



KG College of Arts and Science
Affiliated to Bharathiar University
Accredited by NAAC
ISO 9001:2015 Certified Institution
KGiSL Campus, Saravanampatti, Coimbatore-641007

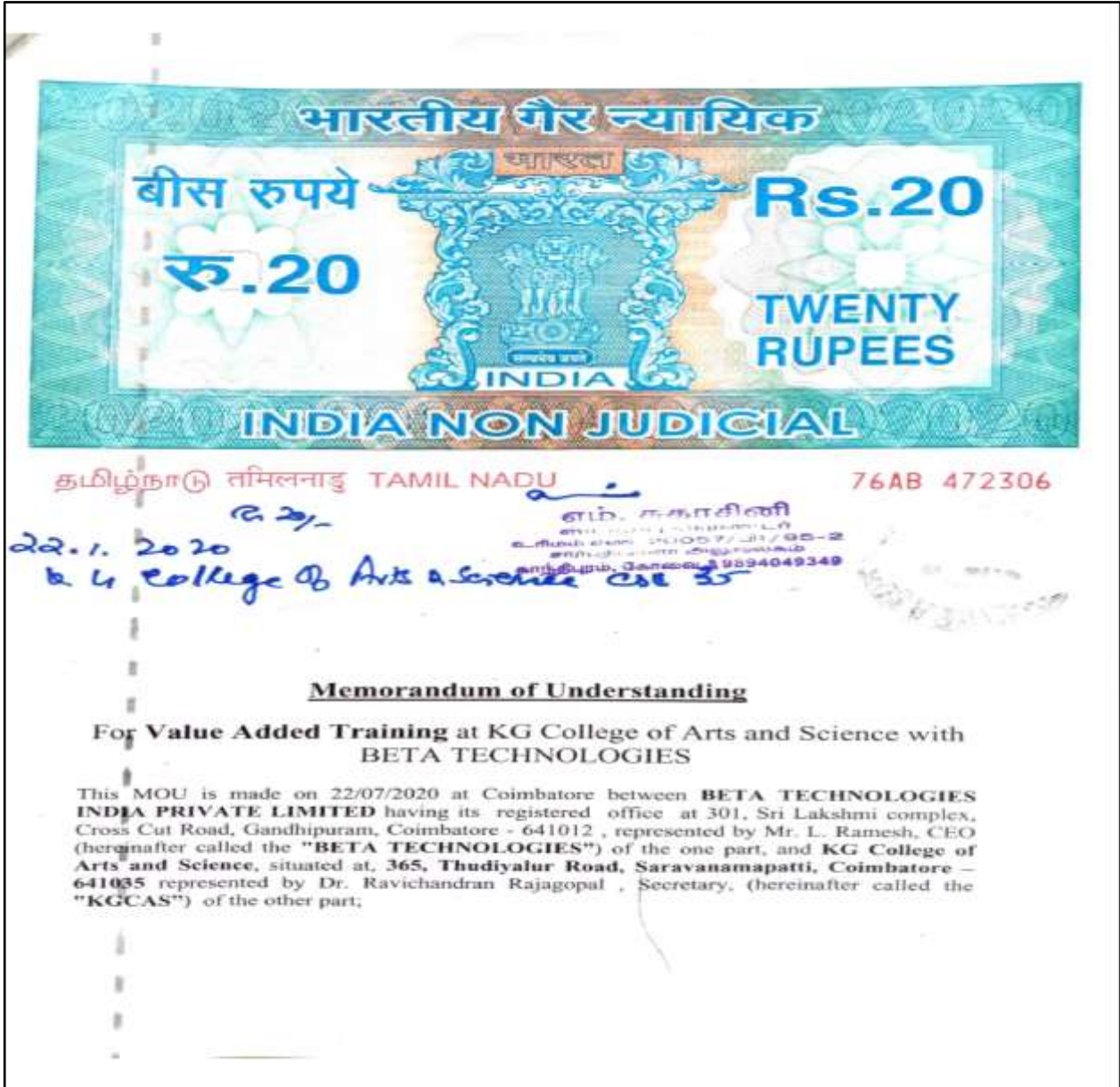
Criterion 3: Research, Innovation and Extension

Key Indicator 3.5 : Collaboration

Supporting Documents - E-copies of the MoUs and Collaborations

Academic Year 2020-21

Beta Technologies India Private Limited



WHEREAS:

1. **BETA TECHNOLOGIES has entered into Open source Technology development programs at Coimbatore.**
2. **KGCAS is an educational institution desired to have access to the value added training program conducted by BETA TECHNOLOGIES for its students for their skills development in the area specified in the Annexure.**
3. **BETA TECHNOLOGIES has agreed to provide the below mentioned training to the students of KGCAS.**

AND WHEREAS on the faith and strength of such representation and warranty, both have agreed to enter into this Memorandum of Understanding as per the mutually agreed clauses as mentioned below.

1. Course & Schedule:

Course Name	Duration
Odd Semester :	
Art of Electronics	40 Hrs
Arduino	40 Hrs
Raspberry pi with IoT	40 Hrs
Even Semester :	
PCB Designing and Fabrication	40 Hrs
VLSI Designing and Verification	40 Hrs
Embedded Systems	40 Hrs
Matlab	40 Hrs

BETA TECHNOLOGIES will give the printed schedule for the classroom sessions well in advance, as per timings suggested by KGCAS. The institute will ensure that the timings allotted to **BETA TECHNOLOGIES** remain the same.

2. Study Material and Instructional Material

BETA TECHNOLOGIES will provide kits for all the modules to the students. The kits will be given to the students in parts as per the schedule.

3. Faculty Support

BETA TECHNOLOGIES will ensure that it will provide a Faculty Team to train the students at KGCAS. The Faculty members will also handle doubts of the students from time to time.

BETA TECHNOLOGIES will ensure that the course will be delivered by the Competent Trainers, and also the trainers handling the classes at KGCAS will not be changed unless until there is a specific need. In such cases **BETA TECHNOLOGIES** will inform KGCAS well in advance.

KGCAS will not offer any assignments, directly or indirectly, to the **BETA TECHNOLOGIES** Faculty visiting the KGCAS campus to conduct the program. Strategic issues will not be shared / discussed with the **BETA TECHNOLOGIES** Faculty, but only with the **BETA TECHNOLOGIES** Management.

4. Feedback & Assessment

BETA TECHNOLOGIES will give regular feedback about the student's performance to KGCAS as per the schedule. **BETA TECHNOLOGIES** will not back out of its commitments

to the registered students and ensure complete guidance and best quality teaching to all the registered students.

In Addition to the assessment done by BETA TECHNOLOGIES, additional Feedback will be obtained by the Placement Cell, KGCAS and consolidated report of both feedbacks to be jointly submitted to the principal twice in a month.

5. The Financial Terms

The course fee per student for Technical Skill Training will be agreed upon by both the parties based on the schedule and duration of the program. Fees remitted shall neither be refunded nor transferable under any circumstances.

6. Operational Issues

KGCAS will ensure regular attendance from the students enrolled for the program.

7. Validity

This agreement is valid for one year.

8. Modification

The charges, terms and conditions contained in this agreement and annexure are subject to change, alteration or modifications. Such action(s) will be taken by mutual consent of both the parties.

9. Limitation of Remedies

This course is designed specifically for the students to enhance their performance and to develop their technical skills. This course is not associated with any placement program and BETA TECHNOLOGIES does not guarantee or assist for any job placement to any student after the successful completion of the course.

10. General

- a) The classes will be conducted at the premises of KGCAS.
- b) KGCAS shall provide classrooms for about 50 student's capacity as per the schedule of classes aforementioned.

11. Jurisdiction

In all matters and disputes arising hereunder, the appropriate courts in Coimbatore alone, to the exclusion of all other courts, shall have jurisdiction to entertain and try them.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands, seals to this agreement in duplicate on the day, month, year and place first herein above mentioned.

For KGCAS, Coimbatore



(Signature of Authorized Signatory)
Name: Dr. R. Ravichandran
Secretary

SECRETARY

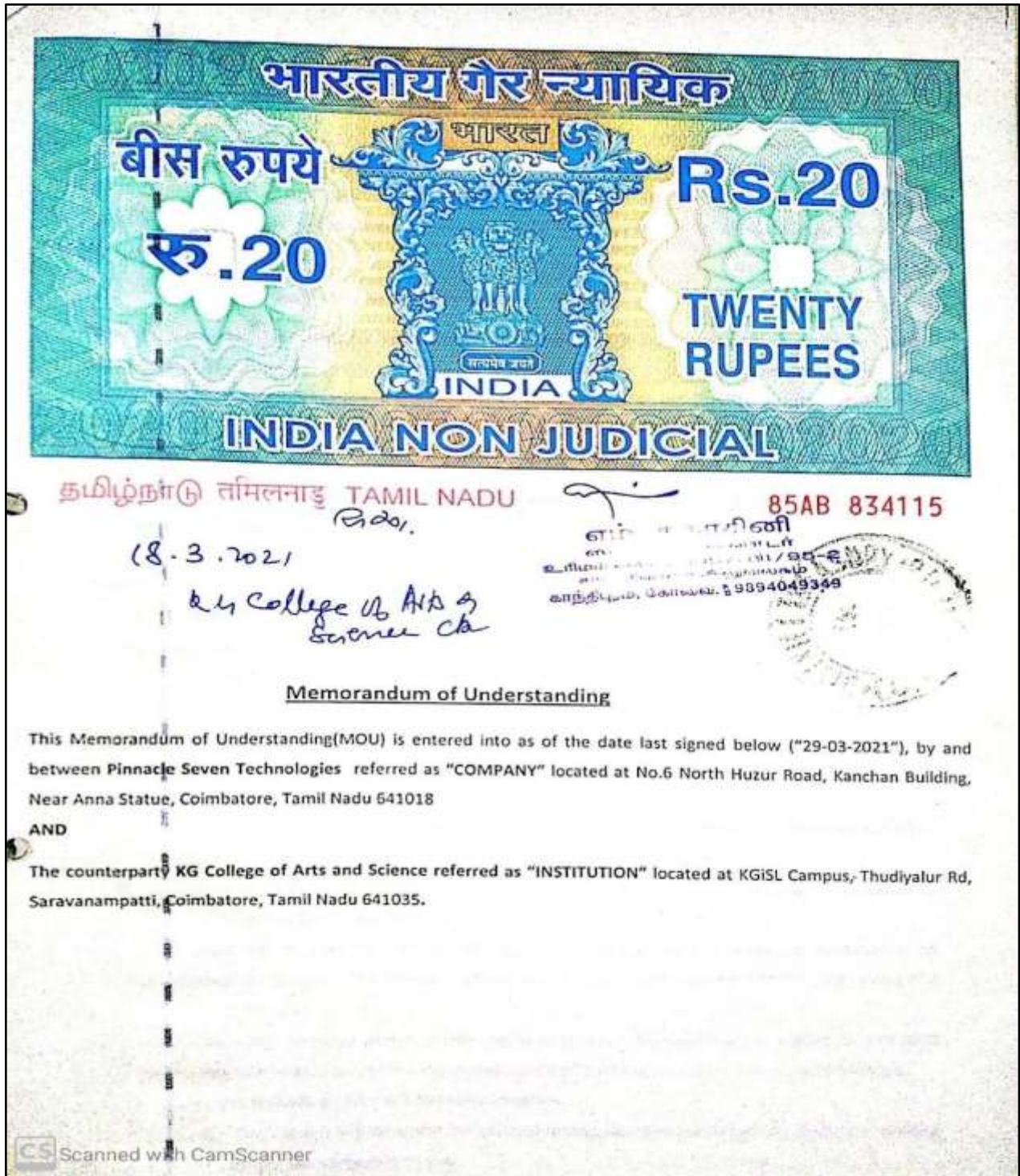
Date: 24-07-2015
Place: Coimbatore
KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 025

