



தமிழ்நாடு தமில்நாடு TAMILNADU

DA. 04. 2023

Dr. N.G.P. Arts and Science College

Cbe

DE 020633

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 4.9.23 at Coimbatore, Tamil Nadu, India.

By and Between

The Dr.N.G.P. Arts and Science College (Dr.NGPASC), Dr.N.G.P. Nagar, Kalapatti Road Coimbatore-641 048, represented by its Principal incharge Dr.S.Saravanan (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

DAINEY EDUCATION of Thudiyalur, Coimbatore - 641034, Tamil Nadu, represented by its Mr. Nirmal Shreedharan (hereinafter referred to as "Second Party") the institutions which expression unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns.
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 accredited by NAAC with A++ Grade 3rd Cycle (3.64 CGPA)

The second party, i.e., Dainey Education, situated at Thudiyalur, Coimbatore, Tamil Nadu - 641034, was established in the year 2017.

WHEREAS:

A. Dainey Education, has agreed to assist Dr.NGPASC with respect to use of its institute to provide support to B.A. English Literature Programme offered by Dr.NGPASC.

B. Towards this, the parties hereby enter into this agreement to record their understanding in offering support by the Dainey Education, 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. Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Certificate Course on Digital Content Writing, between Dr.N.G.P. Arts and Science College and Dainey Education, situated at Thudiyalur, Coimbatore, Tamil Nadu - 641034 and share the knowledge and skills available in both organizations.

1.2. Training & Development

- To conduct regular classes and content writing training at Dainey Education, situated at Thudiyalur, Coimbatore, Tamil Nadu – 641034 for the students admitted to B.A. English Literature at Dr.NGPASC
- To organize Workshops/ Seminars/ Hands-on training for the benefits of Dr.NGPASC staffs and students
- Training period will be 35 hrs. The charges for the training will be mutually decided by both the parties

1.3 Exchange of Information and Documents

Dr.N.G.P. Arts and Science College and Dainey Education, situated at Thudiyalur, Coimbatore shall arrange for the exchange of information and documents concerning matters of common interest.

1.4 Fee Structure

Course Fee & Schedule of Payment

(i) Course Fee

The agreed course fee per student is Rs.2250/- (inclusive of GST)

(ii) Schedule of Payment

- (a) First 50% of the Fees will be paid after completion of the 20 Hours of classes
- (b) Balance 50 % of the Fees will be paid after completion of the remaining 15

Hours of classes

- (i) Conducting of the requisite Exams
- (ii) Declaration of relevant Results

(iii) Handing over the requisite course completion certificate to the students as mentioned in "Purpose Clause 1.1 through the respective HoD of the Department as mentioned in "Purpose Clause 1.1 in respect of Party of the Second Part

(iv) Certificate jointly signed by the Principal as mentioned in "Purpose Clause" 1.1 in respect of Party of the Second Party authorized signatory of the Party of the First Part confirming the points as mentioned.

1.5. Technical Co-operation

Whenever desirable, Dr.N.G.P. Arts and Science College and Dainey Education, may seek each other's technical co-operation with a view to promoting the development of collaborative activities in field of common interest.

1.6. Amendments

Both parties may request the present Memorandum of Understanding be amended. Any such amendments shall be adopted by mutual consent. Whenever required an exchange of letters will detail the implementation of the article.

2. TERM & TERMINATION AND CONSEQUENCES OF TERMINATION:

2.1 TERM: This Agreement shall be valid for a period of one year from the date of last signature by the Parties ("Term"), unless terminated earlier by the Parties as provided hereinafter. Upon expiry of the Term, the Parties may renew the Term of the Agreement for such further period as mutually agreed to writing by the Parties.

2.2 TERMINATION: The Dr.NGPASC and Dainey Education 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 Dainey Education or of maintaining discipline in the Dainey Education. The students shall strictly adhere to all the policies laid down by Dainey Education.

4. REPRESENTATIONS AND WARRANTIES OF THE Dr.NGPASC:

4.1 The Dr.NGPASC shall ensure that the students follow all rules and regulation of Dainey Education 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 Dainey Education 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 Dainey Education and Dr.NGPASC during the Practical classes, Training and Project work.

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 Financial Commitment: There is no financial impediment for the both parties.

Obligations of the Parties

The Parties acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in true spirit of Partieship to ensure that there is a united, visible and responsible leadership of the Project and to demonstrate financial, administrative managerial commitment to the project by means of the following individual services.

The activities and services for the project shall include,

a. Services to be rendered by **Dr. N.G.P.ASC** include:

Providing the Students, required infrastructure for conducting the classes

b. Services to be rendered by **Dainey Education** include:

Providing adequate study materials, Training the Students and sending the feedback to the students

Term

The arrangements made by the parties by this Memorandum shall remain in place from.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is designed by the party obligated under this memorandum.

Understanding

It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

- Dainey Education agrees to conduct the training for 35 hours classes
- Dr.N.G.P. agrees to pay **Rs.2250/-** per students in two installments. First 50% will be paid at the beginning of the course and balance 50% will be paid at the end of the course.

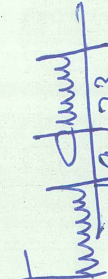
Termination

DRNGPASC and Dainey Education shall be entitled to terminate this agreement by providing a return notice of two months to other, without assigning any reasons whatsoever.

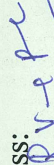
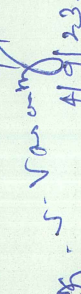
Signatories

This agreement shall be signed on behalf of **Dr. N.G.P. ARTS AND SCIENCE COLLEGE** by the Principal and on behalf of **DAINEY EDUCATION** by **Mr. Nirmal Sreedharan** this agreement shall be effective from the above-mentioned date.

The parties agreed 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 Dainey Education
Name: Dr.S.Saravanan	Name: Mr. Mr. Nirmal Sreedharan
Designation: Principal i/c	Designation: Founder
Date: 4.9.23	Date: 4.9.23
Signature: 	Signature: 

Witness:

-  1.  2.