

भारतीय गैर न्यायिक

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LOGSKIM SOLUTIONS PRIVATE LIMITED

G. SIVAKUMMAR
Stamp Vendor

LIC No: 14508/B1/92
11, 4th Street, Jayalaxshmipuram,
Nungambakkam, Chennai - 600 034.
Mobile: 9381004109

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered at Chennai on 1st day of January 2024 ("MoU")
BY AND BETWEEN provisions.

LOGSKIM SOLUTIONS PRIVATE LIMITED, a Company incorporated under the provisions of the Companies Act 1956, having its registered office at Roop Emerald, New No. 45, Second Floor, North Usman Road, next to Maganlal Jewellers, T.Nagar, Chennai - 600017 represented through its authorized signatory **Dr. Dhanasekar B, Chief Executive Officer** (hereinafter referred "Logskim") which expression shall, where the context so admits, include its representative, executors, successors and permitted assigns of the **ONE PART**.

AND

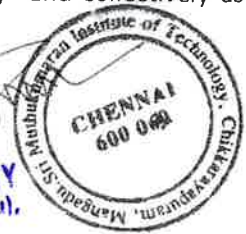
SRI MUTHUKUMARAN INSTITUTE OF TECHNOLOGY approved by AICTE (All India Council for Technical Education) and Affiliated to Anna University, Chennai, Tamil Nadu having its institution at Mangadu Rd, Chikkarayapuram, Chennai, Tamil Nadu 600069" represented through its authorized signatory, **Principal** (hereinafter referred "College") which expression shall, where the context so admits, include its successors in interest legal representatives and assigns of the **SECOND PART**.

(Logskim and College shall be referred to in this MoU individually as "Party" and collectively as "Parties".)

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PRINCIPAL
SRI MUTHUKUMARAN
INSTITUTE OF TECHNOLOGY
Chikkarayapuram, (Near Mangadu),
Chennai-600 069.



WHEREAS:

- A. Logskim is one of the HR solution providers with PAN India presence to cater its clients and acts as the Third-Party Aggregator (TPA) empanelled by Ministry of Skill Development and Entrepreneurship (MSDE) under National Apprenticeship Promotion Scheme ("**NAPS**").
- B. Logskim is desirous of entering into an arrangement with the College for providing Basic Training and On-Job Training to the students / candidates who are pursuing their final semester or completed or drop-outs who will be given an apprenticeship / employment opportunity at one of its client places.
- C. Logskim will ensure that the selected students / candidates will be facilitated with the required training before getting engaged with the Establishment for Apprenticeship programme / Employment.
- D. **Sri Muthukumaran Institute of Technology** is an educational institution which offers Engineering courses and Management Studies approved by AICTE.
- E. 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.

NOW THIS MOU WITNESSETH AS UNDER: -

1. TERM

This MoU commences on the Commencement Date i.e., **1st day of January 2024** and, unless extended or terminated earlier in the manner set out in this MOU and will continue for a period of **36 Months** until **31th day of December 2027**.

2. SCOPE OF THE MOU

The scope of this MoU may include,

- a) **Placement of students:** Logskim will ensure that the students from the respective colleges in the selected departments shall be given an opportunity to get selected in the apprenticeship program and for further employment. Logskim will engage the students in the basic training at the college premises post obtaining the required approval from the college management as well as competent bodies for the basic training or otherwise at the industry to make them ready for the On-Job Training.
- b) **Industrial Training & Visits:** Logskim will facilitate the relevant industrial visits and training, on a case-to-case basis upon mutual consent with the industry and the college for the students pursuing their education. Also, the students can be directed to register in the apprenticeship portal and Logskim's own job portal which is under development.

- c) **Guest Lectures:** Logskim, through its wide scope of network may arrange for the Guest lectures from the industry in the selected domains / verticals / departments on a case-to-case basis depending upon the availability of the Subject Matter Experts.
- d) **Skill Development Programs:** Logskim is an affiliated Basic Training Provider by National Skill Development Corporation and a few of the Sector Skill Councils. Logskim may extend its support to the college by making their students to go through the basic training or any certification programme which is recognized across PAN India by enrolling them in the National Skill Qualification Framework (NSQF) aligned Government funded training program.
- e) The college will ensure to appoint a Point of Contact for this placement activity and coordinate with Logskim to facilitate the selection of students / candidates. The college representative will provide the required details and will take responsibility throughout the process till placement.
- f) The college is expected to facilitate and cooperate with Logskim on request for the training purpose and placement purpose.
- g) Students database with required details and documents to be provided well in advance by the college before the interview schedule to ensure that there is a seamless process.
- h) In case, if the students are getting placed or engaged outside the domicile locality then the travel cost as well as boarding and lodging cost to be taken care by the student which shall be made aware by the college representative to all the selected students before even attending the interview. In a few cases where the industry themselves also provide the boarding and lodging or otherwise at subsidized cost which will be intimated by Logskim well in advance.
- i) Both the parties will work together to ensure that the placement of the students is successful with required facilitation and cooperation.

