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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 6th day of JUNE, 2014 by and between **Tata Consultancy Services Ltd.**, a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and **NAIAMUTHU GOUNDER MAHALINGAM COLLEGE**, established in 1957, affiliated to **BHARATHIAR** University and having its principal office at 91 PALAKKAD ROAD BOWEN 642 001, India (hereinafter referred to as "Institute").

WHEREAS Institute is engaged in providing educational degrees at graduate and postgraduate level in various streams and is an autonomous institution,

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities:

I) UNDERSTANDING

This MOU is intended to cover a specific collaborative effort between TCS & Institute under the academic interface program driven by TCS under which TCS will work towards developing and designing industry specific application oriented courses that Institute can offer to its students at graduation level as elective courses for specific degree specializations. TCS will also consider working on designing full curriculum specialization in Business Process Services for Bachelor of Commerce (B.Com) and Business Process Management for Bachelor of Business Administration / Management (BBA / BBM) degree courses. The objective is to evolve Business Process Services / Management as a specialization area in the curriculum offered by Institute and provide the students of B.Com and BBA / BBM with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field.

The agreement between TCS and Institute would be effective from 6th JUNE 2014 ("Effective Date") and shall be valid up to 5th JUNE 2017

II) ROLES AND RESPONSIBILITIES:

A. Role of TCS:

- TCS agrees to design and develop specialized courses in areas like Finance & Accounts, Banking, Insurance, Retail, Analytics, statistics etc. (hereinafter referred to as "TCS Designed Course(s)"). The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.
- In general, the various TCS Designed Course(s) will range from 50 to 75 hours approximately and can be customized based on the requirements of the Institute.
- In addition to offering TCS Designed Courses as elective courses for specific degree specializations, Institute will consider launching a B.Com/BBA/BBM degree level full curriculum specializations streams in Business Process Services / Management by selecting a basket of 8 to 10 courses from TCS Designed Course(s) that can be included across the 3 years of the degree courses.
- TCS proposes two full curriculum specializations viz. **"B.Com in Business Process Services"** and **"BBA/BBM in Business Process Management"** respectively, for the students intending to join the B.Com and/or BBA/BBM degree courses and will work in collaboration with the Institute for designing the curriculum for the same spread over 3 years of the graduation course (hereinafter "the Curriculum"). The Curriculum will include examination/assessment at the end of each semester / year in TCS Designed Course(s) along with other core topics.
- TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and assisting in designing the Curriculum. After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum will be taught and administered by faculty from the Institute. TCS will not be involved in the administration and the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum along with conferring of the degree to graduating students enrolled in this Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum.
- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may provide only suggestion for the evaluation of student performance through various forms of assessments. However the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") for appropriate duration where specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit

for the students as well as faculty by way of making curriculum offered in areas of knowledge closer to industry practice.

- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.
- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

B. Role of Institute:

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) / Curriculum and the same shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other UG courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.
- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful in smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
 - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s).
 - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)

- c) Familiar with recent developments in related field
 - d) Effective communication and articulation of scenarios
 - e) Ability to drive interactive sessions
 - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams/assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. As an input it may consider the assessment criteria as suggested by TCS for assessment to be done through written exams, internal assessments, market visits and take home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
 - Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure – A hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.
 - Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure – B hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
 - The faculty trained by TCS would teach the TCS Designed Course(s) only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
 - Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time. Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.
 - Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfill its role under this MOU or assist the Institute in any other manner in relation to this MOU.
 - At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by Institute.
 - At the end of the course Institute shall allow TCS to make pre-placement offers to the students who are part of the course based on a selection criteria defined by TCS. Institute

shall also provide first slot to TCS during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from TCS.

III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy form only, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculum for the duration of the course. On completion of the course, the issued copies should be returned by the students to the designated faculty. These copies may be reissued to the new students taking up the course by the designated faculty. Except as permitted herein, the copies of the course material provided by TCS shall not be reproduced or translated, adapted, broadcasted transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels.

