

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமிலநாடு TAMIL NADU

24/02/2021 दि०२०/-

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

எம். சுகாதினி

உரிமம் எண்: 0057/பி1/95-2
சார்பதிவாளர் அலுவலகம்
காந்திபுரம், கோவை. 9894049349

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter it's called as "MOU") is made on Thursday 4th March 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-641 048, 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

The Hackup Technology Pvt.Ltd, Sivanandhapuram, Saravanampatty post, Coimbatore - 641 035 represented by its Managing Director Mr. Dinesh Paranthagan (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. 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., The Hackup Technology Pvt.Ltd is an organization was established in the year 2008. Hackup Technology Pvt.Ltd is a renowned software development company involved in Web Application, ERP, and Mobile Application which is specialized in Cyber Security.

WHEREAS:

- A. Hackup Technology Pvt.Ltd has agreed to assist Dr. NGPASC with respect to use of its institute to provide support to B.Com Information Technology 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 Hackup Technology 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 Certificate /Value Added Training for Students, Placement and Development co-operation between Dr.N.G.P. Arts and Science College and Hackup Technology Pvt.Ltd , Coimbatore and share the knowledge and skills available in both organizations.

1.2 Training & Development:

- To conduct regular theory and practical classes (comprising 40 Hours of practical and 10 Hours of theory) for the Course “Ethical Hacking and Cyber Security: Issues and its Prevention” at Hackup Technology , Coimbatore for the students admitted to B.Com. Information Technology at DrNGPASC.
- 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 Hackup Technology Pvt.Ltd, 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.1,000/- (exclusive of GST)

(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

(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 Hackup Technology Pvt.Ltd 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) years 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 Hackup Technology Pvt.Ltd shall be entitled to terminate this Agreement by providing a written notice of two months to other, without assigning any reasons whatsoever.

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 Hackup Technology or of maintaining discipline in the Hackup Technology Pvt.Ltd. The students shall strictly adhere to all the policies laid down by Hackup Technology.

4. **REPRESENTATIONS AND WARRANTIES OF THE DrNGPASC:**

4.1 The Dr. NGPASC shall ensure that its students follow all rules and regulation of Hackup Technology 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 Hackup Technology Pvt.Ltd 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 Hackup Technology Pvt.Ltd 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 Hackup Technology PVT LTD
Name: Prof Dr. V. Rajendran	Name: Mr. Dinesh Pothanathan
Designation: Principal	Designation: Managing Director
Date of signature: 4 th March 2021	Date of signature: 4 th March 2021
	

Witness:

1. 
(LILLY.T)

2. 
[Dr R. MENAKA]