

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on this day of 15 October, 2020. between **Nallamuthu Gounder Mahalingam College(Regd.)**, having its Administrative Office Nallamuthu Gounder Mahalingam College, 90, Pollachi Palghat Road, Pollachi, Tamilnadu 642001. (Here in after referred to as NGMC) Which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest and permitted assigns), Represented by Dr P.M.Palanisamy Principal of Nallamuthu Gounder Mahalingam College.

And

MSME (Ministry of Micro, Small and Medium Enterprises) Technology Development Centre, Chennai. a Government of India enterprise engaged in providing technology development training to public and educational institutions, having its registered office at 65/1, GST Road, Guindy, Chennai-600 032 (hereinafter referred to as MSME TDC), which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest and permitted assigns): represented by Mr. A. Kolanjivel, Assistant Director, MSME Technology Development Centre, the party of the other part.

Whereas, Nallamuthu Gounder Mahalingam College, 90, Pollachi Palghat Road, Pollachi, Tamil Nadu 642001. To provide facilities for higher education for students from high schools of Pollachi and Udumalpet Taluks, an organization called "Pollachi Kalvi Kazhagam" was constituted in 1957 under the President ship of **Shri S.P. Nallamuthu Gounder** and the Secretary ship of **Arutchelvar Dr. N. Mahalingam**. It is affiliated to Bharathiar University. An Institution has been awarded with ISO 9001:2000 Certification by the TUV. The NAAC has awarded 'A' grade in March, 2007. (Hereinafter referred to as the College);



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A.KOLANJIVEL B.Tech., M.B.A
Asst. Director (T)
MSME-Technology Development Centre
(CFTI-Govt. of India Autonomous bodies)
65/1, GST Road, Guindy, Chennai - 32.

Whereas the College has established the for Skill Development in the said College to impart industry oriented skill development certificate programs for the benefit of students studying in the College for increasing their employability;

Whereas the NGMC for Skill Development has held detailed discussions for collaborating with MSME TDC for conducting industry oriented skill development certificate programs for the benefit of students studying in the College and has, on the basis of such discussions, recommended for conducting Certification Courses on "**AS per Annexure I**" for the benefit of students studying in the College and where as MSME TDC has also agreed to conduct the said certification course for students of the College.

Now, therefore, both parties have agreed mutually for conducting the said certification courses on as per **Annexure I** on the following terms and conditions:

1. The Certification Courses "**As per Annexure I**" shall be conducted by MSME TDC through its faculty in the campus of Nallamuthu Gounder Mahalingam College based on the syllabus and course content designed by MSME TDC, the details of which are contained in "**Annexure – I**" of this MOU.
2. The course shall be of minimum 30 (Thirty) hours duration and shall be conducted in multiple batches, each batch comprising not more than 100 Students, over consecutive week days or week-ends. The classes would be conducted as per Schedule mutually agreed by both of us (NGMC & MSME TDC)
3. All batches shall be imparted training in computer laboratories located inside the campus of the College –laboratories with capacity of around 70 students.
4. A minimum of about 100 students shall be imparted the training by MSME TDC by engaging fully competent faculty.


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5. The course fee per participant for the certification courses titled "**As per Annexure I**". The fees shall not be refundable
6. The College shall arrange to remit the entire fee payment of 100% of total student strength in one lump sum, to MSME TDC before the commencement of the first batch. Course fees shall be remitted by the College directly to the **Current Account No. 10299691069** with **State Bank of India, Gundy Branch, Chennai** in the name of **Director, CFTI (IFS Code No. SBIN0000956)** or DD in the name of **Director, CFTI** payable at **Chennai**.
7. The College shall make available to MSME TDC, all the computer laboratories fully equipped with personal computers and other audio-visual teaching aids and requisite furniture, on all the days specified for conducting the said certification course.
8. MSME TDC shall arrange to upload the requisite trial version of supporting software, on all the computers located in the allocated computer laboratories at least one day prior to the date of commencement of the courses, which shall be used for training purpose only.
9. MSME TDC shall provide to all participants, Instructional/course materials in soft form.
10. The College shall ensure that all participants sponsored for attending the course, shall attend all sessions on all the days of the program scheduled for each batch. The College shall depute its faculty for monitoring attendance, punctuality and discipline of the participants. Participants abstaining from sessions shall not be permitted to take the evaluation examination and obtain the certification awarded by **Government of India**.
11. A Qualifying examination shall be conducted on completion of course of instructional sessions to assess the knowledge acquired by them during the course. Participants who secure minimum qualifying marks will be eligible for award of certification Issued by **Government of India**.

