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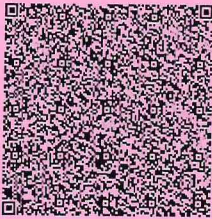
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 Account Reference : SELFPRINT (PU)/ py-self/ PUDUCHERRY/ PY-PU  
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 Purchased by : MANAKULA VINAYAGAR ENGINEERING COLLEGE  
 Description of Document : Article 5 Agreement or Memorandum of Agreement  
 Property Description : AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : MANAKULA VINAYAGAR ENGINEERING COLLEGE  
 Second Party : SAMMI EDUCATIONAL AND CHARITABLE TRUST  
 Stamp Duty Paid By : MANAKULA VINAYAGAR ENGINEERING COLLEGE  
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# MEMORANDUM OF UNDERSTANDING

BETWEEN

**SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE,  
MADAGADIPET, PUDUCHERRY**

AND

**SANVI EDUCATIONAL AND CHARITABLE TRUST**

**BY AND BETWEEN**

**Sri Manakula Vinayagar Engineering College**, India (hereinafter referred to as the "SMVEC"), an Autonomous Institution, approved by AICTE, New Delhi, Affiliated to Pondicherry University, accredited by NBA-AICTE, New Delhi, ISO 9001:2000 Certified Institution and Accredited by NAAC with 'A' Grade, having its registered address at Madagadipet, Puducherry - 605107.

**"SMVEC" Party of the First Part**

AND

**Sanvi Educational and Charitable Trust** (hereinafter referred to as the "SECT"), a Trust (Non-Government) registered under the Trust Registration Act 1860 having its registered address at 2640, Pooranankuppam, KamarajSalai, Le Pandy Road, Pooranankuppam, Puducherry 605007.

**"SECT" Party of the Second Part**

Whereas both **SMVEC** and **SECT** will be individually referred to as a "Party" and collectively as the "Parties".

**Terms and Conditions:**

**Duration:** This MOU shall be valid for 3 years from 14.02.2024 and thereafter it may be renewed on mutually agreed terms.

**Purpose :** This MOU is for the collaboration between the parties for mutual benefit.

## **1. PARTNER BACKGROUND**

- A. Sri ManakulaVinayaga Educational Trust was founded to provide quality and affordable education to the weaker sections of society. The trust established Sri ManakulaVinayagar Engineering College (SMVEC) in 1999. SMVEC is an autonomous institution affiliated to Pondicherry University. It offers a variety of undergraduate, postgraduate, and research programs in engineering, arts, science, and allied health sciences. Established with a profound commitment to academic and holistic development, it has a strong legacy of nurturing talent and fostering innovation. Central to its mission is their unwavering dedication to providing educational opportunities for all, including differently abled students. It firmly believes that education is a powerful equalizer, and as such, we have established robust support systems and inclusive programs to ensure that every student, regardless of their abilities, has the chance to thrive. Its approach is not just about accessibility; it's about creating an environment where disabled students can excel, empowering them to lead fulfilling lives, and contributing to a more inclusive and diverse academic community. Sri ManakulaVinayagar Engineering College is proud to be at the forefront of promoting education for all, celebrating diversity, and fostering an atmosphere of learning that knows no boundaries.
- B. Since 2016, in Pondicherry, Sanvi Educational and Charitable Trust has been dedicated to enhancing the fundamental well-being of elderly individuals and women, enabling them to lead independent, healthier, safer, and more dignified lives within society. This organisation is particularly committed to the education of differently abled children, especially paternal orphans, by offering educational support and specialised care that empowers them to embrace a life filled with dignity, health, and security. Moreover, they extend their support to single women and youth through assistance in small-scale income-generating projects and guidance in seeking job opportunities. By imparting value-based, advanced educational modules tailored for competitive exams, they exemplify a deep sense of compassion for those facing adversity and a genuine concern

for the environment. This approach not only strengthens and nurtures the individuals they serve but also contributes to the transformation of society as a whole.

## **2. COMMON OBJECTIVES**

"Empower and support students with special needs by providing them with inclusive, high-quality education while fostering a sense of social responsibility and community engagement among engineering college students through peer tutoring."

This shared goal involves both parties working together to create an inclusive and supportive educational environment for the students of SECT. The students provided by SMVEC will actively participate in tutoring, thereby not only improving their academic performance but also fostering a sense of empathy and social responsibility. This collaboration benefits both the differently abled students and the engineering college students, creating a win-win scenario for all parties involved.