IV) INTELLECTUAL PROPERTY RIGHTS

- Institute agrees and acknowledges that course contents and curriculum of the TCS Designed Course(s) and TTT Program are and shall continue to remain the intellectual property of TCS and/or its licensors. TCS grants to the Institute a non-exclusive, non-transferable, non sub-licensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.
- Institute agrees to retain all of TCS' and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the course material. Institute shall not, permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval. Institute shall include on all copies of all or part of the course material a reproduction of TCS'

and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice as included in the course material provided by TCS.

- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU and any modifications, enhancements, alterations, additions and suggestions included in or to the TCS Designed Course(s) and TTT Program.
- By entering into this MOU, Institute undertakes:
 - (a) To respect TCS' intellectual property;
 - (b) Not to use TCS' intellectual property without the prior express written consent of TCS;
 - (c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty;
 - (d) Not to use or permit use TCS' intellectual property other than for the purpose of this MOU.
 - (e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU.
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.

V) CONFIDENTIALITY

- Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is confidential information of TCS irrespective of whether it is labelled as confidential or not. During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to Institute at the time of disclosure, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third party without an obligation of confidentiality, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process.
- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.

VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If notice of termination is issued during the Academic Year

when the TCS Designed Course(s) / Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued.

- All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing.

VII) PERIODIC REVIEW

- The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Dr. P. BADRI SRIMAN NARAYANAN
PRINCIPAL

Point of contact of TCS: Rajiv Noronha,
Head-Organizational Effectiveness (BPO Services),
Tata Consultancy Services Ltd, Think Campus,
Hosur Road, BANGALORE 560 100
Ph: +91 90350 27150

VIII) RELATIONSHIP OF THE PARTIES

- For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.
- Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

IX) LIMITATION OF LIABILITY

- Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

X) GOVERNING LAW/ARBITRATION/VENUE

- The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days

after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU.

XI) NOTICES

- All notices, requests, demands and other communications under this MOU or in connection herewith shall be given to or made upon the respective Parties as follows:

To TCS:

Attention: Rajiv Noronha, Head - Organizational Effectiveness (BPO Services), Tata Consultancy Services Ltd, Think Campus, Electronic City Phase II, Hosur Road, Bangalore 560100

With a copy addressed to: Deputy General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India), Fax No. + 91 22 6778 8097.

To Institute:

Attention: Dr. P. BADRI SRIMAN NARAYANAN
PRINCIPAL, NGM COLLEGE POUACHI 642 001

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.

XII) NON SOLICITATION

- During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee of TCS involved in the performance of its obligations pursuant to this MOU.

XIII) FORCE MAJEURE

- Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning, or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages, quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

XIV) AUTHORITY

- Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner

binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

XV) NO WAIVER

- Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

XVI) TATA CODE

- The business activities of TCS are self regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS.

XVII) SURVIVAL

- The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

XVIII) SEVERALTY

- If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

XVI) ENTIRE AGREEMENT

- This MOU, along with the schedules and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

TATA CONSULTANCY SERVICES LTD.

(TCS)

Signature: _____

Name: RAJIV NOPANTHA

Title: General Manager - HR

NALLAMUTHU GANDER MAHALINGAM COLLEGE

(Institute)

Signature: _____

Name: _____

Title: _____

ANNEXURE – A (FOR STUDENTS)

INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersigned _____ Year B.Com/BBA student ("I"/ "Student") of <name of college> College, <address>, affiliated to _____ University and **Tata Consultancy Services Limited**, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai – 400001, India ("TCS").

WHEREAS in connection with the terms of the Memorandum of Understanding dated _____, executed by and between TCS and _____ (the "MOU"), TCS has agreed to design and develop courses in areas focused around _____ <name of the Designed Course> which is a focused line of business offering within Business Process Outsourcing entity at TCS.

WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").

AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:

- I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.
- I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.
- I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self study/ training.
- I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.

I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.

By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.

