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# **Nallamuthu Gounder Mahalingam College**

(An Autonomous Institution, Affiliated to Bharathiar University)
90,PalghatRoad,Pollachi -642001,Coimbatore, Tamil Nadu, India.
95<sup>th</sup> Rank in NIRF –2023 - Among Colleges in India.



# LIST OF MOUS, STUDENT EXCHANGE AND STAFF EXCHANGE PROGRAMMES

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ஆர். விவேகானந்தன், முத்திரைத்தாள் விற்பு கையாளர், உரியம் என் : 12096 / த 1,77 19 T. கோட்ட சம்பட்டி, பெள்ளாசச், தமிழ்நாடு

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is signed on 05/02/2024, 12.00 PM at Nallamuthu Gounder Mahalingam College, Pollachi - 642001.

#### **BETWEEN**

Party (1):

The Principal, Nallamuthu Gounder Mahalingam College,

Pollachi-642001, Coimbatore District.

AND

Party (2):

Study Shinee Software Solution, 17 LG Complex,

Venkatasa Colony, Pollachi-642001, Coimbatore District.

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The two parties hereby mutually agree upon and place on record their signature on this document with their full conscious. To work together on the following terms,

Party (1) shall provide support and collaboration to Party (2) in matters pertaining and related to:

- 1. Permit the B.Sc students of Computer Science (SF) for undergoing training programmes to impart industrial competency and technology upgradation at party (2) premises for the students to acquire skills required for career development.
- 2. To undertake research and consultancy work as required by party (2).

Party (2) shall provide support and collaboration to Party (1) in matters pertaining and related to:

- 1. Curriculum design and development of the institution by the way of willingness to participate in the board of studies for giving valuable inputs as an industry member.
- 2. To provide pre-placement training programmes that will be helpful for the students in building their career and thereby recruit students.
- 3. To organize workshops, seminars and motivational programmes at party (1) premises for the students to acquire skills required for the global competency.
- 4. To provide internships to the students at party (2) premises to equip students are industry ready.

Both parties agrees for this agreement for another three years, which starts from 05/02/2024.

Party (1): For Principal

Dr. R. MUTHUKUMARAN,

M.A.,M.Phil.,B.Ed.,Ph.D., PRINCIPAL

N.G.M. College, Pollachi - 642 001 Coimbatore District

(Seal)

### Witnesses Name & Signature

- 1. For the Head of the Department UG Department of Computer Science (SF) Nallamuthu Gounder Mahalingam College Pollachi – 642001.
- 2. For the Advisor Computer Infrastructure Nallamuthu Gounder Mahalingam College Pollachi – 642001.
- 3. For Study Shinee Software Solution Pollachi 642001.

Party (2): For Study Shinee Software Solution

(Seal)

Head of the Department

Department of Computer Science (SF)

Natlamuthu Gounder Mahalingam College

Pollachi – 642 001

K. SRINIVASAN, M.C.A.,

Associate Professor of Computer Science
Advisor - Computing Infrastructure
Nallamuthu Gounder Mahalingam College
Pollachi - 642 001.

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Principal

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# **Memorandum of Understanding**

This memorandum of understanding (MOU) is executed on 10th July, 2023, BY and BETWEEN ByteForza Technologies Private Limited, a company incorporated under the provisions of companies Act, 1956 and having its registered office at Coimbatore Tamil Nadu", represented by its authorized signatory, hereinafter referred to as 'ByteForza' on the ONE PART (which expression whenever used shall mean and include its successors, administrators and assigns),

AND

UG Department of Computer Applications, Nallamuthu Gounder Mahalingam College, declared as

an educational institution and having its campus at Palghat Road, Pollachi-642001, Coimbatore (DT), Tamil Nadu represented by the authorized signatory Dr. K. Haridas, Head UG Department of Computer Applications Hereinafter referred to as "Institution" on the OTHER PART (which expression whenever used shall mean and include its successors, administrators and assigns).

(ByteForza and institutions are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS ByteForza is a global information technology services company and provides IT and business consulting, application support and maintenance, development, systems integration and managed services to its customers.

AND WHEREAS Institution is an Education entity and providing quality education in Arts and Science Discipline.

Institution has evolved a comprehensive student-centric learning approach consisting of several stages and designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills and positive attitudes.

AND WHEREAS Institution, for the purpose of enriching practical skills and imparting industry relevant course curriculum to students of all arts and science disciplines in the field of Computer Applications(CA) has approached ByteForzaforforging an industry-institute academic alliance with the intent to facilitate and train institution's students and faculty on "software Technologies" by utilizing ByteForza's relevant experience and by deputing ByteForza's representatives from time to time at the institution with the object of providing exposure to institutions faculty and students to current industrial needs and requirements.

AND WHEREAS ByteForza, with a bonafide and non-commercial intention of serving the purpose of education and making the students more exposed to the present industrial need and requirements thereby reducing the cost and time involved in training and making them skill based personnel after graduation, have accepted the request of Institution.

Accordingly, the parties have decided to reduce into writing their mutual representations and understanding and stated hereunder:

# NOW THIS MOU WITNESSETH AS FOLLOWS:

Pursuant to the foregoing covenants, the parties hereby agree and state as follows:

- 1. That the Parties on this day have executed this MOU with an intention to enhance the quality of the educational experience for students and training the faculty of institution and also for industry institute collaboration between the parties for mutual benefit and pursuant thereto the parties agreed for:
  - i. ByteForza may as mutually agreed from time to time, provide institution with certain material and collaterals and Institutions shall use the materials under the guidance of ByteForza and only for the purposes of this MOU.
  - ii. The final year students to be trained will be pre-selected by ByteForza (herein after referred to as the 'Pre-selected Students').
  - iii. The course will be imparted for the duration specified by ByteForza as an additional training program. This program will be run during the pre-final/final semester of the graduation course being offered by Institution for the Pre-selected students.
  - iv. Institution shall train all the pre-selected students pursuant to this MOU for the curriculum agreed with ByteForza.
  - v. Pre-Selected Students who undergo this program as part of their pre-final/final semester may also be given an internship opportunity by ByteForza either in its office or through virtual mode.
- Pre-Selected Students who undergo this program shouldn't be encouraged for any further placements. Any drop outs will definitely be a huge setback because we would have spent considerable time from both ends on training.
- 3. The MOU shall be valid for one year from the date of execution. The parties shall be at full liberty to terminate the MOU at any time by issuing prior written notice of thirty (30) days. The parties shall make reasonable efforts for the performance of the MOU and shall in good faith co-operate with each other in duly performing the obligation agreed upon. The parties herein have agreed to perform various obligations with a voluntary service motive and there is no monetary obligation/consideration involved herein between the Parties. Under no circumstances, ByteForza shall be treated as the vendor, contractor and agent of Institution (or vice-versa).
- 4. Institution shall have to bear all expenses towards providing infrastructures, network and internet access and the other facilities required for the education and training. Training of the faculty members or more number of students than agreed or using licenses for any other commercial/non-commercial purposes will be a breach of this

- MOU and such use may attract legal action along with immediate termination of the MOU.
- 5. The institution shall indemnify, defend and hold ByteForza, its subsidiaries and affiliates thereof and their respective officers, directors, agents and employees, harmless from and against all claims, damages, liabilities, costs, losses and expenses, including reasonable attorneys' fees and expenses incurred, related to or arising from:
  - a. Bodily injury or damage to property incurred from or in connection with the performance of Institution under this MOU;
  - Any claim by or against ByteForza arising out of a breach by the Institution of any obligations(Including, without limitation, any warranty, confidentiality, intellectual property, assignment obligations) under this agreement;
  - The infringement, misappropriation or a claim of infringement or misappropriation of any patent, copyright, trademark or other proprietary or intellectual property right of a third party;
  - d. The acts, omissions, negligence or misconduct of the institutions or its students, officers, directors, agents, representatives, assigns, personnel and employees;
  - e. Any claims by the students or third parties against ByteForza related to this MOU.
- 6. ByteForza may also provide the Institution with publicity material such as handouts, information brochures and posters, and the Institution shall return any such materials, to ByteForza on the termination or expiry of this MOU, or as and when requested to do so by ByteForza.
- 7. Except for collaboration related to specific domain Institution is not barred from having collaborations with other organizations. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. For initiatives which are planned for specific domain Institution can invite guest speakers with prior approval from ByteForza. Any other event in this domain will be conducted in collaboration with ByteForza.
- 8. The parties shall independently meet their expenditure incurred by the respective parties in performing their part of obligations agreed here in.
- 9. The parties shall respect the intellectual property of the other party and third parties and shall not use the trade name, trade mark, copy right, patent, symbol or designation belonging to the other party without prior approval and permission.
- 10. The parties shall maintain confidentiality of all information, course materials, plans, discussions, strategies, data or any material which shall be deemed to be confidential.

11. IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, COVER, LOSS OF OR INTERRUPTION OF BUSINESS OF CUSTOMER OR ANY OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES, THE DELIVERABLES, ANY SOFTWARE OR ANY OTHER MATERIALS OR ITEMS, EVEN IF SUCH DAMAGES ARE REASONABLY FORESEEABLE; AND (B) BYTEFORZA AGGREGATE LIABILITY ARISING OUT OF THIS MOU FOR ANY CLAIM OR CLAIMS EXCEED INR 1000.

- 12. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
- 13. The parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
- 14. Neither of the parties shall not use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
- 15. ByteForza will be provided with DAY 2 slots during the campus placements by the Institution, which will be finalized based on mutual discussion and agreement.
- 16. The parties hereby agree that ByteForza shall not be under any obligation under this MOU to recruit any student from the institution and the latter shall not make any claims in that regard.
- 17. The parties may negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and/ or modifications to the MOU will require written approval from both parties.

IN WRITTEN WHEREOF both parties put their hard seal on the day, month and year stated herein above:

Date: 10th July, 2023

Place: Coimbatore

Name: Azagappan PS

Company: ByteForza

Date: 10th July, 2023

Place: Pollachi

Name: Dr. K. Haridas

Institution: Head, UG Department of

Computer Applications
NGM College, Pollachi.

Signature:

Signature:

Dr. K.HARIDAS, M.C.A., M.Phil., Ph.D., Associate Prof. & Head, Department of Computer Applications, N.G.M. College (Autonomous), Pollachi - 642 001.



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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MoU) dated this 04<sup>th</sup> March 2021, entered between Department of Physics, Nallamuthu Gounder Mahalingam College, Palaghat Road, Pollachi, Tamil Nadu 642001 represented by Head of the Department of Physics & Principal and M/s.Profenaa Industrial Training Centre, Pollachi Coimbatore, represented by M.Muthuraj, Managing Director, M/s.Profenaa Industrial Training Centre, 43/1, Agni Amman Complex, Raja Mill Road, Pollachi-642001.

The Memorandum of Understanding states the terms and conditions under which on-site Programmes shall be conducted by M/s.Profenaa Industrial Training Centre, Coimbatore, at the Nallamuthu Gounder Mahalingam College, and lists here in the respective responsibilities of the Nallamuthu Gounder Mahalingam College, and M/s.Profenaa Industrial Training Centre, Coimbatore.

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Or. T.E. Manjulavalli, M.Sc. M.Phil., Ph.D., Assistant Professor and Head PG & Research Department of Physics NGM College (Autonomous) Pollachi - 642 001, Tamil Nadu.



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Memorandum of Understanding
between Sri Eswar Academy(School of Professional Studies ACCA, CA, CMA,CS), Pollachi and
Department of Commerce (Professional Accounting), NGM College (Autonomous),
Pollachi

The Purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between Sri Eswar Academy, (School of Professional Studies ACCA, CA, CMA,CS), Pollachi and Department of Commerce (Professional Accounting), Nallamuthu Gounder Mahalingam College (Autonomous), Pollachi. Both parties to this MOU share the goal of providing practical training to the students of Department of Commerce (Professional Accounting), NGM College (Autonomous), Pollachi for the period from June 2020 to May 2023.

The MOU will cover the following proposal:

- To provide industrial and practical training in the areas of Bookkeeping, Accounting, Computerized Accounting and Auditing, Income Tax Audit, GST Audit, Filing of GST Returns, Filling of Income Tax Returns to the students of and Department of Commerce (Professional Accounting), NGM College (Autonomous), Pollachi.
  - To support the students in career guidance.

Dr. P. Sowimya Prabu Director, Sri Eswar Academy Auditor, Sri Eswar & Co Pollachi. Dr. S. B. Gayathri,
Head of the Department,
Department of Commerce (Professional Accounting),
Nallamuthu Gounder Mahalingam College, (Autonomous),

Dr. P. M. Palanisamy, Principal,

Nallamuthu Gounder Mahalingam College (Autonomous), Pollachi.



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Memorandum of Understanding

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between Krishnasamy & Associates, Chartered Accountants, Pollachi and Department of Commerce (Professional Accounting), NGM College (Autonomous), Pollachi

The Purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between Krishnasamy & Associates, Pollachi and Department of Nallamuthu Gounder Mahalingam College Accounting), Commerce (Professional (Autonomous), Pollachi. Both parties to this MOU share the goal of providing practical training to the students of Department of Commerce (Professional Accounting), NGM College (Autonomous), Pollachi for the period from June 2020 to May 2023.

The MOU will cover the following proposal:

· To provide industrial and practical training in the areas of Bookkeeping, Accounting, Computerized Accounting and Auditing, Income Tax Audit, GST Audit, Filing of GST Returns, Filling of Income Tax Returns to the students of and Department of Commerce (Professional Accounting), NGM College (Autonomous), Pollachi.

• To support the students in career guidance.

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CA. M. Shankar Krishnasamy Chartered Accountant M No. 229668 Krishnasamy & Associates Pollachi

Dr. S. B. Gayathri,

Head of the Department, Department of Commerce (Professional Accounting), Nallamuthu Gounder Mahalingam College (Autonomous),

Pollachi.

Dr. P. M. Palanisamy,

Principal,

Nallamuthu Gounder Mahalingam College (Autonomous),

Pollachi.



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Memorandum of Understanding
between CA. S. Rajesh, Chartered Accountant, Pollachi and
Department of Commerce (Professional Accounting), NGM College (Autonomous),
Pollachi

The Purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between CA. S. Rajesh, Chartered Accountant, Pollachi and Department of Commerce (Professional Accounting), Nallamuthu Gounder Mahalingam College (Autonomous), Pollachi. Both parties to this MOU share the goal of providing practical training to the students of Department of Commerce (Professional Accounting), NGM College (Autonomous), Pollachi for the period from June 2020 to May 2023.

The MOU will cover the following proposal:

- To provide industrial and practical training in the areas of Bookkeeping, Accounting, Computerized Accounting and Auditing, Income Tax Audit, GST Audit, Filing of GST Returns, Filling of Income Tax Returns to the students of and Department of Commerce (Professional Accounting), NGM College (Autonomous), Pollachi.
  - To support the students in career guidance.

CA. S. Rajesh
Chartered Accountant
14, Mariappa Pillai Street,

Pollachi – 642 001. Coimbatore District. Dr. S. B. Gayathri,
Head of the Department,

Department of Commerce (Professional Accounting), Nallamuthu Gounder Mahalingam College, (Autonomous), Pollachi.

Dr. P. M. Palanisamy,

Principal,

Nallamuthu Gounder Mahalingam College (Autonomous), Pollachi.



T.C.S., Chennai.

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on the 7<sup>th</sup> day of June, 2019 by and between Tata Consultancy Services Ltd., a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and Nallamuthu Gounder Mahalingam College (Autonomous), and having its principal office at 91, Palakkad Road, Pollachi –642 001 (hereinafter referred to as "Institute").

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PRINCIPAL
N.G.M. COLLEGE, POLLACHI

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TCS and Institute are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may require.

WHEREAS Institute is engaged in providing educational degrees at graduate << and/or postgraduate>> level in various streams << and/or autonomous institution or affiliated to Bharathiar University

WHEREAS TCS is *inter alia* engaged in the business of provision of various information technology services, business solutions, consultancy and outsourcing services worldwide; and

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WHEREAS, the Parties recognize each other competencies and hereto agree that a strategic relationship between them will benefit each other.

