

தமிழ்நாடு தமிழ்நாடு TAMILNADU  
20.01.2023

Dr. NGP Arts and Science College  
Cbe

CZ 845633  
N. SUMATHI  
STAMP VENDOR  
SARAVANAMPATTY  
COIMBATORE - 641 035  
Ref. No: 5409/B1/2013

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter it's called as "MOU") is made on Thursday 20<sup>th</sup> July 2023 at Coimbatore, Tamilnadu, India.

#### By and Between

The Dr. N.G.P Arts and Science College (Dr. NGPASC), Dr.N.G.P. Nagar, Kalapatti Road, Coimbatore-642109, represented by its Principal Prof. Dr. S. Saravanan (herein after referred to as "First Party", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

#### And

Aosta India Private Limited, No.940/1A & B, 5th Floor, Kovai Estate, Kalapatti Road, Coimbatore - 641 048, Tamil Nadu, India represented by its Director - Operations Mr. Ravi Shankar S, (herein after referred to as "Second Party", Coimbatore based concern).

First Party and second party shall be hereinafter collectively referred to as “Parties” and individually as a “Party”.

**The first party, i.e., Dr. N.G.P. Arts and Science College (Dr. NGPASC.)** is an organization of KMCRET trust which was established in the year 1997. The College has been recognized under 2(f) and 12(B) by UGC, New Delhi. The college was re-accredited by NAAC with "A" Grade (3<sup>rd</sup> Cycle).

**The second party, i.e., The Aosta India Private Limited** is an organization was established in the year 1999. It is a leading brand in Healthcare Solution Provider segment across India and globally.

#### **WHEREAS:**

**A.** Aosta India Private Limited has agreed to assist Dr. NGPASC with respect to use of its industry expertise in medical summarization and underwriting to provide support to B. Sc. Clinical Laboratory Technology Programme conducted by Dr. NGPASC.

**B.** Towards this, the Parties hereby agree to enter into this Agreement to record their understanding in offering support at the Aosta India Private Limited on terms and conditions as set out in this Agreement.

**NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **1. SCOPE OF THIS AGREEMENT**

1.1 To organize workshops/ Seminars/Hands-on training/certificate course for the benefit of Dr. NGPASC staff and students.

1.2 To support placement of students of Dr. NGPASC subject to job openings at that time in Aosta India Private Limited, medical summarization division.

#### **2. TERM & TERMINATION AND CONSEQUENCES OF TERMINATION:**

##### **2.1 TERM:**

This Agreement shall be valid for a period of One (1) year from the date of last signature by the Parties (“Term”), unless terminated earlier by the Parties as provided herein after. Upon expiry of the term, the Parties may renew the term of the Agreement for such further period as mutually agreed to in writing by the Parties.

##### **2.2 TERMINATION:**

The Dr. NGPASC and Aosta India Private Limited shall be entitled to terminate this agreement by providing a written notice of two months to other, without assigning any reasons whatsoever.



### 3. STUDENTS SAFETY:

The Dr. NGPASC shall ensure that its students shall always conduct themselves in a disciplined manner and shall not indulge in any riotous activity and do nothing which would have adverse impact on working of the **Aosta India Private Limited** or of maintaining discipline in the **Aosta India Private Limited**. The students shall strictly adhere to all the policies and procedures laid down by **Aosta India Private Limited**.

### 4. REPRESENTATIONS AND WARRANTIES OF THE Dr. NGPASC:

4.1 The Dr. NGPASC shall ensure that its students follow all rules and regulation of **Aosta India Private Limited** pertaining to leave, discipline, Practical classes, Training and project work schedule, grooming and etiquettes etc. More than two incidents of indiscipline/ non-cooperation will lead to intimation by **Aosta India Private Limited** to the Dr. NGPASC for the termination of Practical classes, Training and project work period of any students without any notice or prior information.

4.2 The Dr. NGPASC shall ensure that the students to adhere to the attendance requirements as decided by **Aosta India Private Limited** and Dr. NGPASC during the Practical, Theory classes and Training.

### 5. MISCELLANEOUS:

5.1 **Severability:** Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part, the Parties shall negotiate, in good faith, a valid, legal and enforceable substitute provision or provisions, which most nearly effect the intention of the Parties.

5.2 **Counterparts:** This Agreement shall be executed in two counterparts, all of which shall constitute one and the same agreement.

5.3 **Training Fees:** Dr. NGPASC agreed to pay Rs.2000 (including GST) per participant. Payment will be made immediately after completion of the Training.

5.4 Aosta Certificates as per the standard formats will be provided to the students who complete the Training as per Aosta norms.

5.5 Any changes needed in the Certification formats will be subject to discussion with the Aosta.

### 6. TERM

This Agreement will be in effect from 20-07-2023 to 19-07-2024. This Agreement will be automatically renewed with the same terms and conditions there after except where any party provides written notice of non-renewal Thirty (30) days before the annual termination date.

## 7. DISPUTE RESOLUTION

Any disputes or conflict of interest arising out of this MoU to be settled by mutual discussion among the parties under the guidance of Aosta India Private Limited.

## 8. AMENDMENT

Any amendments, modifications or supplements to this MoU must be made in writing and signed by the authorized representatives of both the Parties to become effective.



## 9. CONFIDENTIALITY

The terms and conditions of this MoU are confidential between the Parties and shall not be disclosed to anyone else, except as may be necessary to effectuate its objectives.

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed the day and year, first herein above written.

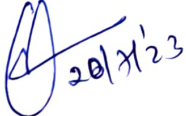
The Memorandum of Understanding (MoU) between Dr. N.G.P. Arts and Science College and Aosta India Private Limited is executed and effective from 20 July 2023.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

For Dr. N.G.P. Arts and Science College	For Aosta India Private Limited
<p>Name: Prof. Dr. S. Saravanan</p>  <p>Designation: Principal</p> <p>Date of signature: 20.07.2023</p>	<p>Name: Mr. Ravi Shankar S</p>  <p>Designation: Director – Operations</p> <p>Date of signature: 20.07.2023</p>

Witness:

1.



20/7/23

2.



(S. Sathishkumar)