

தமிழ்நாடு தமிழ்நாடு TAMILNADU

EK 325364

31.01.2025
P. Chandrasekaran.
Coimbatore. 641048.

R. Rukmani
R. RUKMANI
STAMP VENDOR
SRO, Gandhipuram, CBE
5318/1984/CBE



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as "MoU") is made on 01.02.25 in 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 Prof. 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

PROTOWIZ PRIVATE LIMITED, 34/17A, first floor Ramalingam Nagar 4th Cross Street, Saibaba Colony, Coimbatore- 641011 represented by its authorized representative Miss. Sathya Raja (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).

S. Saravanan



R. Rukmani
11/2/25

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

WHEREAS:

1. First Party is a Higher Education Institution named:

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

2. First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

3. The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education & Research and Internships.

4. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interests.

5. **Dr. N.G.P. Arts and Science College**, the First Party is a co-educational self-financing autonomous institution, affiliated to Bharathiar University, Coimbatore, Tamil Nadu. offering undergraduate, postgraduate & doctoral programmes in Arts, Science and Management. The institution is recognized under 2(f) & 12(B) and conferred autonomous status during the academic year 2015-16 by University Grants Commission, New Delhi and is accredited with A++ Grade (3rd Cycle) by NAAC. Eight science departments are recognized under DBT-STAR Scheme.

6. **PROTOWIZ PRIVATE LIMITED**, offers expertise in product development, provides Cloud Solutions, SAAS Solutions, UI/UX and Blockchain.

7. The Parties are desirous of entering into this Memorandum of Understanding (hereinafter be referred to as “MoU”) to declare their respective intentions and to establish a basis of cooperation and collaboration between the Parties upon the terms as contained herein.

S. Sankar



R. Sankar
1/2/25

THE PARTIES HAVE REACHED AN UNDERSTANDING ON THE FOLLOWING MATTERS

1. OBJECTIVE

1.1 The MoU sets out the framework and areas of academia-industry cooperation which may be of mutual interest and benefit to both Parties. In order to pursue the above objectives and forms of cooperation, either Party may also propose fields of cooperation of mutual benefit for consideration by the other Party.

2. AREAS OF COOPERATION

Both parties agree to encourage the following activities, in particular, to promote academia-industry cooperation in the following areas:

- 2.1) Joint education and research activities related to industry-relevant projects.
- 2.2) Organization of joint industry-academic workshops and seminars to bridge the gap between academia and industry practices.
- 2.3) Exchange of training materials, project documentation, and technical publications.
- 2.4) Support for Internship, Project work, Skill Development and Placement.

3. EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

This MoU is not intended to be legally binding but it simply expresses the intentions and understanding between both Parties. The Parties may enter into a legally binding Memorandum of Agreement while incorporating terms from this MoU.

4. NO AGENCY

The relationship between the Parties will be non-exclusive in nature. The MoU does not prevent a Party from entering into arrangements with other third parties. Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or to make either Party the agent of the other

5. ENTRY INTO EFFECT AND DURATION

- 5.1) This MoU shall become effective from the date of signing by both Parties herein.



5.2) This MoU will remain in effect for a period of five (5) years.

5.3) This MoU may be extended for such further period as agreed in writing by both Parties.

6. REVISION, VARIATION AND AMENDMENT

6.1) Either Party may request in writing a revision, variation or amendment of this MoU.

6.2) Any such revision, variation or amendment agreed to by the Parties in any clause of the MoU shall be mutually agreed by both the parties.

6.3) Such revision, variation or amendment shall come into force on such date as may be determined by the Parties.

6.4) Any revision, variation or amendment shall not prejudice the implementation of any project, activity or co-operation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

7. TERMINATION

This MoU may be terminated by either Party with a minimum of THIRTY (30) days written notice from one Party to the other. Activities in progress at the time of termination of this MoU shall be permitted to conclude as planned unless otherwise agreed.

8. NOTICES

Any communication between the Parties under this MoU shall be in writing in the English language and delivered by registered mail to the postal address or sent to the electronic mail address as stated herein, be deemed to be duly given or made when delivered to the recipient at such postal address or electronic mail address.

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

Dr. N.G.P. ARTS AND SCIENCE COLLEGE
Dr. N.G.P. - Kalapatti Road, Coimbatore - 641048.
Tamil Nadu, India.
Attention: Principal
Tel no: +91 4222369-220
E-mail: principal@drngpasc.ac.in

Signature



Signature
11/2/25

To PROTOWIZ PRIVATE LIMITED:

PROTOWIZ PRIVATE LIMITED

34/17A, first floor

Ramalingam Nagar 4th Cross Street, Saibaba Colony, Coimbatore- 641011

Tamil Nadu, India.

E-mail: info@protowiz.in

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.

S. Sankar



R. Sankar
1/2/25

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 themselves, 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.

J. Sanyal
01/12/22






R. J. S.
11/2/25

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 agree to the terms and conditions set forth above as demonstrated by their signature as follows

AGREED:

For Dr. N.G.P. Arts and Science College	For Protowiz Private Limited
Name: 	Name: 
Designation: Prof. Dr. S. SARAVANAN M.Com. MBA. M.Phil. Ph.D. Principal Dr. N.G.P. Arts and Science College Dr. N.G.P. Kalapatti Road Coimbatore-641048	Designation: Founder & CEO
Date of Signature 	Date of Signature 01/02/2025

Witness:

1.  11/2/25

3.  11/2/25

2.  11/2/25

4. _____