For BETA TECHNOLOGIES, Coimbatore



(Signature of Authorized Signatory)
Name: Mr. L. Ramesh
Head- BETA Technologies

Pinnacle Seven Technologies



1) Purpose and Scope Of MOU

The MOU is intended to provide internship opportunity to students of M.Sc. Software Systems and M.Sc. Computer Science pursuing in KG College of Arts and Science in recent technologies by giving them live training on projects at our Development Centre. Both Company and Institution believe that their association between the two would be a major benefit for the students to enhance their skills and knowledge.

2) About the Company and Internship Program

We, Pinnacle Seven Technologies, specialize in providing reliable business applications using Cloud Based Hybrid Technologies. We concentrate on providing intuitive, platform independent, productive and economical business workflow systems. We are expertise in areas like **Odoo, Big Data, IOT, Mobile Applications, Odoo (ERP)**. We are a reputable fast growing Software Service based Company having its Development Center in Coimbatore and operate from **USA, UAE and India** with clients spread globally.

This Internship program is a learning and growing opportunity for graduates like you to enhance your skills on recent technologies.

Opportunities:

- a) Work in a Major Development Software Firm in Live Projects
- b) Gain Exposure to learn complete software development life cycle and process/methods.
- c) Can grab a Full-Time job opportunity after the internship program based upon the vacancy.
- d) Mentorship and training from eminent leaders and top management team of the concern.
- e) On the Job Training Program.

3) Commercials/Stipend

- a) The Company shall provide free training service to students of Institution for initial period of 6 months form the date of commencement of Internship Program.
- b) The Company shall train the students of the Institution on the emerging technologies in order to bridge the gap in skill and make them ready for the Industry.
- c) After the successful completion of 6 months , students would be reviewed and based upon their performance the eligible students would receive INR 6000 Per Month for a period of 7 to 12 Months.
- d) Once an Internship period of one year is completed, the students are eligible for INR 8000 Per Month as stipend for a stipulated period of final one-year i.e. from 13 to 24 Months.

4) Company Guidelines for the Internship Program

- a. The student will be under the Internship program for a period of two years and working at our Development Centre.
- b. Working days are Monday to Saturday (2nd, 4th and 5th Saturday off which might vary depending on the projects.)
- c. Dress Code : Monday to Friday : Formals and Saturday : Business Casuals
- d. Break Timings: Two breaks in a day for refreshments of 15 minutes each and Lunch break for 45 minutes.

e. The students are not entitled for any leave/Permissions/benefits as applicable for



Scanned with CamScanner


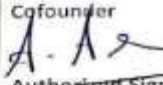
regular employment.

- f. In case of any emergency, you are requested to get approval on your leave and permission from your reporting head.
 - g. Full Stipend would be eligible based upon your complete attendance and stipend would be calculated based on number of days present for the month.
 - h. In case of Viva or Exams Students of Institution should inform prior to the company to plan their training plan and tasks.
 - i. The students shall always, devote this full attention and skill to the affairs of the Company and will endeavor to utmost ability to promote and advance the interests of the Company.
 - j. **Confidentiality:** The students are required to agree non-disclosure agreement effective from the date of enrollment. Non-disclosure agreement is to ensure total confidentiality about the clients, their files and projects, the products/contents under development, the internal procedures, systems any knowledge or information in respect of any process, formula, or secret method which they might have acquired or learnt either in the course of their employment or otherwise. The student shall neither discuss nor disclose the same to any unauthorized/ non-concerned person from the company as well as outsiders throughout and after their employment.
 - k. The student should adhere to the company guidelines on day-to-day basis.
 - l. **Standard of Conduct:** In rendering learning opportunities under this MOU, the student shall conform to high professional standards of work and business ethics. Student shall not use time, materials, or assets of the Company without the prior written consent of the Company. In no event shall the student take any action or accept any assistance or engage in any activity that would result in any damages/loss to Company or other person, entity, or client acquiring any rights of any nature in the results of work performed by or for the Company.
 - m. **Outside Services:** Student shall not use the service of any other person, entity, or organization in the performance of student's duties without the prior written consent of the Company. Should the Company consent to the use by Student of the services of any other person, entity, or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity, or organization until such person, entity, or organization has executed an agreement to protect the confidentiality of the Company's Confidential Information and the Company's absolute and complete ownership of all right, title, and interest in the work performed under this Agreement.
 - n. **Report:** Student shall provide daily/weekly/monthly report to the Company with written reports of his observations and tasks/activities performed regarding the Internship program. Upon the completion of this Program, Student shall, upon the request of Company, prepare a final report of Student's task /project activities.
5. **Term and Asset Responsibility:** The term of this Agreement will be initially valid for initial six months from effective date of signing the MOU and shall be confirmed based on students

review after the successful completion of 6 months till end of two years from the date of commencement of program. Any asset provided by the Company to the Students in connection with or furtherance of their work under this MOU, including, like laptops, and any kind of asset provided by company, shall, immediately upon the completion of this Agreement, be returned to the Company.



- 6. **Termination:** Company can terminate the MOU with or without any kind of notice if the students have breached any kind of terms mentioned in the MOU or any kind of misconduct or services related performance issues or found lack of interest in work or negligence with their duties or delay in responding or following their instructions of reporting head or confidential information transfer or mishap in handling company data with an intimation to the institution.
- 7. **Miscellaneous:** This MOU shall be governed by the laws of India without reference to conflict of laws principles and shall be subject to jurisdiction of courts in Tamil Nadu, India. This document contains the entire agreement between the company and Institution with respect to the subject matter hereof and supersedes all prior commitments/ understanding in this regard. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. This Agreement may be executed in several counterparts (physical or electronic form), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

We hereby confirm and acknowledge the above terms and conditions of this agreement, In Witness Where off, this agreement is executed as of the date set forth above.

For KG College of Arts and Science [INSTITUTION]	For Pinnacle Seven Technologies [COMPANY]
By: Dr. B. Vanitha Secretary  Authorized Signatory: 	By: Mr. Arun Jesuraj Cofounder  Authorized Signatory: 
Address: KG College of Arts and Science, KGISL Campus, Thudiyalur Rd, Saravanampatti, Coimbatore, Tamil Nadu 641035.	Address : No.6 North Huzur Road, Kanchan Building, Near Anna Statue, Coimbatore, Tamil Nadu 641018
Place: Coimbatore Date: 29.03.2021	

End of the Agreement

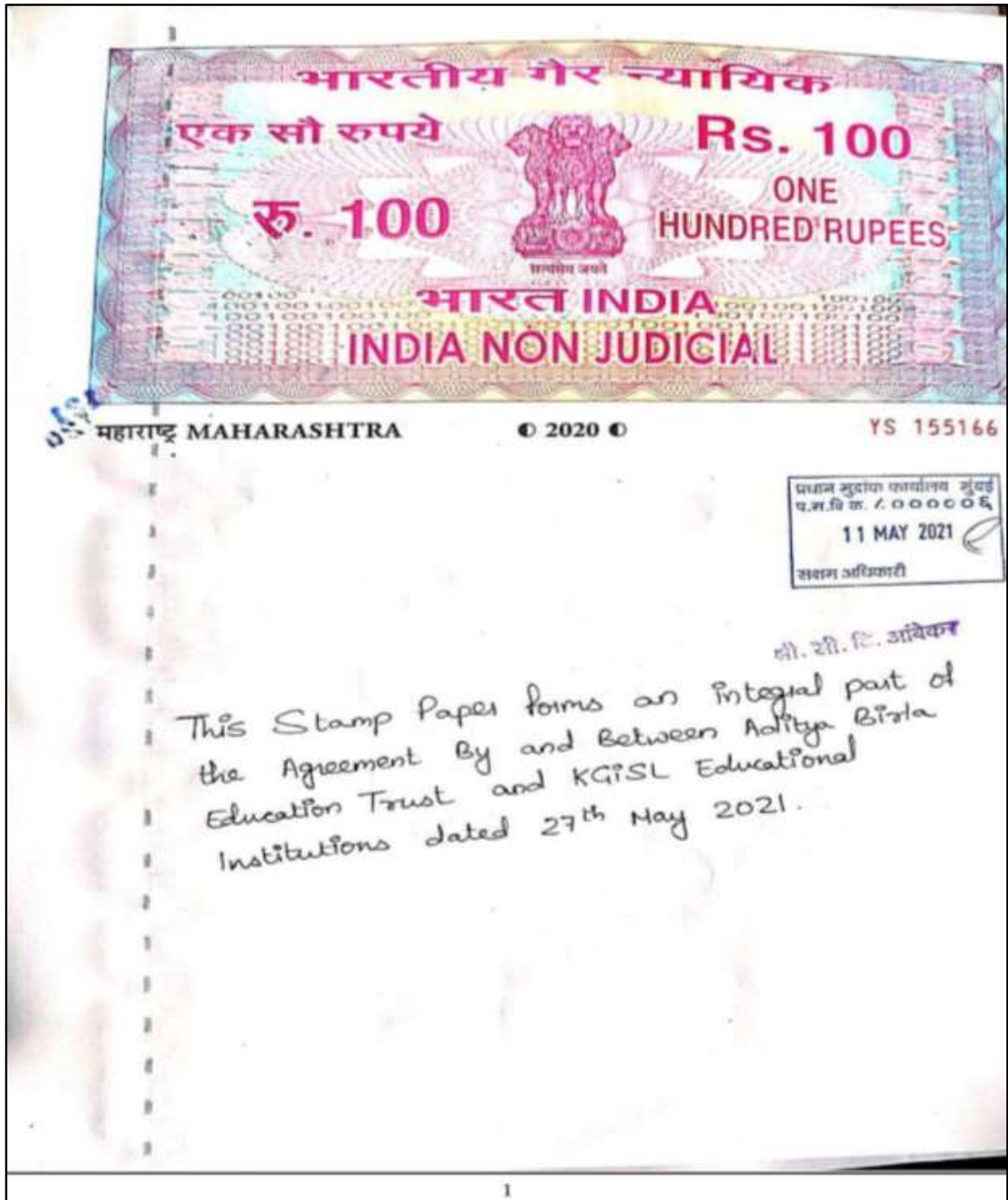
Witness

- 1. 
- 2. 

