

MEMORANDUM OF UNDERSTANDING

(MoU)

BETWEEN

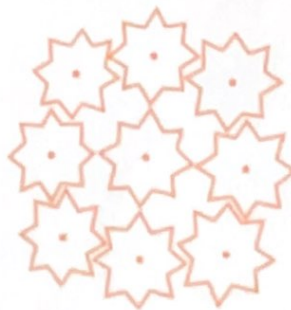


SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

PUDUCHERRY

(An Autonomous Institution)

AND



DMS INFRA, PUDUCHERRY

(A Comprehensive Civil Consultancy Company)

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE
PUDUCHERRY
AND
DMS INEFRA, PUDUCHERRY

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the **30th day of December – Two Thousand Twenty (30/12/2020)**

BETWEEN

Sri Manakula Vinayagar Engineering College, Puducherry, the First Party represented herein by **Dr.V.S.K. Venkatachalapathy** its **Director cum Principal** (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

DMS INEFRA, Puducherry, the Second Party, and represented herein by its **Proprietor Er. D. Murugan, DMS INEFRA, Puducherry** (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**")

For DMS INEFRA

D.MURUGAN
PROPRIETOR

WHEREAS:

- A. First Party is a Higher Educational Institution named:
- a. **SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE**
- 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 cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.
- D. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- E. **DMS INEFRA, the Second Party** is a Civil Consultancy company with 20 years of experience , in the field of – Government Contracts, Construction, Valuation (Wealth Tax & Companies Act) ,Geo Technical Consultancy Structural Design of Residential, Commercial and Industrial buildings, Manufacturing of Fly Ash Bricks, Functional Planning and Testing of Materials .

Institution Profile:

Sri Manakula Vinayagar Engineering College (SMVEC) was established in the year 1999. The institution has been approved by AICTE, New Delhi and affiliated to Pondicherry University. It is the first institution in Pondicherry State which got ISO 9001:2000 certification and established the NILA Community Radio Station with the approval of Government of India. It is the First engineering institution in Puducherry which is accredited by NAAC with 'A' grade. It is also accredited by the IT giant Tata consultancy Services (TCS). It is also accredited by NBA - AICTE, New Delhi and got Autonomous Status for ten years (2019-2029). Within a short span, the institution has attained an enviable reputation by possessing all the hall marks of premier institution in pursuit of excellence.

For **DMS INEFRA**

D.MURUGAN
PROPRIETOR

Department of Civil Engineering, SMVEC offers a concrete atmosphere for students to learn and acquire necessary skills demanded by the industry. The Department has been well recognized for producing efficient professionals with outstanding academic performance. Motto is to provide quality education to the students and impart Civil Engineering excellence in them. Apart from making the students as good technocrats, individual attention is also given to make the student a good citizen and also to serve the industry and society beneficially. The Department has experienced faculty members who are fully committed to teaching and research. The Department also provides various add- on courses to the students. The Department always strives to reach the latest technology and advancement in this field to the young techno wizards as well as applicants by inviting the corporate legends, experienced academicians to enlighten the Civil Engineering community.

Company Profile:

DMS INEFRA, Puducherry started in the year 2001 which was involved Government Contracts and construction of Residential buildings later started Manufacturing of Fly Ash Bricks in 2005 . In 2010 the company was into Total station Survey and Technical Consultant for Industrial, Residential and Layout proposal in Puducherry and Tamil Nadu . Its proprietor is a Registered Valuer under Wealth Tax Act & Companies Act as well as Registered Structural Engineer (Grade I) . In its mission to be a Comprehensive and one stop points for All types of Civil consultancy its has added Geo Technical and Material Testing laboratory in 2016 . The Client base includes Govt departments like PWD of Puducherry & Tamil Nadu, and Leading corporates houses like TATA Chemicals ,CHEMFAB Alkalis , CEID consultants , UCO Bank , ICICI Bank ,ESFB Bank, PIPDIC and Top Architects & Structural consultants in Puducherry and Tamil Nadu. It's core strength is its Dynamic and its Experienced Team. It has it Branch offices in Karaikal and Vellore and plans to expand Pan TamilNadu.

