



தமிழ்நாடு TAMILNADU

4 OCT 2023

WAY FORWARD
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முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண்: 1/2015/மா.ப.அ./திருச்சி
சமயபுரம்



Way Forward Academy, a partnership firm having its office at No-18 2nd Cross Rajarathinam Pillai Street, Opposite to Aruna Theater, Tiruchirapalli, Tamil Nadu, India-620 003, (herein after referred to as the **First Party**) which shall be deemed to include its heirs, assigns and successors in interest, unless repugnant to the context.

AND

Sri Manakula Vinayagar Engineering College - School of Arts and Science, an institute established under Sri Manakula Vinayagar Educational Trust having its address at Madagadipet, Pondicherry (herein after referred to as the **Second Party**).

The above-mentioned entities shall collectively be referred to as the 'Parties' and each, individually shall be referred to as a 'Party', as the context may so require.


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Director cum Principal
Sri Manakula Vinayagar Engineering College
Madagadipet, Puducherry - 605 107.


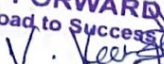

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THE PARTIES HEREBY AGREE AND CONTRACT AS FOLLOWS:

1. The Parties acknowledge and agree that this MOU shall be in force for a term from 7th Sep 2023 to 30th June 2024 from the Start Date, and shall be subject to renewal on the same, or different terms upon mutual consent of the parties, upon determination.
2. The parties acknowledge and accept that the relationship between the first party and the second party shall be governed in accordance with the provisions of this agreement, as amended from time to time.
3. The First Party represents that it is in the profession of providing educational services and coaching to students pursuing B.Com and aspiring for CA (Chartered Accountancy)/ CMA (Cost and Management Accountants course) Professions.
4. The Second Party represents that it is an educational trust, among other institutions, is also running School of Arts and Science running under the name and style Sri Manakula Vinayagar Engineering College- School of Arts and Science (SMVEC- SAS) located at Madagadipet wherein the second party is desirous of availing the Service of Academic Lecture/ Tutoring sessions to its students Pursuing B.com by the First Party.
5. The First Party represents the following:
 - a) It is engaged, inter alia, in the profession of providing educational services to students pursuing CA/ CMA.
 - b) It shall at all the time, stay committed to its goals and objectives as outlined above.
 - c) It shall not take any Fees or any Charges of any kind for the provision of the Service directly from the students of the SMVEC SAS provided at SMVEC SAS.
 - d) It shall, at all times comply with best practices that may be applicable to its services; and
 - e) It shall maintain a copy of student attendance record for the Academic Sessions conducted by it.
 - f) It shall at all times, stay committed to the goals and objectives of the Second Party, as outlined above and shall comply with the provisions of this MoU, as amended from time to time.
6. The Second party represents the following:
 - a) They are desirous of engaging the First Party to provide Services in the School of Arts and Science (SAS).
 - b) They shall make timely payments to the First Party in compliance with the terms of this agreement.
 - c) They shall, at all times act in the best interests of the beneficiary-Students of SMVEC and