Witness

- 1. 
- 2. 

MPower - Aditya Birla Education Trust



AGREEMENT

This Agreement ("Agreement") made and executed on 27th day of May 2021, **By and Between**

Mpower, a mental health initiative of **Aditya Birla Education Trust**, registered under the Maharashtra Public Trust Act, 1950, having its registered address at B-4, Aditya Birla Centre, SK Ahire Marg, Worli, Mumbai – 400030 (hereinafter referred to as "**MPower**", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its trustees, executors, successors or administrators of the last surviving trustee and their/his/her permitted assigns)

AND

KGiSL Educational Institutions, a group of higher education institutions established under the KG Information Systems Private Limited (KGiSL) Trust and having its registered office at KGiSL Campus, 365, Thudiyalur Road, Saravanampatti, Coimbatore – 641035 (hereinafter referred to as "**KGiSL**" which expression shall unless repugnant to the meaning or context thereof shall mean and include its Successors, executors and administrators, heirs and permitted assigns)

Mpower and KGiSL are hereinafter collectively referred to as the "**Parties**" and individually a "**Party**":

Whereas:

1. Mpower aims to alleviate stigma related to mental illness and provides various services related to mental health. Mpower has established "Mpower 1 on 1" helpline to provide online counselling to the callers on its helpline numbers and through its online chat service.
2. KGiSL in order to avail the services of Mpower 1 on 1 Helpline with respect to its 6000 (Six Thousand Only) Employees and Students ("**Beneficiaries**") has approached Mpower.
3. Mpower has acceded to their request and Parties have agreed to enter into this Agreement.

Both **Mpower** and **KGiSL**, agree as follows:

1. **Scope of Work:** In consideration of Fee as per Clause 2 to this Agreement, Mpower has agreed to provide Services of Mpower 1 on 1 Helpline as specifically detailed in Schedule 1 to this Agreement to the Beneficiaries, as per the terms and conditions mentioned herein and in the Schedules hereto ("**Services**"). Parties agree that the Services of Mpower under this Agreement are non-exclusive to KGiSL and Mpower shall continue to provide its Services to other individuals and organizations and KGiSL has no objection to the same.
2. **Fees:** In consideration of the Services under this Agreement, Mpower shall be eligible to receive Fees from KGiSL as per the details and terms and conditions as mentioned in Schedule 2 to this Agreement. KGiSL undertakes to make payment of Fees on a timely basis.
3. **Term:** This Agreement shall become effective from the date of its execution as first mentioned above and shall be valid for a period of 1 month till 30th June 2021, unless terminated early as per Clause 4 to this Agreement. Parties may mutually agree to extend the term of this Agreement.
4. **Termination:** This Agreement can also be terminated by either Party for breach or violation of a fundamental term or obligation under this Agreement by or misrepresentation on part of the other Party, and the termination shall become effective after 15 days' written notice to the defaulting Party, and in case the breach or violation being rectifiable, is not rectified by the defaulting Party during such notice period. KGiSL agrees that timely payment of Fees to Mpower is a fundamental term of this Agreement.

- 5. Confidentiality:** The Parties shall maintain the highest degree of confidentiality and keep confidential all sensitive, personal and identifiable information of the Beneficiaries, information relating to the affairs of the parties, policies, information about their services, technology, financial details, security information, information regarding beneficiaries and the counselling given to them and all papers and records in physical or electronic form containing such information (hereinafter collectively referred to as "Confidential Information") which may be known to them during the course of this Agreement. The Parties agree to use this Confidential Information only in a duly authorized manner in the best interest of the parties. The Parties shall not use or disclose any information to a third party (during or even after the termination of this Agreement). (b) This Clause shall survive the expiration or termination of this AGREEMENT. (c) KGiSL agrees and confirms that it shall not be eligible to ask from Mpower any information relating to the Counselling services to Beneficiaries or any of their personal, identifiable or sensitive data or information from Mpower. However, upon KGiSL's request Mpower shall provide data relating to the types of calls attended / Counselling provided to number of Beneficiaries without disclosing any of the information's relating to individual Beneficiaries. KGiSL or their Employees shall not have any access to any counselling data record or information at Mpower.
6. KGiSL agrees that except for the obligations as particularly detailed in this Agreement, Mpower shall not have any other duty, obligation or any kind of liabilities whatsoever towards KGiSL, its beneficiaries or to any third Party with respect to the services under this Agreement, except those arising from a breach, default or violation of a Fundamental term of the Agreement or misrepresentation, solely on part of Mpower. KGiSL shall indemnify and hold Mpower, its Trustees, Employees, agents, service providers harmless or indemnified from any and all claims including third party claims, damages, losses, costs, expenses, suits, proceedings, actions or prosecutions etc. suffered or incurred in the course of providing Services under this Agreement whether due to any breach, default, action or inaction on part of the KGiSL or otherwise, arising without any default or breach on part of Mpower. This Clause shall survive the termination or expiry of this Agreement.
7. Neither Party shall be liable to the other or to any third party for any indirect or consequential losses, damages or loss of profit etc. arising out of or in relation to this Agreement. Notwithstanding anything contrary contained herein, Mpower's total liability under this AGREEMENT in any circumstances whatsoever, shall not exceed the amount of fee received from KGiSL for Services under this Agreement.
8. KGiSL shall render all assistance to Mpower and fulfil all its obligations as detailed in this Agreement including those in the Schedules and annexures hereto.
9. Mpower shall not be liable for the failure to perform its obligation(s) under this Agreement where such failure, is caused by Force Majeure or any other reasons beyond its control such as, but not limited to fire, flood, insurrection, industrial disturbance, inevitable accidents, war (undeclared or declared), legal prohibitions, riots or governmental restrictions, impact of Covid or any other epidemics etc.
10. This Agreement or any rights or obligations hereunder shall not be assigned either fully or in part by a party without prior consent, in writing, of the other Party.
11. This Agreement is on a principal-to-principal basis. Nothing in this Agreement shall be deemed to constitute a partnership or agency or any such relationship between the Parties hereto, for any purpose whatsoever.
12. Nothing in this Agreement shall be deemed to give any right or license to one party to use other party's name or logo or any other intellectual property rights in any manner whatsoever, except as authorized under this Agreement or with the specific written approval of the other party. Mpower shall be eligible to display information on its social media handles, its websites, its

pamphlets, brochures, books, and newspaper advertisements, or any other medium of public communication showing its association with the KGiSL and information or achievements pertaining to rendering mental health services under this AGREEMENT.

13. Parties agree that any press releases carried out covering Services under this Agreement shall be carried out in joint names. KGiSL agrees and undertakes that all communication, press releases, social media posts or communication to the beneficiaries mentioning the Services of Mpower by KGiSL or its Group Companies to the Press/ media or in the social media shall be duly preapproved by Mpower.
14. Mpower expressly disclaims any representation or warranty or guarantee with respect to its Services or their suitability for any purpose whatsoever, except as expressly mentioned in this Agreement.
15. This Agreement shall be governed by and construed in accordance with the laws of India. All disputes between the parties arising out of this Agreement are subject to exclusive jurisdiction of the Courts in Mumbai.
16. This Agreement along with all the Schedules, Annexures etc. shall constitute the entire agreement between both the parties and shall supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof

IN WITNESS WHEREOF the parties have Signed this Agreement on the day and year first written above:

FOR AND ON BEHALF OF MPOWER	FOR AND ON BEHALF OF KGiSL
Aditya Birla Education Trust	KGiSL Educational Institutions (run by KGiSL Trust)
<p style="text-align: center;">APARNA VINOD METHIL</p> <p style="font-size: small; text-align: center;">Digitally signed by APARNA VINOD METHIL Date: 2021.06.04 11:18:43 +05'30'</p>	<p style="text-align: center;">ARAVIND KUMAR RAJENDRAN</p> <p style="font-size: small; text-align: center;">Digitally signed by ARAVIND KUMAR RAJENDRAN Date: 2021.06.03 12:28:26 +05'30'</p>
Name: Dr. Aparna Methil	Name: Aravind Kumar Rajendran
Title: Vice President- Operations-Mpower	Title: CEO – KGiSL Educational Institutions
Witness:	Witness:

Schedule 1**MPOWER 1 ON 1 HELPLINE SERVICES****1. 24*7 Mpower Mental Health HELPLINE AND CHAT SERVICE**

- 1.1. Access to the Helpline through Call and Chat Service shall be available to the beneficiaries on a 24X7 basis through a dedicated telephone number and through Mpower Chat Service via the KGiSL internal portals, however, except in case of breakdown, power / system failure, maintenance or any other such unavoidable reasons. Mpower shall take reasonable steps to inform KGiSL about unavailability of the Helpline and Chat Service on account of any unavoidable reasons and to restore the services of the Helpline. The KGiSL understands and acknowledges that Helpline services are not exclusive to the KGiSL and open to general public as well as other partners of Mpower and their beneficiaries.
- 1.2. The KGiSL agrees that the Helpline access shall be available to the beneficiaries subject to " **terms and conditions**" and "**privacy policy**" available at www.mpower1on1.abet.co.in, as revised from time to time. The KGiSL confirms its acceptance to the said terms and conditions and Privacy Policies for Helpline services to its Beneficiaries.
- 1.3. The Process flow for access to Helpline is as under:
- (a) The caller dials a direct number 07968170441. This is based in Ahmedabad as our service provider is there, so anyone calling from outside will have to incur charges as per their network providers/calling plans.
 - (b) A welcome message plays –
"Welcome to Mpower 1on1 Helpline in association with KGiSL Educational Institutions. This call will be recorded for training and quality purposes. Terms and Conditions at website www.mpower1on1.abet.co.in apply."
 - (c) The caller is directed to a Counsellor – languages available 24 x 7 are Hindi, English and Marathi.
 - (d) Tamil speaking counsellors will also be available on the Helpline but not on a 24 x 7 basis.
- 1.4. The Process flow for Chat Service is as under:
- (a) The student logs into Ecampus and the employee logs into TalentX and is directed to the chat page
 - (b) The student or employee enters the necessary details
 - (c) They are then connected to the next available therapist
- 1.5. The KGiSL understands and acknowledges that Beneficiaries calling the helpline may experience a waiting time before getting connected to the Counsellor and the KGiSL agrees that such waiting time shall not in any manner constitute any deficiency in services or breach of any obligations on part of Mpower under this Agreement.
- 1.6. Calls that have been disconnected / abandoned before being connected to the therapist will not be called back by the therapist or anyone at Mpower.
- 1.7. Weekly reports will be provided stating number of calls received and the qualitative analysis of the calls. No personal data of the caller will be shared with KGiSL.