Signature: _____ Date: _____

Name of Student: _____

College ID Number: _____

Residential Address: _____

ANNEXURE – B (FOR FACULTY)
INDIVIDUAL NON-DISCLOSURE AGREEMENT
NON-DISCLOSURE AGREEMENT

by and between

Tata Consultancy Services Ltd.
Mumbai, India

- hereinafter referred to as "TCS" -

and

Name: _____

Designation (of Faculty): _____

College Name: _____

College affiliated to: _____ **University**

- hereinafter referred to as "Faculty" -

- both hereinafter referred to as "Party" or "Parties" -

purpose of gaining knowledge and in furtherance of imparting education to the students of the affiliated college of _____;

- c. shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;
 - d. shall remain the property of TCS;
 - e. shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement.
3. - The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
- a. the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
 - b. was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
 - c. is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
 - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The

disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.

9. The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
10. All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
11. All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
12. This Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive jurisdiction.
13. All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS: Tata Consultancy Services Ltd
TCS House, Raveline Street,
Fort, Mumbai 400 001, India.

Attn: General Counsel, TCS

To < Name of Faculty, designation, college name & college address >

or to such other person or addresses as any of the Parties shall have notified to the others in writing.

All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

14. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement.
15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below.





Location: Mumbai

Date:

on behalf of

TATA CONSULTANCY SERVICES LTD

Sign in the box

.....

Name, Designation & Signature

Location:

Date:

on behalf of:

<college name>

Affiliated to: _____ University

Sign in the box

.....

Name, Designation & Signature



தமிழ்நாடு தமில்நாடு TAMILNADU

8943) 23.6.2017
N.G.M College
Pollachi.

N. AKBAR NAVAS
Stamp Vendor,
L. No. 12 / TRP / 2008
Pollachi, Tamilnadu

AW 407818

AMENDMENT NO. 1("Amendment-1") TO MOU dated 6th June 2014
Amendment-1 Effective Date: 6th June 2017

BETWEEN: NGM College

An Autonomous Institution Affiliated to Bharathiar University,
and having its principal office at 90 Palghat Road, Pollachi 642001
(hereinafter referred to as "NGM")

ON THE ONE HAND

AND: Tata Consultancy Services Limited

Having its corporate office at TCS House, Raveline Street,
21 D S Marg, Fort, Mumbai 400001, India
(hereinafter referred to as "TCS")

ON THE OTHER HAND

TCS and NGM shall be jointly referred to as "Parties" and individually as "Party" in this Amendment-1.


PRINCIPAL
N.G.M. COLLEGE, POLLACHI.

WHEREAS:

The Parties entered into an MOU dated 6th June 2014 ("MOU") which expires by efflux of time on 5th June 2017.

The Parties would mutually like to extend the term of the MOU as set forth herein.

NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS:

1. The Parties agree that the MOU is hereby extended for a further period of 2 (two) years from the Amendment-1 Effective Date mentioned above to 5th June 2019.
2. Other than as set forth herein, all other terms and conditions of the MOU shall remain unaltered, subsisting and binding on the Parties and continue to remain in full force and effect for the extended period.
3. The Amendment-1 shall be treated and deemed as part of the MOU for all intents and purposes.

IN WITNESS WHEREOF, the Parties have caused this Amendment-1 to be duly executed by their duly authorized signatories on the dates specified below.

for Tata Consultancy Services Limited

for NGM College



By: _____

Rajiv Noronha

Date: _____

14/6/17

By: _____

[Signature]

Date: _____

27/6/17

PRINCIPAL

N.G.M. COLLEGE, POLLACHI.

