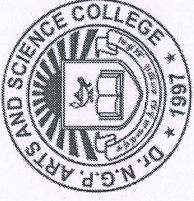


MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



DEPARTMENT OF MANAGEMENT STUDIES

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 (3rd Cycle - 3.64 CGPA)
Dr. N.G.P. - Kalapatti Road, Coimbatore – 641 048, Tamil Nadu, India

&

ENERGETIC BYZ PLUS

158C, Dr.Rajaratnam Street, Katoor, Coimbatore- 641009

FOR

**CONDUCTING VALUE ADDED CERTIFICATE COURSE ON
“MARKETING AND SALES EXCELLENCE”**



தமிழ்நாடு தமிலநாடு TAMIL NADU

R.20/-

29AC 058679

S. Gnanan
Chand

சா. சாந்தகுமாரன்
முத்தியூர் துறை விடுபவரின்
உரிமை எண் : 12096/உ.1. 2010/11
55, 3வது வீதி, சிவசுந்தரம்
கோவை 641035

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as “MOU”) is made on 31.08.2023 in Coimbatore, Tamil Nadu, India.

By and Between

The Dr. N.G.P Arts and Science College (DrNGPASC), Dr.N.G.P.-Kalapatti Road, Coimbatore-641 048, represented by its Principal i/c 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

ENERGETIC BYZ PLUS, an experienced academy offering coaching for Marketing and Sales Excellence Course situated at 158C, Dr.Rajarithnam Street, Katoor, Coimbatore- 641009, represented by its authorized representative Chief Consultant Mr.P.Jeganathan (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). 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 Dr NGPRET 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 (3rd Cycle-3.64 CGPA).

The second party, i.e., **ENERGETIC BYZ PLUS** situated @ **Coimbatore** is an established Institution offering students, Skill Development Course in Marketing and Sales Excellence.

WHEREAS:

- A. The **ENERGETIC BYZ PLUS** has agreed to provide Marketing and Sales Excellence 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 Marketing and Sales Excellence Course 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 Marketing and Sales Excellence Course through offline mode and 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 Skill Trainer.

1.4 **Tests:** The students will be given test and evaluation at the end of the course. Practical assignments are also to be submitted at the end by students.

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 is valid for a period of one year from the date of signing of this agreement by both the parties and shall automatically renew for successive one-year terms unless terminated by either party upon at least 60 days' written notice prior to the end of the then-current term. Either party can terminate this agreement in written communication by providing 60-day notice period. During the notice period it is agreed that both the parties will work towards a smooth transition, clear any pending deliveries for that particular period, clear pending dues if any.

In witness whereof, ENERGETIC BYZ PLUS and College have caused this agreement to be executed by their duly Authorized representatives.

Services:

We share the common vision of empowering the students by imparting skill sets and increasing their employability.

To achieve our common goal, Dr. N.G.P. Arts and Science College and ENERGETIC BYZ PLUS would collaborate on the following framework to execute the students' skill training.

Role of Energetic Byz Plus

1. To provide training classes for the committed number of students.
2. To provide qualified faculty for delivering lecture through offline.
3. To complete the full syllabus within the prescribed time along with exercises and assignments
4. To assure minimum 80% of the students are getting through the exams.
5. To maintain the attendance records of the students and intimate the same to the college.

Features	MSE Course
No. of. Hours	35 Hrs.
Material	Provided by the trainers
Test	At the end of the programme
Exercises and Assignments	Will be given
Training Methodology	Offline Mode (Theory + Practical)

Payment Terms

The course fee for the Skill Development Course, Certification in Marketing and Sales Excellence is Rs.1,250 + GST per student.

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

The schedule and details of training to be shared with **Energetic Byz Plus**

1. To provide required arrangements and coordination for conducting classes through offline mode.
2. To provide frequent monitoring on students attendance.
3. To allow students regularly to attend the training classes as per the schedule and recommend the students to attend exercises and assignments.
4. To appoint student in charges for each batch to coordinate exam and evaluation of assignments.
5. To provide 100% of the fee after the course completion.
6. The institution reserves the rights to cancel the MoU if it is dissatisfied with the training.

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.

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 material produced or supplies 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.

Resolution of Disputes:

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Coimbatore.
- b) The dispute or difference whatsoever arises between Parties in relation to or in connection with this agreement both the parties shall first try to resolve the dispute/difference amicably between them, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation Act, 1996. The venue of arbitration shall be Coimbatore and language of arbitration shall be English.

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.

Confidentially:

- 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.

Compliance with Laws:

- Each Party shall comply in all respects with all applicable legal requirements governing its respective duties, obligations, and business practices of that Party and shall obtain

necessary permits or licenses for its operations. Neither Party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other Party.

Entire Agreement:

- This MoU constitutes the entire Agreement of the parties with respect to the subject matter of this MoU and supersedes all prior Agreements, understandings and negotiations with respect to such subject matter.

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.

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 Energetic Byz Plus
Name : <u>Dr. S. SARAVANAN</u>	Name : <u>P. JEGANATHAN.</u>
Designation : <u>S. SARAVANAN</u> Principal i/c Dr.N.G.P.Arts and Science College Dr.N.G.P. - Kalapatti Road Coimbatore-641 048	Designation : <u>For Energetic Byz Plus</u> <u>P. JEGANATHAN.</u> Authorized Signatory
Date of Signature	Date of Signature

Witness:

1. P.K. BANUDHAN
C P K . BANUDHAN

2. P. JEGANATHAN
(Dr. S. MOHAN)