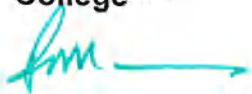

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12. Both parties agree that any and all information which are contained in this MOU including all issues discussed and negotiated mutually during the process of finalizing the MOU are strictly Confidential and Proprietary and shall be used only for the purpose of this MOU. Further, both parties agree that they shall prevent third parties from gaining access to such confidential and proprietary information.
13. The receiving party shall return all originals, copies, reproductions and summaries Confidential or Proprietary Information at the disclosing party's request, or at the disclosing party's option and certify destruction of the same.
14. Required approvals and /or clearances, if any, from "Competent Authorities" shall be obtained before signing the MOU.
15. This MOU shall become effective upon signature by both the parties concerned and shall be in force for a period of two year from the date of signing unless otherwise extended or substituted by another MOU or Agreement.
16. The substantive law governing this MOU shall be that of laws in India with the jurisdiction of Courts at Chennai only.

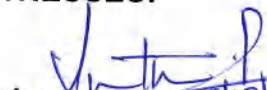
Either Party hereby agrees to indemnify the Other Party and its properties duly from and against all actions, demands, proceedings, prosecutions attachment and the like arising out of this memorandum of understanding.

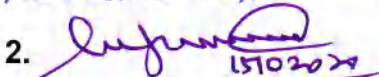
For and on behalf of
Nallamuthu Gounder Mahalingam
College



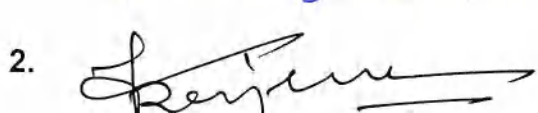
For and on behalf of
MSME Technology Development
Centre, Chennai

WITNESSES:

1. 
15/10/2020
Dr. P. ANITHA - 401
D/O P.V. PALANISAMY
ASSOCIATE PROF. & HEAD - COMMERCE (CA)

2. 
15/10/2020

1. 
31-12-2020
R. Azhagu Mani
Training Coordinator

2. 

Objectives & Structure:

1. MSME TDC to educate NGMC students on Courses defined as per the **Annexure I**. Course outline, duration of **As per Annexure I** at NGMC classroom.
2. NGMC commits no. of students for this program: As per Annexure I
3. Annexure 2: Schedule of the training program with dates and nos.
4. Payment to be paid to MSME TDC Bank Account directly. Name : DIRECTOR ,CFTI
Account No: 10299691069,
Account Type: Current Account
Bank: SBI, Branch: Gundy
IFSC Code: SBIN0000956
5. Total no. of Batches: will be defined at the time of class, each batch of minimum 70 students.
6. Training will be conducted as per schedule of minimum 70 students/batch
7. Finally we will have an assessment test to each student with 100 questions.
8. **Government of India** Certificate to Qualified students will be awarded.
9. NGMC to ensure that their lab is equipped with necessary infrastructure and software.
10. NGMC to ensure that students have full attendance during the training session. NGMC can nominate one Faculty or Volunteers to attend the session and to supervise the training.

Intellectual Property (IP) Ownership and License Rights.

- a. Each party shall retain any and all right, title and interest in any intellectual property it may have acquired or developed prior to the execution of an order in terms of this MOU.



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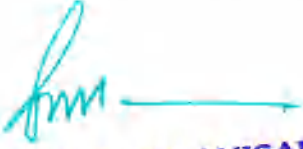
- b. The intellectual property created during the course of execution of an order in terms of this MOU shall be owned, and the license rights of each party shall be agreed prior to the creation of same, on a case to case basis depending on the knowledge contribution brought by respective parties and the contract terms with the client.

