

MEMORANDUM OF UNDERSTANDING

Between

SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

&

BENLAB, PUDUCHERRY

1. PREAMBLE

Through this memorandum of understanding (here in after to as the MoU)

The BenLab and Sri Manakula Vinayagar Engineering College intend to develop a special relationship

This MoU is made and entered in to this 25th day October 2020

Between

The BenLab which expression unless repugnant to the context or meaning here of shall include its successors administrators or permitted assigned and present represented by Chairman & Managing directors or his representative

AND

Sri Manakula Vinayagar Engineering College authority of Puducherry -605107 (hereafter referred as SMVEC) which expression interest to the context or meaning hereof shall include successors administrators assigns and at present represented by their Chairman & Managing directors or his representative of the other part

Here in after referred to as parties

whereas

BenLab have worked with wide range of technologies and have served Tutorial, Hands on Training, Industrial Internship affiliated government training centers and COP activities

Sri Manakula Vinayagar Engineering College is an institution providing quality education in the field of engineering technology of various branches

Whereas BenLab and the SMVEC have agreed to enter into a special relationship for the purpose of the former entities providing the latter comprehensive communication facilities in all across the country for enhancing mutual business relationship.

Now therefore

In recognition of these facts, BenLab and the SMVEC witnesses that, in consideration of the mutual covenants set out in this MoU, the parties hereby agree as follow:

1.1 Purpose of this Memorandum



This MoU is intended to recognize the general basis for a cooperative and collaborative working relationship between the two parties.

The objective of the proposed relationship is to enable BenLab to support SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE in the following areas

- ✓ Sponsored projects
- ✓ Consultancy services
- ✓ Staff Development Programmes
- ✓ Conducting courses of Current Industrial needs
- ✓ Students Implant Training, Industrial Visits and Project works
- ✓ Campus Recruitments
- ✓ Faculty Training etc.

Each party, by mutual consent, may involve in the cooperative and collaborative actions, any of its controlled affiliates competent in the concerned action.

2. NATURE OF MEMORANDUM

Through this MoU, BenLab and SMVEC intend to develop a special relationship, whereby effective Industrial supports, to the extent possible from time to time, are provided to SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE.

3. RESPONSIBILITIES

- i. BENLAB and SMVEC shall be responsible for the conduct of their assigned responsibilities. Neither Benlab nor SMVEC shall be responsible to the other parties for any losses that they may suffer arising out of the understanding. The parties shall be responsible for insuring respective premises, equipment and personnel for any claims that may arise from the conduct of the understanding.
- ii. BenLab agrees to share the knowledge resources with SMVEC by resource persons from BENLAB in technical seminars, conferences, workshops etc conducted at the premises of SMVEC for the purpose of enhancing the knowledge skill levels of the students studying in the college.
- iii. BENLAB agrees to entertain the students and faculty members to BENLAB for industrial visits. BENLAB will not collect any fees from the visitors from SMVEC for the visits. The traveling expenses stay and food arrangements for the visiting faculty members of the college and their students shall be borne either by the individuals or by the engineering college as the case may be.
- iv. BENLAB agrees to impart their students in plant training conducted in BENLAB premises free of charge to the extent possible for the purpose of skill update to their students and the traveling expenses, stay and food arrangements during the inplant industrial training shall be borne by the respective student



- v. In the Implant training the students will be imparted training or basics of circuit protection and power quality equipment manufacturing and external plant. The course will be conducted in the premises of Benlab
- vi. The students deputed for the training courses as mentioned in para 3.5 above will ensure that the security of BENLAB is not hampered.
- vii. The industrial visit is for one day. The students who visit the training will be given firsthand information about various types of services and equipment available in Benlab
- viii. BENLAB shall not bear any expenditure for the above industrial visits inplant training courses.
- ix. No stipend shall be paid by BENLAB for the above training.
- x. The students deputed by the SMVEC for the implant training shall not claim any right for appointment in Benlab.
- xi. BENLAB agrees to conduct regular specialized training courses to the students of SMVEC on payment basis as per the rates as per the orders BENLAB Corporate Office and prevailing from time to time.
- xii. SMVEC agrees to avail all the services from BENLAB during the period of their MOU

4. STATUS OF MOU

This MoU is intended to record mutual understandings of the parties hereto, as of the date hereof.

This MoU would be subject to the laws (and such rules & regulations) of India as may be applicable during the tenure of this MoU,

To discharge the responsibilities of each party, and or when specific obligations or financial commitments appear necessary to the parties, the parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each party, and in particular the programme of work and the financial conditions of its execution.

5. VALIDITY

The MoU will be for an initial period of Five years from the date of signing. The parties shall meet to decide a possible renewal of this MoU three months before its termination, a specific addendum shall then be signed by the parties.

6. AMENDMENT

The MoU may be amended upon the mutual consent of all parties; but such amendment shall have no impact on any specific agreement then in force.



7. TERMINATION

This MoU may be terminated by any party upon providing a written notice of three months. It shall also terminate automatically upon the bankruptcy of any of the Parties or in the event of force majeure prohibiting its continuity.

8. ARBITRATION

This MoU shall be subject to exclusive jurisdiction of courts in which the location of SMVEC, where there is a presence of BENLAB Office. The parties in the dispute will share equally the cost of arbitration as intimated by the arbitrator.

9. CONFIDENTIALITY

The parties acknowledge the confidentiality of the information, which may be transferred between the parties from time to time as being essential to this MoU and agree not to disclose the same to any third party. However, each party shall be free to disclose such information as is part of the public domain at the time of disclosure, or required to be disclosed by official authorities in accordance with the applicable law.

The obligations of all the parties as defused above shall apply notwithstanding termination of this MoU.

As witnessed by the hand of duly authorized representative of the parties, as of the date hereunder:

For Benlab




Managing Director
Mr.K.Ruba Anand

For Sri Manakula Vinayagar Engineering College


Director cum Prinicipal

Dr.V.S.K.Venkatachalapathy
DIRECTOR CUM PRINCIPAL
SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE
(An Autonomous Institution)
Madagadipet, Puducherry-605 107.

Witness 1:


Dr. L. M. Varalakshmi
Professor & Head/ICE
Sri Manakula Vinayagar Engineering College

Witness 2:


Mrs.T.Sudha
Assistant Professor /ICE
Sri Manakula Vinayagar Engineering College