भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு तमिलनाडु TAMILNADU 5.7.2024

DX 249456

K. சிவா S.V. No. 1186/85
எண். 3, இ.சா.ப. அலுவலகம்,
மலைக்கோட்டை, திருச்சி-2

MEMORANDUM OF UNDERSTANDING BETWEEN

J.J. COLLEGE OF ENGINEERING & TECHNOLOGY

Tiruchirappalli

AND

IGENUINE SOFT SOLUTIONS PRIVATE LIMITED

Coimbatore

This Memorandum of Understanding is made and executed at Tiruchirappalli on this 12th day of July 2024, by and between:

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD. AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

Igenuine Soft Solutions Pvt Ltd

"**IGenuine Soft Solutions Private Limited,**", a private limited company having its registered office at **3A Masakalipalayam Road, Balan Nagar, Peelamedu, Coimbatore – 641004** (hereinafter referred to as "IGENUINE" or SERVICE PROVIDER which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns) of the FIRST PART

AND

"**JJ College of Engineering & Technology** ", an educational institution having its college premise at **Ammapettai, Poolangulathupatti, Tiruchirappalli – 620009** (hereinafter referred to as "JJCET" or CLIENT which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its affiliates, successors and permitted assigns) of the SECOND PART

Whereas the client wishes to use the services provided by the service provider to develop the employability skills of their students and therefore this MOU comes into force based on the terms and conditions given below.

GENERAL TERMS & CONDITIONS

1. DEFINITIONS

In these general terms and conditions of service, the following terms shall have the respective meanings ascribed thereto below:

Scope of Services: To train the Students of JJCET on **Employability & Life Skills** and other add on programs as is necessary for the overall development of competencies that is required for a successful career. A detailed description of which is given in Annexure I of this Agreement.

Deliverables: Training Sessions, Study material, Test papers, online tests, career profiling and personality assessments (The last three on availability basis).

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD. AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

IGenuine Soft Solutions Pvt Ltd

Terms and Conditions: The general terms and conditions of service as set forth in this document and shall govern and form an integral part of this MOU.

2. OBLIGATIONS OF THE PARTIES

The Client further agrees:

(a) to co-operate with the Service Provider in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorized to provide instructions to Service Provider on behalf of the Client and to bind the Client contractually as required;

(b) to provide instructions and feedback to the Service Provider in a timely manner;

(c) to provide the Service Provider (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services;

(d) to notify Service Provider promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;

The Service Provider agrees:

(a) to obtain and maintain all necessary statutory documents and consents in order to comply with relevant legislation and regulation in relation to the Services;

3. PRICES AND PAYMENT

The Client shall pay Service Provider the charges set out in Annexure II of this Agreement, for provision of the Services (the Charges).

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

Genuine Soft Solutions Pvt Ltd

Parties shall agree the price for the Services and Deliverables in the Agreement. The Charges are expressed inclusive of any applicable taxes.

4. TERM & TERMINATION

This Agreement shall come into force and effect from 12th of July 2024 and shall remain in effect for a period of 3 years from such date. Either party may terminate this Agreement by giving one month's written notice to the other.

5. LIMITATION OF LIABILITY

In no event shall the Service Provider be liable to the Client or any third party for special, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever, whether arising under contract, warranty, or tort (including negligence or strict liability) or any other theory of liability even if the possibility of such damages were disclosed to such Party or could have been reasonably foreseen by it.

6. CONFIDENTIALITY

Both the Parties recognize that in the due course of the Agreement, it may be possible for both the Parties to come across and know about certain confidential information (whether or not the information is marked or designated as "confidential" or "proprietary") relating to the other Party and its businesses including legal, financial, technical, commercial, marketing and business-related records, data, documents, reports, etc. without limiting to any other information (the "Information").

Parties agree to keep all Information of the other Party confidential and not to disclose, without the prior written consent of the other Party, to any other person or use such Information other than for the purposes of carrying out this Agreement.

