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Government of Puducherry

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Certificate No. : IN-PY74633223310830V  
 Certificate Issued Date : 06-Nov-2023 11:01 AM  
 Account Reference : SELFPRINT (PU)/ py-self/ PUDUCHERRY/ PY-PU  
 Unique Doc. Reference : SUBIN-PYPY-SELF21254352348504V  
 Purchased by : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE  
 Description of Document : Article 5 Agreement or Memorandum of Agreement  
 Property Description : MEMORANDUM OF UNDERSTANDING  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE  
 Second Party : KC OVERSEAS EDUCATION PVT LTD PUDUCHERRY  
 Stamp Duty Paid By : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE  
 Stamp Duty Amount(Rs.) : 20  
 (Twenty only)



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IN-PY74633223310830V

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MEMORANDUM OF UNDERSTANDING

BETWEEN

SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE, PUDUCHERRY

AND

KC OVERSEAS EDUCATION PVT. LTD. PUDUCHERRY  
 (Licensee: Trinity Academy)

Statutory Alert

1. The genuineness of this Stamp certificate should be verified either by official e-portal or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and its details on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SMVEC AND KC hereinafter individually referred to as "PARTY" and collectively referred to as "PARTIES"

**Terms and Conditions:**

[1] **Duration:** This MOU shall be valid for 02 years from 06-11-2023 and thereafter it may be renewed on mutually agreed terms.

[2] **Purpose:** This MOU is for the collaboration between the parties for mutual benefit.

**Where**

**[1] KC will provide**

First introductory session will be initiated by giving brief information about the various career prospects available for the students in abroad just to create the urge among the student to go overseas for higher education. Along with financial assistance options which are available for the students.

- [i] Expert talks/ informative seminars/ counseling sessions/ guest lecturers to the Faculty members and students about:
  - a) Education opportunities abroad in different countries
  - b) Process for applying to universities/ colleges abroad
  - c) Information about requisite standardized tests
- [ii] GRE/ IELTS/ TOEFL workshops for the students and faculty members.
- [iii] Informative/ counseling sessions by delegates of foreign universities subject to their availability in Pondicherry.
- [iv] Interactive sessions with students and faculty members regarding students' lifeabroad by our alumni subject to their approval and availability in Pondicherry.
- [v] Literature such as posters, banners, pamphlets, leaflets, etc for conveying relevant information Assurances related to abroad applications, admissions, offer acceptance, financial document preparation, embassy interviews till visa service shall be provided by KC for the eligible students.
- [vi] **International University Tie-Up:** KC will provide one international university tie up directly to SMVEC. In future on request of SMVEC, other university tie ups will be arranged by KC in accordance to the possibilities.

These activities would be conducted either through separate sessions for respective departments or through combined/ common sessions for all departments depending on the strength/ attendance of the participants and as mutually decided upon.



**And**

**[2] SMVEC shall provide**

- [i] Permissions and cooperation in such areas as may be mutually agreed between the parties, more particularly described in this agreement.
- [ii] Seminar hall(s)/ counseling room(s)/ classroom(s) for conducting of the activities.
- [iii] Facilities for conduct of the seminars/ sessions/ workshops viz. projector, computer systems, mic, tables, chairs.
- [iv] Notice board(s)/ suitable space for display of literature such as posters, banners, etc.

**[3] Mutual Obligations:**

- [i] Both the parties shall appoint one person as one point of contact for the smooth execution of MOU.
- [ii] This collaboration shall not be exclusive to both the parties and shall not disallow each party from having similar collaboration with others. Except as stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
- [iii] Each party shall respect the other's Intellectual Property.

**[4] Warranties:**

- [i] Each party shall ensure that the other party is not to put to any liability for any act of respective party under this MOU.
- [ii] Each party represents that they have full power and authority to enter this MOU in general.