NOW THIS MOU aims to capture the understanding reached between TCS and Institute regarding each other's roles and responsibilities:

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N.G.M. COLLEGE, POLLACHI

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T. C.S., Chennai. S.BALAMURU

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POLLACHI - TAMILMADU
L-No. 15129 / 251 / 2014-4

I) UNDERSTANDING

This MOU is intended to cover a specific collaborative effort between TCS &Institute under the academic interface program driven by TCS under which TCS will work towards developing and designing and/or providing industry specific application oriented courses ("TCS Designed Course(s)") which can be offered by the Institute as elective courses for specific degree specializations ("Option 1"); and/or as full curriculumspecializations streams in Business Process Services / Management and related domains "Curriculum") at the bachelor's degree level ("Option 2") or post-graduate degree level ("Option 3"),as may be agreed to by the Parties and details outlined in **Annexure A**. The term 'Curriculum' as used in the MOU shall apply only when Option 2 and/or Option 3 are agreed to in Annexure A.

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The agreement between TCS and Institute would be effective from 7<sup>th</sup> June 2019 ("Effective Date") and shall be valid up to 6<sup>th</sup> June 2020.

# ) ROLES AND RESPONSIBILITIES:

#### A. Role of TCS:

TCS agrees to design and develop TCS Designed Course(s)identified in the AnnexureA. The final choice of TCS Designed Course(s) to be offered by the Institute to its students will be jointly agreed between TCS and the Institute.

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TCS role will be restricted only to designing and developing the course contents and curriculum of the TCS Designed Course(s) and/or assisting in designing the Curriculum(if agreed and outlined in Annexure A). After review and sign off by the Institute, the TCS Designed Course(s) / Curriculum (where agreed to in Annexure A) will be taught and administered by faculty from the Institute. TCS will not be involved in the administration and the evaluation of the TCS Designed Course(s) / Curriculum. The administration and evaluation of the TCS Designed Course(s) and other core topics included in the Curriculum (where agreed to be offered in Annexure A) along with conferring of the degree to successful students enrolled in the Curriculum will be done by the Institute. On case to case basis, TCS may also consider the deployment of its experts as trainers for delivering a part of the offered TCS Designed Course(s) / Curriculum.

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PRINCIPAL N.G.M. COLLEGE, POLLACHI Page 6 of 23

- TCS will consider incorporating the suggestions from the Institute about having as much practical understanding during the design of the course contents and curriculum of the TCS Designed Course(s) by incorporating appropriate case studies, simulations, exercises that can help students visualize and understand the application of concepts in real time business solutions.
- TCS may-provide only suggestion for the evaluation of student performance through various forms of assessments. However the final decision on the process of evaluation as well as the actual assessment would be at the sole discretion of Institute and will not be part of TCS responsibility.
- TCS will conduct a Train the Trainer Program ("TTT Program") forappropriate durationwhere specialists from TCS will transition the knowledge and approach to teach the TCS Designed Course(s) to the nominated faculty of Institute. On successful completion of this Program, all the faculty members will be deemed as TCS certified faculty for delivery of the course. The TTT Program may be scheduled and repeated as per requirement with mutual agreement between TCS and Institute.
- The entire effort from TCS end is voluntary and objective is to work along our stakeholder community (in this case educational institutions / Universities) to build capability and benefit for the students as well as faculty by way of offering courses in areas of knowledge closer to industry practice.
- There would be no linkage with campus placements as part of this program as these are two distinct activities. The placement activities are separate and the participation of Institute for the TCS Designed Course(s) has no bearing on placement activities that TCS conducts at colleges and universities each year.
- TCS at this point will be providing this course design, content and training sessions as a voluntary effort keeping in mind the Tata Group Philosophy of working towards benefiting the societies and stakeholders with whom we work.
- Outstanding students' contributions in all possibility will be show-cased by TCS at industry level forums along with due acknowledgement to the students concerned.
- At the end of the course, TCS may at its option, reward / recognize individual students for exemplary achievements based on participation, discussion, contribution, assignment submission etc. during the course work.

#### B. Role of Institute:

- Institute shall ensure that it holds all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the applicable laws, policies and procedures prevalent from time to time, for launch, administration and instruction of the TCS Designed Course(s) and Curriculum (if agreed to in Annexure A) and the same, shall be kept valid and subsisting throughout the period of this MOU or till the completion of the TCS Designed Course(s) / Curriculum, whichever is later.
- Institute will undertake the role of selecting the core topics (that will fit into the Curriculum) and faculty members who will undertake the ownership for teaching those selected topics.
- Institute will ensure to provide equal status to the TCS Designed Course(s) / Curriculum (at par with all other courses) while offering it to students applying to the Institute. This will be done by placing the option of this course curriculum in all communication medium (College Website, Student Application forms, Brochures etc.) to ensure maximum students undertake the TCS Designed Course(s) / Curriculum.
- Institute will set highest standards of selection for the students and ensure that the students who undertake the TCS Designed Course(s) / Curriculum would put in full effort and

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PRINCIPAL N.G.M. COLLEGE, POLLACHI contribution to make learning outcomes successful. Focus would be on ensuring students who have a great propensity to participate actively and contribute to learning in a group as well as individual mode.

- Institute shall nominate a designated faculty member who will be the single point of contact for managing the administration and completion of the TCS Designed Course(s) / Curriculum. The faculty will be responsible from Institute side to help TCS team in all administrative and management activities that will be helpful is smooth launch and completion of the course.
- Institute should ensure timely nomination of faculty for attending the TTT Program and delivering the TCS Designed Course(s) in a timely and satisfactory manner and is based on the broad guideline as below. Final choice on the selection of faculty will lie with Institute.
  - a) Post-graduation with solid academic achievements relevant to the TCS Designed Course(s).
  - b) 5+ years' experience in teaching the specific courses which they would be teaching (flexibility allowed)
  - c) Familiar with recent developments in related field
  - d) Effective communication and articulation of scenarios
  - e) Ability to drive interactive sessions
  - f) Willingness to learn and lead
- Institute will own the responsibility of conducting the exams/assessments of student performance for the TCS Designed Course(s) and across all the subjects of the Curriculum. As an input it may consider the assessment criteria as suggested by TCS for assessment to be done through written exams, internal assessments, market visits and take home assignments by the nominated faculty, where each parameter may have an assigned weightage so that students are assessed effectively for their all-round performance.
- Institute shall ensure that all the students selected for the TCS Designed Course(s) / Curriculum will sign individual confidentiality undertaking substantially in the format as set forth in Annexure B hereunder, to ensure that the course material is not used or disposed off inappropriately and take utmost care not to copy or share the course hand outs and materials that are TCS provided copyrighted material with anyone else. The course material is solely for the students' learning purposes and only students, who undertake the TCS Designed Course(s) / Curriculum shall possess the course material at any time. The course material has to be destroyed / disposed only by shredding, in order to avoid any unauthorized use.
- Institute shall ensure that the faculty from Institute who would be trained through the TTT Program will sign individual confidentiality undertaking, substantially in the format as set forth in Annexure C hereunder, to ensure that the course material is used appropriately only for the purpose of instruction of the TCS Designed Course(s) / Curriculum. The faculty should not use this course material for other courses or for any other purpose whatsoever and also should not dispose it in a manner that can lead the course material falling in hands of those who should not be recipients of the course work.
- The faculty trained by TCS would teach the TCS Designed Course(s), only as long as this MOU is valid. Once the validity of this MOU is over, they would need to be recertified with a TTT Program post renewal of the MOU.
- Institute shall ensure availability of all requisite facilities, infrastructure, cooperation, etc. required to seamlessly deliver the TCS Designed Course(s) / Curriculum to the applicable students. The lectures are to be scheduled during the normal working days of the Institute or as decided by Institute. In cases where TCS' assistance is availed by Institute for delivery of the TCS Designed Course(s), TCS and Institute will mutually agree to a schedule for the same. Institute recognizes that timely and continued provision of the facilities by Institute is a condition precedent to the completion of the TCS Designed Course(s) / Curriculum in time.

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PRINCIPAL N.G.M. COLLEGE, POLLACHI

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Any delay or failure in the provision of agreed facilities will hamper the timely completion of the course, and TCS shall not be held liable for the same.

- Institute shall permit the applicable TCS faculty/personnel engaged pursuant to this MOU, reasonable access to the premises of Institute, for the purpose of delivery of the TTT Program or to fulfill it role under this MOU or assist the Institute in any other manner in relation to this MOU.
- At the end of the TCS Designed Course(s) / Curriculum, any formalities with respect to awarding certificate of course completion to the students will be done by Institute in accordance with the rules/ procedures followed by Institute.
- At the end of the course Institute shall allow TCS to make pre-placement offers to the students who are part of the course based on a selection criteria defined by TCS. Institute shall also provide first slot to TCS during campus recruitment/ placement and Institute will facilitate the process for students to accept an offer from TCS.