## **3. SCOPE OF MOU**

- 3.1 Implement assistive technologies and facilities to enhance learning for the students of SECT.
- 3.2 Implement a system for monitoring the academic progress and well-being of the students of SECT.
- 3.3 Implement measures to accommodate the diverse needs of special children in SECT.
- 3.4 Conduct workshops and training sessions for the faculties and the students of SMVEC on inclusive teaching methodologies.
- 3.5 Facilitate internship opportunities and certificate programs for the students of SMVEC.
- 3.6 Establish and maintain a long-standing relationship between SMVEC and SECT.
- 3.7 Adjust strategies and initiatives based on feedback and evolving needs.
- 3.8 Enhance faculty awareness and competence in addressing the needs of special children.
- 3.9 Develop a robust support system to address the unique challenges faced by these students.
- 3.10 Livelihood activity Identification, support and promotion.
- 3.11 Suicide prevention mechanism.



#### **4. BUDGET**

Implementation of each activity mentioned in Clause 3 of the MoU shall be subject to the availability of the required funds for the activity. Specific financial agreements will be executed between both parties on finalization of activities under this MoU. It is understood that neither party has any financial obligation to other party under this agreement.

#### **5. GOVERNANCE**

- 5.1 To support the development of this collaboration, both parties agree to review the progress of their collaboration every six (6) months.
- 5.2 An Advisory Committee will be formed based on the recommendations of SMVEC and the SECT. This committee will regularly review the progress of the collaboration.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

Any material developed through activities pursuant to this MoU will be the joint property of both SMVEC and SECT. Any such material may be disseminated by a party only after obtaining prior written consent of the other party.

#### **7. CONFIDENTIALITY**

- 7.1 Each party shall undertake to maintain the confidentiality of the documents, information and other data received from the other party during the period of implementation of this MoU or any other agreement made pursuant to this MoU.
- 7.2 Both parties agree that this article shall continue to be binding between the parties notwithstanding the termination of this MoU.
- 7.3 This is exclusive of those cases in which disclosure of such confidential documents or information is mandatory under prevailing laws.

#### **8. FORCE MAJEURE**

In the event of either Party not being able, by reason of force majeure, to meet any of its obligations under this MoU, such obligation shall be suspended for as long as the inability continues or any date mutually agreed between the Parties, provided that Party gives to the other Party written notice within fourteen (14) days after the occurrence of any such event.

Neither Party shall be liable to the other Party for any loss or damage sustained by the other Party arising from the occurrence of any such event.

The term 'force majeure' as employed herein shall mean an event not within the control of either Party which, by the exercise of due diligence, neither Party is able to overcome and this, includes any act of God, strike, lockout or other industrial disturbance, wars, insurrections or riots, civil disturbances as well as explosions.

Either Party may terminate this MoU at any time, by notifying the other Party of its intention to terminate this MoU by a notice in writing six (6) months prior to its mention to do so.

The termination shall not affect the implementation of on-going activities/programmes, which have been agreed upon prior to the date of the termination of this MoU.

## **9. LIABILITY**

Both SMVEC and SECT shall be solely responsible for any and all claims and/or damages in connection with the exercise of its objectives hereunder.

Both parties further agree that no employment relationship or partnership, either express or implied, is created between them.

## **10. DISPUTE RESOLUTION**

In the event of any dispute relating to the interpretation or performance of this MoU arising between the Parties, both Parties will first do their utmost to settle their dispute amicably.

This is a cooperation MoU only and the parties do not intend to commence litigation or arbitral proceedings against one another in the event of any dispute, claim, misunderstanding, differences, interpretation, or controversy.

## **11. DURATION OF MOU**

From the date of signing the MoU, it would be effective until either of the party withdraws its participation.

## **12. CONFLICT OF INTEREST**

Both Parties warrant that this MoU is not likely to have any conflict of interest with any of their organizational, financial, contractual, or other interests relating to the activities under this MoU.

### 13. AMENDMENTS

Either Party may request in writing for a revision, amendment or modification of all or any part of this MoU.

Any revision, amendment or modification agreed to between the Parties shall be in writing and shall come into force on such date as determined by the Parties and shall form part of this MoU.

### 14. TERMINATION

Either Party may terminate this MoU at any time by means of at least 90 calendar days' written notice to the other Party.

The early termination of this MoU will not affect the completion of any cooperation measures that were agreed under the annual work programmes whilst it was in force.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties here to have signed the Agreement and set their seals as below.

ON BEHALF OF

SRI MANAKULA VINAYAGAR ENGINEERING  
COLLEGE, PUDUCHERRY

BY :

NAME : Dr.V.S.K.VENKATACHALAPATHY

TITLE : DIRECTOR cum PRINCIPAL

DATE : 14.2.2024

ON BEHALF OF

SANVI EDUCATIONAL AND  
CHARITABLE TRUST

BY :

NAME : Ms. VIJAYLAKSHMI

TITLE : FOUNDER & DIRECTOR

DATE : 14.2.2024

WITNESS :

1.

2.

WITNESS :

1.

2.