

## MEMORANDUM OF UNDERSTANDING

This agreement made on 21<sup>st</sup> December 2020 between **MSME (Ministry of Micro, Small and Medium Enterprises) Technology Development Centre, Chennai.** a Government of India, enterprise engaged in providing technology development training to public and educational institutions, having its registered office at 65/1,GST Road,Guindy,Chennai- 600 032 (here in after referred to as MSME TDC) Hereinafter called the **FISRT PARTY** represented by **Director, MSME Technology Development Centre, Chennai** And **Secretary and Director, Kongunadu Arts and Science College, G.N.Mills post, Coimbatore 641029.** Hereinafter called the **SECOND PARTY** and the parties had preliminary discussions in this matter and have ascertained areas of broad consensus. The parties now, have therefore, agreed, to enter in writing these areas of consensus, under a Memorandum of Understanding.

The Kongunadu College of Arts and Science has held detailed discussions for collaborating with MSME TDC for conducting industry oriented skill development certificate programs for the benefit of students studying in the College and has, on the basis of such discussions, recommended to conduct the Certification Courses on "**As per Annexure I**"

1. The Certification Courses "**As per Annexure I**" shall be conducted by MSME TDC through its faculty in the campus of Kongunadu Arts and Science College based on the syllabus and course content designed by MSME TDC, the details of which are contained in "**Annexure – I**" of this MOU.
2. The course shall be of minimum 30 (Thirty) hours duration and shall be conducted in multiple batches, each batch comprising not more than 100 Students, over consecutive week days or week-ends. The classes would be conducted as per Schedule mutually agreed by both of us (Kongunadu College & MSME TDC)

  
**A.KOLANJIVEL B.Tech.,M.BA**  
Asst. Director (T)  
MSME-Technology Development Centre  
(CFTI-Govt. of India Autonomous bodies)  
65/1, GST Road, Guindy, Chennai - 32.

  
SECRETARY  
Kongunadu Arts & Science College  
COIMBATORE - 641 029

3. All batches shall be imparted training in computer laboratories located inside the campus of the College –laboratories with capacity of around 70 students.
4. A minimum of about 100 students in a batch shall undergo the training by MSME TDC by engaging fully competent faculty.
5. The course fee per participant for the certification course shall be "**As per Annexure I**". The fees shall not be refundable
6. The College shall arrange to remit the entire fee payment of 100% of a total student strength in one lump sum, to MSME TDC before the commencement of the first batch. Course fees shall be remitted by the College directly to the **Current Account No. 10299691069** with **State Bank of India, Gundy Branch, Chennai** in the name of **Director, CFTI (IFS Code No. SBIN0000956)** or DD in the name of **Director, CFTI** payable at **Chennai**.
7. The College shall make available to MSME TDC, all the computer laboratories fully equipped with personal computers and other audio-visual teaching aids and requisite furniture, on all the days specified for conducting the said certification course.
8. MSME TDC shall arrange to upload the requisite trial version of supporting software, on all the computers located in the allocated computer laboratories at least one day prior to the date of commencement of the courses, which shall be used for training purpose only.
9. MSME TDC shall provide to all participants, Instructional/ course materials in soft form.
10. The College shall ensure that all participants enrolled shall attend all sessions on all the days of the program scheduled for each batch. The College shall depute its faculty for monitoring attendance, punctuality and discipline of the participants. Participants abstaining from sessions shall not be permitted to take the evaluation examination and obtain the certification awarded by **Government of India**.

  
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11. A Qualifying examination shall be conducted on completion of course of instructional sessions to assess the knowledge acquired by them during the course. Participants who secure minimum qualifying marks will be eligible for award of certification issued by **Government of India**.
12. Both parties agree that any and all information which are contained in this MOU including all issues discussed and negotiated mutually during the process of finalizing the MOU are strictly Confidential and Proprietary and shall be used only for the purpose of this MOU. Further, both parties agree that they shall prevent third parties from gaining access to such confidential and proprietary information.
13. The receiving party shall return all originals, copies, reproductions and summaries Confidential or Proprietary Information at the disclosing party's request, or at the disclosing party's option and certify destruction of the same.
14. Required approvals and /or clearances, if any, from "Competent Authorities" shall be obtained before signing the MOU.
15. This MOU shall become effective upon signature by both the parties concerned and shall be in force for a period of two year from the date of signing unless otherwise extended or substituted by another MOU or Agreement.
16. The substantive law governing this MOU shall be that of laws in India with the jurisdiction of Courts at Chennai only.