## III) OTHER TERMS & CONDITIONS

- TCS and the Institute will jointly evaluate and agree on applicable fees or service charges (if any), to cover the costs of designing, developing, training, branding, delivering and sustaining the TCS Designed Course(s) / Curriculum that may be offered in collaboration with TCS and any costs associated therewith such as travelling, accommodation, etc.
- Upon mutual agreement, TCS and Institute may at any time enter into a specific definitive agreement(s) (hereinafter referred as "Definitive Agreement(s)") setting out therein the mutually agreed detailed terms and conditions applicable to the various courses to be provided by TCS under such Definitive Agreement(s).
- For the TCS Designed Course(s) which are agreed to be implemented, TCS will provide one master copy of course material in hard copy form to the Institute, which will be received by the faculty duly designated by Institute in writing to TCS. The said course material may be reproduced in hard copy form only, solely for the purpose of being issued by the duly designated faculty to the students who enroll for the TCS Designed Course(s) / Curriculumfor the duration of the course. Except as permitted herein, the course material provided by TCS shall not be reproduced, copied, translated, adapted, broadcasted, hosted or transmitted (including electronically) in any form. The supporting material, if any, for faculty members will be separately provided to the faculty members and shall be used by the faculty members only for the purposes of the instruction of the TCS Designed Course(s) at the Institute. Institute shall ensure that the original master copy of course material and supporting material for faculty members provided by TCS and copies of the same including portions thereof (i) is treated strictly as confidential documents; (ii) shall only be in the possession of the designated faculty of Institute; and (iii) shall not be displayed or circulated in libraries or forums where any person not enrolled under the TCS Designed Course(s) / Curriculum may access the same.
- For the entire process involved for offering the TCS Designed Course(s) / Curriculum, Institute will seek prior written permission from TCS before publishing any related information regarding this TCS Designed Course(s) / Curriculum offering initiative in collaboration with TCS, in the press, media, social network, blogs, internet and in any other allied public channels.
- Unless otherwise agreed by the Parties separately in writing, each Party will be responsible for its own individual costs in conducting its duties and obligations under this MOU.

# IV) INTELLECTUAL PROPERTY RIGHTS

 Institute agrees and acknowledges that any and all intellectual property rights in or to course contents and curriculum of the TCS Designed Course(s) and TTT Program and any and all modifications, enhancements, alterations, additions, adaptations, translations to the same,

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or derivative works thereof, or feedback received with respect to them, shall be done only by or with prior written permission of TCS and vest with TCS and/or its licensors. For the term of this MOU, TCS grants to the Institute a non-exclusive, non-transferable, non sublicensable, limited right and license to use and reproduce the course material in hard copy form only for the purposes of, and as permitted under, this MOU. All rights not expressly granted herein shall remain with TCS.

- Institute agrees to retain all of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notice on the course material. Institute shall not, permit any persons to, remove, alter, obscure or otherwise render illegible any of TCS' logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the course material or part thereof provided to Institute hereunder without prior written approval of TCS. Institute shall include on all copies of all or part of the course material a reproduction of TCS' and/or its licensors' logo, trademark, copyright notices and other proprietary markings or notices as included in the course material provided by TCS.
- TCS shall also continue to own all and any intellectual property developed prior to, or independently of this MOU.
- By entering into this MOU, Institute covenants and undertakes:
- (a) To respect TCS' intellectual property;
  - (b) Not to use TCS' intellectual property without the prior express written consent of TCS;
  - (c) Ensure the confidentiality of such intellectual property of TCS within enrolled students and nominated faculty;
  - (d) Not to use or permit use TCS' intellectual property other than for the purpose and duration of this MOU.
  - (e) Promptly report any misuse of the TCS' intellectual property which comes to its notice and assist and support TCS in remedying and/or protecting any misuse/infringement of TCS' intellectual property subject of this MOU.
- Institute agrees that it shall not gain by virtue of this MOU any rights of ownership or any other interest, right, or title in or to any copyrights, patents, trade secrets, trade marks, or any other intellectual property or proprietary rights owned by TCS. Except as otherwise explicitly agreed between the Parties, any and all works developed in the course of performing obligations pursuant to this MOU, including all intellectual property rights in or related thereto, and all new inventions, innovations, works or ideas developed by TCS in the course of performance of its activities under this MOU will belong to TCS.
- If the Parties undertake any joint development in the course of providing services under this MOU, any such joint development will be governed by a separate agreement to be negotiated in good faith by the Parties prior to the commencement of any joint development efforts.
- Neither Party shall use any name, trademark, service mark or symbol of the other Party in any publicity release or advertising material or for any other purpose whatsoever without securing the prior written consent of that other Party. The Parties may, however, mention the non-stylized name of the other Party and areas of collaboration in their official websites, presentations and analyst reports and include the existence of this Memorandum in its regular list of academic/industry collaborations. Institute agrees that any and all use of TCS name and trademarks shall be in accordance with the provisions of Annexure D.

## V) CONFIDENTIALITY

During the term of this MOU, TCS may disclose to Institute its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential or acknowledged and agreed herein as confidential, except such information as is (a) previously known to Institute at the time of disclosure and not subject to confidentiality under any other agreement between the Parties, or (b) independently developed by Institute and not derived from the Confidential Information supplied by TCS or

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the participation of individuals who have had access to Confidential Information of TCS, (c) disclosed to Institute by a third partywho lawfully acquired such information without restriction, and is not subject to confidentiality obligations, or (d) in or subsequently comes into the public domain (other than as a result of a breach of this MOU), or (e) required to be disclosed by Institute by law, regulation, court order or other legal process. Institute acknowledges and agrees that course contents and curriculum of the TCS Designed Course(s) and TTT Program is Confidential Information of TCS irrespective of whether it is labelled as confidential or not.

- Institute shall hold such Confidential Information in strict confidence for TCS and shall not use it for any purpose except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by TCS in writing. Institute shall further be responsible for the compliance of the foregoing by its students, employees, faculty or agents who have access to Confidential Information in relation to the purpose of this MOU.
- Institute acknowledges and agrees that a breach of any of its obligations contained herein will result in irreparable injury to TCS for which there will be no adequate remedy at law, and TCS shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of its obligations herein by the Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the obligations but shall be in addition to all other remedies available at law or in equity.
- All Confidential Information is provided as is, without any warranties express, implied or otherwise, regarding its accuracy, completeness or performance.

#### VI) TERMINATION

- Either Party may terminate this MOU by giving ninety (90) days advance written notice to the other Party. On termination, each Party shall return to the other party all such confidential and proprietary information, documents and reference material and any copies thereof of the other Party in its possession. If the MOU expires or notice of termination is issued during the Academic Year when the TCS Designed Course(s) / Curriculum is/are in progress, the termination shall take effect post completion of the batch(es) that has/have already opted for the TCS Designed Course(s) / Curriculum. New students/batches will not be offered the TCS Designed Course(s) / Curriculum once the termination notice has been issued. The right of each Party to terminate this MOU with immediate effect for material breach of the terms of this MOU (that remains uncured after thirty (30) days of written notice thereof or that are not susceptible to cure) remains unaffected.
- All such obligations and terms of this MOU that are required to survive the expiration or termination of this MOU, including but not limited to, intellectual property rights, confidentiality, limitation of liability, shall survive such termination.
- This MOU can be extended or terminated by mutual consent of the Parties in writing. Notice period not to renew.

# VII) PERIODIC REVIEW

The Parties agree that the persons nominated herein below as the point of contact for each Party (or their respective nominees) shall meet at a frequency mutually decided by TCS and Institute, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this MOU as per the mutually agreed time schedule.

Point of contact of Institute: Dr. P.M.Palanisamy

Principal

Nallamuthu Gounder Mahalingam College

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PRINCIPAL N.G.M. COLLEGE POLLACHI 26 / 42 Point of contact of TCS:

Balanarayanan G

Head-Academia Interface Program, Tata Consultancy Services Ltd,

21 Industrial Estate, Ambathur, Chennai 600 058

Ph:+91- 9035027150 / Ph:-44-66166590 Mailto: balanarayan.g@tcs.com

# VIII) RELATIONSHIP OF THE PARTIES

For the purposes of this MOU, both the Parties are independent contractors. Neither this MOU, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party.