2. OUTBOUND CALL SERVICE

- 2.1. Mpower agrees to call from its helpline and counsel over call the students above 18 years of age and employees as per list provided by KGISL containing names, telephone numbers and other required details of the students.
- 2.2. The duration of each outbound call to the students and employees will be maximum up to 20 minutes per Beneficiary.
- 2.3. KGISL agrees that this call Service shall be available to the beneficiaries subject to "terms and conditions" and "privacy policy" available at www.mpower1on1.abet.co.in, as revised from time to time. KGISL confirms its acceptance to the said terms and conditions and Privacy Policies for outbound calls from Helpline services to its Beneficiaries.
- 2.4. KGISL agrees that all outbound calls to its students and employees shall be recorded at the helpline for quality and training purposes and the Call records could be available with Mpower for a period of 1 year.
- 2.5. The counsellor will take verbal consent from the student or employee at the beginning of the call with the opening sentence "We are calling from Mpower, on request from KGISL Educational Institution, to enquire about your well-being. Please confirm that I have your consent to go ahead with this call. I would like to inform you that this call will be recorded for training and quality purposes. We record your agreement to the terms and conditions at www.mpower1on1.abet.co.in"
- 2.6. KGISL agrees that Outbound calls shall not be possible without an express consent from the concerned beneficiaries and KGISL agrees not to claim any deficiency in service or in any way hold Mpower liable, responsible or accountable for its inability to provide outbound calls due to non-receipt of express consent as per clause 2.5 above.
- 2.7. KGISL agrees that outbound Calls not attended by the beneficiaries continuously for 2 times shall be deemed to be completed.
- 2.8. KGISL agrees that 900 outbound calls will be made in the period of 1 month. If Mpower completes this task before the end of the contract, the number will be increased based on feasibility

3. **WEBINAR**

- 3.1 One orientation webinar for college students and one orientation webinar for employees shall be conducted at the launch of the helpline. The webinar shall be of sixty minutes each and will be conducted on an online platform mutually agreed upon by both parties.
- 3.2 Webinar mentioned above shall be conducted online as per schedule, dates and timings as agreed between the parties at least 7 days in advance.
- 3.3 All arrangements for the Webinar including but not limited to Online platform, participation of beneficiaries, facilitating their presence in the webinar and permissions, if any, required for conduct of the webinar, shall be the responsibility of KGISL.
- 3.4 Mpower's responsibility shall be only to make available a psychologist / Counsellor to deliver the lecture on the applicable topics and address queries of the Beneficiaries attending the Webinar.
- 3.5 Webinars, as predefined shall not be rescheduled without valid reason. Changes to schedule will not be entertained 7 days or less leading to the predefined date. If either Party has a valid reason for canceling the Webinar, a second mutually acceptable date will be agreed by and between the Parties. If no such date can be agreed between the Parties, Mpower shall be eligible not to conduct the said Webinar. **Mpower** shall have

the right to cancel a scheduled Webinar on account of the occurrence of any unforeseen circumstance including any acts of God, fire, floods, acts of public authorities, delays or default caused by common carriers, serious illness of any Psychologist / Counsellor who intends to conduct the Webinar or any other events outside the control of **Mpower**.

- 3.6 The information provided by MPower Psychologist during the Webinar shall be only for informational purposes and the Beneficiaries may act on the basis of the said information absolutely in their own responsibility, after due verification at their end. Mpower disclaims any and all liabilities on account of any use of such information by the Webinar Participants or any third party or for any matter arising out of or connected with the conduct of the Webinars.
- 3.7 All material discussed or viewed during the Session(s) shall remain the intellectual property of MPower and neither KGiSL nor beneficiaries nor their employees, agents, or representatives shall have the right to use, disseminate or distribute any such material without the prior written consent of MPower.
 - 3.7.1. Mpower does not permit recording of any of its helpline / chat Service/ outbound calls/webinar by Callers and beneficiaries. KGiSL shall ensure that Beneficiaries shall not record the proceedings of the Calls / online Chat service nor the calls or chat sessions recorded shall be shared or disseminated by the beneficiary or by his / her relatives / other contacts to any third person or through social media.
 - 3.7.2. Services under this AGREEMENT is only for the Beneficiaries (i.e. 6000 students and employees of KGiSL) as defined in this Agreement. It shall be the sole responsibility of the KGiSL to monitor and ensure that only beneficiaries avail the Services of Mpower and no other person avails the Services. Mpower shall not be liable for any deficiency in service or any other matters or liabilities whatsoever, if Services are availed by any unauthorized persons.
 - 3.7.3. KGiSL agrees that all the reports, records, data, information, call and chat records and any other data or information provided by the Beneficiaries related to the Services Provided to them by Mpower, shall be solely the Property of Mpower and Mpower shall be eligible to retain them as per the statutory requirements or for the purpose of providing further services to Beneficiaries, whether in association with KGiSL or otherwise, as per the requirements at Mpower.

Schedule “2”

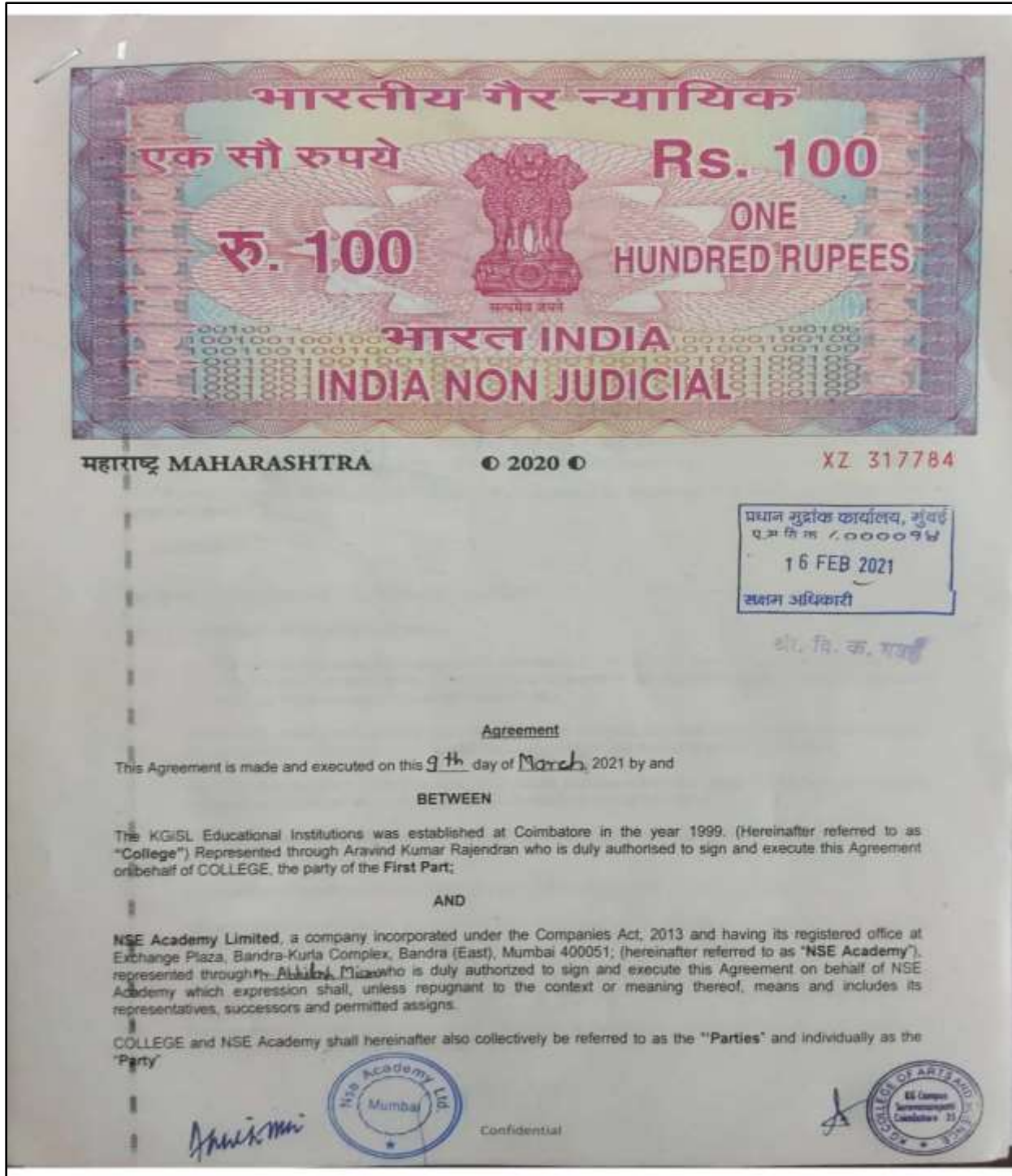
Fees:

1. In Consideration of the Services under this AGREEMENT, Mpower shall be eligible to receive following Fees from KGiSL:

Service	Fees
Access to Helpline / Chat Service of Mpower 1 on 1 Helpline + Orientation webinars for students and employees for one month	INR 1,60,000/- (Rupees One Lac Sixty Thousand Only) plus taxes

2. The payment schedule for the above fee is as follows –
50% on receipt of the invoice immediately after execution of this agreement
25% on day 16
25% on day 31
The Fee once received is non-refundable.
3. The Fees mentioned above are exclusive of GST or any other taxes and levies. Applicable GST / taxes / levies shall be payable by KGiSL over and above the above Fees.
4. KGiSL shall pay the Fees on a timely basis. Without Prejudice to any other rights, remedies or recourses available to Mpower, Mpower shall be eligible to interest @ 18% P.A. for all delayed Payments and shall also be eligible to keep the Services Suspended until all due amounts are paid by KGiSL.