For **DMS INEFRA**

**D.MURUGAN
PROPRIETOR**

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. Both Parties are united by common interests and objectives, and they shall establish co-operation. 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
2. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
3. The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

CLAUSE 2 SCOPE OF THE MoU

1. The budding graduates 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. **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.
3. **Industrial Training & Visits:** Industry and Institution will provide an insight into the latest developments/ requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its company and also involve in Industrial Training Programs for the First Party . This will provide confidence & smooth transition for students work. The Second Party will provide its Labs/Industrial Sites for the hands –on training of the learners enrolled with the First Party.

For DMS INEERA

D.MURUGAN
PROPRIETOR

4. **Internships and Placements of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into Internships/ Jobs as per AICTE internship Policy. Second Party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
5. **Research and Development:** Both parties have agreed to carry out the joint research activities in the fields of Geotechnical Engineering, New Material manufacturing for construction and Valuation.
6. **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.
7. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First party on the technology trends and in requirements.
8. There is no financial commitment on the part of the **Sri Manakula Vinayagar Engineering College**, the First Party to take up any program mentioned in MoU. If there is any financial consideration, it will be dealt separately.
9. Both parties to obtain all internal approvals consents, permissions, and licenses of whatsoever nature required for offering the programs on the terms specified herein.

CLAUSE 3 VALIDITY

1. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, **DMS INEFRA**, the Second Party, as the case may be, will take effective steps for implementation of this MoU.
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.

For **DMS INEFRA**

D.MURUGAN
PROPRIETOR

CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

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

First Party

Second Party

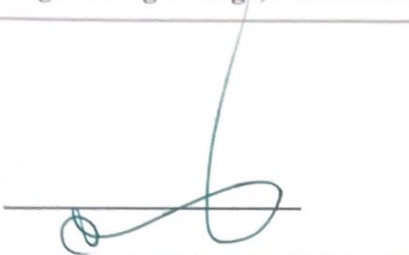
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the Parties as per the Arbitration Act 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance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

For DMS INEFRA

**D.MURUGAN
PROPRIETOR**

AGREED

For Sri Manakula Vinayagar Engineering College, Puducherry	For DMS INEFRA, Puducherry
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Authorised Signatory
Dr. V.S.K. Venkatachalapathy, M.E., Ph.D.,
Signatory
Director cum Principal
Sri Manakula Vinayagar Engineering College
Madagadipet, Puducherry - 605 107.





For DMS INEFRA
D. MURUGAN
Proprietor
Authorised


Sri Manakula Vinayagar Engineering College	DMS INEFRA
Mariamman Koil Street, Madagadipet, Puducherry - 605 107	64/1, Koonerikuppam, Villianur, Olavaikal, Puducherry - 605 110
Dr.V.S.K.Venkatachalapathy Director cum Principal	Er.D.Murugan, Proprietor
E-mail: vskvenkatachalapathy@smvec.ac.in	E-Mail: dmsinefra@gmail.com

Witness 1:
1. 
(Dr. S. SUNDARARAMAN)
Professor and Head
Department of Civil Engineering
Sri Manakula Vinayagar Engineering College
Puducherry.

Witness 1:

(S. SATHIAVEL)
S/o. G. SAMANTHAM
no: 25, second cross
vinayaga murugan nagar
kennampet, puducherry-13.

Witness 2:
2. 
(Dr. S. Jayakumar)
Professor in Civil Engineering
Sri Manakula Vinayagar Engineering College
Madagadipet, Puducherry - 605 107

Witness 2:

S. SATHISHKUMAR S/O M. SAGADEVAN
No 23, calicut, Andhithinella
Muthurayapat, puducherry - 9