

**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN**



Dr. N.G.P ARTS AND SCIENCE COLLEGE

(An Autonomous Institution, Affiliated to Bharathiar University, Coimbatore)

Approved by Government of Tamil Nadu & Accredited by NAAC with 'A' Grade (2nd Cycle)

COIMBATORE-641048

TAMIL NADU

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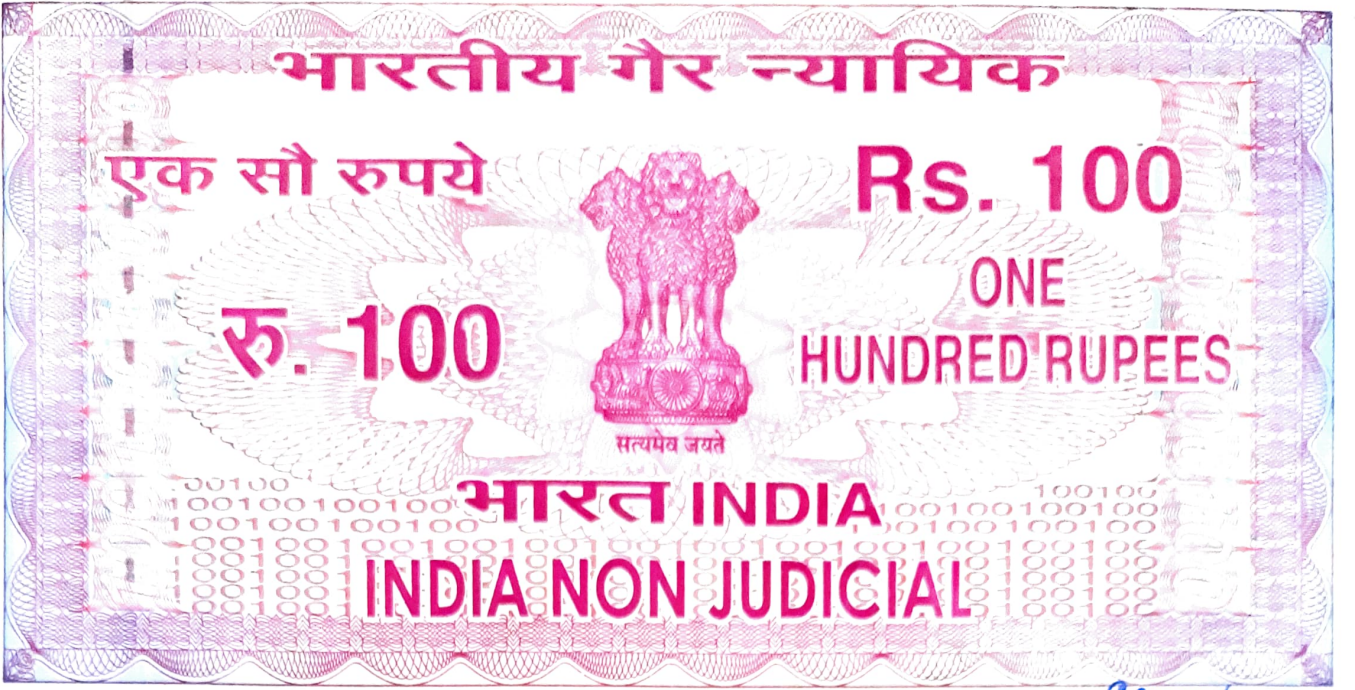


BEST ACADEMY

Avinashi Road, Coimbatore – 641018, Tamil Nadu

FOR

CONDUCTING CA FOUNDATION COACHING CLASSES



தமிழ்நாடு தமிழ்நாடு TAMILNADU

DR.N.G.P ARTS AND SCIENCE

15/09/2021

COIMBATORE

M. Meena

M. MEENA

STAMP VENDOR

L.No.: 12053/B1/2015

Saravanampatti

Coimbatore-641 035.

CF 659733

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter it's called as "MOU") is made on **Wednesday 22nd September 2021** at **Coimbatore, Tamilnadu, India.**

By and Between

The **Dr.N.G.P Arts and Science College (DrNGPASC)**, Dr.N.G.P. Nagar, Kalapatti Road, Coimbatore-641 048, represented by its Principal Prof.Dr.V.Rajendran (hereinafter 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

The **Best Academy**, an experienced academy offering coaching for Chartered Accountancy Course situated in the Avinashi road, Coimbatore-641018, represented by its authorized representative Mr.V.Sivakumar (hereinafter referred to as "**Second Party**", the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

Sivakumar

22/9/2021

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 (DrNGPASC) is an organization of KMCRET trust which was established in the year 1997 under the leadership of **Dr.Nalla G. Palaniswami**, as its Chairman and **Dr.Thavamani D. Palaniswami** as its Managing Trustee and Secretary. 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 (2nd Cycle).