Either Party hereby agrees to indemnify the Other Party and its properties duly from and against all actions, demands, proceedings, prosecutions attachment and the like arising out of this memorandum of understanding.

  
**A.KOLANJIVEL B.Tech.,M.BA**  
Asst. Director (T)  
MSME-Technology Development Centre  
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**FORCE MAJEURE**

Notwithstanding the provisions of the Agreement, **Either Party** shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Parties and not involving the Party and not involving the Party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, Either Party shall promptly notify the Other Party in writing of such conditions and the cause thereof. Unless otherwise directed, both Parties shall continue to perform their obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**Mutual Indemnification**

**Either Party** hereby agrees to indemnify the Other Party and its properties duly from and against all actions, demands, proceedings, prosecutions attachment and the like arising out of this memorandum of understanding.

**Annexure Enclosed**

Any annexure to this document will be considered as part of the MOU.

**MSME Technical Development Center**

**Kongunadu Arts and Science College**

Name:

*A. K. OLANSIVEL*

Title: Director

Date:

*31. 12. 2020*

Name: Dr. C.A. VASUKI

Title: Secretary & Director

Date : 21-12-2020



**WITNESSES:**

1. *R. Azhagu Mani*  
31-12-2020  
R. Azhagu Mani  
Training Coordinator

2. *Rajesh Kumar P*  
RAJESH KUMAR.P  
Training Coordinator

1. *S.R. Madhan Shankar*  
21.12.2020  
S.R. MADHAN SHANKAR  
Dean - Academics

2. *Dr. T. Jayahumar*  
Dr. T. Jayahumar  
Dean - School of Commerce & Mgt  
Kongunadu College of Arts & Science  
Coimbatore - 641029. Sui.

## Annexure - I

MSME-Technology Development Center is a Govt. of India Institutions functioning under Ministry of Micro Small Medium Enterprises, has initiated to conduct various skill development training programs based on the industrial need and requirements. The prime objectives of this training is to prepare the students ability to demonstrate the required competency on the field of Tally ERP 9 Basic level and Advanced level. GST Practitioner and Income Tax Practitioners as per the requirement set forth by MSME- TDC Chennai based on the industrial requirements and to empower the students with employability skills set. The students will be able to approach the industry confidentially after completing this training program.

In this regards we proposed to conduct the following training for Department of commerce at your campus

- 1, Tally ERP 9 for 40 hrs. , course Fee is Rs, 6300/- for the public program
- 2 Tally ERP 9 for 60 hrs course Fee is Rs, 7200/- for the public program
3. GST-Practitioner for 30 hrs course Fee is Rs, 5900/- for the public program
4. Income Tax Practitioner for 40 hrs course Fee is Rs.7200/- for the Public Program
5. Entrepreneurs Development programs – 5 Days Course Fees is Rs.5900/- (8 hrs per Day) for the Public Programs

**For Students category we may offer 70% Scholarship for all the courses if candidate's enrolment is more than 300 numbers for above courses**

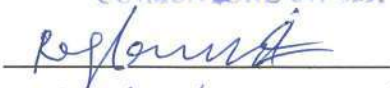
Further, you are informed to finalise the date, total number of candidates participating this training program and inform us at earlier for necessary arrangements.

### WITNESS 1

By   
Name Dr. M. Lekeshmanaswamy  
Title Principal  
Date 21-12-2020

  
SECRETARY  
Kongunadu Arts & Science College  
COIMBATORE - 641 029

### WITNESS 2

By   
Name R. Azhagu Mani  
Title Training Coordinator  
Date 31-12-2020

  
A.KOLANJIVEL B.Tech.,M.BA  
Asst. Director (T)  
MSME-Technology Development Centre  
(CFTI-Govt. of India Autonomous bodie )  
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