3. **COMMERCIALS**

Logskim will not charge any commercials to the college for the placement of students / candidates or facilitation of the apprenticeship engagement of the students. For the rest of the services like guest lectures with Subject matter experts, industrial visits, etc., it will be on a case-to-case basis with mutual consent from the college and industry.

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 Chennai-600 066.



4. **INTELLECTUAL PROPERTY**

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

5. **CONFIDENTIALITY**

Both the parties shall hold all information, data, material, instructions, communications, the terms, and conditions of business whether received in writing or oral as strictly confidential and shall take all reasonable steps to protect such information from unauthorized disclosure including all precaution that employs to protect its own confidential material. The obligations of the Parties under this Clause shall survive the expiration or earlier termination of this Agreement.

6. **INDEMNITY**

Both the parties agree to indemnify and shall accordingly hold its shareholders, directors, officers, employees, and agents (each an "Indemnified Person"), harmless and indemnified at all times hereafter, from any loss, exposure, outgoings, claim, prejudice, damage, costs.

7. **AMENDMENTS AND WAIVERS**

This Agreement may be modified, supplemented, or amended only by a written instrument executed by the Parties hereto. No waiver of any provisions, condition or covenant of this Agreement shall be effective as against the waiving Party unless such waiver is in a writing signed by the waiving Party.

8. **SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9. **INDEPENDENT RIGHTS**

Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of a Party, whether under this Agreement or otherwise.

10. **SURVIVAL**

Any provision which by virtue of its nature is intended to survive shall survive the termination of this Agreement.

TS.      **PRINCIPAL**
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Chikkarayapuram. (Near Mangadu),
Chennai. 600 069.

11. **NON-EXCLUSIVE ARRANGEMENT**

This Agreement does not confer any exclusivity of arrangement between **Sri Muthukumar Institute of Technology** and the Logskim, nor does **Sri Muthukumar Institute of Technology** commit to or guarantee any volume or quantum of availment of Services or any amount hereunder, and there is also no obligation of **Sri Muthukumar Institute of Technology** to avail of services similar or ancillary to the Services from the Logskim.

12. **PRINCIPAL TO PRINCIPAL BASIS**

This MoU is on Principal-to-Principal basis, and nothing contained in this MoU, whether expressly or impliedly shall be deemed to create any partnership, joint venture, direct or indirect employment, principal, and agent relationship and/or master and servant relationship between the Parties and/or any of their respective employees, for any purpose whatsoever.

13. **NOTICE**

Any notice or other communication required or permitted to be given between the Parties under this Agreement shall be given in writing at the address mentioned hereinbefore in this Agreement or such other addresses as may be intimated from time to time.

14. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements relating to subject matter hereof.

15. **TERMINATION**

Either Party may terminate this Agreement by notifying the other Party in writing at least thirty (30) days in advance of such termination.

16. **FORCE MAJEURE**

Force Majeure event shall mean and include any event which causes failure to perform hereunder that is due to causes beyond the reasonable control of the Parties and includes but not limited to acts of God, acts of Government or any regulatory authority, lockdown, quarantine restrictions, riots, fire, floods, or other natural calamities including any epidemic, pandemic, lock outs, industrial dispute.

Neither party shall be liable for any cost or damages due to delay or non-performance of their obligations under this Agreement arising out of force majeure event. Notice of failure or delay in performance due to force majeure must be given to the other Party promptly, thereafter but not later than 15 (fifteen) days after its occurrence which notice shall describe the force majeure event and the occasions.

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17. DISPUTE RESOLUTION, LAW AND JURISDICTION

This Agreement shall be governed by the Law of India. In the event of any disagreement or disputes between the parties, arising in connection with this Agreement or its execution, the same will be settled in an amicable manner. In case no settlement could be reached within 15 days, the same may be settled through Courts of Law. The Courts located at Chennai alone will have the exclusive jurisdiction in respect of the subject matter of this Agreement.

IN WITNESS OF THE ABOVE, THE RESPECTIVE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES MENTIONED HEREIN ABOVE.

For Logskim Solutions Pvt. Ltd.,

For Sri Muthukumar Institute of Technology.,

Authorized Signatory
Dr. Dhanasekar B
Chief Executive Officer



Authorized Signatory Principal
Principal
SRI MUTHUKUMARAN
INSTITUTE OF TECHNOLOGY
Chikkarayapuram, (Near Mangadu)
Chennai - 600069



Witness: 1



Witness: 1

Witness: 2

Witness: 2




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