



தமிழ்நாடு தமில்நாடு TAMILNADU 01.03.2021

P. BALAGURUSAMY / DINDIGUL

CH 331147

ஆர்.ராதாகிருஷ்ணன்
முத்திரைத்தாள் விற்பனையாளர்
நீதி மன்ற வளாகம்.
உ.எண் : 362/ஆ 1/2004
2டி/1 வாழ்க வளமுடன் தெரு
L.G.B.காம்பவுண்டு,
Y.M.R.யு.டி திண்டுக்கல்.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (here in after called as the 'MOU') is entered into on this Eighth Day of March Two Thousand and Twenty one by and between

Department of BCA, G.T.N. Arts College (Autonomous), Old Karur Road, G.T.N. Nagar, Dindigul - 624005, Tamil Nadu, India represented herein by Mrs.M.Chandamona, Head- Department of BCA, and I am Authorised / Approved by Dr.P.Balagurusamy, Principal, G.T.N. Arts College (Autonomous), Dindigul (herein after 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).

1. M. Chandamona

2. P. Balagurusamy

AND

Wagule Technologies, located at Varman Ventures, Katheesma complex, opp. Naidu mahal, Round road, Dindigul 624005 and represented by its CEO **P.Sundaravarman** (herein after 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:

- i. **Department of BCA, G.T.N. Arts College (Autonomous), Old Karur Road, G.T.N. Nagar, Dindigul - 624005, Tamil Nadu, India**

Second Party is a Business Organization named:

- ii. **Wagule Technologies** –, the Second Party is engaged in Business, App Developing, Skill Development, Education and Digital Marketing Services in the fields of Web Designing and Digital marketing services - and related fields.

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, Research and Development.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

E) **Wagule Technologies** –, the Second Party is engaged in Business, App

Developing, Skill Development, Education and Digital Marketing Services in the fields of Web Designing and Digital marketing services - and related fields.

F) **Wagule Technologies** –, the Second Party is promoted by

P. Sundaravarman,
A Varman Ventures,
Katheesma complex, opp. Naidu mahal,
Round road,
Dindigul-624005.

Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

1. *M. Chandrasekaran*

2.

P. Sundaravarman

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

CLAUSE 1
CO-OPERATION

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies recognize their strengths in research and education in one or more disciplines of science engineering, management and social sciences, and their mutual interest in engaging themselves in academic cooperation.

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies therefore agree to establish a program for academic cooperation in the areas of mutual interest, and in accordance with terms and conditions set forth in this memorandum of understanding (MoU).

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 **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5** and its related wings. 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.

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.

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.

1. *M. Chandrasekaran*

2.

[Signature]

CLAUSE 2
OBJECTIVES/ SCOPE

The goal is to foster collaboration, provide opportunity for global experience, and to facilitate advancement of knowledge on the basis of reciprocity, best effort, mutual benefit, and frequent interactions. **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5** and **Wagule Technologies** agrees:

1. To exchange information on research and educational programmes in the field of Computer Science.
2. To exchange information on teaching, learning material and other literature relevant to their educational and research program related to Computer Science.
3. To jointly organize short-term continuing education programmes on topics of mutual interest in the field of Computer Science and to invite each other's member of the team to participate therein.
4. To jointly organize seminars, conferences, FDPs, Guest Lectures and hands-on training on topics of Computer Science and to invite each other's team members to participate therein.
5. To jointly propose and engage in research or training program sponsored by funding agencies, and to invite each other's members to participate therein.
6. To exchange, on a reciprocal basis, members of the team levels for limited periods of time for the purpose of education and/ or research in the field of Computer Science.

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and **Wagule Technologies** further agree that detailed terms and conditions that guide each activity identified above will be separately determined and agreed upon by the two institutions. These terms shall include a technical description of the proposed activity, arrangements, and person(s) responsible for its implementation, etc.

A. Joint Sponsored Research, Development and Consulting

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and **Wagule Technologies** agree to help identify and invite members of Department of Computer Applications from the other institution to participate in research or development programmes. The terms and conditions for such participation will be worked out by mutual agreement between the **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 & Wagule Technologies**.

1. 

2. 

B. Student Exchange

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies agree that Department of Computer Applications student exchange will be only for the sole purpose of educational/ research purposes like internships, projects, assignments, conferences and workshops and will be guided by principles listed below.

A home institution refers to the institution where a student is a full-time student or part time attached to the same, and from where he/she is expected to gain some knowledge certificates or degrees. A host institution refers to an institution that receives a student for a brief period of time to undertake a predetermined programme study or research/education programme.

1. Exchange students will be selected by mutual agreement between the home institution and the host institution.
2. His/her program of study at the host institution will be determined by mutual consultation between his/her academic adviser at the home institution and his/her "interim" academic advisor identified by the host institution.
3. The host institution will evaluate an exchange student's performance in each course or module; award a letter of appreciation/completion.
4. If an exchange student has undertaken research, then the host institution will evaluate the exchange student's performance in the research, and issue a letter to that effect, together with a technical "report" of the research carried out.
5. The exchange students will be liable to pay any type of fees for if any, for that particular program.