Institute will be completely responsible for ensuring compliance towards all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of Institute, represent as or be construed as employees/agents of TCS.

#### IX) LIMITATION OF LIABILITY

Institute agrees that any information or material provided / disclosed by TCS is on "as is" basis without any warranty or representation of any nature whatsoever, as to any matter, including but not limited to, warranty of fitness for a particular purpose or merchantability. TCS shall not be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by Institute or any third party arising out of or in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory.

## X) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Disputes, if any, remaining unresolved for a period of sixty (60) days after reference to the other Party in writing, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996and under the Rules made thereunder(or any statutory modification / re-enactment thereof)by one or more arbitrators appointed in accordance with the said Rules. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the Parties. The venue of Arbitration shall be Mumbai. Both Parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this MOU.Nothing herein shall prohibit either Party from seeking a temporary restraining order, preliminary injunction or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage, to preserve the status quo or to prevent the dissemination of Confidential Information or protection of its intellectual property or from bringing and pursuing legal action to specifically enforce the provisions of this Section X.

#### XI) NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be in writing given to or made upon the respective Parties as follows and will be effective:

upon actual delivery if presented personally or sent by express overnight courier (with a signature acknowledging receipt), or

- seven days following deposit in the mail if sent by certified or registered mail, postage prepaid, return receipt requested.:

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PRINCIPAL N.G.M. COLLEGE POLLACHI Attention:

Balanarayan G, Head - Academic Interface Program, Tata Consultancy Services Ltd, No 21 Industrial Estate.

Ambattur, Chennai 600 058

With a copy addressed to: General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India).

To Institute:

Attention:

Dr. P.M.Palanisamy

Principal

Nallamuthu Gounder Mahalingam College

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Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by registered letter, fax or telegram.

## XII) NON SOLICITATION

During the term of this MOU and for a period of twelve (12) months thereafter, Institute agrees not to hire, recruit, solicit or otherwise employ any employee or representative of TCS involved in the performance of its obligations pursuant to this MOU.

# XIII) FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this MOU to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by any reason beyond its reasonable control, including but not limited to, by fire, flood, explosion, earthquake, elements of nature, drought or bad weather, lightning or acts of God, acts of state, strikes, acts of war (whether declared or not), hostilities, terrorism, riots, civil disorders or commotion, lockouts, industrial disputes, rebellions or revolutions, blockages; quarantines, embargoes and other similar governmental action (each a "Force Majeure Event"). Any Party so delayed in its performance will immediately notify the other by telephone or by the most timely means otherwise available (to be confirmed in writing within ten (10) Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay with relevant documentary supporting. However the Party claiming such event shall take all necessary steps to mitigate the delay so caused in spite of such Force Majeure Event.

# XIV) AUTHORITY

Each signatory to this MOU represents and warrants that he/she is duly authorized by the Party for and on whose behalf he/she is signing this MOU to execute the same in a manner binding upon said Party and that all approvals, permissions and procedures necessary for vesting such authority in him/her have been duly complied with.

#### XV) NO WAIVER

Either Party's failure to exercise any right under this MOU shall not constitute a waiver of any other terms or conditions of this MOU with respect to any other or subsequent breach, or a waiver by such Party of its right at any time thereafter to require exact and strict compliance with the terms of this MOU. In order to be effective, all waivers under this MOU must be in writing and signed by the waiving Party.

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#### XVI) TATA CODE

The business activities of TCS are self regulated by the "Tata Code of Conduct". Institute undertakes that it will ensure compliance with the Code in the performance of this MOU and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. A copy of the Tata Code of Conduct is available at: https://www.tcs.com/tata-code-of-conduct.

## XVII) SURVIVAL

The clauses of this MOU, including without limitation, confidentiality and intellectual property right obligations, which by their very nature ought to survive termination or expiration of this Agreement, shall so survive.

## XVIII) SEVERALTY

If any clause or term of this MOU be declared null and void and or unconstitutional or unenforceable, such clause or term shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and the remaining terms and the MOU shall continue to operate and be binding on the Parties.

# XVI) ENTIRE AGREEMENT

This MOU, along with the schedules, annexures and exhibits, if any, attached hereto, sets forth the entire agreement between the Parties and supersedes any other prior or contemporaneous proposals, agreements and representations between them related to its subject matter, whether written or oral, between the Parties and all amendments and extensions thereof, which shall be deemed to be superseded by this Agreement. No modifications or amendments to this MOU shall be binding upon the Parties unless made in writing and duly executed by authorized officials of both Parties.

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

TATA CONSULTANCY SERVICES LTD. (TCS)

Signature: Name: Title:

Date:

Nallamuthu Gounder Mahalingam College (Institute)

Signature:

Name: Dr. P. M. PAL Title: DRINCIP

Date: 03 106 2019

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## ANNEXURE - A

## **OPTION 1:**

# TCS Designed Course(s) - Offered as elective courses for specific degree specializations

Offerings - (i) Finance & Accounting for Business Process Services

(ii) Banking for Business Process Services

(iii) Insurance for Business Process Services

- (iv) Market Research & Retail CPG for Business Process Services
- (v) IT Applications Maintenance & Services and Cloud Computing
- TCS agrees to design and develop one or more elective courses to be offered by Institute to the final year students of:
  - (a) Bachelor of Commerce (B.Com) and Bachelor of Business Administration/ Management (BBA/BBM) of Institute viz, (i) Finance & Accounting for Business Process Services (ii) Banking for Business Process Services, (iii) Insurance for Business Process Services. (iv) Market Research & Retail CPG for Business Process Services; and
  - (b) Bachelor of Computer Science (BSc Computer Science) and Bachelor of Computer Applications (BCA) or its equivalence of Institute viz (i) IT Applications Maintenance and Services and Cloud Computing.
- The long term objective is to evolve Business Process Services as a specialization area in the curriculum offered by Institute and provide the students with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to various theoretical knowledge in the field.
- In general, TCS aims to design the courses covering approximately 70 to 150hours of teaching and including 3 hours of examination in the end for each course and can be customized based on the requirements of the Institute.

#### **OPTION 2**

# TCS Designed Course(s)-Offered as Bachelor's degree level full Curriculum specialization

Offering:3 year degree program in:

(i) Bachelors of Commerce (B.Com) in Business Process Services/Management; and

(ii) Bachelor of Business Administration/Management (BBA/BBM) in Business Process Services/Management.

- TCS agrees to design and develop full curriculum specialization in Business Process Services for Bachelor of Commerce (B.Com) and Business Administration / Management (BBA / BBM) degree courses. The objective is to evolve Business Process Services / Management as a specialization area in the curriculum offered by Institute and provide the students of B.Com and BBA / BBM with exposure to latest trends and techniques that are found in the world of practice and their applicability and relationship to theoretical knowledge in the field.

A bachelor's degree level full Curriculum for students intending to joinB.Com with specialization streams in Business Process Services/ Management and for students intending to join BBA or BBM with specializations streams in Business Process Services/Management.TCS will work with the Institute for designing and developing the Curriculum that can be included across the 3 years of the degree courses, which will be offered by the Institute. The Curriculum will include

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# ANNEXURE - B (FOR STUDENTS)

