



A T M E
College of Engineering



**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN



A T M E
College of Engineering

ATME College of Engineering, Mysuru, Karnataka

And



**M/s. TPC Techno Power Corporation LLP,
Bangalore, Karnataka**

FOR

**SKILL DEVELOPMENT, OUTCOME BASED
TRAININGS, CONSULTANCY, R&D AND RELATED
SERVICES**



MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 21st day of February Two Thousand and Eighteen (21/2/2018), by and between

ATME College of Engineering whose address is 13km Stone, Mysuru – Kanakapura-Bengaluru Road, Mysuru, the **FIRST PARTY**, and represented by Dr. L. Basavaraj

AND

M/s. TPC Techno Power Corporation LLP, 25A, 2nd Phase, Peenya Industrial Area, Bengaluru-560058, Karnataka, India the **SECOND PARTY**, and represented herein by Ravi Kumar K

(FIRST PARTY and SECOND PARTY are hereinafter jointly referred to as 'Parties')

WHEREAS:

- a) **ATME College of Engineering** is a Higher Educational Institution established in the year 2010, with an objective of providing quality education in the field of Engineering is affiliated to Visvesveraraya Technological University. The ATME college of Engineering has been started with a vision to build technology professionals with a practical Industry exposure to be readily deployable in the Industry.
- b) **M/s. TPC Techno Power Corporation LLP (TPCLLP)**, is established in the year 2003 and counted amongst the prominent manufacturers and suppliers of a wide assortment of Transformers. It is in approval with KPTCL & ESCOM's in Karnataka and Central Power Research Institute (CPRI). TPC offer, electrical transformers, electronic transformers, furnace transformers, power transformers, rectifier transformers, booster transformers, dry type transformers and distribution transformers.
- c) **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 in the field of Design, Manufacture, Testing and R&D services.



- d) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Consultancy in Design, Manufacture, Testing and R&D services.
- e) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

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

CLAUSE 1

CO-OPERATION

- 1.1 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 **Institution** 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.
- 1.2 **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**.
- 1.3 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.

CLAUSE 2

SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 **Industrial Internship & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the SECOND PARTY to permit the *Faculty and Students* of the FIRST PARTY to visit its group companies and also involve in Industrial Training & Internship Programs for the FIRST PARTY. The industrial training and internships provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The SECOND PARTY will provide access to its Design Centers / Workshops / Testing facilities for the hands-on training of the learners enrolled with the FIRST PARTY.
- 2.3 **Consultation:** FIRST PARTY agrees to provide consultation service to SECOND PARTY in validating its design of transformers, product/process modification, modernization, trouble shooting, etc.
- 2.4 **Skill Development Programs:** SECOND PARTY to train the students of FIRST PARTY on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 **Testing Facility:** SECOND PARTY agrees to establish training facility in the Department of Electrical & Electronics Engineering (EEE) to test distribution transformers and to offer technical training to the Department of EEE for testing of transformer.
- 2.6 **Faculty Development Programs:** SECOND PARTY to train the Faculties of FIRST PARTY for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 **Placement of Trained Students:** SECOND PARTY will actively engage to help the delivery of the training and placement of students of the FIRST PARTY into internships/jobs; and will facilitate placements
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein

CLAUSE 3
INTELLECTUAL PROPERTY

- 3.1 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.



CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.

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 entities, 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.

For
ATME College of Engineering,
Mysuru.

For
M/s. TPC Techno Power Corporation LLP
Bengaluru.

Authorized Signatory

Principal
ATME College of Engineering,
13th KM Stone
Mysuru-Kanakapura-Bangalore Road

Authorized Signatory
TPC TECHNO POWER CORPORATION LLP
Reg. Office: No 25A, 2nd Phase,
Peenya Industrial Estate,
Bengaluru-560 058.

Name of Institution: ATME College of Engineering	Name of Industry: M/s. TPC Techno Power Corporation LLP
Address: 13 th km stone, Mellahalli, Karnataka 570028	Address: 25A, 2 nd Phase, Peenya Industrial Area, Bengaluru-560058.
Contact Details: 91-821-41 91 5	Contact Details: 080-41231031
E-mails: principal@atme.in	E-mails : techpowercorp@gmail.com

Witness1:

Dr. Parthasarathy L

Witness2:

Raghavendra L