Rs. 100 एक सौ रुप ONE **হ্**. 100 HUNDRED RUPEES सत्यमेव जयते रत INDIA INDIA NON JUDICIAL தமிழ்நாடு तमिलनाडु TAMILNADU 🧜 🕬 DE 136758 7.10.2028. 1000 Dr. N.G.P. Arts and science college. cbe. . CTITS យកុំវៀលប្រ ក្លា ឆាំ ឆាំហ្វែបយាណលាត់ **ខ្**ពាំណត់ តារដេរ : 12096. ខ្សា.1/201ត្ត./1 55. 3வது மீதி, மிலகாந்திலும் Gangbar 641035 **MEMORANDUM OF UNDERSTANDING** This Memorandum of Understanding (hereinafter referred as "MOU") is made on 11.10.2023 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 its Principal prof. Dr.K.Ramamurthi (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 Chezhiyan Academy, an experienced academy offering coaching for Chartered Accountancy / Cost & Management Accountant /Company Secretary Courses situated

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Principal Dr.N.G.P. Arts and Science College Dr.N.G.P. - Kalapatti Road Coimbatore-641 048

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CHEZHIYAN ACADEMY Coaching Point for CA/CMA/ACS No. 64, Ganesh Nagar, 2nd Street G.N. Mills Post, Coimbatore-641 029. Cell: 97897 93300, 98424 24341 64, Ganesh Nagar II street, BEA back side, G.N.Mills, Mettupalayam Road, Coimbatore – 641 029, represented by its authorized representative CEO Dr. CMA. U. Ilanchezhiyan (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 (3<sup>rd</sup> Cycle-3.64 CGPA).

The second party, i.e., **Chezhiyan Academy** situated **@** G.N.Mills, Coimbatore is an established Academic Institution offers training students for the Qualification of Chartered Accountancy/Cost and Management Accountancy, Company Secretary and ACCA.

# WHEREAS:

- A. The Chezhiyan Academy has agreed to provide coaching classes for the CA & CMA 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 & CMA

Principal Dr.N.G.P. Arts and Science College Dr.N.G.P. - Kalapatti Road Coimbatore-641 048

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CHEZHIYAN ACADEMY Coaching Point for CA/CMA/ACS No. 64, Ganesh Nagar, 2nd Street G.N. Mills Post, Coimbatore-641 029. Cell: 97897 93300, 98424 24341 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 CA/CMA.
- 1.4 Guest Lecture: Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 1.5 Test Batches: Along with the coaching, the students will be given test and evaluation will be done, along with suggestions for improvements.

#### **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 atleast 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, Chezhiyan Academy and College have caused this agreement to be executed by their duly Authorized representatives.

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#### Services:

We share the common vision of empowering the students by imparting Professional skill sets and increasing Professionals.

To achieve our common goal Dr.N.G.P.Arts and Science College and Chezhiyan Academy would collaborate on the following framework to execute the students' professional training.

## **Role of Chezhiyan Academy**

- 1. To provide professional training classes for the committed number of students.
- 2. To provide qualified faculty for delivering lecture of individual subject.
- 3. To provide professional training classes for the committed level of CA and CMA Foundation for students.
- 4. To complete the full syllabus within the prescribed time along with 8 mock tests.
- 5. To assure minimum 75% of the students are getting through the exams.
- 6. To provide job assistance.
- 7. To provide flexible structure according to the conduct of the college.
- 8. To maintain the attendance records of the students and intimate the same to the college.

<b>Chezhiyan Academy Professional Training Programme Details</b>		
Features	Foundation - CA	Foundation - CMA
Duration	4 Months	4 Months
No. of. Hours	160 Hrs.	160 Hrs.
Material	4 Books	4 Books
Mock Test	Twice in a month on	Twice in a month on
	completion of substantial portions	completion of substantial portions
Revision	1	1
Training Methodology	Chalk and Talk	Chalk and Talk

#### **Payment Terms**

- 1. The course fee for the CA foundation coaching classes is Rs.15,000 per student.
- 2. The course fee for the CMA foundation coaching classes is Rs.12,000 per student.

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

The schedule and details of training to be shared with Chezhiyan Academy

- 1. To provide required infrastructure for conducting classes in campus.
- 2. To provide frequent monitoring on students attendance.

Principal. Dr.N.G.P. Arts and Science College Dr.N.G.P. - Kalapatti Road Coimbatore-641 048

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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, modification 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

Principal Dr.N.G.P. Arts and Science College Dr.N.G.P. - Kalapatti Road Coimbatore-641 048

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For Dr.N.G.P.Arts and Science	For Chezhiyan Academy	
College		
Name : Prof. Dr.K.Ramamurthi	Name : U.Ilanchezhiyan	
Designation : <b>Principal</b>	Designation : Auditor & Professor Chezhiyan Academy	
Date of Signature: 11.10.2023	Date of Signature: 11.10.2023	
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Principal. Dr.N.G.P. Arts and Science College	CHEZHIYAN ACADEMY	
Dr.N.G.P. Kalapati Hodo	Coaching Point for CA/CMA/ACS No. 64, Ganesh Nagar, 2nd Street	
Company of the and Sc	G.N. Mills Post, Coimbatore-641 029.	
	Cell: 97897 93300, 98424 24341	
Witness: $(2 \times 3^{2})^{1/2}$		
1. I say that is	2. PS. BATTERS	