The second party, i.e., The Best Academy situated in the Avinashi road is a well established Academy- training students to clear the exams required to be qualified as a Chartered Accountant.

WHEREAS:

- A. The Best Academy has agreed to provide coaching classes for the CA Foundation Classes for the interested Students of Dr.N.G.P. Arts and Science College, Coimbatore
- B. Towards this, the Parties hereby agree to enter into this Agreement to record their understanding in offering coaching classes for the foundation Courses of CA on terms and conditions as set out in this MoU

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

1. SCOPE OF THIS AGREEMENT

1.1 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of Second Party in providing CA Foundation coaching within the campus of the First party both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

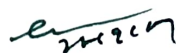
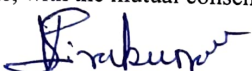
1.2 Curriculum Design: Second Party will give valuable inputs as per the schedule allotted by the First Party in teaching methodology and suitably customize the curriculum.

1.3 Coaching Classes: Second Party will coach the Students through qualified Chartered Accountants or expertise in that subjects.

1.3 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

1.4 Test Batches: Along with the coaching the students will be given test and evaluation will be done, along with suggestions for improvements.

1.5 Second Party to take up programme mentioned in the MoU. The financial consideration, is given separately in annexure 1, and is subject to modification from time to time, with the mutual consent of both parties.



CLAUSE 3 - INTELLECTUAL PROPERTY

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

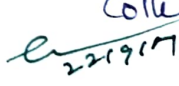

CLAUSE 4 - VALIDITY

This Agreement will be valid from the date of consent given by the First party and until it is expressly terminated by either Party on mutually agreed terms.

Both Parties may terminate this MOU before the commencement of the new batch and upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations in respect to completion of coaching by the second party and pending financial consideration by the first party.


Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party.

The Parties agrees to the terms and conditions set forth above as demonstrated by their signature as follows

For Dr.N.G.P. Arts and Science College	For Best Academy
<p>Name: PROF. D. V. RAJENDRAN</p> <p>Designation: PRINCIPAL, Dr. N.G.P. Arts & Science College</p> <p>Date of signature:  22/9/21</p>	<p>Name: V. SIVAKUMAR</p> <p>Designation: PARTNER.</p> <p>Date of signature: </p>

Witness:

1.  22/9/21

2.  22/9/21

ANNEXURE 1

Batch size of student

Fees amount per student

60	21000
120	20000
200	19000

List of Faculty handling classes

Accounts	: CMA.Rajeswari M.Com., M.Phil & CA.Aswini
Mercantile Law	: Adv.Ram Krushna Sastri B.Sc., B.L.,M.A.,LLM.,M.COM.,M.FM.,PG Dip PM&IR
BC & Reporting	: Sri.Achyuthma., PGDBA.,
Maths & LR	: Ms.Sonasoundararajan., MBA.,CMA(Final)
Statistics	: Ms.Aswathy Anilkumar., M.A.,
Economics	: CA.Janani Sri., MBA.,
BCK	: C.Valson M.AppSc., MBA.,MAKM.,LLB.,PGDIRPM.,

No of Hours per Batch

Accounts	: 90
Mercantile Law	: 40
BC & Reporting	: 35
Maths	: 80
Statistics	: 50
LR	: 20
Economics	: 40
BCK	: 30
Total no of hours	: 385*

Note:

1. Fees amount includes only the present fees structure - ICAI Foundation Registration fees Rs.9200/- and exam application fees Rs.1500/- (if there is increase in above there may be an increase in fees).
2. GST and TDS separate
3. Handouts & Question paper will be distributed to the students.
4. The no of hours per subject may increase or decrease to some extent depending on the students capability and prior knowledge of the subject
5. If batch size is more than 200 only two batches will be conducted.

Fee Collection Strategy:

A. We would expect to collect the entire fees in advance (in case if the student wants to write exam in the month of November)

Or

B. If the student prefers to write during the month of May (at the end of first year of graduation), then it can be done in two equal installments. In that case we will COLLECT OUR COACHING FEE FIRST in the first installment at the time of start of the class; the second instalment of fee will be paid for Foundation registration at ICAI.

Kindly Note: Exams will be conducted twice a year during May and Nov month respectively. Only one of the above is preferred as per decision of management.



