

**Memorandum of Understanding**

This Memorandum of Understanding is made on **31<sup>st</sup> January 2022**

**BETWEEN**

**Shrimati Indira Gandhi College (Nationally Accredited at 'A' Grade (3<sup>rd</sup> cycle) by NAAC)** affiliated to the Bharathidasan University located at Chatram bus stand, Trichy-620 002, Tamil Nadu, India, herein after referred to as "**SIGC**" (Which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the **First Part**,

**AND**

**GTT Foundation** a Non-Profit Organization registered having its registered office at 10, Talera Park, Kalyani Nagar, Pune-411014 hereinafter referred to as "**GTTF**" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the **Second Part**

**WHEREAS:**

1. **SIGC** is an educational institution that offers education in various fields of Arts, Science, Commerce & Management.
2. **GTT Foundation** is engaged in the field of education & employability domain that provides training to the students as part of their CSR activity.
3. **SIGC** is willing to enter into a Memorandum of Understanding (MOU) with **GTTF** for the skills enhancement training program through the technology platform or other face to face initiatives.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**1. Objective:**

The objective of this MOU is to enable students of **SIGC** and its affiliated college access to resources that would enhance their employability.

## 2. Period of MOU:

This MOU shall come into force and effect from the date of execution and shall remain valid for a period of **Three years** from such date after which the same may be reviewed by either party. However, if the same is not renewed this arrangement will be deemed terminated on the expiry of the said duration period.

## 3. Roles & Responsibilities of the College:

- a. The College shall be responsible to nominate one person with adequate accountability and responsibility to coordinate the engagement. The person so appointed would act as the single point of contact (SPOC) for the proposed initiative.
- b. The College shall share in their letterhead the details of the students who will attend the aforesaid training program with GTTF like name, email ID, contact details, Name of the Company in which Candidate is placed (current Company), qualification (along with the year of completion/pursuing) and other documents as per GTTF training requirements.
- c. It would be the responsibility of the College to ensure that proper publicity of the Program is made through college website.
- d. To encourage the students to register for the Program by informing them about the benefits of the program.
- e. **SIGC** to refrain conducting any of their training or call with the students when GTTF training is going on.
- f. It would be their responsibility to ensure that all their students adhere to training schedule.
- g. To provide all the support services and facilities to **GTTF** during the conduct of the said Training Program.
- h. To coordinate with GTTF and facilitate conduct of all the assessments including the assessment to be conducted by the external agency (if any) identified by GTTF, as per schedule communicated by GTTF.
- i. To provide the placement details of the students who have undergone the aforesaid training.

## 4. Roles & Responsibilities of GTTF:

- a. GTTF shall be responsible to provide access to employability enhancement related activities through blended learning model.



- b. GTTF will arrange for assessment of its own and also arrange external assessment as required.
- c. GTTF will facilitate placement of students with their client/ customer companies in suitable positions and also recruit for their own requirements.

**5. Other Terms & Conditions:**

Following are the other terms and conditions of MOU:

- a. The students enrolled should complete the training as scheduled.
- b. The students should register online through SDMS and appear for Assessments as required.
- c. Program Coordinator to be appointed by college
- d. TPO's active support and participation is required for smooth & efficient conduct of the program.
- e. The College shall not write/publish any material or use any logos/names of GTTF/ in any of the publications without prior written consent and approval from GTTF.

**6. Commercials:**

This skills enhancement **training program** is free of cost. GTTF shall not charge any fees on whatsoever account/name from the students or the College for conducting the aforesaid training program.

**7. Certification:**

Certificates shall be awarded by GTTF to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

**8. Limitations and Warranties:**

Both parties agree that it would be their endeavor to prevent any liability arising out of default or non-compliance of the MOU terms by the other party.

**9. Termination:**

- a. Both parties can terminate the MOU with a prior written thirty (30) day notice on default of terms or non-adherence to any condition or responsibilities by the other party as outlined in this MOU in case such default is not rectified within such 30 days.