**[5] Commercial:**

- [i] SMVEC and KC shall agree on mutual terms to conduct classes such as IELTS/GRE/GMAT to benefit the students towards admissions.
- [ii] KC recommends and suggests the tie up institutions, and shall not charge any kind of processing fees to the students directly except free Universities in Europe.
- [iii] SMVEC and KC agrees to work on a 50/50 commission model towards abroad education, and all the payments are subjected to three to six months of student enrolments to foreign Universities.
- [iv] KC pays SMVEC on receipt of payment from foreign institutions, which may vary from three to six months.

**[6] General:**

- [i] Both the parties may receive information proprietary to other party [The "Confidential Information" in the course of performance of their obligations under this MOU. Confidential information is not to meant to include any information which is
  - [a] Publically available
  - [b] Is rightfully received by the parties from the third parties without accompanying secrecy obligations
  - [c] Is already in the party's possession and was lawfully received from sources other than the parties
  - [d] Is independently developed by the parties.
- [ii] The two bodies understand and acknowledge that the confidential information is valuable and confidential and agrees that it will all the times be kept in trust, to be disclosed to only such persons as have a "need to know" the same for effective implementation of this MOU and that it will only be used by the parties for the benefit of the others.
- [iii] Both the parties understand and agrees that all written or all tangible area and documentation developed and procured by the other party in performing its obligations under this MOU, whether in printed or in electronic for, belongs to the other party.
- [iv] Both the parties shall not use the name and brand of the other party in any advertisement or make any public announcement without the prior written approval of the other. Each party has the right to terminate the MOU, from the period of one month to the other party without any compensation.
- [v] Any and all the disputes or differences between SMVEC and KC, arising out of or in the connection with this MOU or its performance shall, so far as it is possible, be settled by negotiations between the parties amicably through consultation and understanding.

**[7] Indemnification:**

- [i] Both the parties shall indemnify and hold each other harmless from and against any claim, loss, liability, or expenses, including, but not limited to damages, patent and trademark infringement, costs.
- [ii] In witness thereof, both the parties put their hard seal on the day, month and year herein mentioned.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties here to have signed the Agreement and set their seals as below.

ON BEHALF OF

SRI MANAKULA VINAYAGAR ENGINEERING  
COLLEGE, PUDUCHERRY

BY :

NAME :

TITLE :

DATE : 06-11-2023

Dr. V.S.K. Venkatachalapathy, M.E., Ph.D.,  
Director cum Principal  
Sri Manakula Vinayagar Engineering College  
Madagadipet, Puducherry - 605 107.

WITNESS :

1. Dr. C. Ramesh. N. N.  
HOD / MBA
2. Dr. D. Jaichithra  
HOD / English

ON BEHALF OF

KC OVERSEAS EDUCATION PVT. LTD.  
PUDUCHERRY (Licensee: Trinity Academy)

BY :

NAME : Monica Anoop

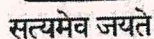
TITLE : DIRECTOR-PUDUCHERRY

DATE : 06-11-2023

WITNESS :

1. Mr. Vivek. P., Operations Manager
- 2.





**INDIA NON JUDICIAL**  
**Government of Puducherry**

## e-Stamp

**Certificate No.**

Certificate Issued Date

Account Reference

### Unique Doc. Reference

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### Description of Document

### Property Description

Sl. No.	Particulars	Consideration Price (Rs.)
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First Party

### Second Party

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Stamp Duty Amount(Rs.)

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SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

Article 5 Agreement or Memorandum of Agreement

: M O U AGREEMENT

: 0  
(Zero)

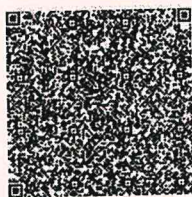
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: KC OVERSEAS EDUCATION PUDUCHERRY

SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

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(Twenty only)



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**TO BE VERIFIED BY THE RECIPIENT**  
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1. The authenticity of this Stamp certificate should be verified at '[www.shoelastamp.com](http://www.shoelastamp.com)' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
  2. The onus of checking the legitimacy is on the users of the certificate.
  3. In case of any discrepancy please inform the Competent Authority.



