may enter into a separate legally binding agreement in respect of any area in sub-clause 1.1 subject to terms and conditions as mutually agreed to by both Parties.

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### 2. DURATION AND TERMINATION

- 2.1 This MoU shall remain in effect for **TWO** years from the effective date or until terminated by either party with thirty (30) days written notice.
- 2.2 This MoU may be extended for a further period as may be agreed in writing by the Parties.

#### 3. FINANCIAL ARRANGEMENTS

- 3.1 This MoU shall not give rise to any financial obligation by one Party to the other.
- 3.2 Each party shall bear its own cost and expenses in the implementation of this MoU.

#### 4. **CONFIDENTIALITY**

- 4.1 Each Party shall undertake to observe the secrecy of confidential information received from or supplied to the other Party during the period of implementation of this MoU or other agreements made pursuant to this MoU.
- 4.2 For purposes of this MoU, "confidential information" means any information whether prior to or hereinafter disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) of this MoU involving technical, business, marketing, policy, know-how, planning, project management and other information, data and/or solutions in any form, including but not limited to any information which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
- 4.3 Both Parties agree that the provisions of this Clause shall continue to be binding between the Parties notwithstanding the termination of this MoU.

### 5. SETTLEMENT OF DISPUTES

- 5.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MoU shall first be settled amicably through mutual consultation and/or negotiations between the Parties.
- 5.2 In the event of non-resolution, reference shall be made to a mediator jointly appointed by the Parties who shall mediate the dispute or difference in question.

## 6. NON CONTRACTUAL NATURE OF RELATIONSHIP

6.1 Save for Clause 4, the Parties agree that this MoU represents the mutual understanding of the Parties and is not intended nor shall be deemed to be a contract and shall not give rise to any rights and liabilities under a contract.

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- 6.2 Nothing contained herein shall be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.
- 6.3 The Parties acknowledge that this MoU does not in any way give rise to any right or permission to use or to be associated with each Party's intellectual property.

#### 7. REVISION, VARIATION AND AMENDMENT

- Either Party may request in writing a revision, variation or amendment of this MoU. 7.1
- 7.2 Any such revision, variation or amendment agreed to by the Parties shall be in writing and shall form part of this MoU.
- 7.3 Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.
- 7.4 Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

#### 8. NOTICES

Every notice, request or any other communication required or permitted to be given pursuant to this MoU shall be in writing and delivered personally or sent by registered or certified post or via air mail or via courier or facsimile or by e-mail (which shall be acknowledged by the other Party) to the Parties at their address and facsimile number as stated below:

: The frincipal To

: 90% gai Ram Institute of Technology

Address : Dr. K. Palanikumer Attn to

: 044-22512111 Tel no.

: Principal @ sairamit. edu. in. Fax no.:

E-mail : Ma The Managing Director

To

: Thirumal Engineers Address

: Mr. R. Madhusndhan Rao Attn to

: 9381032693 Tel no.

Fax no.:

: tirumal-engineers@yahoo.com E-mail

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**IN WITHNESS WHEREOF**, the undersigned, being duly authorized by their respective organizations, sign this MoU on the date as above written.

Signed by

For and on behalf of

(Sri Sai Ram Institute of Technology)

Dr.K.PALANI KUMAR

SRI SAIRAMANSTITUTE OF TECHNOLOGY SAI LEO NAGAR, CHENNAI-600 044. R Mundo

Signed by

For and on behalf of (Tirumal Engineers)

FOR TIRUMAL ENGINEERS

Authorised Signator

In the presence of

1) Y. DWARAKANATH 70/55, Panchali Amman Koil St. Arumbakkam Chennai - 600 106.

2) B. KARTHICEYAN,
PLOT NO: 46, BHAGAVATHY NAGAR,
BELAYUR, CHENNAI - 600073.