



தமிழ்நாடு தமிழ்நாடு TAMILNADU

7.11.2024

Dr. N.G.P. Arts & Science college
cbe

₹ 100/-

DU 740013

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சிறந்த கல்வி கல்விப்பள்ளி
சென்னை : 12096/சென்னை
55, 3வது தெரு, சிவசங்கரம்
கொடை : 641038



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN



DEPARTMENT OF COSTUME DESIGN AND FASHION

Dr. N.G.P. ARTS AND SCIENCE COLLEGE

(An Autonomous Institution. Affiliated to Bharathiar University, Coimbatore)

Approved by Government of Tamil Nadu & Accredited by NAAC with A++ Grade (3rd Cycle - 3.64 CGPA)

Dr. N.G.P. – Kalapatti Road, Coimbatore – 641 048, Tamil Nadu, India

&



HEINRICH CYCLING & SPORTSWEAR P. LTD.

2/1053A-1, Goundampalayam Road, Rayarpalayam, Paladam – 641 664, Tirupur District

Tamilnadu, India

FOR

KNOWLEDGE TRANSFER, CAREER PLACEMENT AND RELATED ACTIVITIES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred as "MoU") is made on 09-11-2024 in Coimbatore, Tamil Nadu, India.

By and Between

The **Dr. N.G.P Arts and Science College**, Dr.N.G.P.Nagar, Kalapatti Road, Coimbatore - 641 048, represented by its Secretary Dr. Thavamani D. Palaniswami (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

Heinrich Cycling & Sportwear P. Ltd., at 2/1053A-1, Goundampalayam Road, Rayarpalayam, Palladam – 641 664, Tirupur District, Tamilnadu, India. represented by its authorized representative General Manager Mr.S.B.Karthikeyan (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** is an organization of Dr NGP RESEARCH AND EDUCATIONAL TRUST 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., **Heinrich Cycling & Sportwear P. Ltd.**, situated at **Palladam, Tirupur, Tamil Nadu**, a global cycling and sportswear designing & manufacturing company specialized in development and production of cycling, running, triathlon, winter, active wear, and team sports wear.

WHEREAS:

- A. **Heinrich Cycling & Sportwear P. Ltd.**, has agreed to provide Training to the Professor and recruit the trained students as per the requirement of the company from the Department of Costume Design and Fashion 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 Training of the Faculty Member and Recruitment of the trained students 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:

CLAUSE 1 – CO-OPERATION

First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the parties and believe that the close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

CLAUSE 2 - SCOPE OF THIS AGREEMENT

Curriculum Design: Second Party will give valuable inputs in the designing software and other related requirements to the first party, the first party will have to suitably customize the curriculum for the students as per their academic requirements.

Training the Professor: Second Party will teach and train the selected Professor of the First party through qualified Technical Trainer from the company as per the schedule allotted by the First Party.

Knowledge Transfer: The trained Professor will have to prepare a training schedule as per their academic calendar, transfer the knowledge to the identified students, assess and prepare an assessment report of the students at the end of the training period.

Recruitment of the students: The first party to share the assessment report of the identified students after the scheduled training is completed to the second party and they will recruit the students through Technical and one-to-one interview as per the requirement of the second party.

CLAUSE 3- INTELLECTUAL PROPERTY

Nothing contained in this MoU shall, by express grant, implication, 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 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, **Dr. N.G.P. Arts and Science College** and **Heinrich Cycling & Sportwear P. Ltd.**, have caused this agreement to be executed by their duly Authorized representatives.

CLAUSE 5 - SERVICES

We share the common vision of empowering the students by imparting technical skill sets and increasing their employability. To achieve our common goal, **Dr. N.G.P. Arts and Science College** and **Heinrich Cycling & Sportwear P. Ltd.**, would collaborate on the following framework to execute the students' skill training and recruitment.

Roles of Heinrich Cycling and Sportwear P. Ltd.

The following requirements of Second Party which fulfils the basic requirement of recruitment of adequately trained students should be complied by First Party.

1. In view of expansion in business and customer expectations the students need to start working and contributing to the expectations of the stake holders from day one.
2. For this purpose, the students are required to be adequately trained by the First Party.
3. The first party needs to provide an enthusiastic professor for grooming by second party.
4. The inputs for training module will be provided by second party and the professor needs to spend time at the company to acquire the necessary skill sets and get equipped for student training as per their academic calendar.
5. The professor should schedule a proper training module and roll out the training programme to the identified students and ensure that they acquire the necessary skill sets by proper testing and correction.
6. The professor will have to prepare an assessment report of the trained students and share the same with the Second Party.

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

The following requirements of first Party which fulfils the basic requirement of the students, professors and the institution should be complied by second Party.

1. The identified professor should be properly trained by the qualified technical trainer from the company.
2. The identified professor will prepare the training module & training schedule and share the same with the second party.
3. The training period of the professor in the company and the professor training the identified students will be scheduled as per the academic calendar.
4. Once the training assessment report is provided, the second party will come for the recruitment and placement of the students as per their requirement.

5. Apart from the placement, to improve the intellectual knowledge of the students the identified members of the company can give Guest Lectures, Seminars, Curriculum Design inputs, etc.

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.

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.

Financial Implications

- Both the parties do not transact any monetary values between them as per the roles agreed between them.

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 agree 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 Heinrich Cycling & Sportwear P. Ltd.
Name : <i>Dr. S. SARAVANAN.</i> Designation: Principal	Name : Mr.S.B.Karthikeyan Designation : General Manager
Signature : <i>S. Saravanan</i>	Signature : <i>S. B. Karthikeyan</i>
Date of Signature: 09.11.2024	Date of Signature: 09.11.2024

Witness:

1. *Dr. Meera Raman*
Meera Raman

2. *ALBA OANA EMILIA*
Alba Oana Emilia