C. Exchange of Scientific and Technical Material

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies will exchange information on research and educational programmes and teaching/learning material related to Computer Science and other literature relevant to their educational and research programmes. Further, **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies** agree to explore ways to share teaching/learning material, and other relevant literature, while respecting each other's intellectual property and other rights.

D. Joint Conferences, workshops, FEPs, Guest lectures, and short-term courses

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies agree to help identify and invite members from various areas of Computer Science from other institutions to participate in conferences, workshops and short-term courses. The terms and conditions for such will be worked out by mutual agreement between **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies**.

1. N. Chandrasekar

2.



E. Coordination

Each institution shall appoint one member of its team to coordinate the programme on its behalf.

Further, a coordination committee, consisting of

1. Head of Department of BCA/ Principal / Director/Founder/, **G.T.N Arts College (Autonomous) Dindigul-5**, or his/her nominee
2. Founder / General Manager **Wagule Technologies**, or his/her nominee
3. Programme Coordinator from the side of **Department of BCA, G.T.N Arts College (Autonomous) Dindigul-5**, and
4. Programme Coordinator from the side of **Wagule Technologies**, will periodically review and identify ways to strengthen cooperation between the two institutions.

CLAUSE 3

INTELLECTUAL PROPERTY

Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5 and Wagule Technologies agree to respect each other's rights to intellectual property.

Nothing contained in this MOU shall, by express grant, implication, Estoppels 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.

Further, the intellectual property rights that arise as a result of any collaborative research or activity under this MoU will be worked out on a case-by-case basis, and will be consistent with the officially laid down IPR policies of the two institutions.

CLAUSE 4

TENURE, TERMINATION AND VALIDITY

This MoU will take effect from the date it is signed by representatives of the two institutions. It will remain valid for **FIVE** Academic Years from **2020- 2021 to 2024- 2025**, and may be continued thereafter after suitable review and agreement. Either institution may terminate the MoU by giving written notice to the other institution six months in advance. Once terminated, neither **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5** nor **Wagule Technologies** will be responsible for any losses, financial or otherwise, which the other institutions may suffer. However, **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5** and **Wagule Technologies** will ensure that all activities in progress are allowed to complete successfully.

1. *N. Chandrasekaran*

2. *A. Chandrasekaran*

CLAUSE 5

ARBITRATION

Should there be a dispute relating to any aspect of academic cooperation, Head of the Department of BCA/ Principal/Director/Founder/CEO, **G.T.N Arts College (Autonomous), Dindigul-5** and **Wagule Technologies** will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

CLAUSE 6

RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **Department of BCA, G.T.N Arts College (Autonomous), Dindigul-5** and **Wagule Technologies** 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. There is no any financial commitment on behalf of both the parties for signing this MoU/approval of this MoUs.

If it is there, it will be dealt separately.

1. 

2. 

AGREED:

Department of BCA,
G.T.N.Arts College (Autonomous),
Dindigul-05

Wagule Technologies
Varman Ventures, Katheesma complex,opp,
Naidu mahal, Round raod, Dindigul 624005

N. Chandamona

Signature

P. Sundaravarman

Signature

Department of BCA, G.T.N.Arts College (Autonomous)	Wagule Technologies
Old Karur Road, G.T.N. Nagar, Dindigul – 624005, Tamilnadu.	Varman Ventures, Katheesma complex,opp. Naidu mahal, Round raod, Dindigul 624005
Mrs. M.Chandamona, Head Department of Computer Science	P. Sundaravarman, CEO, Wagules Technologies
chandamoan@gtnarts.org	mail@wagule.com
www.gtnarts.org	www.wagule.com

Approved by: Principal - Yes *Yes.* / No -----

P. Sundaravarman
PRINCIPAL
G.T.N. ARTS COLLEGE
(AUTONOMOUS)
DINDIGUL - 624 005

G.T.N. Arts College (Autonomous)
Old Karur Road, G.T.N. Nagar, Dindigul – 624005, Tamilnadu.
Dr.P.Balagurusamy Principal G.T.N. Arts College Phone: 0451-2432199, 2431299.
gtncollege@yahoo.co.in
www.gtnarts.org

Authorized Signatory

P. Balagurusamy 7/5/21

**Dr. P. BALAGURUSAMY
PRINCIPAL**

**PRINCIPAL
G.T.N. ARTS COLLEGE
(AUTONOMOUS)
DINDIGUL - 624 005**

Witness I:

[Signature]

Mr.K.MuthuBharathi
Assistant Professor,
Department of BCA,
G.T.N. Arts College (Autonomous),
Dindigul - 624 005
Tamilnadu.

Witness II:

[Signature]
P. Vinoth Pandian
Marketing - Head,
Wagule Technologies
Varman Ventures, Kathesma
Complex (Opp)
Naidu Mahal, Round road,
Dindigul - 624 005

Witness III:

P. Aarthy

Mrs.P.Aarthy,
Assistant Professor,
Department of BCA,
G.T.N. Arts College (Autonomous),
Dindigul - 624 005
Tamilnadu.

WitnessIV:

K. Gokul
K. Gokul
AI Engineer,
Wagule Technologies,
Varman Ventures, Kathesma
Complex, opp.
Naidu mahal, Round road,
Dindigul - 624 005

Date:08.03.2021

Place:Dindigul