# INDIVIDUAL CONFIDENTIALITY UNDERTAKING

The following special terms are agreed between the undersignedYear B.Com/BBA/BBM/BSc Computer Science / BCA student ("I"/ "Student") of <name college="" of=""> College, <address>, affiliated toUniversity and Tata Consultancy Services Limited, having its corporate office at TCS house, Raveline Street, 21 D.S. Marg, Fort, Mumbai – 400001, India ("TCS").</address></name>			
WHEREAS in connection with the terms of the Memorandum of Understanding dated executed by and between TCS and (the "MOU"), TCS has agreed to design and develop courses in areas focused around <a href="red"><name a="" course<="" designed="" of="" the="">&gt; which is a focused line of business offering within Business Process Outsourcing entity at TCS.</name></a>			
WHEREAS TCS has invested considerable time, expenses and efforts in the designing, developing and structuring of the course and study material that are provided to the Student (hereinafter referred to as "Course Material").			
AND WHEREAS it being an intellectual property of TCS, the Student hereby agrees to comply with the following obligations with respect to such Course Material:			
<ul> <li>I acknowledge that TCS is the owner of any and all the intellectual property and proprietary rights in the Course Material and accept that I have not acquired and shall not acquire (including by virtue of my receipt of Course Material) any such intellectual property or proprietary rights.</li> <li>I shall not commit any violation, infringement or misappropriation of such intellectual property and proprietary rights nor commit any other act or omission which has an adverse effect on the value, validity, enforceability or any other aspect thereof in regard to the Course Material.</li> <li>I hereby agree and undertake to hold and keep in strict confidence the Course Material in my possession, custody or control and neither copy, distribute or disclose Course Material nor allow any third party to do so, and not use or allow it to be used for any purpose or in any manner other than for self study/ training.</li> <li>I also hereby undertake to ensure that after completion of the course or upon prior request by TCS, I shall promptly destroy the Course Material by means of shredding.</li> </ul>			
I agree that the limitations set forth herein are reasonable and properly required for the adequate protection of the Course Material of TCS. I note that TCS is relying on my undertaking in this statement in agreeing to permit me access to the Course Material and that I may be held personally liable for breach of the undertakings in this statement. This Undertaking shall be governed by the laws of India. In the event any dispute arises in connection with this Undertaking, the courts in Mumbai shall have a non-exclusive jurisdiction, however, that, upon my breach of this Undertaking, TCS reserves the right to seek any available form of legal or equitable relief, including, but without limitation, injunctive relief as a remedy for such breach from any court of competent jurisdiction.			
By signing below, I acknowledge that I have read, understood and hereby voluntarily agree to the above terms and conditions.			
Signature: Date:			
Name of Student:			
College ID Number:			
Residential Address:			

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# ANNEXURE - C (FOR FACULTY)

# INDIVIDUAL NON-DISCLOSURE AGREEMENT

Street,	, ("Faculty"),a Faculty in the Department of at	
(the "Ins	ctitute") <a href="#">College Name &amp; Address of college</a>	
TCS and require;	Faculty are both hereinafter referred to as "Party" individually or "Parties" collectively as the context may	
course o	AS Faculty is aware that in connection with the terms of the Memorandum of Understanding dated, executed by and between TCS and Institute (the "MOU"), TCS has agreed to design and develop ontents and curriculum for one or more courses ("TCS Designed Courses") that can be offered by the bits students.	
WHERE transition viz.	AS, TCS will conduct a Train the Trainer Program ("Training") where personnel/specialists from TCS will a the skill, knowledge and approach to the nominated faculty/Faculty to teach the TCS Designed Course(s) <name being="" courses="" faculty="" for="" is="" of="" the="" trained="" which=""> (the "Course").</name>	
WHERE	AS, the Faculty will utilize the material, skill and knowledge learnt during the Training hereto for imparting in thereof only to the students enrolled in Course and at the Institute ("PURPOSE").	
WHERE, developi	AS, Faculty acknowledges that TCS has invested considerable time, expenses and efforts in the designing, ng and structuring of the Course and study material that are provided to the Faculty.	
WHERE Course r	AS, in the course of Training/such activities it is also anticipated that TCS will disclose to the Faculty all naterial (in form of soft copies and/or hard copies) for the Purpose as set forth above;	
NOW TH	EREFORE, the Parties hereto have entered into the following agreement ("Agreement"):	
1. For the purpose of this Agreement "Confidential Information" shall mean any and all information and data, including but not limited to any kind of any Course Material, Training material, methods, product, service, process, invention, improvement or development carried on or used by TCS, discoveries, ideas, concepts, know-how (whether patentable or copyrightable or not), research, development, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, computer programs, algorithms, marketing plans or techniques, budgets, costs, profits, prices, discounts, mark-ups, business strategies, marketing, tenders and any price sensitive information concerning TCS, whether or not labeled as "Confidential Information" and disclosed by TCS in connection with the Purpose, irrespective of the medium in which such information or data is embedded. Confidential Information shall include any copies, abstracts, reports, work products or any derivatives made or derived from CONFIDENTIAL INFORMATION by the Faculty as well as any modules, samples, prototypes or parts thereof.		
2. A	Il Confidential Information disclosed pursuant to this Agreement	
a.	shall be used exclusively for the Purpose of this Agreement, and the Faculty shall be permitted to use Confidential Information disclosed to it pursuant to this Agreement only for such sole Purpose and for no other purpose, unless otherwise expressly agreed to in writing by TCS;	
b.	shall not be distributed, disclosed, or disseminated in any way or form by the Faculty to anyone. All CONFIDENTIAL INFORMATION shall be utilised by the Faculty only for the purpose of gaining knowledge and in furtherance of imparting education to the students of the Institute;	
C.	shall be treated by the Faculty with reasonable care that a prudent person would exercise to avoid disclosure of CONFIDENTIAL INFORMATION to any third party;	
d.	shall remain the property of TCS;	
e.	shall not be disclosed to any other third party by the Faculty without the prior written approval from TCS; the Faculty shall not copy, recreate, replicate, translate or otherwise reproduce any Confidential Information in any manner whatsoever or create derivative works therefrom, except for the PURPOSE specified in this Agreement;	

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- 3. The obligations as per paragraph 2 shall not apply, however, to any Confidential Information which:
  - the Faculty can demonstrate, is already in the public domain or becomes available to the public through no breach by the Faculty of this Agreement;
  - was lawfully in the Faculty's possession prior to receipt from TCS as proven by its written records without the breach of any confidentiality obligations by any third party;
  - is independently developed by the Faculty without reference to or use of any CONFIDENTIAL INFORMATION;
  - d. is required to be disclosed by law or the rules of any governmental organization, provided the Faculty has issued a written notice to TCS immediately upon learning the requirement for disclosure and afforded TCS a reasonable opportunity to contest, limit and/or assist the Faculty in limiting such disclosure.
- 4. The Faculty shall have the right to refuse to accept any Confidential Information under this Agreement prior to receipt of such Confidential Information and once the Confidential Information is received by the Faculty, the Faculty shall be deemed to have unconditionally accepted such Confidential Information in terms of this Agreement. Nothing herein obligates TCS to disclose any Confidential Information to the Faculty.
- 5. The Faculty shall indemnify and hold harmless TCS and their directors, officers, employees, agents and representatives from and against all or any claims, damages, losses, liabilities or expenses (including, but not limited to, reasonable attorneys' fee and disbursements), arising out of a breach of this Agreement by the Faculty or its representatives or agents.
- 6. The Faculty agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement, and that in addition to the remedies provided in Article 5 of this Agreement and any other remedies available to TCS, TCS shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.
- 7. The Faculty confirms that TCS is disclosing the Confidential Information on "as is" basis without any warranty or representation of any nature whatsoever. TCS shall therefore not be liable to the Faculty for any direct, indirect, special, consequential, incidental, or punitive damages or loss, regardless of the form of action or theory of liability (including, without limitation, actions in contract, warranty, negligence, or products liability) resulting from any defect in or use of any CONFIDENTIAL INFORMATION by the Faculty, even if either PARTY had been advised of the possibility of such damages or losses.
- 8. It is understood that no license or right of use or any other right in respect of the Confidential Information is granted or conveyed by this Agreement unless expressly provided herein. The disclosure of Confidential Information and materials shall not result in any obligation to grant the Faculty any such rights therein.
- The Faculty agrees that it shall treat Confidential Information disclosed under this Agreement as strictly confidential in perpetuity.
- All Confidential Information disclosed pursuant to this Agreement shall either be returned to TCS or be destroyed by the Faculty at the option of and sole discretion of TCS. In case of destruction, the Faculty shall confirm in writing such destruction to TCS.
- All disputes arising out of or in connection with the present Agreement, including any question regarding its existence or validity, shall be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and under the Rules made thereunder(or any statutory modification / reenactment thereof) by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Mumbai. The language to be used in the arbitration proceeding shall be English. The award passed pursuant to such arbitration proceedings shall be final and binding. Notwithstanding this provision, in the event of a breach or threatened breach of this Agreement by or any one acting on behalf of the Faculty, TCS shall be entitled to seek any equitable relief, specific performance or any such applicable relief from any court of competent jurisdiction.
- 12. This Parties agree that Agreement shall be subject to the substantive law in force in India with the courts at Mumbai having the exclusive juridiction.
- All notices, requests, demands and other communications under this agreement or in connection herewith shall be given to or made upon the respective parties as follows:

To TCS :

