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PROLIFIC Systems & Technologies PVT. LTD. M. MANICKAM
STAMP VENDOR

32AB 784308

8/7 1st Floor, 1st Street,
Gopalapuram, Coimbatore - 641 018
L.No 7571/B1/93.

MEMORANDUM OF UNDERSTANDING
BETWEEN
KARPAGAM UNIVERSITY
AND

PROLIFIC SYSTEMS AND TECHNOLOGIES PVT. LTD.,

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and executed
On this day of, 07.09.2016 between:

KARPAGAM UNIVERSITY situated at Eachanari Post, Pollachi Main road, Coimbatore District, Pin - 641021 and PROLIFIC SYSTEMS AND TECHNOLOGIES PVT. LTD., a company registered and having its Branch office at, No: 3/84, New scheme Road, P.N.Palayam, Coimbatore - 641-037 and represented by, Mr. R.Anantharaman, Associate Director, hereinafter referred to as Prolific, which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns, of the other part;

Whereas, KARPAGAM UNIVERSITY is in the field of education, & research, imparting knowledge to students aspiring to be Engineers and Technologists.

Whereas, PROLIFIC is one of the reputed turnkey automation solutions provider and Asia's Number One Vocational training company having fully equipped facilities at 28 branches all over India.

And whereas, both **KARPAGAM UNIVERSITY & PROLIFIC** have agreed to form a 'STRATEGIC ALLIANCE' for providing industrial inputs to the Engineering students for mutual benefit.

And whereas, on the faith and strength of such representation and warranty, both **KARPAGAM UNIVERSITY** and **PROLIFIC** have agreed to enter into this Memorandum of Understanding as per the mutually agreed clauses as agreed below:

1. Provision of Supplies and Services:

KARPAGAM UNIVERSITY shall provide Prolific the facilities and qualified personnel to impart training as mutually agreed to and each personnel shall perform to the best of his/her ability during the term of the contract; Likewise **PROLIFIC** shall make available their facilities for special projects and also for training of **KARPAGAM UNIVERSITY** personnel. In addition, **PROLIFIC** shall depute their experts for necessary training at **KARPAGAM UNIVERSITY** and depending upon nature and degree / level of specialization, **PROLIFIC** shall train faculty and students of **KARPAGAM UNIVERSITY** on selected topics. All decisions under this clause will be taken between the parties here to only after prior consultation. Training will be conducted at mutually convenient dates.

KARPAGAM UNIVERSITY shall provide infrastructure as required by the company for conducting training, lectures etc.

PROLIFIC shall conduct training on core areas such as PLC's, SCADA, DCS, Embedded systems, Drives, Field instrumentation, Robotics, PCB Designing, Matlab, ARM, PIC and Advanced Mechanical Systems.

PROLIFIC shall deliver special lectures on advanced topics.

2. Scope of Activities:

Details of activities are included in annexure-I.

3. Non-Exclusive Relationship:

This agreement is non-exclusive in nature and both **KARPAGAM UNIVERSITY** and **PROLIFIC** shall retain their right to perform their obligations with any other party during the term of this MOU.

4. Independent Contractors:

PROLIFIC and **KARPAGAM UNIVERSITY** hereby agree that each is an independent contractor and this MOU doesn't mean that one is an agent of other or of each other, and neither party shall be entitled to bind, by its acts, omissions or otherwise, the other party.

5. Assignments:

No part of this MOU or of any obligations created herein, may be assigned or transferred by any one of the parties whether by operation of law or otherwise, to any other person without

the prior 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 modifications 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 three month's notice on either side given to other party in writing at their address 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 other persons authorized to sign this MOU.

8. Authorized Representatives:

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

9. Time Frame

This MoU is valid for **THREE YEARS** from the date of signing and will be renewed for a further period on mutually agreed terms and conditions.

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

**FOR PROLIFIC SYSTEMS
&
TECHNOLOGIES PVT LTD.
R. ANANTHARAMAN
ASSOCIATE DIRECTOR**




FOR KARPAGAM UNIVERSITY
Dr. R. Sundararajan, ME(Struct.), Ph.D.,
Dean of Engineering
Karpagam University, Pollachi Main Road,
Eacharari (Post), Coimbatore - 641 021.

PROLIFIC SYSTEMS AND TECHNOLOGIES PVT. LTD.

Karpagam University, Pollachi Main Road,
Eacharari (Post), Coimbatore - 641 021.