



தமிழ்நாடு தமி்லநாடு TAMIL NADU N. Jayalal 93AB 581746

09.04.2021 DR. N.G.P. Arts and Science College
N. Jayalal
கல்பாத்தி ரோடில்
College Cbe J-2, S.R.O. ராஜ வீதி,
கோயமுத்தூர்-1, தமிழ்நாடு
உரிமம் எண் : 4124/B-1/95

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter it's called as "MOU") is made on Thursday, 15th April 2021 at Coimbatore, Tamilnadu, India.

By and Between

The Dr. N.G.P. Arts and Science College (Dr. NGPASC), Dr. N.G.P. Nagar, Kalapatti Road, Coimbatore-641048, represented by its Principal Prof. Dr. V. Rajendran (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

[Signature]
15/4/21

[Signature]
15/4/21

ENERGETIC BYZ PLUS, 158C, Dr. Rajarathinam Street, Katoor, Coimbatore -641009 represented by its 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 (Dr.NGPASC)** is an organization of KMCRET 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 Re-accredited by NAAC with "A" Grade (2nd Cycle).

The Second Party, i.e., **ENERGETIC BYZ PLUS** was established in the year 2008. The organization is providing Consulting, Training, Counseling and Coaching to the Industries.

WHEREAS:

- A. ENERGETIC BYZ PLUS has agreed to assist Dr. NGPASC with respect to use of its institute to provide support to B.B.A.(CA) Programme conducted by Dr. NGPASC.
- B. Towards this, the Parties hereby agree to enter into this Agreement to record their understanding in offering support at the ENERGETIC BYZ PLUS 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 the Memorandum of Understanding is to ensure and offer Job Oriented Certificate course / Value Added Training for Students, Placement and Development, Co-operation between Dr.N.G.P. Arts and Science College and ENERGETIC BYZ PLUS, Coimbatore and share the knowledge and skills available in both organizations.


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1.2 Training & Development:

- To conduct regular theory and practical classes (comprising 40 Hours of practical and 10 Hours of theory) for the Course “**Marketing and Selling Skills**” at ENERGETIC BYZ PLUS, for the students admitted to B.B.A.(CA) at Dr.NGPASC.
- To organize Workshops/ Seminars/ Hands-on Training for the benefits of Dr.NGPASC staffs and students.
- Training period will be 50 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 ENERGETIC BYZ PLUS, 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 1000 + GST 18%

(ii) Schedule of Payment

(a) First 50% of the Fees will be paid after completion of the 25 Hours of classes

(b) Balance 40 % of the Fees will be paid after completion of the remaining 25 Hours of classes


(c) Final 10 % of the Fees will be paid after completion of the following.

(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.


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- (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 ENERGETIC BYZ PLUS 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 (1) 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 in writing by the Parties.

2.2 TERMINATION:

The Dr. NGPASC and ENERGETIC BYZ PLUS shall be entitled to terminate this Agreement by providing a written notice of two months to other, without assigning any reasons whatsoever.


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3. STUDENTS SAFETY:

The DrNGPASC 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 ENERGETIC BYZ PLUS or of maintaining discipline in the ENERGETIC BYZ PLUS. The students shall strictly adhere to all the policies laid down by ENERGETIC BYZ PLUS.

4. REPRESENTATIONS AND WARRANTIES OF THE DrNGPASC:

4.1 The Dr. NGPASC shall ensure that its students follow all rules and regulation of ENERGETIC BYZ PLUS 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 ENERGETIC BYZ PLUS 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 ENERGETIC BYZ PLUS and Dr. NGPASC during the Practical, Theory classes and Training.

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.

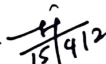
5.3 **Financial Commitment:** There is no financial impediment for the both parties.




The Parties agree 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 Energetic Byz Plus
<p>Name: Prof.Dr.V.Rajendran</p> <p>Designation: Principal</p> <p>Date : 15.04.2021</p> <p>Signature: </p> <p>Prof. Dr. V. RAJENDRAN M.Sc. M.Phil., M.Tech. (Nanotech), Ph.D. (Inst. Pg. London) Principal Dr. N.G.P. Arts and Science College Dr. N.G.P. - Kalapatti Road Coimbatore-641 048.</p>	<p>Name: Mr.P.Jeganathan</p> <p>Designation: Chief Consultant</p> <p>Date : 15.04.2021</p> <p>Signature: </p> <p>For Energetic Byz Plus Proprietor 15/4/21</p>

Witness:

1. D. 
(Dr.D. Geetha Ramani)

2. 
(DR.S. MOHAN)