NSE Academy Limited



WHEREAS,

1. The KGISL Educational Institutions was established at Coimbatore in the year 1999 by KGISL Educational Trust.
2. NSE Academy Limited a wholly owned subsidiary of National Stock Exchange of India Limited (NSE) which carries out a number of educational initiatives such as certification programs, investor seminars, development of educational materials on financial markets etc. NSE Academy promotes financial literacy and skill oriented financial markets courses. NSE Academy has also introduced an online examination system for testing and certification called NSE Academy's Certification in Financial Markets (hereinafter called as NCFM).
3. College and NSE Academy have evolved a new academic discipline in financial markets management by offering specific courses to the Students. The College and NSE Academy are putting the broad terms of the collaboration into an Agreement.
4. The parties of the First and Second parts have appreciated each other's objectives in promoting excellence in education in common area of interest and are desirous of entering into an Agreement for the aforesaid purpose.

Now, therefore, in consideration of the foregoing and the mutual covenants set forth herein, the Parties hereto agree as follows:

1. DEFINITIONS

The following expressions shall have the following meanings:

1.1 "Confidential information" means

- any of a party's proprietary technology and/or software in all versions and forms of expression, whether or not the same has been patented or the copyright thereto registered, is the subject of a pending patent or registration application, or forms the basis for a patentable invention;
 - any manuals, notes, documentation, technical information, drawings, diagrams, specifications, or formulas which are not intended for distribution to or use by end-users or know-how related to any of the foregoing;
 - any information regarding current or proposed products, customers, contracts, business methods, financial data or marketing data which are not intended for distribution to or use by end-users;
 - any other written information that is clearly marked or designated as confidential or proprietary by such party; and
 - Any unwritten information that is identified by such party as confidential at the time of disclosure.
 - Without prejudice to the above, any information exchanged between the Parties during the subsistence of this Agreement for the purposes of this Agreement.
- 1.2 "NSMART" is NSE Academy's trading simulator. It is an application that simulates market trading and reproduces features of a live equity/derivative/currency derivative market on trading terminals for its users to practice and learn trading securities without financial risk.
- 1.3 "Programme(s)/Course(s)/course" means the courses enlisted under Annexure 2 and 3 of this Agreement that will be offered by the College to the Students.

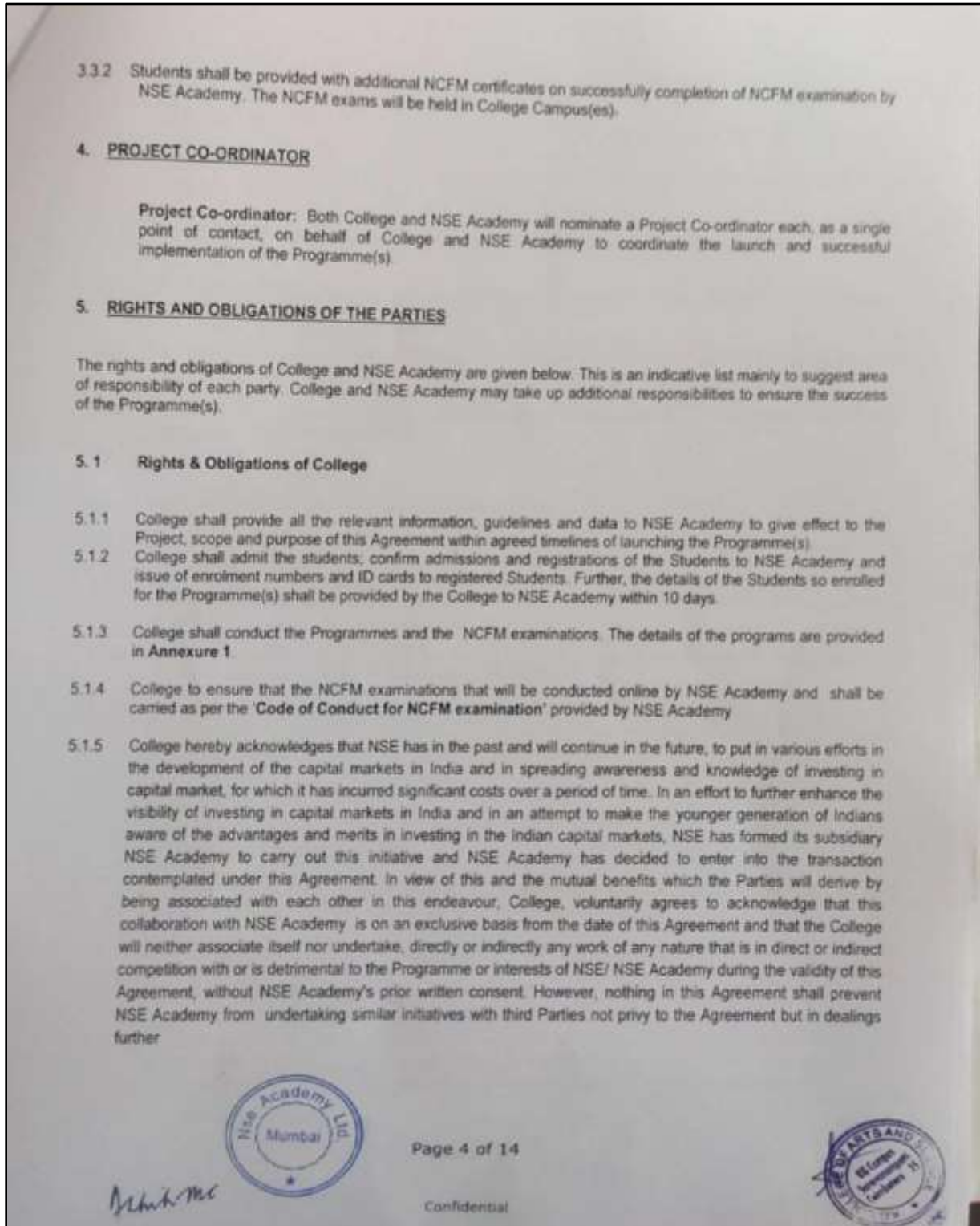


Page 2 of 14

Confidential

Signature





5.2 Rights & Obligations of NSE Academy:

- 5.2.1 NSE Academy shall provide the Materials to College in order to enable College to distribute to the Students. The NSE Academy Materials may be updated by NSE Academy from time to time.
- 5.2.2 NSE Academy shall provide training and expertise for its NSE Academy Material which are included in the said Programme as specified by the College.
- 5.2.3 NSE Academy shall be entitled to receive fees which are mutually decided by both the parties.
- 5.2.4 NSE Academy may provide contents in digital/ printed format or may use relevant software of the third parties to deliver the NSE Academy Materials, wherever required.
- 5.2.5 NSE Academy may provide panel of competent financial market professionals as guest / visiting faculty, whose services may be utilized directly by College on payment of mutually agreed fees as specified by the College.
- 5.2.6 NSE Academy reserves the right to conduct inspection, surprise visit etc. in College to ensure teaching standards and quality are maintained.

5.3 Joint Rights and Obligations of College & NSE Academy

- 5.3.1 NSE Academy and College may organize informative seminars, road shows etc. to popularize the Programme(s). They may undertake jointly or standalone such activities which are incidental to the successful implementation of the Programme(s). Both the Parties shall each provide appropriate staff for providing administration and marketing of the programme(s). The Expenses for the same shall borne as mutually decided by the Parties.
- 5.3.2 College shall facilitate NSE Academy for carrying out audit to ensure teaching standards and quality are maintained as per laid down norms and procedures from time to time.
- 5.3.3 Since financial markets are dynamic in nature, NSE Academy reserves the right to update the curriculum of NSE Academy papers in line with the industry trends, College will ensure academic updating of the curriculum by completing necessary administrative formalities with relevant authorities.
- 5.3.4 College shall depute invigilator for NSE Academy to conducting online NCFM exams.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 Neither party during the course of performance of this Agreement desire nor intend to transfer any intellectual property rights whatsoever with respect to any information that is proprietary.
- 6.2 College shall take prior written consent and approval from NSE Academy before using or displaying NSE Academy's name or logo in any form whatsoever, including in any form of communication, advertisement, publicity material, on their website/webpage, brochures, etc.
- 6.3 The Parties acknowledge that they will not acquire any right, title, or interest in either party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other intellectual property owned or developed by either party.



Page 5 of 14

Confidential



6.4 All right, title and interest in and to all intellectual property in the NSE Academy Materials including NSMART shall vest with NSE Academy. College shall not use the NSE Academy Materials except to the extent as specified under this Agreement and shall not share NSE Academy Materials with any third party. Further, it is clarified that NSE Academy will be using NSE Academy Materials for distribution at its discretion pursuant to any arrangement with any other institution or third party within or outside India.

7 **Usage of NSE Academy Materials**

7.2 Subject to the terms and conditions of this Agreement, NSE Academy hereby grants to the Students during the Term of this Agreement, a non-exclusive, non-transferable, limited and personal right to use the NSMART and other content at the Knowledge Center only during the term of this Agreement. At the end of the Term or early termination of the Agreement, the grant of right to use such Materials will expire automatically and with immediate effect. The terms and conditions of the right to use the Materials shall be governed by the provisions as mentioned here under this Agreement.

7.3 The grant of right to use the NSE Academy Materials is for the Student's internal and non-commercial use thereafter.

7.4 College acknowledges and accepts the NSE Academy's representation that NSE Academy has the title and ownership of the Materials provided by it.

7.5 This right to use the Materials by the College the Students does not convey any proprietary interest / ownership in such Material in favor of the College and the Students in any manner whatsoever.

7.6 The College and the Students shall not use the Materials or any information obtained or derived from the Materials for any other business /commercial gain by creating a computer program or through any other mode/means to compete with the Materials.