- b. Both parties also agree that it would be their professional endeavour that despite any termination of the MOU, progress would continue, without any prejudice to the ongoing Training Programs, which would be without any hindrance and would be progressed for completion.

**10. Entirety & Amendment:**

This MOU contains the entire understanding between the Parties in relation to the Training Program. If during the operation of the MOU, circumstances may rise which call for alteration / modification to this MOU, such alteration / modification shall be mutually discussed and agreed upon in writing. Such changes will be formalized in writing as an 'Addendum' to this MOU. Any changes/amendments to this MOU not in conformance to this section shall be deemed to be void-ab-initio.

**11. Intellectual Proprietary Rights:**

All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same. Upon termination of this MOU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MOU shall return such information to the requesting Party.

**12. Confidential Information:**

- a. Both parties undertake to each other to keep confidential all information (written or oral) concerning the business and affairs of the other, which has been obtained or received during the course(s) of performance hereunder, save that which is inconsequential or obvious;
- b. Already in its possession other than as a result of a breach of this clause; or in the hands of the public other than as a result of a breach of this clause.
- c. In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.



- d. Both parties agree not to deal directly or enter into any business agreement with any of the partners or associates or customers of either party during the term of the agreement and also after the agreement have been terminated, not earlier than two years from the date of termination.

**13. Force Mature:**

- a. Neither party to this MOU shall be liable for any failure or delay on its part in performing any of its obligations under this MOU, if such failure or delay shall be result of or arising out of Force Mature conditions and, provided that the party claiming Force Mature shall use its best efforts to avoid or remove such cause of non-performance and shall fulfil and continue performance hereunder with the utmost dispatch whenever and to the extent such cause or causes are removed.
- b. Any extraordinary event, which cannot be controlled by the parties, shall for the purpose of this MOU be considered as a Force Mature event. Such events include acts of God, acts or omissions of any Government or agency thereof, compliance with rules, regulations or order of any Government Authority. Provided however, if either party claims that existence of any of the aforesaid conditions is delaying or disabling the performance by said party of its obligations under this MOU, such party shall give immediate notice to the other party of the existence of such conditions whose existence are claimed to delay or disable the performance of obligations as aforesaid.

**14. Non-Solicitation:**

The College agrees that during the term of this Agreement and for a period of three 3 years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of GTTF

**15. Jurisdiction and Arbitration:**

- a. In the event of any dispute or difference between the Parties here to, the courts in Pune alone shall have exclusive jurisdiction to try any matter arising between the Parties here-to and accordingly both the Parties shall submit to the exclusive jurisdiction of courts in Pune, Maharashtra.



b. Any dispute arising out of, in relation to or in respect to this MOU shall be settled through mutual consultation and agreement, by the Parties to this MOU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as on the day, month and year first herein above written

For Shrimati Indira Gandhi College

  
(Authorized Signatory)

Name: Dr. S. VIDHYALAKSHMI

Designation: PRINCIPAL

Place: TIRUCHIRAPPALLI

Date: 31.01.2022

Stamp:



For GTT Foundation.

  
(Authorized Signatory)

Name: Neha Sharma

Designation: Company Secretary

Place: Pune

Date: 31.01.2022

Stamp:



**MEMORANDUM OF UNDERSTANDING ("MOU")  
BETWEEN  
CONFEDERATION OF INDIAN INDUSTRY  
AND  
SHRIMATI INDIRA GANDHI COLLEGE**

Agreed and executed on the 04<sup>th</sup> of February 2022

**Confederation Of Indian Industry ("CII")**, a society registered under the Societies Registration Act, 1860, a not for profit and industry managed organisation and having its Central Office at The Mantosh Sondhi Centre 23, Institutional Area, Lodi Road, New Delhi -110 003, India (hereinafter referred to as "**CII**"), represented by its authorised signatory Mr Kothuriti Kishor, Chair, YUVA, Yi Trichy Chapter, which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees).

**And**

**SHRIMATI INDIRA GANDHI COLLEGE** is an Educational Institution at No: 369 College Road, Near Chatram, Theppakulam, Tamil Nadu 620002 (hereinafter referred to as "**SIGC**") represented by **Mr. K. CHANDRASEKHARAN, CEO** which expression shall unless repugnant to the context and meaning thereof include its successors, administrators and permitted assignees.