Name: Dr.P.M. PALANISAMY

Name: Rajiv Noronha

Title: Vice President-HR, TCS - BPS

Title: Principal



Mani & Company Building, 42, S S Kovil Street, Pollachi - 642001
Email: krishnasamyassociatesca@gmail.com Mobile: 9944960280

Memorandum of Understanding
Between M/s. Krishnasamy & Associates, Chartered Accountants and
Department of Commerce (Professional Accounting)

July 2018

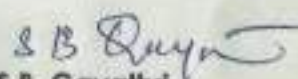
The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between M/s. Krishnasamy & Associates, Chartered Accountants and Department of Commerce (Professional Accounting), Nallamuthu Gounder Mahalingam College. Both parties to this MOU share the goal of providing practical training to the students of Department of Commerce (Professional Accounting)

The MOU will cover the following proposal:

- To provide industrial and practical training in the areas of bookkeeping, accounting, Income Tax audit, GST audit, Filing of GST returns, Filing of Income Tax returns to the students of Department of Commerce (Professional Accounting)
- To support the students in career guidance



CA. M. Shankar Krishnasamy
Proprietor M No. 229668
Krishnasamy & Associates
Chartered Accountants


Dr. S.B. Gayathri
Head of the Department
B.Com (Professional Accounting)
Nallamuthu Gounder Mahalingam College



Dr. P. M. Palanisamy
Principal
Nallamuthu Gounder Mahalingam College



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UG DEPARTMENT OF COMPUTER APPLICATIONS,
NGM COLLEGE, POLLACHI
AND
BOOT CAMP SERVICES, POLLACHI.**

This **MoU** is entered into on **July 2016** by and between

UG Department of Computer Applications, NGM College, Pollachi
(hereinafter called **NGM-BCA**)

and

Boot Camp Services, Placement Training & Skill Development Company,
Pollachi (hereinafter called **BOOTCAMP**).

1. Objective of the MoU:

The Parties intend to enhance and expand cooperative efforts in education according to the following general principles:

- a) The Parties will encourage, develop cooperation and improve the students' skill level in various areas. Desiring to promote better understanding of career related skill (i.e.) to improve the employability skill of the students.
- b) All educational cooperative activities under this Memorandum will be focused on the following four fields: thinking ability (quantitative & logical), verbal ability, technical education and career guidance.
- c) This kind of training helps the students to find and to achieve the right career path.

2. Method of Implementation:

- a) Training program will be conducted for the students. It will make them realize their potential and help them utilize their power in a proper way to reach heights.
- b) To make them understand the importance of campus to next higher-level transition that they are expected to make upon graduation.
- c) We also throw lights on the various career options and research data, which will help the student community in getting prepared at the right time.
- d) Training helps the student to think in smart way. Company specific training will be given prior to the companies visit. Proper assessments will be done at regular intervals.
- e) It will be helpful for Higher studies entrance exams, bank exams and all aptitude based competitive exams.
- f) Upon completion of the training program – Certificates will be provided.

3. Duration of MOU

This Memorandum shall be effective from July 2016, and remain effective until, May 2019, unless one Party notifies the other of the termination thereof not less than six months prior to the expiration of the mentioned time frame.

SIGNATURE



DIRECTOR



HOD-BCA



PRINCIPAL

For BOOT CAMP

For i/s. BOOTCAMP SERVICES

Partner

NGM College

Mr. K. HARIDAS, M.C.A., M.Phil.,
Asst. Prof. & Head,
Department of Computer Applications,
N.G.M. College (Autonomous), Pollachi - 642 001.

NGM College

PRINCIPAL

NGM COLLEGE POLLACHI



NALLAMUTHU GOUNDER MAHALINGAM COLLEGE

(AUTONOMOUS AND AFFILIATED TO BHARATHIAR UNIVERSITY)

Re-Accredited with 'A' Grade by NAAC

An ISO 9001 : 2008 Certified Institution

Aided by the Government of Tamilnadu

POLLACHI - 642 001.

Estd : 1957

Phone : 04259 - 234868, 234870

Fax : 04259 - 234869

E-Mail : ngm@ngmc.org

DATE: 13-12-2017

MEMORANDUM OF UNDERSTANDING BETWEEN PG & RESEARCH DEPARTMENT OF BOTANY, NGM COLLEGE, POLLACHI AND VANAVARAYAR INSTITUTE OF AGRICULTURE, MANAKKADAVU, POLLACHI - 642 103

This memorandum of understanding is entered on 13th December 2017 between PG & Research Department of Botany, NGM College, Pollachi (Hereafter referred to as "First party") and Vanavarayar Institute of Agriculture, Manakkadavu, Pollachi (Hereafter referred to as "Second party").