7.7 Except as may be permitted by applicable Law, the Students shall not attempt to decompile, disassemble, alter, amend or reverse engineer the Materials in any manner whatsoever.

7.8 The College, and/or the Students acknowledges that Materials are commercially valuable proprietary product of NSE Academy and has involved expenditure of substantial amounts of money, which affords a commercial advantage over its competitors, and that loss of this competitive advantage due to unauthorized use or disclosure of the proprietary information would cause great injury or harm and irreparable loss to the NSE Academy.

7.9 The grant of use the Materials provided in this Agreement does not in any way imply that the College, Affiliate College and/or the Students have the right to receive, or that NSE Academy has any obligation to provide, any technical or maintenance support for any other product procured by the College for their purposes unless otherwise expressly agreed upon.

7.10 The College acknowledges that it will adhere to the Brand Guidelines, General Advertising Policy and General Code of Conduct of NSE Academy.



Page 6 of 14

Confidential



8 **VALIDITY AND RENEWAL**

The Agreement shall be deemed to have come into effect from the date of signing the agreement i.e. from _____ and shall continue to be operative for a period of 3 years and can be renewed further on mutually agreeable terms and condition of both the Parties.

9 **TERMINATION**

- 8.1 This Agreement may be terminated (i) by mutual consent of the Parties by giving a 90 days notice period or (ii) immediately by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement and is unable to cure it within 30 days after receiving a written notice; or (iii) immediately if College ceases to be an College or is in violation of any applicable laws.
- 8.2 This Agreement may be terminated at any time by either party with 90 days written notice to the other without assigning any reason whatsoever.
- 8.3 Any termination under the above clauses shall not affect the rights and obligations of the Parties accrued prior to termination and the Parties shall be entitled to exercise their rights and be obliged to fulfill their obligations under this Agreement which had arisen prior to such termination.
- 8.4 In the larger interest of the students' future at stake, any termination of this Agreement, will not relieve the parties of their obligations specified in this Agreement for a period of three years after such termination or till the enrolled Students complete their respective course; whichever is earlier; provided the Students clear their examinations, clear all financial transactions and continue to fulfil the norms of the College and NSE Academy.
- 8.5 Notwithstanding any termination or expiration of this Agreement, the rights and obligations under clauses 'Confidentiality', 'Intellectual Property Rights', 'Indemnity' and 'Representations and Warranties' shall survive and continue and shall bind the parties and their legal representatives, successors and assigns.

10 **AMENDMENT**

No Amendment for change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the Parties hereto.

11 **NO LIABILITY OR AUTHORITY**

- 11.1 Nothing in this Agreement shall give either Party any rights to use any trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorised by the later in writing.
- 11.2 Neither party shall be liable to the other for special, indirect or consequential losses or damages incurred or suffered by the other party arising as a result of or arising out of this Agreement whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages.



Handwritten signature

12 FURTHER ACTS AND ASSURANCES

Each of the Parties agrees to execute and deliver all such further instruments and to do and -perform all such further acts and things, as shall be necessary and required to carry out the provisions of this Agreement.

13 MATTERS NOT PROVIDED IN

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein the Parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

14 GOVERNING LAW

This Agreement shall in all respects be governed by and construed in accordance with the laws of India as applicable from time to time.

15 DISPUTE AND JURISDICTION

14.1 If any dispute of difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement, NSE Academy and College shall attempt for a period of 30 days after receipt of notice by the other Party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.

14.2 All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by either of the Party under this Agreement or of any matter whatsoever arising under this Agreement which have not been mutually settled shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Mumbai. The provisions of this clause shall survive the termination of this Agreement.

16 FORCE MAJEURE

If the performance of any obligations by any party as specified in this Agreement is prevented, restricted, delayed or interfered by reason of force majeure then notwithstanding anything hereinbefore contained, the Party affected shall be excused from its performance to the extent such performance relates to such prevention, restriction, delay or interference and provided the Party so affected uses its best efforts to remove such cause of non-performance and when removed the Party shall continue performance with utmost urgency. For the purpose of this Article "Force Majeure" means and includes fire, explosion, Pandemic, Epidemic, cyclone, floods, war, revolution, blockage or embargo, any law, order, demands or requirements of any Government or statutory authority, strikes, which are not instigated for the purpose of avoiding obligations herein or any other circumstances beyond the control of the Party affected.

17 NO PARTNERSHIP

Nothing in this agreement shall be deemed to neither constitute or create an association trust, partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.



Handwritten signature

18 ASSIGNMENT

College shall not assign or otherwise transfer the rights and obligations contemplated under this Agreement without the prior written consent of NSE Academy.

19 CONFIDENTIALITY

18.1 Both the Parties agree to maintain confidentiality of this Agreement and all Confidential Information shared with each other or which comes to their knowledge under or as a result of this Agreement and shall not divulge such information to any third party under any circumstances whatsoever, (except to their own employees and that too only to those employees who need to know the same and to such other persons as required under this agreement), without prior written consent of the other party. The confidentiality obligation under this clause shall not apply to information that:

- 18.1.1 is available in public domain; or becomes so at a future date (otherwise than as a result of a breach of this clause); or
- 18.1.2 which is trivial or obvious, or
- 18.1.3 which the receiving party already had in its possession before the date of signing of this Agreement; or
- 18.1.4 Which the receiving party acquires from a third party and is entitled to disclose it or
- 18.1.5 which was independently developed by or on behalf of the receiving party without use of, reference to or reliance on any Confidential Information of the other party; or
- 18.1.6 Is disclosed pursuant to any requirement of law.
- 18.1.7 In the event of any of the Parties becoming legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party so as to enable the other Party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the Party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.
- 18.1.8 The confidentiality obligation under this clause shall survive the termination or expiration of this Agreement for a period of 2 years.

20 SEVERABILITY

Any law restraining the validity and enforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement, and shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect unless the invalid of unenforceable provision comprises an integral part of or otherwise inseparable from the remaining agreement. In such a case, the Parties to this Agreement shall attempt to agree on a provision that is valid and enforceable and similar to the original provision.

21 INDEMNIFICATION AND LIMITAION OF LIABILITY

20.1 College shall indemnify NSE Academy and hold NSE Academy harmless from and against any direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claims, actions or proceedings (collectively, "Losses") which may be incurred, made against or suffered by NSE Academy, its directors, officers, agents or employees arising directly out of or in connection with or as a consequence of (i) the non-performance of the obligations of the College as detailed herein, (ii) any material breach of any representations, warranties



Signature

25 COUNTERPARTS

This Agreement may be executed by both Parties hereto in two counterparts, each of which when executed shall be deemed to be an original, but both of which taken together shall constitute one and the same Agreement.

26 NOTICES

Any notice approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered post with postage fully paid or transmitted by fax to the address specified below or to such other addresses as may, from time to time be given by each Party to the other in writing and in the manner herein before provided to:

For COLLEGE

KGISL Educational Institutions
KGISL Campus, 365, Thudiyalur Road,
Saravanampatti,
Coimbatore-641035

For NSE Academy Ltd.


The Chief Manager,
NSE Academy Ltd.
National Stock Exchange of India Limited (NSE)
Old Door No - 7; New No - 2,
Murugappa Road, Nawab Garden,
Kotturpuram, Chennai-600 085.

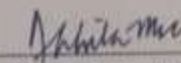
Or such other address as the parties may from time to time designate in writing.

IN WITNESS WHEREOF, the parties sign this agreement and set their seals the date and year first above written.

For COLLEGE

For NSE Academy Ltd.


Aravind Digneshwar
CEO


ASHILASH MISRA
CHIEF EXECUTIVE OFFICER



Witness:





Annexure 1

Activities through Knowledge Centre for financial markets at KGISL Educational Institution.

General Terms:

- These programs shall be marketed by KGISL to their audience in accordance with NSE Academy's branding guidelines.
- The Course Fees shall be collected by NSE Academy
- The delivery of the program shall be carried out by NSE Academy via the Knowledge Center.
- NSE Academy shall provide the Course curriculum and Content for the Courses
- Examination / Assessment shall be conducted at the Knowledge Centre established at KGISL Educational Institutions
- Certificate shall be issued by NSE Academy jointly with the College
- KGISL Educational Institutions shall provide all necessary physical infrastructure for the Courses to establish the knowledge Center.
- KGISL Educational Institutions shall be entitled to receive mutually agreed share of course fees. These courses shall be marketed by KGISL Educational Institutions to external third party students. This will be decided case by case basis based on the roles and responsibilities.

The following are broad prime program types for students, working professional / Executives through Knowledge Centre of NSE Academy at KGISL Educational Institutions.

- Short Term Programs (MDP):

A team of faculty from NSE Academy, from diverse business disciplines, provides knowledge in core business areas of finance, strategy, leadership, organizational dynamics, and globalization. These programs provide the springboard for longer learning programs.

- Long Term Programs (LDP):

These programs are generally of longer term duration going up to a year and in some cases up to two years. Every aspect of a customized program – from classroom activities to project assignments and social events – is tailored to optimize learning and maximize the developmental experience.

- Custom Design Programs:

NSE Academy works one on one with businesses to create high-impact learning experiences that are tailored to the needs of each firm. Each customized program has one primary goal to develop leaders who can make an impactful difference.

- Global Collaboration:

By design, programs foster strong engagement and collaboration between our global community of university & executives. Our unique online and live program bring learning and the traditional on-campus experience together on a web-based platform NSE knowledge HUB. Our programs engage faculty from some of the world's greatest institutions.



• **NSE Knowledge Hub:**

It is AI First and Mobile First Learning Experience platform that helps continuously build and measure the skills of students need next, so they can keep moving in the right direction. This is developed understanding the evolution of learning and development from a formal mode of learning to informal and social learning powered by AI and ML technology.

Annexure 2

Program: 1

Name of the Program: Certification course on Financial Markets
Total Duration: 80 hours
Course Fees: Rs. 4000 (Rs. Four thousand only) (Inclusive of taxes)
Maximum number of Students per batch: 100
Assessment: Multiple choice question exam. It will be conducted by NSE Academy
Certificate: Joint certificate by NSE Academy and College
Delivery of the program: NSE Academy through its affiliated trainers shall deliver the certification course at the KGISL campus for their students

Curriculum of the program*:

- Financial Markets
- Financial Derivatives
- Stock Market Analysis
- Wealth Management

*Communication skills session will be added additionally through self-learning mode.