Tata Consultancy Services Ltd TCS House, Raveline Street,

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PRINCIPAL N.G.M. COLLEGE, POLLACHI

Fort, Mumbai 400 001, India. Attn: General Counsel, TCS To < Name of Faculty, designation, college name & college address> or to such other person or addresses as any of the Parties shall have notified to the others in writing. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram. If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term clause or provision shall be deemed to have been deleted from this Agreement. 15. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by the Parties hereto. The requirement of written form can only be waived in writing. IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates specified below. Location: Location: Date: Date: on behalf of: TATA CONSULTANCY SERVICES LTD

Sign in the box	Sign in the box
Name, Designation & Signature	Name, Designation & Signature of Faculty

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## ANNEXURE - D

#### TERMS AND CONDITIONS FOR USAGE OF TCS MARKS

Any use of TCS or its affiliates' name, trade name, trademarks or service marks (collectively "TCS Marks") as referred to in Section IV of the MOU shall be subject to the following terms and conditions:

- Institute acknowledges and agrees that any use of TCS Marks shall be with the prior written approval of the first proposed usage from TCS. Any different usage also shall require prior written consent TCS. Institute shall submit samples for approval at email: <a href="mailto:balanarayan.g@tcs.com">balanarayan.g@tcs.com</a>. Any change in the contact for submitting samples for approval shall be intimated to Institute from time to time. All use of TCS Marks permitted by this Section shall be in accordance with TCS usage guidelines and/or instructions provided to Institute from time to time. Where such prior written approval is granted as aforesaid, TCS will grant Institute a non-transferable, non-sublicensable, royalty-free, revocable and nonexclusive permission to place or affix permitted TCS Marks belonging to TCS, on or in relation to the approved usage.
- 2. TCS reserves the right to withdraw such permission and consent at any time with reasonable notice entirely or in relation to particular TCS Marks or particular use, and immediately if TCS become aware of any claim by a third party that Institute use of TCS Marks infringes upon the rights of that third party. Institute acknowledges and agrees that all rights, title and interest in and to TCS Marks shall be and remain sole and exclusive property of TCS and/or its affiliates. Institute will be responsible for ensuring that the use of TCS Marks is accurate, and not misleading, defamatory, libelous, obscene, infringing or otherwise objectionable and is in compliance with the applicable laws and remains distinct and separate from text, brand marks or any other graphic elements.
- 3. Institute represents and warrants that they will not at any time:
  - (i) claim any right, title or interest in any of the TCS Marks;
  - (ii) register, seek to register or cause to be registered any of the TCS Marks;
  - adopt and use any trademark, trade name, business name, fictitious name, internet domain name, logo or designation that might be identical or confusingly similar to TCS Marks or TCS Marks as portion thereof;
  - (iv) attach any other trademark, trade name, logo or designation to TCS Marks or use in combination with any other design, word or words, unless such use is authorized in writing by TCS;
  - (v) use any of the TCS Marks in connection with products / services / context not contemplated herein;
  - use TCS Marks in any manner that suggests that TCS has endorsed, sponsored or certified the product, components, program or services of the other Party; or
  - (vii) use any of the TCS Marks in a manner that infringes, derogates, dilutes, or impairs rights TCS has in such Marks.
- 4. Institute will be fully responsible to TCS for any damages or harm caused to TCS by a breach of these terms and conditions by Institute or any of its agents, consultants or affiliates. Institute acknowledge and agree that a breach of any of its representations, warranties or agreements contained herein will result in irreparable injury to TCS and/or its affiliates for which there will be no adequate remedy at law, and TCS and/or its affiliates shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of these terms and conditions by Institute. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of these terms but shall be in addition to all other remedies available at law or in equity.
- 5. All use of TCS Marks by the Institute as permitted under these terms and conditions and goodwill therein shall inure to benefit of TCS and its affiliates. Any breach of the license/permission granted herein and/or breach of the representations and warranties will cause irreparable loss to TCS and/or its affiliates for which there may be no remedies at law.
- 6. Permission for Institute to use the TCS Marks under these terms and conditions is only as stated above and it is expressly understood that nothing herein shall grant to Institute any right, title, or interest in the TCS Marks or name (either alone or in association with other words or names), or any part thereof, or in any other marks adopted by TCS, or in any trademark, copyright or good will of TCS and/or its affiliates. Institute agrees upon termination or expiration of this MOUto discontinue use of TCS Marks where such use is based on any rights obtained under these terms and conditions. Any continued, further or other use of TCS Marks shall be subject to execution of separate agreement between the Parties.
- 7. All materials provided and/or approved by TCS under these terms and conditions (including without limitation the marks and all graphic materials and content relating to the marks) are provided "as is" and without warranty of any kind, express or implied, and TCS and/or its affiliates/licensors hereby disclaim any and all warranties, express and implied, including but not limited to any warranties of reliability, availability, title, merchantability, non-infringement, quite enjoyment or fitness for a particular purpose.

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8. In no event shall TCS and/or its licensors or affiliates be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever, including without limitation, arising out of or in any way related to the use of or inability to use, or failure to meet any duty including of good faith or of reasonable care, damages for loss of profits, revenue or business interruption, or otherwise under or in connection with any provisions of these terms and conditions regarding use of the TCS Marks, even in the event of the fault, tort (including negligence), strict liability or breach of contract, and even if TCS or any of its licensors/affiliates has been advised of the possibility of such damages.

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**Executed between** 

Department of palm-leaf Manuscripts The Tamil University, Thanjavur

Nallamuthu Gounder Mahalingam College(Autonomous) Department of Tamil

புரிந்துணர்வு ஒப்பந்தம் ஓலைச்சுவடித்துறை, தமிழ்ப் பல்கலைக்கழகம், தஞ்சாவூர் மற்றும்

தமிழ்த்துறை, நல்லமுத்துக் கவுண்டர் மகாலிங்கம் கல்லூரி, பொள்ளாச்சி

தமிழ்ப் பல்கலைக்கழகம்

1981ஆம் ஆண்டு செப்டம்பர்

15ஆம்

நாள்

தே ந்றுவிக்கப்பட்டது.

இப்பல்கலைக்கழகம்

தோற்றுவிக்கப்பட்ட

ஆண்டிலிருந்து

ஆ.கவிதாமணி முத்திரைதாள் விற்பனையாளர். காமராஜ் பேருந்து நிலையம். வல்லம், தமிழ்நாடு. £ ரிமம் என் - 1/2012 €

ஓன்லச்சுவடித்துறை

மிகச்

சிறப்பாக

இயங்கி வருகின்றது.

உலகெங்கிலும்

உள்ள

ஓலைச்சுவடிகளைத்

தேடித்

தொகுத்துப்

பாதுகாத்தலும்,

பதிப்பித்து

வெளியிடுதலும்

இத்துறையின் தலையாய நோக்கங்களாகும்.

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பொள்ளாச்சி நல்லமுத்துக் கவுண்டர் மகாலிங்கம் கல்லூரி 1957ஆம் ஆண்டில் தொடங்கப்பட்டது. 1987-ல் தன்னாட்சித் தகுதி பெற்றது. இப்போது வைரவிழா கண்ட கல்லூரியாக மட்டுமின்றி பல்கலைக்கழக நிதி நல்கைக் குழுவின் தேசியத் தர மதிப்பீட்டில் 'ஏ' தகுதி பெற்றும், ஐ.எஸ்.ஓ. 9001-2015 தரச் சான்றுடனும் திகழ்கின்றது.

கிராமப்புற மாணவர்கள் உயர்கல்வி பெறவேண்டும் என்ற உயர்ந்த தொலைநோக்குடன் அமரர் எஸ்.பி. நல்லமுத்துக் கவுண்டர், அமரர் அருட்செல்வர் டாக்டர் நா. மகாலிங்கம் ஆகியோரின் நன்முயற்சியால் உருவானது. இக்கல்லூரியின் தலைவராக டாக்டர் பி.கே. கிருஷ்ணராஜ் வாணவராயர், செயலாளராக எம். பாலசுப்பிரமணியம், பொருளாளராக எஸ். சிவகுமார், முதல்வராக முனைவர் பொ.மா. பழனிசாமி ஆகியோர் பொறுப்பேற்றுச் சிறப்புடன் கல்லூரியை நடத்தி வருகின்றனர்.