Hereinafter individually referred to as CII or **SIGC**, as it may be, and collectively referred to as the Parties.

**WHEREAS:**

CII is a non-government, non-profit, industry led and industry managed organization, which works to create and an environment conducive to the growth of industries in India through advisory and consultative process CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities through a range of specialized services and strategic global linkages. Young Indians (Yi) is an initiative and integral part of the CII formed with an objective of creating a platform for Young Indian's to realize the dream of a developed nation. It has over 3200 direct members in 46 city chapters, and indirect membership of 29500 through its Yuva. "To become the Voice of Young Indian's Globally" being the vision of Yi, it reaches out to the global Indians wherever they are to make them an integral part of the Indian Growth Story. The Yi Yuva platform is one of the most active focus areas within Young Indians by which Yi members

engage students from across the country in various initiatives that the students conceptualize, plan and execute. The objective is to create a bridge, a platform for the students to work in cross functional teams with a broad objective of enhancing their leadership skills and giving back to the nation. In the process, the students work in leadership roles while operationalizing projects that are based on self-development, skill building, community service and nation building.

#### **WHEREAS:**

Shrimati Indira Gandhi College, a Unit of the 133 year old National College Council, was inaugurated in 1984 by the then Vice - President of India, His Excellency Shri.R.Venkataraman and has grown by the untiring efforts of Late Shri K. Santhanam, Secretary, under the Presidentship of Late Shri. Y.Venkateswara Dikshithar. The College is Nationally Accredited at 'A' Grade (3rd Cycle) by NAAC. The object of the Founders is not merely to foster the Higher Education of Women but to make them economically Self-reliant, by the introduction of JobOriented courses. And we are happy to state that many of our alumni are well placed and well settled in life. We have successfully produced 1000s of sports persons across International, National Inter-University, State and District Level.

The College has made rapid strides within Thirty Five years and has become a recognised Premier Institution for the Higher Education of Women, with 16 Major Programmes of Study at the Degree level and 11 at the Post-Graduate level, including the AICTE Approved M.B.A. Full Time Programme, besides M.Phil. in Commerce, Computer Science, Mathematics, Management, Tamil, Social Work and Microbiology and Ph.D. in Computer Science, Mathematics, Commerce, Tamil, Management and Microbiology.

Our college is permanently affiliated to Bharathidasan University, Tiruchirappalli and obtained the UGC recognition 2(f) and 12(B) status in the year 1994. We are Accredited at 'A' Grade (3rd cycle) by Nationally Accredited and Assessment Council, New Delhi

Our students have secured 2216 University Ranks in various programmes from 1987 to 2021 and also, they excel in Co-Curricular activities.

#### **NOW THEREFORE, BOTH THE PARTIES HEREBY AGREE AS UNDER**

##### **ARTICLE I: Purpose and Objectives**

Both the Parties, by way of this MOU express their commitment to collaborate with each other to:

- i) The role of the institution would be to enroll All students or minimum of 50 students at the beginning of the year and increase the same substantially through the years.
- ii) Yi and Education Partner shall motivate and provide opportunities to the students to engage in activities and initiatives that they conceptualize, create reports regularly on their activities to the Yi Executive Member and participate in the Yi National & Chapter events in other cities like the summit (finer details to be worked in coherence with the institution's policies)



Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. Each party is responsible for its own taxes and compliances in respect to the deliverables envisaged herein and shall not hold the other party responsible for such taxes and compliances. This is merely a broad understanding between the parties in furtherance to the common intention for accomplishing the objectives mentioned herein above. In future, if the parties intend to enter into any financial arrangement, the legal rights and commercial obligations of the parties as applicable shall be delineated through separate documents on case-to-case basis. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

- ii) Both the Parties shall be free to collaborate with and seek financial support, donations from national and International organizations, partners for cooperative activities to be undertaken under this MOU.