Amma 11/2

Annexure 3

Other programs:

Course Fees: shall be decided mutually

Assessment: Multiple choice question exam. It will be conducted by NSE Academy

Certificate: Joint certificate by NSE Academy and College

Delivery of the program: NSE Academy through its affiliated trainers shall deliver the certification course at the KGISL campus for their students

Courses Abbreviation	Course Name*	Duration in Hours	To be offered to	Min Students Per Batch
PGCPFS	Postgraduate Certification program in financial services	230	Students	30
PGPDS	PG Programme in Data Science (Financial Services)	230	Students	30
Certificate Program	Certificate Program Data Science	30	UG / PG students	50
Certificate Program	Financial Markets and Services	30	UG / PG students	50
Certificate Program	Banking Fundamentals	30	UG / PG students	50
Certificate Program	Insurance and Risk Management	30	UG / PG students	50
Certificate Program	Mutual Funds	20	UG / PG students	50
Certificate Program	Wealth Management	50	PG students	50
Certificate Program	Financial Derivatives(Equity, Index, Currency and Commodity)	30	UG / PG students	50
Certificate Program	Machine Learning	40	UG / PG students	50
Certificate Program	Big Data Architecture	40	UG / PG students	50
Certificate Program	Block Chain Management	40	UG / PG students	50
Certificate Program	Digital Marketing of Financial Products	30	PG students	50
Certificate Program	Fintech	40	UG / PG students	50
Certificate Program	Financial Modelling	30	UG / PG students	50
Certificate Program	MS Excel for Managers	25	UG / PG students	50

*All the above modules are recommended modules, which can be customized as per requirements.



MSME Technology Development Center

Page 1

MEMORANDUM OF UNDERSTANDING

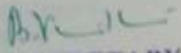
This Memorandum of Understanding (MoU) is entered into on this day of 27th January, 2021, between **KG College of Arts and Science (Regd.)**, having its administrative office at KG College of Arts and Science, KGISL Campus, 365, Thudiyalur road, Saravanampatti, Coimbatore - 641035. (Hereinafter referred to as KGCAS) which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest and permitted assigns, represented Dr.B.Vanitha, Secretary of KGCAS

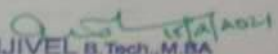
And

MSME (Ministry of Micro, Small and Medium Enterprises) Technology Development Centre, 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, **KG College of Arts and Science (KGCAS)** was started in the year 2005 with the intent to provide quality education at the undergraduate level and post-graduate level, focusing primarily on meeting the talent requirements of the domestic and global IT and IT-enabled service providers. The College is an ISO 9001:2008 certified institution, accredited by NAAC in the academic year 2016-2017, and It is affiliated to Bharathiar University (hereinafter referred to as the College)

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


SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGISLCampus, Saravanampatty
Coimbatore - 641 035.


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

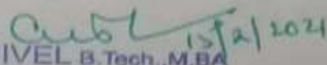
Page 2

Whereas the KG College 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 whereas MSME TDC has also agreed to conduct the said certification course for students of the College.

Now, therefore, both the parties have agreed mutually for conducting the said certification course 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 KG College of Arts and science 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 (KGCAS & 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.
5. The course fee per participant for the certification course titled "**As per Annexure I**". The fees shall not be refundable.



SECRET
 COLLEGE OF ARTS AND SCIENCE
 SL Campus, Sainthunampatty
 Coimbatore - 641 035.


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

Page 3

6. The College shall arrange to remit the entire fee payment of 100% of a 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 mentors 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**.

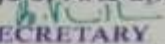

SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
KGISL Campus, Saravanampatty
Coimbatore - 641 035.



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


Page 4

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 years 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.

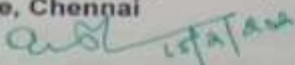
Either Party hereby agrees to indemnify the Other Party and its properties duly from and against all actions, demands, proceedings, prosecutions attachment and the like arising out of this memorandum of understanding.

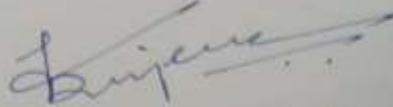
For and on behalf of
KG College of Arts and Science

 SECRETARY
 KG COLLEGE OF ARTS AND SCIENCE
 KGISL Campus, Saravanampatty
 Coimbatore - 641 035.
WITNESSES:

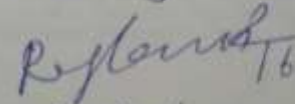
1. 
 (Dr. J. Rajinikanth)
 PRINCIPAL

2. 
 (Dr. J. R. Rajan)
 HOD, R.C.A.

For and on behalf of
**MSM Technology Development
 Centre, Chennai**



1. 
 R. SESH KUMAR P
 Training Co-ordinator

2. 
 16-2-2021
 R. AZHAGAN MARY
 Training Co-ordinator

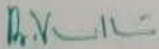
Page 5


Objectives & Structure:

1. MSME TDC to educate KGCAS students on Courses defined as per the **Annexure I**. Course outline, duration of As per Annexure I at KG College classroom.
2. KGCAS 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 : Guindy
IFSC Code : SBIN0000956
5. Total no. of Batches: will be define in 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. KGCAS to ensure that their lab is equipped with necessary infrastructure and software.
10. KGCAS to ensure that students have full attendance during the training session.KGCAS 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.


SECRETARY
 KG COLLEGE OF ARTS AND SCIENCE
 KGISL Campus, Saravanampatty
 Coimbatore - 641 035.


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

Page 6


- 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 to 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.

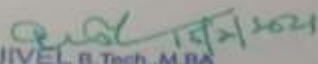
Confidentiality

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 by 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 & KGCAS 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 here in. 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.


 SECRETARY
 KG COLLEGE OF ARTS AND SCIENCE
 KGISLCampus, Saravanampatty
 Coimbatore - 641 035.


 A. KOLANJIVEL B.Tech., M.B.A
 Asst. Director (T)
 MSME-Technology Development Centre
 (DTI-Govt. of India Autonomous bodies)
 25/1, GST Road, Guindy, Chennai - 32.

Page 7

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 here under 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 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, its 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.


SECRETARY
 KG COLLEGE OF ARTS AND SCIENCE
 KGISL Campus, Saravanampatty
 Coimbatore - 641 035.


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.

Page 8
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

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

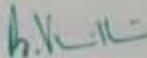
MSME Technical Development Center

KG College of Arts and Science


Name: A. Kolanjivel

Title: Asst. Director

Date: 15/2/2021

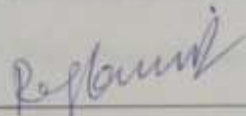

Name: Dr. B. Vanitha

Title: Secretary

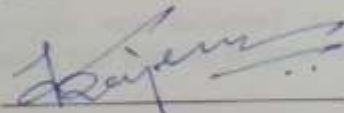
Date: 27.1.2021



WITNESS 1

By 
Name R. Azhagu Mani
Title Training - Co-ordinator
Date 16/2/2021

WITNESS 2

By 
Name Ragesh Kumar P
Title Training Coordinator
Date 27/1/2021

Sardar Vallabhbhai Patel International School of Textiles and Business Management



தமிழ்நாடு தமில்நாடு TAMILNADU

BB 784791

11.1.2021
le 4 College of
Arts & Science

சா. க. காசிணி
சா. க. காசிணி
20057/01/95-2
சா. க. காசிணி
19894049349



MEMORANDUM OF UNDERSTANDING (MoU)

SARDAR VALLABHBHAI PATEL INTERNATIONAL SCHOOL OF TEXTILES & MANAGEMENT (SVPISM)

And

KG COLLEGE OF ARTS AND SCIENCE (KGCAS)

RECITALS:

Between

Sardar Vallabhbhai Patel International School of Textiles & Management, Coimbatore is a national level autonomous institute under the Ministry of Textiles, Government of India, having its registered office at 1483, Avanashi Road, Peelamedu, Coimbatore -641004, Tamilnadu hereinafter referred to as "SVPISM" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and permitted assigns)

[Signature]
On behalf of SVPISM

[Signature]
On behalf of KGCAS



SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035

And

The KG College of Arts and Science, Coimbatore is affiliated to Bharathiar University, Accredited by NAAC, run by KGiSL trust, having its address at 365, KGiSL Campus, Saravanampatty, Coimbatore 641035, Tamilnadu, India hereafter referred to as KGCAS

INTRODUCTION:

The goals of this MoU is to encourage cooperation between the two institutes/ organization in the work area identified and to recognize the development and specifications made by the participants.

Each organization operates according to its own respective rules and procedures. The parties desire through this MoU to establish specific guidelines regarding the sharing of documents and the participation by observers in certain meetings.

The agencies/ institutes/ organization shall exchange, upon request, mutually desired information on relevant work programs in the identified work areas.

If either agency makes reference to the specifications of the other agency, such reference should follow the other agency's published policies regarding the same.

ROLE OF PARTIES:

KG COLLEGE OF ARTS AND SCIENCE (KGCAS)

- Will coordinate with SVPISTM in framing and updating periodically the curriculum and syllabus for various textile related courses.
- Will facilitate access to the facilities of its members to the SVPISTM faculty and students for the purposes of practical knowledge in general and study of specific issue in particular that may be identified.
- Will share its database on textile industry with SVPISTM for purpose of academic interest in general and as may be required for specific studies taken up by mutual agreement.
- Will facilitate students of SVPISTM in doing their project works with KGCAS or any of its members.



2

A.L.IL
19/1/21

SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035

- Will facilitate students of SVPISTM taking training programmes with its members as part of the curriculum.
- Will provide practical training to the SVPISTM students.

SARDAR VALLABHBHAI PATEL INTERNATIONAL SCHOOL OF TEXTILES & MANAGEMENT (SVPISTM)

- May work jointly on research projects with KGCAS, the nature of sharing of roles and responsibilities as would be specific to each research project.
- Will conduct short term programmes for employees of their members in specific area of textiles and management as may be identified by mutual discussions.
- Will offer access to its library to the members of KGCAS at a nominal cost as may be agreed.
- Will conduct market surveys, project feasibility studies and such other studies which will be of benefit to members of KGCAS.
- Will offer its consultancy services in the field of textiles, technical textiles, management and allied discipline.

Sharing of knowledge & Confidentiality

Both the parties should be transparent in sharing of knowledge between them. However, necessary confidentiality should be maintained for intellectual property when providing consultancy to the third party.