Confidentiality

Each party agrees that any and all information which it has received and will receive from the other party during the course of discussions and negotiations of this MOU and the subsequent Agreements, including all information pertaining to the Objectives outlined in clause 1 above, is "Confidential" and "Proprietary," and shall be used only for the purposes for the objectives and understandings set out in this MOU, and further each party agrees that it shall prevent third parties from gaining access to such Confidential and Proprietary Information and shall treat it in the same way as the receiving party protects its own business secrets. This confidentiality obligation shall not apply to information which becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party, which can be shown to have been independently developed by the recipient, or which has been acquired from a third party without obligation of confidentiality. In the event that MSME TDC & NGMC is required by statutory regulations or judicial or governmental order or to the extent the receiving party is required to do so by the rules and regulations of the statutory authorities of any country or the listing standards of any stock market or exchange, to reveal any of the Confidential or Proprietary Information it has obtained from the other, such party shall give the other reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. This obligation shall survive for a period of five years after the receiving party has received the Confidential or Proprietary Information of the other.

Either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

The receiving party shall return all originals, copies, reproductions and summaries of Confidential or Proprietary Information at the disclosing party's request, or at the disclosing party's option, certify destruction of the same.


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Legal Effect, Legal Approvals

- a. The parties acknowledge that this MOU sets forth the current intentions of the parties with respect to the activities described, but in no way gives rise to any legal obligations, liabilities, or claims under any theory, other than the confidentiality obligations as set forth in section 5 above and remedies for the breach thereof. The provisions of clause 5 shall survive after the termination or expiration of this MOU.
- b. Required approvals and/or clearances, if any, by "Competent Authorities" will be obtained before signing the Agreements. Cooperation hereunder will at all times be in compliance with applicable anti-trust laws.
- c. Additions and amendments to this MOU shall only be valid if made in writing. The requirement of the written form can itself only be waived in writing.
- d. This MOU shall become effective upon signature by all parties.
- e. Term & Termination:
 - i. This MOU shall be in force for a period of two year from the date of signing unless otherwise extended or substituted by another MOU or agreement.
- f. This MOU shall terminate with mutual consent, if within a period of six months, if there is no new Training program in collage side. The substantive law governing this MOU shall be that of Laws in India with the jurisdiction of courts of Chennai only.

FORCE MAJEURE

Notwithstanding the provisions of the Agreement, **Either Party** shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Parties and not involving the Party and not involving the Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, Either Party shall promptly notify the Other Party in writing of such conditions and the cause thereof. Unless otherwise directed, both Parties shall continue to perform their obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.


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Mutual Indemnification

Either Party hereby agrees to indemnify the Other Party and its properties duly from and against all actions, demands, proceedings, prosecutions attachment and the like arising out of this memorandum of understanding.

Annexure Enclosed

Any annexure to this document will be considered as part of the MOU.

MSME Technical Development Center

Nallamuthu Gounder Mahalingam College

Name: A.Kolanjivel

Name: Dr. P.M.Palanisamy

Title: Asst. Director

Title: Principal

Date:

Date:

A.KOLANJIVEL
Asst. Director (T)
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65/1, GST Road, Guindy, Chennai - 32.

15/10/2020

31/12/2020



WITNESS 1

By

Name

Title

Date

R. PRABAKARAN

R. PRABAKARAN

TRAINING AND PLACEMENT OFFICER

15/10/2020

WITNESS 2

By

Name

Title

Date

R. AZHAGU MANI

R. AZHAGU MANI

Training Coordinator

31-12-2020

Annexure - I

MSME-Technology Development Centre is a Govt. of India Institutions functioning under Ministry of Micro Small Medium Enterprises, has initiated to conduct various skill development training programs based on the industrial need and requirements. The prime objectives of this training is to prepare the students ability to demonstrate the required competency on the field of Tally ERP 9 Basic level and Advanced level, GST Practitioner and Income Tax Practitioners as per the requirement set forth by MSME-TDC Chennai based on the industrial requirements and to empower the students with employability skills set. The students will be able to approach the industry confidentially after completing this training program.

In this regards we proposed to conduct the following training for Department of commerce at your campus

- 1, Tally ERP 9 for 40 hrs. , course Fee is Rs,6300/- for the public program
- 2 Tally ERP 9 for 60 hrs course Fee is Rs, 7200/- for the public program
3. GST-Practitioner for 30 hrs course Fee is Rs, 5900/- for the public program
- 4.IncomeTax Practitioner for 40 hrs course Fee is Rs.7200/- for the Public Program
5. Entrepreneurs Development programs – 5 Days Course Fees is Rs.5900/- (8 hrs per Day) for the Public Programs

For Students category we may offer 70% Discount for all the courses if candidate's enrolment is more than 300 numbers for each courses

Further, you are informed to finalise the date, total number of candidates participating this training program and inform us at earlier for necessary arrangements.



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