Background

First party recognize their strength in life science research and education, extension and professional related services. The department is interested in engaging themselves in academic and extension activities with full cooperation for the benefit of the students and society.

Second party aims to promote research and training on sustainable agriculture, encourage entrepreneurship and rural community development. It also collaborates with other organizations and industries to create awareness to disseminate technologies in agriculture.

Both the first and second parties agree to work jointly towards establishing an academic cooperation in areas of mutual interest by mutual agreement, as set forth in this memorandum of understanding which is valid for the period of two years with effect from the date of agreement and it is to be extended via mutual consent.

The aim and purpose of MOU

- ↓ To create awareness on traditionally produced agricultural produces and its importance to the society through student community
- ↓ To sell the traditionally grown greens, vegetables and fruits of Vanavarayar Institute of Agriculture in the NGM college campus
- ↓ To provide incentives to the students/college for achieving sales target
- ↓ To jointly organize seminars, conferences and workshops on the topics of mutual interest
- ↓ To manage information sharing and the process of joint working collaboration.

Responsibilities of First party

- ↓ The institution shall provide moral support and basic amenities such as working place, electricity and stationeries
- ↓ The Department of Botany shall allow the students to take part in the sales of traditionally produced agricultural products
- ↓ The institution shall organise programmes in the college premises related to the collaborative work.

K. G. Gounder
13/12/17

Chinnu
13/12



NALLAMUTHU GOUNDER MAHALINGAM COLLEGE

(AUTONOMOUS AND AFFILIATED TO BHARATHIAR UNIVERSITY)

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Aided by the Government of Tamilnadu

Estd : 1957

POLLACHI - 642 001.

Phone : 04259 - 234868, 234870

Fax : 04259 - 234869

E-Mail : ngm@ngmc.org

DATE :

Responsibilities of Second party

- The institute shall provide the transportation and other facilities accessories needed to conduct the sale inside the NGM campus
- It shall take responsible for the unsold or surplus products
- It shall sponsor and take part in the programmes organised by the department/college related to the traditional methods of cultivation and production of agricultural products
- The institution shall provide incentive at the rate of 10 per cent to the department
- It shall provide training/placement for the students in future.

Breach of Agreement

Both the parties shall have the right to terminate the agreement at any level in case the institution either fails to provide the services mutually as mentioned in the agreement, or violates any of the clauses mentioned in the MOU, or exploits the students or misuses the partnership in anyway.

Amendment to the agreement

The obligation of both the institutions has been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modifications of this agreement. These modifications/ alterations will be mutually discussed and agreed upon in writing.

Period of validity

This agreement shall be initially valid for two years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

Arbitration

Any dispute arising with regard to any aspect of this agreement shall be settled through mutual consultations and agreements by the parties to the agreement.

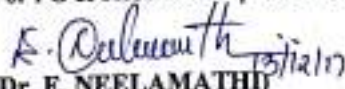
Contact Information

Partner 1

PG & Research Department of Botany
NGM College (Autonomous)
No.90, Palghat Road, Pollachi - 642 001.
Email: ngmflora@gmail.com
Phone: 0429 - 234868 / 234870

This agreement is signed by both the parties on 13th December 2017.

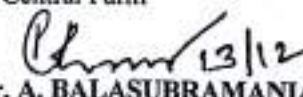
On-behalf of NGM College
For PG & Research Dept. of Botany


(Dr. E. NEELAMATHI)
Asst. Professor of Botany

Partner 2

Central Farm
Vanavarayar Institute of Agriculture
Manakkadavu, Pollachi - 642 103.
Email: info@via.ac.in
Phone: +91 99429 08410 / 99429 08444

On-behalf of VIA
For Central Farm


(Mr. A. BALASUBRAMANIAM)
Manager