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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as "MOU") is made on 17.4.2025 in Coimbatore, Tamil Nadu, 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 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

Prof.Dr.S. SARAVANAN M.Corp. MBA. M.Phil. Ph.D. Prinched Dr.N.G.P. Arts and Science College Dr.N.G.P. Katapath Road Colmbbiore-641048

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TAMILNADU AND PONDICHERRY CHARTERED ACCOUNTANTS ASSOCIATION

(TAPCAA) is a professional body dedicated to enhancing the skills, knowledge and

professional development of Chartered Accountants and related stakeholders situated at Old No.

D49/ New No.13, 8th Cross (West), Tillai Nagar, Tiruchirapalli - 620018, represented by its

authorized representative Secretary CA.K.Jalapathi (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

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 (3rd Cycle-3.64 CGPA).

The second party, i.e., TAMILNADU AND PONDICHERRY CHARTERED

ACCOUNTANTS ASSOCIATION (TAPCAA) situated @ Tillai Nagar, Tiruchirapalli is a

professional body dedicated to enhancing the skills, knowledge, and professional development of

Chartered Accountants and related stakeholders.

WHEREAS:

The TAMILNADU AND PONDICHERRY CHARTERED ACCOUNTANTS

ASSOCIATION (TAPCAA) has agreed

A. To provide technical and skills training to students of the Institution to enhance their

employability.

B. To facilitate internship opportunities for students with members of the Association.

C. To offer career counseling and guidance to students, enabling informed career decisions.

D. To organize workshops, seminars, and guest lectures by the Association to expose

students to practical aspects of accounting, taxation, and finance.

E. To foster industry-academia collaboration, ensuring that the curriculum aligns with the

latest industry standards and practices.

F. To create a platform for students to interact with industry experts and gain insights into

professional challenges and opportunities.

G. To encourage and promote research initiatives in areas of mutual interest such as taxation,

financial planning, and auditing.

H. To support students in building essential soft skills, including communication, teamwork,

and leadership, which are critical for professional success.

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Prof.Dr.S. SARAVANAN M.Com. MBA. M.Phil. Ph.D.. Principal Dr.N.G.P Arls and Science College Dr.N.G.P Karapatti Board

- To provide continuous professional development opportunities for faculty members of the Institution, enhancing their ability to deliver industry-relevant education.
- J. To establish a long-term partnership aimed at driving innovation and excellence in commerce education and professional practice.

Towards this, the Parties hereby agree to enter into this Agreement to record their understanding in offering Skill Training Workshop 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 Skill Training Workshop through offline and online mode as decided by the parties 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 Chartered Accountant.
- 1.4 **Tests:** A test or evaluation will be conducted at the end of the training program to assess the knowledge and skills acquired by the participants. Participation certificates shall be issued by the Association upon successful completion of the program.

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 two-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-days 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, TAMILNADU AND PONDICHERRY CHARTERED ACCOUNTANTS ASSOCIATION (TAPCAA) and College have caused this agreement to be executed by their duly Authorised representatives.

Prof.Dr.9. SARAVANAN M.Com MBA. M.Phil. Ph.D. Principal Dr.N.G.P Arts and Science (Dr.N.G.P Kalapath Road

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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 TAMILNADU AND PONDICHERRY CHARTERED ACCOUNTANTS ASSOCIATION (TAPCAA) would collaborate on the following framework to execute the students' skill training.

Role of TAMILNADU AND PONDICHERRY CHARTERED ACCOUNTANTS ASSOCIATION (TAPCAA)

- Design and conduct technical and skills training sessions tailored to the needs of commerce graduates.
- 2. Facilitate internship opportunities for eligible students with members of the Association.
- 3. Provide career counselling services, including one-on-one sessions and group workshops.
- 4. Organize periodic seminars, workshops, and guest lectures involving experienced professionals from the Association.
- 5. Ensure that students undergoing internships are provided with meaningful exposure to professional practices.
- 6. Students who have successfully completed the training sessions and have cleared the assessment tests conducted by the Association will be eligible for placement opportunities.
- 7. Such Eligible students will be invited for interviews conducted by the Association's member firms or other relevant industries.
- 8. The Association will endeavor to place students in its member firms or other appropriate organizations based on the student's performance, skills, and career interests.
- Additional benefits such as access to reference materials, case studies may be provided to participants.
- 10. Regular feedback shall be collected from participants to improve the quality and effectiveness of the sessions.

Payment Terms

The course fee for the Skill Training Workshop is Rs. 1,770/- (including GST) per student.

The Institution shall transfer 50% of the batch fees to TAPCAA before the commencement of the training program, with the balance amount to be transferred after issuing participation certificates to the participants. Fees collected shall be non-refundable once a student attends at least one session of the program.

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

Identify and nominate eligible students for participation in the training programs and internships.
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Prof. Dr.S. SARAVANAN M.Com. MBA. M.Phil. Ph.D.. Principal Dr.N.G.P. Arts and Science College Dr.N.G.P. Kalapatii Road Coimbatore-641048

- 2. Provide infrastructure and logistical support for conducting training sessions, workshops, and seminars.
- 3. Facilitate the interaction of students with Association representatives for career counselling.
- 4. Promote the initiatives under this MOU to its students and ensure active participation.
- Designate a coordinator to liaise with the Association for the smooth execution of the activities including scheduling programs and activities.
- 6. The Training schedule shall be a 50-hour programme with 2 hours sessions conducted daily (excluding weekends) for one month, either in physical or online mode or both as mutually decided by the parties.
- 7. The Institution shall ensure that the batch strength for the training program is at least 50 students and maximum of 200 students per batch.
- 8. The training sessions shall take place at the Institution's premises or at an alternate location arranged by the Institution.
- 9. The Institution will provide the necessary infrastructure and support for conducting placement activities, including interviews and pre-placement sessions.
- 10. The Association and the Institution will work collaboratively to ensure maximum placement opportunities for the students.

Representation and Warranties:

Each Party represents and warrants to the other as follows:

- 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;

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Prof.Dr.S. SARAVANAN M.Com. MBA. M.Phil. Ph.D. Principal Dr.N.G.P. Arts and Science C

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- 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 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:

• Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared under this MOU and to use such information solely for the purposes specified herein. The Institution further agrees not to disclose any information related to the Association's operations, activities, or students to any member of TAPCAA or third parties without prior written authorization from the Association.

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.

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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.

P Arts and Science College

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 Tamilnadu and Pondicherry Chartered Accountants Association (TAPCAA)
Name : Dr.S.Saravanan	Name :CA.K.Jalapathi
Designation :Principal	Designation :Secretary-TAPCAA
Date of Signature: 17) Prof. Dr. S. SARAVAN	ason of
Date of Signature: \ + \ Prof.Dr.S. SABAVAN	Date of Signature:
M.Com MBA. M.Phil. P Principal	D.

Coimbatore 641 048

Witness:

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2. P. Swilly 20025