### **ARTICLE III: Coordination Between Facilitators**

Both the Parties shall nominate one or more senior representative/officer, who shall be the point of contact/facilitator for the purposes of this MOU. The facilitators of both the Parties shall maintain regular contact with the other Party as well as propose and review different academic projects, programs and other activities in furtherance of objectives of the purpose and objectives envisioned under this MOU. The Facilitators may also be required to report to and coordinate with different committees or boards for the purposes of this MOU, as may be necessary.

### **ARTICLE IV: Intellectual Property Rights**

Both the Parties shall:

- i) Share with each other all data, research and findings relating to activities, projects undertaken under this MOU.
- ii) Enjoy joint ownership of all intellectual property rights in terms of copyrights, patents, trademarks for any discoveries, inventions research and any outcomes resulting from joint activities undertaken under this MOU.

### **ARTICLE V: Confidentiality**

For the purposes of this MOU:

- i) either of the Parties who provides any sensitive or commercial information shall be referred to as '**Disclosing Party**' and
- ii) either of the Parties, receiving such information shall be referred to as '**Recipient Party**'.

The Recipient Party shall use the confidential information of the provided by the Disclosing Party solely in accordance with the provisions of this MOU and will not disclose or permit to be

disclosed, the same, directly or indirectly, to any third party without the Disclosing Party's prior written consent.

The Recipient Party shall exercise all care and caution in protecting the confidential information provided by the Disclosing Party, from any unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information which:

- i) is publicly available,
- ii) obtained by the other party from third parties without restrictions on disclosure,
- iii) independently developed by the other party without reference to confidential information, or
- iv) required to be disclosed by order of a court or other law enforcement entity, provided written notice of such compelled disclosure before court or law enforcement entity is intimated to the Disclosing Party.

#### **ARTICLE VI: Governing Law, Jurisdiction & Arbitration**

- i) This MOU shall be construed, interpreted and enforced in accordance with Laws of India.
- ii) In case of any differences, both the parties, shall make all efforts to settle the disputes amicably through mutual discussion and negotiation, failing which, dispute(s) shall be referred to a sole Arbitrator appointed by both the Parties, as per provisions of Arbitration and Conciliation Act, 1996 including. Language of Arbitration shall be English and place of Arbitration shall be New Delhi, India.
- iii) Subject to the Arbitration Clause, the Courts competent jurisdiction at Delhi shall have exclusive jurisdiction in respect of any and all matters pertaining to this MOU.

#### **ARTICLE VII: Miscellaneous**

- i) This MOU can only be amended in writing by mutual consent of both the Parties.
- ii) This MOU shall come in effect from the date of affixing signature by both the Parties and shall remain valid for a period of Three (03) years from that date, subject to any written notice by one party to the other party, expressing its intent to terminate this MOU.
- iii) Either of the Parties, may terminate this MOU by way of 2 (two) months advance notice. In such an event, both the Parties, shall make all endeavors to fulfil their obligations and responsibilities for any ongoing program(s), project(s) or any endeavor(s) which has been initiated under this MOU.
- iv) This MOU may be executed in counterparts including but not limited to MOUs, communications exchanged defining responsibilities, obligations of both the Parties for different programmes, initiatives etc. under this MOU, each of which shall be deemed to be an original, and all of which, taken together, shall constitute an integral part of this MOU.

- v) If any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- vi) The captions of the clauses of this MOU are for convenience of reference only and in no way define, limit or affect the scope or substance of any clause of this MOU.

IN WITNESS WHEREOF the parties hereto have executed this MOU, in duplicate, by their duly authorized representatives on the date, month and year first written above.

Kishore

K Chand

V Koushick Balaji

Mr Kothuriti Kishor  
Yi Yuva Chair  
Yi Trichy Chapter

Mr K CHANDRASEKHARAN  
CEO  
Shrimati Indira Gandhi College  
**CHIEF EXECUTIVE OFFICER**  
**Shrimati Indira Gandhi College**  
**Tiruchirappalli - 2.**

Mr V Koushick Balaji  
(Executive)  
Yi Trichy Chapter