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE, PUDUCHERRY**  
**AND**  
**KC OVERSEAS EDUCATION PVT. LTD. PUDUCHERRY**  
**(Licensee: Trinity Academy)**

SMVEC AND KC hereinafter individually referred to as “PARTY” and collectively referred to as “PARTIES”

**Terms and Conditions:**

[1] **Duration:** This MOU shall be valid for 01 year from 18-04-2022 and thereafter it may be renewed on mutually agreed terms.

[2] **Purpose:** This MOU is for the collaboration between the parties for mutual benefit.

**Where**

**[1] KC will provide**

First introductory session will be initiated by giving brief information about the various career prospects available for the students in abroad just to create the urge among the student to go overseas for higher education. Along with financial assistance options which are available for the students.

- [i] Expert talks/ informative seminars/ counseling sessions/ guest lecturers to the Faculty members and students about:
  - a) Education opportunities abroad in different countries
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**[vi] International University Tie-Up: KC will provide various international university tie ups directly to SMVEC. In accordance to the specific requirements of the international university.**

These activities would be conducted either through separate sessions for respective departments or through combined/ common sessions for all departments depending on the strength/ attendance of the participants and as mutually decided upon.

**And**

**[2] SMVEC shall provide**

- [i] Permissions and cooperation in such areas as may be mutually agreed between the parties, more particularly described in this agreement.
- [ii] Seminar hall(s)/ counseling room(s)/ classroom(s) for conducting of the activities.
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- [ii] Each party represents that they have full power and authority to enter this MOU in general.

**[5] Commercial:**

- [i] SMVEC and KC shall agree on mutual terms to conduct classes such as IELTS/GRE/GMAT to benefit the students towards admissions. IELTS/GRE/GMAT coaching is offered FREE of cost by KC.
- [ii] KC recommends and suggests the tie up institutions, and shall not charge any kind of processing fees to the students directly except free Universities in Europe.



- [iii] SMVEC and KC agrees to work on a 50/50 commission model towards abroad education, and all the payments are subjected to three to six months of student enrolments to foreign Universities.
- [iv] KC pays SMVEC on receipt of payment from foreign institutions, which may vary from three to six months.

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  - [a] Publically available
  - [b] Is rightfully received by the parties from the third parties without accompanying secrecy obligations
  - [c] Is already in the party’s possession and was lawfully received from sources other than the parties
  - [d] Is independently developed by the parties.
- [ii] The two bodies understand and acknowledge that the confidential information is valuable and confidential and agrees that it will all the times be kept in trust, to be disclosed to only such persons as have a “need to know” the same for effective implementation of this MOU and that it will only be used by the parties for the benefit of the others.
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[ii] In witness thereof, both the parties put their hard seal on the day, month and year herein mentioned.

IN WITNESS WHEREOF, to show their assent, the duly authorized representative of the parties here to have signed the Agreement and set their seals as below.

ON BEHALF OF

SRI MANAKULA VINAYAGAR ENGINEERING  
COLLEGE, PUDUCHERRY

BY :

NAME : **Dr. V.S.K. Venkatachalapathy, M.E., Ph.D.,**  
Director cum Principal  
TITLE : **Sri Manakula Vinayagar Engineering College**  
(An Autonomous Institution)  
DATE : 18-04-2022 **Madagadipet, Puducherry-605 107.**

WITNESS:

1. **Dr. CAILASSAME N.S.H**  
PLACEMENT OFFICER, SMVEC
2. **Dr. Jaichithra, D**  
HOD, Dept. of English, SMVEC

ON BEHALF OF

KC OVERSEAS EDUCATION PVT. LTD.  
PUDUCHERRY (Licensee: Trinity Academy)

BY :

NAME : ANOOP S  
TITLE : DIRECTOR-PUDUCHERRY  
DATE : 18-04-2022

WITNESS :

1. **N. P. N.**  
NAVIS XAVIER NIKHIL.M.
2. **B. Chandru**