

தமிழ்நாடு तमिलनाडु TAMIL NADU
20/01/2021 93AB 594013

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter it's called as "MOU") is made on Thursday 11th February 2021 at Coimbatore, Tamil Nādu, India.

By and Between

The **Dr. N.G.P** Arts and Science College (Dr. NGPASC), Dr. N.G.P. Nagar, Kalapatti Road, Coimbatere-642 109, 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 NoviTech R&D Pvt Ltd ,2nd floor, Sai Sruthi Complex, Ramnagar, Gandhipuram, Coimbatore - 641009, represented by its Managing Director Mr. A. VINOTHKUMAR (hereinafter referred to as "Second Party", Coimbatore based concern Software Services

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 NoviTech R&D Pvt Ltd is an organization was established in the year 2017.

WHEREAS:

- A. NoviTech R&D Pvt Ltd has agreed to assist Dr. NGPASC with respect to use of its institute to provide support to B. Sc. Computer 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 NoviTech R&D Pvt Ltd 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 To permit the students of the all programmes conducted by Dr. NGPASC to utilize the infrastructural and software facilities available at NoviTech R&D Pvt Ltd, Coimbatore.
- 1.2 To conduct Certificate Course theory and practical classes, Industrial Training, Skill Development programme at **NoviTech R&D Pvt Ltd** for the students admitted to B.Sc. Computer Technology programme at Dr. N. G. P. ASC.
- 1.3 To organize workshops/ Seminars/Hands-on training / Certificate course in recent technologies such as Artificial Intelligence, Machine Learning, IoT, Image Processing, Mobile Application Development, Data Analytics and so on for the benefit of Dr. N.G.P. ASC staff and students.

1.4 Dr. NGPASC agreed to pay Rs.1500 per student in two installments. First Installment at the beginning of the training and the second installment at the end to the training in favor of NoviTech R&D Pvt Ltd.

2. TERM & TERMINATION AND CONSEQUENCES OF TERMINATION:

2.1 TERM:

This Agreement shall be valid for a period of Two (2) 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 **NoviTech R&D 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 NoviTech R&D Pvt Ltd or of maintaining discipline in the NoviTech R&D Pvt Ltd. The students shall strictly adhere to all the policies laid down by NoviTech R&D Pvt Ltd.

4. REPRESENTATIONS AND WARRANTIES OF THE DrNGPASC:

- NoviTech R&D Pvt Ltd pertaining to leave, discipline, Practical classes, Training, Certificate course and project work schedule, grooming and etiquettes etc. More than two incidents of indiscipline/ non-cooperation will lead to intimation by NoviTech R&D 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 **NoviTech R&D Pvt Ltd** and Dr. NGPASC during the Practical, Theory classes and Training.

5. MISCELLANEOUS:

- 5.1 <u>Severability:</u> 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** <u>Counterparts:</u> This Agreement shall be executed in two counterparts, all of which shall constitute one and the same agreement.
- 5.3 <u>Financial Commitment:</u> 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 NoviTech R&D Pvt Ltd
Name: Prof. Dr. V. Rajendran	Name: Mr. A. Vinothkumar
Designation: Principal	Designation: Managing Director
Prof. Dr. V. RAJENDRAN M.Sc. M.Phil., MTech., (Nanotech), Ph.D., FinstP(London) Principal Dr. N.G.P. Arts and Science College Dr. N.G.P Kafapatti Road Coimbatore-641 048.	Date of signature: 11/02/2021 Coimbatore Co

2. VETTAI [V. MANIMEKALAI]

Witness:

1. [Dr-D, MAHESHWAR]