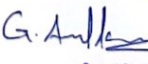

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- d) Shall assume responsibility for proper maintenance of student-attendance record, Student discipline and adherence to the requirements of the curriculum to achieve the objective, coordinate, communicate and enable students to attend the classes.
7. The Parties acknowledge that from the Start Date, the First Party shall commence services from 7th September 2023 to 30th June 2024 wherein agreed part of the syllabus (Course title and syllabus as stated in Annexure-I as prescribed by Second Party) shall be completed for students within the mutually agreed frame of time for each Semester.
8. The First Party shall provide services on all the working days for Students pursuing B.com Programmes. The Classes shall be every week from 9.50 AM till 4.30 PM based on the time table shared from the Second Party.
9. The deliverables of the First Party shall include to provide necessary Academic Lecture Sessions require 5 years of Question Bank of CA/CMA from the curriculum and completion of the agreed part of the syllabus (Given in Annexure-I as prescribed and amended by the Board of Studies) to the students within the Mutually agreed number of hours allotted by the Second Party, prepare Question Papers as and when required and priorly communicated by the Second Party and Evaluate the performance of the Students.
10. The First Party shall carry out periodic tests preferably on Saturdays or any other day as per their discretion and shall undertake independent and sole evaluation of the students performance in the said tests, which shall not be within perusal and evaluation jurisdiction of the Second Party.
11. The Parties acknowledge that the total number of hours required to complete the Services for the Students is 750 hours (Foundation Syllabus) for the academic year 2023-24. One Semester is for duration of 15 weeks or 90 working days. In any case where there is a requirement of additional of additional hours for conduct of classes, the same shall be availed with the consent of the Second Party. In case there is reduction in the number of hours the parties to the first part shall intimate the same to the management and record the reasons for the same. In addition to the above mentioned clause the parties of the first and second part may agree to take classes covering the (intermediate syllabus) based on need for which both parties may agree to an addendum/annexure to the original contract.
12. The venue of the services shall preferably be at the SMVEC SAS for Class room sessions, and attendance of the First Party must be maintained in the prescribed format duly signed periodically by both parties and sent by the Dean SAS, depending upon where the services are carried out, duly verified and on time.
13. The Second Party shall provide relevant infrastructure for the performance of the services, including but not limited to


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- a. Appropriate venue for the Services to take place.
 - b. One Coordinator.
 - c. Periodic assistance to facilitate the smooth running of the services, As may be required by the First Party from time to time.
 - d. Maintained the attendance record of First Party.
14. The Second Party shall pay the First Party a service fee amounting to INR 1,300/ Hour (60 Minutes) of lecture (Rupees One Thousand Three Hundred Only) exclusive of GST, for provision of the Services.
 15. The Second party undertakes to disburse the service fee monthly. During the term of this agreement, the Service fee for lecture hours completed upto last working day of the month shall be billed by the end of every month and the payment against the bill raised which falls due by the last working day of the month shall be paid on or before 15th day of the following month.
 16. The Second party assures that it is the sole and prime responsibility of the First Party to ensure their performance of services & completion of the syllabus in the stipulated time during the term of this agreement. The second party can offer suggestions for the improvement of ongoing classes based on their own experience and students feedback. These suggestions if valid can be taken up & implemented by the first part at its discretion.
 17. The Second Party acknowledges that fees and reimbursements to the first party shall be paid in a timely manner as mentioned above in clause 15 avoiding delays
 18. The evaluation of performance of the First party for all purposes including for disbursement of Payment of Service fee shall be based only on fulfillment of its Commitment mentioned in clause 9 and not in any other manner.
 19. The Parties acknowledge that the First Party shall not, at any point of time during the term of this MoU, assume liability or be put in disadvantageous position for the actions/ omissions/ non-maintenance of records/ non-compliance of the Second Party in respect of the terms of this MOU/failure to allot or provide required hours to First party for provision of services within stipulated time/failure to facilitate the first party for provision of services, nor for any claims made against the Second Party by any student (in person, or through their legal guardian) or other third-party.
 20. The Second Party agrees that this MoU with the First Party is exclusively with the Second Party and is strictly not transferable or assignable by both the First and the Second Party.


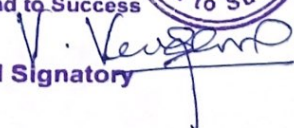

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21. The Parties acknowledge that the provisions of this Agreement shall be governed by the laws of India and any disputes arising therefrom are subject to adjudication before courts at Chennai, India.
22. The Parties acknowledge that the Parties can terminate this contract providing 3 months' prior written notice, with Valid reasons for termination.
23. The First and Second Party shall maintain the confidentiality of the MOU. All information shall be included within the scope of this clause that is learnt of in connection during the course of the interaction between the parties. Confidential information may conclude, without limitation:
- The terms of this MOU
 - Policies, plans and financial details.
 - The identity of any other Students or clients.
 - Customized teaching methods, tools, and/or supplies used by the First Party in providing Services.
 - The names and addresses the employees; and
 - The techniques, methods, and strategies by which the First Party develops updates and markets its services.
24. This agreement is governed by and constructed in accordance with the laws of Chennai, India.
25. The Second Party at any time during the term of this Agreement:
- Should not disturb the existing set up of First party by way of offering employment to their faculties, Partners, directors, associates, resource persons during the MoU period or try to influence towards offering employment to persons recommended by them during the period of MoU.
 - All positive & negative feedbacks from students, their parents or any other persons shall be discussed for the developments of the students & the First Party can offer necessary explanation or correct itself as the situation warrants.
26. Any dispute arising from the provisions of this Agreement shall be subject to the exclusive jurisdiction of the courts at Chennai.


