



தமிழ்நாடு தமில்நாடு TAMILNADU

CN 066161

13 JAN 2022

கணினி நுழைவு தகவல் கார்டு  
கட்டிடம்

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#### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after called as the 'MoU') is entered into on the 14<sup>th</sup> day of February, Two Thousand and Twenty Two (14.02.2022) by and between The Department of Commerce with Corporate Secretaryship, Mannar Thirumalai Naicker College, Pasumalai, Madurai-625004 represented herein by its Principal, Dr.B.Manoharan (herein after referred to as the 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

The Department of Corporate Secretaryship, Sourashtra College, Madurai-625004 represented herein by its Principal i/e, Prof.N.H.Saravanan (herein after referred to as "The Second Party, the institution which expression, unless excluded by or repugnant to the subject and context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are herein after jointly referred to as 'Parties' and individually as 'Party')

**WHEREAS:**

- A. The First Party is a Department in a Higher Educational Institution named:  
**The Department of Commerce with Corporate Secretaryship, Mannar Thirumalai Naicker College, Pasumalai, Madurai-625004**
- B. The Parties intent to co-operate and focus their efforts on co-operation within area of Education.
- C. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:**

**CLAUSE 1**

**CO - OPERATION**

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty and the students.

The general terms of co-operation shall be governed by this MoU. The Parties shall co-operate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire

understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## **CLAUSE 2**

### **SCOPE OF THE MoU**

#### **Training:**

The general purpose of this MoU is to facilitate academic cooperation in the area of Corporate Secretaryship and related fields between the parties hereunder based upon the principles of mutual benefit and may include the following general cooperation areas. Sourashtra College shall identify and share related field programs to the faculty members and students. The collaboration shall be based on the principles of respect, transparency, and clear determination of the obligations of the signatories of the Memorandum.

#### **Curriculum Design:**

Both Party will give valuable inputs to teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

#### **Guest Lectures:**

Both Party to extend the necessary support to deliver guest lecturers to the students on the technology trends and in house requirements.

#### **Faculty and Students Visits:**

We, thus joyously to academically collaborate with both our esteemed institutions for the execution of the Faculty and Students Visits, Faculty and Student exchange and willing to extend consultancy services between the departments and there will not be any financial commitment between the two parties.

## **CLAUSE 3**

### **VALIDITY**

This agreement / MoU shall come into force on the date when the MoU is signed by both the parties and remain in force for a period of three years from the effective date. This MoU may be terminated by either party without assigning any reason thereof upon thirty (30) days written notice to the other party.

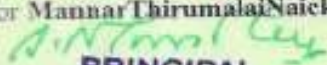
It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

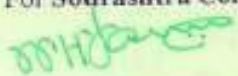
**First party**

**Second party**

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party (Madurai). This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Madurai**.

**AGREED:**

For Mannar Thirumalai Naicker College  
  
**PRINCIPAL**  
**MANNAR THIRUMALAI NAICKER COLLEGE**  
**MADURAI-625 004.**  
 Authorized Signatory

For Sourashtra College  
  
**PROF. N.H. SARAVANAN**  
(B.A., M.Fin., P.D.C., P.D.C.P., P.D.P.W.Eco., P.H.D., B.A.L., J.C.)  
**Authorized Signatory**  
**Sourashtra College (Autonomous),**  
**Madurai - 625 004**

<b>Department of Commerce with Corporate Secretaryship, Mannar Thirumalai Naicker College</b>	<b>The Department of Corporate Secretaryship, Sourashtra College</b>
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www.mannarcollege.ac.in	www.sourashtracollege.com

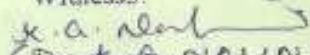
Witness1:



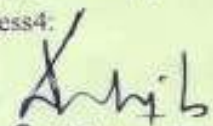
Witness2:



Witness3:

  
 (Dr. K. A. NALINA)  
 Head & Assistant Professor,  
 BCS, Sourashtra College,  
 Madurai - 1.

Witness4:

  
 G. CHENNA PPA DURAI  
 Assistant Professor, BCS  
 Sourashtra College,  
 Madurai - 04.