

MEMORANDUM OF UNDERSTANDING

**Er.PERUMAL MANIMEKALAI POLYTECHNIC COLLEGE,
KONERIPALLI, HOSUR 635 117.
KRISHNAGIRI DISTRICT**

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the Twenty Third Day of December Two Thousand and Nineteen (23.12.2019), by and between.

Er.Perumal Manimekalai Polytechnic College, THE FIRST PARTY represented herein by its Director, (hereinafter referred as "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

Ashok Leyland Limited, 77, SIPCOT Electronics Complex, Kumudepalli, Hosur-635109, Krishnagiri District, TamilNadu, THE SECOND PARTY, and represented herein by its Assistant General Manager –HR, Mr.S.Ravichandran(hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in – office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party' as

WHEREAS:

- A) First Party is a Higher Educational Institution named :
Er.PERUMAL MANIMEKALAI POLYTECHNIC COLLEGE, HOSUR
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperative and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **ASHOK LEYLAND LIMITED, UNIT-2, HOSUR**, the Second Party is engaged in Business, Manufacturing, Skill Development, Education and R&D Services in the fields of Mechanical and Tool & Die, Electrical and Electronics and services under the industry concerned and related fields.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 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 except confidential / trade information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The parties shall cooperate 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

- 2.1 The budding Diploma professionals from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 Industry ready program:

The students will be imparted 6 days of training – Industry Ready at our Skill Development Centre. The students who qualify the prescribed assessment will be issued certificate.

Initially, students list from the college and Bonafide certificate issued by the college need to be sent to Ashok Leyland for processing. After scrutiny, Ashok Leyland will issue permission letter to permit the eligible students to undergo training at our Skill Development Centre. During this period, students will have to make their own arrangement for their stay, food, transport, etc. Company may provide Lunch at subsidized rate. Students need to follow the rules and regulations of the company. Wearing uniform with Safety Shoe is compulsory.

- 2.3 Curriculum Design: Second Party will give valuable inputs to the First Party in teaching / training methodology, and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.4 Industrial Training & Visits: Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party - 6 days Industry Training at H2 SDC.
- 2.5 Skill Development Programs: Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 Guest Lectures: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 Faculty Development Programs: Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.
- 2.9 There is no financial commitment on the part of the Er.Perumal Manimekalai Polytechnic College, Hosur, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3

INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4

VALIDITY

- 4.1 This Agreement will be valid for maximum period of one year until it is expressly terminated by either Party on mutually agreed terms, during which period Ashok Leyland Limited, HOSUR, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of Ashok Leyland Limited, HOSUR the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5

RELATIONSHIP BETWEEN THE PARTIES

- 5.1 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. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Krishnagiri.

AGREED:

For Er.Perumal Manimekalai Polytechnic College, Hosur, Krishnagiri District.

For Ashok Leyland Limited (Unit-2), Hosur, Krishnagiri District.

Authorized Signatory.

DIRECTOR

Er. Perumal Manimekalai Polytechnic College
Koneripalli, HOSUR - 635 117.
Krishnagiri (Dt.)

Name of Institution
Er.Perumal Manimekalai
Polytechnic College, Hosur, Krishnagiri
District

Address : 17th KM Krishnagiri Road
Hosur 635 117.

Krishnagiri District.
TamilNadu,

E-mails : 509pmcprincipal@gmail.com

Web : www.pmctechpoly.org

Witness 1: N.BALASUBRAMANIAM
Principal,
S/o.A.Nagarajan,
H-43, II Phase, New Housing Unit,
Krishnagiri - 635 002.

Witness 2 : R.RAMACHANDRAN
HOD,
S/o.S.Rangasamy,
9, II Main Road, Bharathidasan Nagar,
Hosur - 635 109.



Authorized Signatory.

R. KALYAN
Head-HR (H)

Name of Industry :
For Ashok Leyland Limited,
Hosur, Krishnagiri District

Address :No.77, SIPCOT Electronics
Complex, Kumudepalli, Hosur, -635109
Krishnagiri District,
TamilNadu,

E-mails :ravichandran.s4@ashokleyland.com

Web: www.ashokleyland.com



Witness 3:
S. Ravichandran
AGM - H2
AL H2

Witness 4:
24/11/14
VSWMOM Rn
SR mhr - HR
AL H2