General Considerations

- The parties would meet once in a quarter to review the progress or more when there is a specific need.
- This MoU supersedes all prior discussions and constitutes the entire MoU between the parties with respect to the subject matter hereof.
- Neither party acquires any intellectual or industrial property rights under the MoU or through any disclosure hereunder except where expressly stated in this MoU.
- No license to any patent, trade mark, copyright or other proprietary right is granted under this MoU or through any disclosure hereunder except where expressly stated in this MoU or the normal operation of the organization's respective policies and procedures.
- Nothing contained herein shall be deemed to obligate either party to incorporate the materials presented by the other party.

[Handwritten Signature]
19/1/21



3

[Handwritten Signature]
19/1/21

SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035

- It is expressly declared that this MoU and the relationships between the parties established hereby does not constitute a partnership, joint venture, agency or contract of employment between them.

Liabilities

None of the parties shall be liable for any claim made directly or indirectly through a third party, by the other party for the losses or damages occurred while working on this joint program.

Terms and Termination

This Agreement / MoU shall come into force on the Effective Date and shall, subject to termination hereunder, remain in force for a period of Three (3) years from the Effective date. This MoU may be terminated by either party upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the partners have caused this MoU to be executed by their respective duly authorized representative as of the date mentioned.

KGCAS

Name: *B. Vanitha*
Signature: *B. Vanitha*
Seal :

SECRETARY
KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035

Date: *19.01.2021*

Witness: *Rell...*
(Dr. J. RATHINAMALA) (19/1/2021)
PRINCIPAL
KG COLLEGE OF ARTS AND SCIENCE
COIMBATORE - 641 035.

SVPISTM

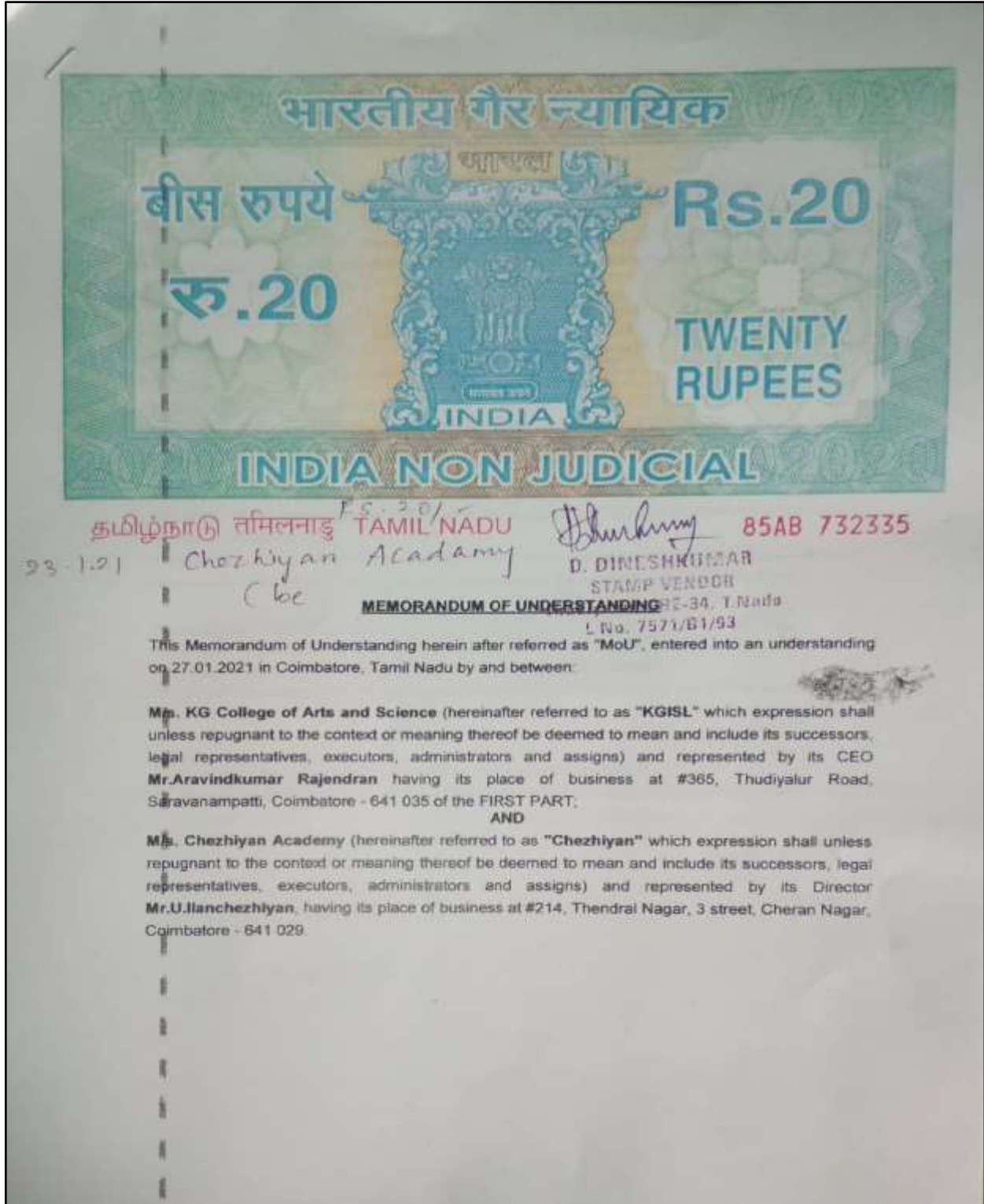
Name: *P. ANI ZANI*
Signature: *[Signature]*
Seal:



Date: *19.01.2021*

Witness: *M. V...*
Dr. M. Venkateshwarani

Chezhiyan Academy



Page...2

Whereas the KGISL has proposed Chezhiyan Academy to conduct **Foundation Coaching Programme for CA and CMA** for the students of **KG College of Arts and Science** or/any students referred by KGISL and Chezhiyan Academy has agreed to conduct the said programme and the dates will be determined by BOTH THE PARTIES and whereas both the parties have agreed to abide by the terms and conditions as set hereunder:

Academic Year : 2020-2021
Financials : For a minimum of 50 Students
Training Level : Foundation – CA (Chartered Accountant)
Fee : Rs. 12,000/- (Inclusive of all taxes)

Academic Year : 2020-2021
Financials : For a minimum of 50 Students
Training Level : Foundation – CMA (Certified Management Accountant)
Fee : Rs. 10,500/- (Inclusive of all taxes)

Services:

We share the common vision of empowering the students by imparting Professional skill sets and increasing Professionals.

To achieve our common goal M/s. **KG College of Arts and Science** and **Chezhiyan Academy** would collaborate on the following framework to execute the students' professional training.

Roles of Chezhiyan Academy

1. To provide professional training classes for the committed number of students.
2. To provide qualified faculty for delivering lecture of individual subject.
3. To provide professional training classes for the committed level of CA and CMA Foundation for students.
4. To complete the full syllabus within the prescribed time along with 8 mock tests.
5. To provide job assistance.
6. To provide flexible structure according to the conduct of the KGISL.
7. To maintain the attendance records of the students and intimate the same to the KGISL.

Contd...3

Page...3

Chezhiyan Academy Professional Training Programme Details		
Features	Foundation - CA	Foundation - CMA
No. of Hours	170 Hrs	170 Hrs
Material	4 Books	4 Books
Mock Test	Twice in a month on completion of substantial portions	Twice in a month on completion of substantial portions
Revision	2	2
Special session	1	1
Training methodology	White Board and Marker	White Board and Marker

Roles of M/s. KG College of Arts and Science

The schedule and details of training to be shared with KG College of Arts and Science

1. To provide required infrastructure for conducting classes in campus.
2. To provide frequent monitoring on students attendance.
3. To allow students regularly to attend the professional training classes as per the schedule and recommend the students to attend 8 mock tests compulsorily.
4. The institution reserves the rights to cancel the MoU if it is dissatisfied with the training.

Payment Terms

M/s. KG College of Arts and Science will Pay:

1. First 30% payment within 2 weeks after the commencement of the classes.
2. Next 30% after the completion of 50% of the duration hours.
3. The remaining 40% within a week after the completion of the training class.
4. M/s KG College of Arts and Science shall take responsibility to collect the entire course fee from the student and handover to Chezhiyan Academy.
5. The payment will be made through cheque / DD in favor of U. ILANCHEZHIAN

Representation and Warranties

Each Party represents and warrants to the other as follows:

1. It shall during the term of this Agreement comply with all applicable laws, regulations, and regulatory requirements and codes of practice in carrying out its obligations under this Agreement and in all matters relating hereto, and shall not knowingly do anything or procure or permit anything to be done which might cause or otherwise result in a breach by the other Party of the same.
2. There is no litigation, claims, actions or governmental investigations of any nature pending against it and it has not received notice of any such legal proceeding, claim, action or governmental investigation against it nor has it any knowledge of any such threatened proceedings, claim, action or governmental investigation, which relates in any manner to this Agreement or the transactions contemplated hereby or which could adversely impact its ability to perform this Agreement;

Contd...4

Page...4

Each Party undertakes:

1. To co-operate fully with the other, and with the other's employees, agents and contractors, with a view to facilitating and enhancing the Parties' performance of their respective obligations hereunder;
2. Not to use, publish or disclose any information or materials produced or supplied by the other Party hereunder, without the other Party's prior written consent, for any purposes other than those contemplated under this Agreement; and
3. To promptly inform the other Party of any claims or complaints of which the informing Party becomes aware relating to the other Party or its activities in connection with its performance under this Agreement.

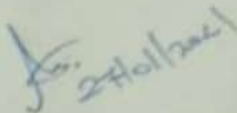
Renewal of Memorandum of Understanding

On the expiry of the Term, this MoU may be renewed by signing a fresh agreement upon mutually agreeable terms and conditions.

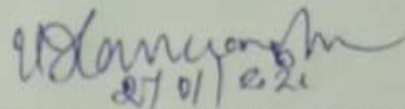
In witness whereof, the parties hereto, through their authorized representatives, have executed this "MoU" as on the date, month and the year first above written.

For and on behalf of
M/s. KG College of Arts and Science

For and on behalf of
M/s. Chezhiyan Academy



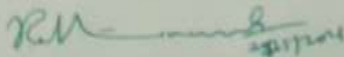
Mr. ARAVINDKUMAR RAJENDRAN - CEO



Dr. U. ILANCHEZHIAN - Director

Witness

1. Dr. J. Rathinamala (PRINCIPAL)



2. Dr. J. K. Bharath
(Head, Department of B.Com – CA)