முதலாவது நிறுவனமாகத் தமிழ்ப் பல்கலைக்கழக ஓலைச்சுவடித்துறையும், இரண்டாவது நிறுவனமாகப் பொள்ளாச்சி நல்லமுத்துக் கவுண்டர் மகாலிங்கம் கல்லூரித் தமிழ்த்துறையும் கீழ்க்காணும் கல்விசார் நோக்கங்களை நிறைவேற்றும் பொருட்டு இப்புரிந்துணர்வு ஒப்பந்தம் மேற்கொள்ளப்படுகிறது.

- அறிவு மேம்பாட்டிற்கு மட்டும் இப்புரிந்துணர்வு ஒப்பந்தம் ஏற்படுத்திக் கொள்ளப் பெறுகின்றது.
- 2. வணிக நோக்கில் பயன்படுத்திக் கொள்ளக்கூடாது.
- 3. சுவடித் திரட்டல், பட்டியலிடல், பாதுகாத்தல், பதிப்பித்தல், சுவடிப்பயிற்சி அளித்தல் போன்றவற்றை முதன்மை நோக்கமாகக் கொண்டது.
- 4. இந்தப் புரிந்துணர்வு ஒப்பந்தம் கையெழுத்திடும் (11.03.2019ஆம்) நாள் முதல் வரும் ஐந்து ஆண்டுக் காலத்திற்கு நடைமுறையில் இருக்கும்.

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- 5. ஓப்பந்தக் காலத்தில் ஒன்றாவது நிறுவனமும் இரண்டாவது நிறுவனமும் நடத்தத் திட்டமிடப்பெறும் பயிலரங்குகள், கருத்தரங்குகள், கருத்தரங்க முன்மொழிவுகள் முதலான அனைத்து ஏற்பாடுகளும் விரிவான, வெளிப்படையான, முறையான கலந்தாய்வுகளின் மூலமாகச் செய்துகொள்ள வேண்டியவை.
- 6. அறிவுசார் கட்டமைப்பு நிலைகளை மேம்படுத்திக் கொள்வதற்கும் அகத்தூண்டல்களுக்கும் இப்புரிந்துணர்வு ஒப்பந்தம் ஏற்படுத்தப் பெறுகின்றது.
- 7. வேறு ஏதேனும் புதிய நடைமுறைகளைச் செயல்படுத்த வேண்டுமெனில் முதலாவது நிறுவனமும் இரண்டாவது நிறுவனமும் முன் கூட்டியே திட்டமிட்டு, கலந்தாலோசனை செய்து நடத்திக் கொள்ளலாம்.
- 8. முதலாவது நிறுவனமும் இரண்டாவது நிறுவனமும் இணைந்து நிகழ்த்தும் தத்தம் செயல்பாடுகளைத் தனித்தனியே ஆவணப்படுத்திக் கொள்ளலாம்.
- 9. சுவடியியல் தொடர்பான புதிய பாடப் பிரிவுகளை (சான்றிதழ், முதுநிலைச் சான்றிதழ்) உருவாக்கும்போது முதலாவது நிறுவன ஆசிரியர்களை வல்லுநராக அழைத்தல்.
- 10. சுவடிகளைப் படித்தல், பாதுகாத்தல், பதிப்பித்தல் முதலான பணிகளில் முதலாவது மற்றும் இரண்டாவது நிறுவன ஆசிரியர்கள் இணைந்து செயல்படுதல்.
- 11. முதலாவது நிறுவன ஆசிரியர்கள் தேவையின் அடிப்படையில் தமிழ்ச்சுவடிப் பயிற்சியை இரண்டாவது நிறுவன மாணவர்கள் மற்றும் ஆசிரியர்களுக்கு அளித்தல்.
- 12. சுவடி திரட்டல், நூல் வெளியிடல், கள ஆய்வு மேற்கொள்ளல் ஆகியவற்றை இணைந்து நடத்துவது குறித்து அவ்வப்போது முடிவெடுத்துக் கொள்வது.
- 13. இவ்வொப்பந்தத்திற்குப் பிறகு திரட்டப்படும் ஓலைச்சுவடிகளைத் முதலாவது நிறுவனத்திடம் ஒப்படைத்தல்.
- 14. சுவடிகளைப் படிப்பதற்காக இரண்டாவது நிறுவன ஆய்வு மாணவர்களுக்கும் ஆசிரியர்களுக்கும் முதலாவது நிறுவன ஓலைச்சுவடிகளின் நகல் கொடுத்தல்.

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- 15. இரண்டாவது நிறுவனத்தில் ஓலைச்சுவடிப் பயிற்சி பெற்ற ஆய்வு மாணவர்களுக்கும் ஆசிரியர்களுக்கும் முதலாவது நிறுவனச் சுவடிகளை ஒப்பாய்வுக்கு அனுமதிப்பது.
- 16. சுவடிகளைப் பதிப்பிக்கும் போதும் மறுபதிப்பு செய்யும் போதும் முதலாவது நிறுவன ஆசிரியர்களின் பார்வைக்கு அனுப்பித் திருத்திய படிவத்தை வெளியிடல்.
- 17. இரு நிறுவனங்களும் இணைந்து வெளியிடும் சுவடிப்பதிப்புகள் முதலாவது மற்றும் இரண்டாவது நிறுவன வெளியீடுகளாக அமையும்.
- 18. சுவடிப்பதிப்பு நூல்களின் உரிமை முதலாவது நிறுவனத்தைச் சார்ந்தது.
- 19. இவ்வொப்பந்தத்தினைக் கொண்டு முதலாவது நிறுவனமோ இரண்டாவது நிறுவனமோ வேறெந்த அலுவல் நிலையிலான வேண்டுகோள்களையும் கேட்கக் கூடாது.
- 20. ஒப்பந்தக் காலத்தில் முதலாவது நிறுவனமும் இரண்டாவது நிறுவனமும் இக்குறிப்பிட்ட பொருண்மையில் வெவ்வேறு தளங்களில் தனித்தனியே ஈடுபட்டுக் கொள்ளவும் செயல்படவும் இப்புரிந்துணர்வு ஒப்பந்தம் வழிவகை செய்கிறது.
- 21. இரண்டாவது நிறுவனத்தின் ஆசிரியர்கள் மற்றும் மாணவர்கள் பயிற்சிக்காகவும், ஆய்விற்காகவும் முதலாவது நிறுவனத்திற்கு வருகின்ற பொழுது முதலாவது நிறுவனம் தங்குமிட வசதியை இலவசமாக ஏற்பாடு செய்தல்.
- 22. முதலாவது நிறுவன ஆசிரியர்கள் இரண்டாவது நிறுவனத்திற்குப் பயிற்சி அளிக்க வரும்போது பல்கலைக்கழக மானியக்குழுவின் விதிமுறைகளின்படி முதலாவது நிறுவன ஆசிரியர்களுக்குப் பயணப்படி, நாட்படி, மதிப்பூதியம் ஆகியனவற்றை இரண்டாவது நிறுவனம் ஏற்றல்.
- 23. முதலாவது நிறுவனமும் இரண்டாவது நிறுவனமும் முன்னரே தீர்மானித்த செயல்பாடுகளைச் செய்தி நிறுவனங்களுக்கு அறிக்கையாக வெளியிடும் பொழுது எழுத்துவடிவில் இசைவுபெற்று வெளியிடுதல்.
- 24. ஒவ்வொரு நிறுவனமும் அடுத்த நிறுவனத்திடமிருந்து பெற்ற தகவல்களை மந்தண அறிக்கைகளாகக் கருதிப் பாதுகாக்க வேண்டும்.

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- 25. எழுத்து வடிவிலான ஆவண வடிவிலான இந்த முன்வரைவு முதலாவது நிறுவனமும் இரண்டாவது நிறுவனமும் நன்கு பரிசீலித்துப் பரிமாற்றம் செய்துக்கொள்ளப்படுகிறது.
- 26. இந்தப் புரிந்துணர்வு ஒப்பந்தக் காலத்தினை விருப்பத்தின் அடிப்படையில் நீட்டிப்புச் செய்துக்கொள்ளலாம்.
- இவ்வொப்பந்தத்தில் ஏதேனும் மாற்றங்கள் செய்ய விரும்பினால் இரு நிறுவனங்களும் 27. கூடிப் பேசி முடிவெடுத்துக்கொள்ளலாம்.

ழனைவர் பொ.மா.பழனிசாமி <sub>11</sub> 13 12

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