



தமிழ்நாடு தமிழ்நாடு TAMILNADU

எண்..... தேதி..... 21 9 2021  
வாங்குபவர்..... Shanmuganathan  
உயர்..... Engineering college  
தொகை..... ரூ. 50 (Arasampatti)

BC 344429  
மு. அப்துல் ஹரிமான்  
முத்திரைதாள் விற்பனையாளர்  
திருமயம் - 622 507.  
நி.மு. 7069 / 79

**MEMORANDUM OF UNDERSTANDING  
SHANMUGANATHAN ENGINEERING COLLEGE,  
ARASAMPATTI-622507,  
PUDUKKOTTAI DISTRICT**

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this the Twenty First Day of September Two Thousand and Twenty one (21.09.2021), by and between.

**Shanmuganathan Engineering College**, THE FIRST PARTY represented herein by its Principal/Head of the Department, (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

**Marcello Tech**, No-32,3<sup>rd</sup> Floor, Butterwarth Road, Near SRC College, Trichy-620002, Tamilnadu, THE SECOND PARTY, and represented herein by its Proprietor, Mrs.V.Sumathi (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).

**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 Pudukkottai.

AGREED:

V. Sumathi  


**MRS.V.SUMATHI  
PROPRIETOR  
MARCELLO TECH  
TRICHY**

\_\_\_\_\_  
Authorized Signatory.

Witness

1. S. Arundaj

2. [Signature]



**DR.KL.MUTHURAMU  
PRINCIPAL  
SHANMUGANATHAN ENGINEERING COLLEGE  
PUDUKKOTTAI.  
Principal  
Shanmuganathan  
Engineering College  
Authorized Signatory**

Witness

1. [Signature]

2. [Signature]



தமிழ்நாடு தமில்நாடு TAMILNADU

BC 344459

தமிழ்நாடு  
தமிழ்நாடு  
நாள்..... 4.10.2021  
வாங்குபவர்..... Shanmuganathan  
உயர்.....  
தொகை..... 50/-

*Shanmuganathan*

மு. அப்துல் ரஹிமான்  
முத்திரைதாள விற்பனையாளர்  
திருமயம் - 622 507.  
ந.மு. 7069179

Engineering  
college  
Arasampatti.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and executed on this of BETWEEN EMBEDDED PLUS SOLUTIONS., a company registered under the Companies Act 1956 and having its Registered Office at No.23, Nandhi Koil Street, Opposite to Teppakkulam, Trichy and represented by S.Madhan, Director - Technical, hereinafter referred to as EMBEDDED PLUS SOLUTIONS, which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, Legal Representatives and Assigns, of the **FIRST PART**;

AND

SHANMUGANATHAN ENGINEERING COLLEGE, Approved by AICTE, New Delhi & Affiliated to ANNA UNIVERSITY having its campus at Arasampatti, Pudukkottai and represented by Dr.KL.MUTHURAMU, Principal of the College, hereinafter referred to as SHANMUGANATHAN ENGINEERING COLLEGE as an **OTHER PART**.

WHEREAS EMBEDDED PLUS SOLUTIONS are a Company involved in Students Project and training / design and development of product relating to Power Sector, Digital Signal Processing, VLSI and embedded system and are inter-alia lending their expertise towards solutions, services and training in these areas.

WHEREAS, SHANMUGANATHAN ENGINEERING COLLEGE is in the field of education, imparting knowledge to students aspiring to be Engineers and Technologists, as per courses approved by AICTE.

**5. Assignment:**

No part of this MOU or of any obligations created herein may be assigned or transferred by anyone of the parties whether by operation of law or otherwise, to any other person without the prior written permission of the other. Any such assignment or transfer shall be void and be without force and effect and would not be binding on the other.

**6. Entire Agreement:**

This instrument sets forth the entire agreement between the parties hereto and either party shall deem all other representations, irrelevant and unenforceable. All modification to this Agreement shall be in writing and only if mutually agreed to.

**7. Term of MOU and Notice of Termination:**

This MOU is open ended in nature; but can be terminated with a month's notice on either side given to the other party in writing at their addresses mentioned at the top/any other address to be notified in future. Such notice shall be deemed to be properly given if sent by registered post or by courier to the persons authorized to sign this MOU.

**8. Authorized Representatives:**

Both parties hereto declare that their duly authorized respective representatives shall execute this agreement.

IN WITNESS WHEREOF the parties hereto have affixed there respective hands to this agreement on the day, month and year above written.

For EMBEDDED PLUS SOLUTIONS



AUTHORISED SIGNATORY

[E. MADHAN]



For SHANMUGANATHAN ENGINEERING COLLEGE



AUTHORISED SIGNATORY

WITNESSES

1) 

2) 

WITNESSES

1) 

2) 