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G. Anil

V. Venkatas

Partner



[Handwritten signature]

Signed by the Second Party:

Signed by the First Party:

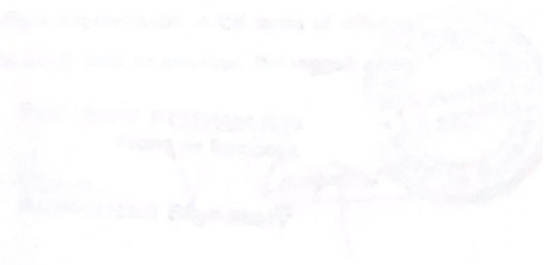
Name: Name:

Designation: Designation: **V.S.K. Venkatachalapathy, M.E., Ph.D.**
Director cum Principal

Date: Date:

Sri Manakula Vinayagar Engineering College
Madagedipet, Puducherry - 605 107.

Email: Email:



General Clarifications

1. Regarding Tests

Tests will be conducted on weekly basis after completion of one month from the start of semester & feedback on the performance of students shall be given to students as well as one assigned representative from your end. Tests will be conducted as per the pattern prescribed by ICAI or ICMAI as the case may be for the respective level.

2. Time in and Time out

We shall follow the time schedule on a daily basis i.e., from 9.50AM to 4.30 PM. The faculties for the session will be present 15 minutes before their respective scheduled class periods. In case of 5 to 10 minutes of delay we shall compensate it in the same period. However, for more than 15 minutes on any particular day/ period we shall compensate it in within the agreed time frame by proper rescheduling keeping students convenience in mind.

3. Absence of Faculty

We shall avoid such lapses by proper internal contingency planning. However due to exigencies on a particular day, a faculty is unable to take up a class; then we shall try to substitute alternative faculty based on internal arrangements. This will ensure that scheduled classes will not be left vacant.

However, in case if we are unable to make such arrangements due to reason beyond our control, the concerned faculty whose class has been missed out will take up lapsed class within the agreed frame of time.

4. Students Feedback

We have an internal program wherein each faculty will be inviting feedback on a bimonthly basis from the students regarding the quality of teaching and subject matter, suggestions for improvement in taking classes, changes needed, difficulties in understanding etc. Based on the feedback course correction will be taken for the students improvisation in the terms of effective class delivery and additional Academic support for the needy shall be provided. We suggest a one

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man representation from your end who will coordinate in this matter and resolve any issues present for both ends then and there.

5. Remedial classes

Regarding slow learners or failures, we shall identify them based on the test performance and also based on their active participation in classes. we may consider to conduct special classes at required intervals. However, if students are lagging because of their poor basic educational background, it will be difficult to impart knowledge on a short span of to time. Especially if people are weak in English- both written & oral then it will be beyond our scope to impart needed language skills. Remedial class hours shall be conducted in addition to the hours allotted for regular classes.

6. Single point of contact (SPOC)

Any clarifications required regarding

1. MOU (Adherence to terms)
2. Academics (Conduct of classes)
3. Finance (Processing Invoice and ensuring release of payments on time)
4. Student performance
5. Student Feedback
6. Evaluation (Conduct of exams)

Or any other matter of concern or any other information required from either parties shall be routed and communicated only through the single point of contact

SPOC for Way Forward- Mr. Karthick S in his absence Mr. Arul Kannan

SPOC for Sri Manakula Vinayagar Engineering College- Mrs.M.Janaki Rama in her absence Dr.S.Muthulakshmi (Dean-SAS)


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