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

Genuine Soft Solutions Pvt Ltd

Each Party shall take all steps as may be reasonably necessary to protect the integrity of the Information and to ensure against any unauthorized disclosure thereof and shall be governed by the Laws of India

7. INTELLECTUAL PROPERTY RIGHTS

This Agreement shall not affect the respective Intellectual Property Rights vested in the Parties to this Agreement. Nothing contained in this Agreement shall be considered as either Party granting any license or permission to the other Party, to use its Intellectual Property Rights. Both the Parties agree hereto that neither Party shall claim any rights over the Proprietary Information belonging to the other. Notwithstanding the foregoing, Client hereby permits iGenuine under limited conditions to use the name of Client in any promotional material used by iGenuine for the purpose of depicting the expertise and experience of iGenuine in providing the Services

8. BUSINESS ETHICS

Both the Parties shall continue to perform the obligations under this Agreement without breaching the terms and conditions and shall follow the general business ethics of the business. When there are some non- adherences from a Party, the other Party shall be at liberty to point out the same and shall allow the Party to rectify the same within reasonable period of time. Such non adherences shall include but not limited to training delivery terms, payment terms etc.

9. APPLICABLE LAW AND JURISDICTION

This Agreement shall be construed, and the legal relations between the parties hereto shall be determined, in accordance with the laws of India, and the Parties consent to the jurisdiction of the courts of Coimbatore, India for settlement of any disputes that may arise under this Agreement.

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

iGenuine Soft Solutions Pvt Ltd

10. AMENDMENT

Any modification to the agreement shall be affected upon mutual agreement and after execution by both the Parties in writing.

11. FORCE MAJEURE

No failure or omission by either party to perform any of the obligations of this Agreement by any of the Party shall give the other Party a claim against such Party, or be deemed a breach of this Agreement, if and to the extent that such failure or omission arises due to Force Majeure conditions. The term "Force Majeure", shall include, without limitation, earthquake, fire, flood, epidemic, act of war, whether declared or undeclared, blockade, epidemic, terrorism, riot, strikes, or any other Cause (s) beyond the reasonable control of either of the Parties

12. DISPUTE RESOLUTION

All disputes arising out of or in connection with this Agreement shall be attempted to be settled through negotiation between senior management of both the Parties. If any Dispute arising between the parties is not amicably settled within reasonable period of one month of commencement of attempt to settle the same, the Disputes shall be referred to arbitration under the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time. The parties agree (i) that the Arbitration proceedings will be conducted in Coimbatore and (ii) the panel of arbitration shall consist of three (3) members, one each appointed by the parties and the third appointed by the nominee arbitrators by consensus

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

Genuine Soft Solutions Pvt Ltd

13. ESCALATION

ANY FEEDBACK, QUERY, GRIEVANCE PERTAINING TO THIS AGREEMENT MAY BE POSTED TO THE E-MAIL ID GOMATHI@IGENUINELEARNING.COM IN EXCLUSIVELY CREATED FOR THE PURPOSE OF CAPTURING THE VOICE OF THE ESTEEMED CUSTOMERS OF IGENUINE.

HOWEVER, DEPENDING ON THE NATURE OF THE SITUATION THE CLIENT MAY ALSO CONTACT THE FOLLOWING IGENUINE REPRESENTATIVE:

Level	Name	Designation	Email	Contact Number
1	Ms. Samyukthaa Manoharan	Head – L & D	director@igenuinelearning.com	9843991919
2	Mr. Maheswaran S	Head – Key Accounts	mahes@igenuinelearning.com	8248734637
3	Ms. Gomathi R	Sr. Manager – Learning & Development	gomathi@igenuinelearning.com	9788082038

ANY FEEDBACK, QUERY, GRIEVANCE PERTAINING TO THIS AGREEMENT MAY BE POSTED TO THE E-MAIL ID PRINCIPAL@JJCET.AC.IN IN EXCLUSIVE AS AN OFFICIAL ID FOR JJCET.

HOWEVER, DEPENDING ON THE NATURE OF THE SITUATION THE CLIENT MAY ALSO CONTACT THE PLACEMENT & TRAINING DEPT OR COLLEGE OFFICIALS:

Level	Name	Designation	Email	Contact Number
1	Dr.P.Mathiyalagan	Principal	principal@jjcet.ac.in	9677049391 9597509105
2	Dr.P.Balakrishnan	Training SPOC	training@jjcet.ac.in	9442740327

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

iGenuine Soft Solutions Pvt Ltd

14. MISCELLANEOUS

14.1 This Agreement will does not create any joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity.

14.2 Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

14.3 Any failure by either Party to enforce the other Party's strict performance of any provision of or obligation under this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

14.4 If any provision of this Agreement is invalid, unenforceable or prohibited by Law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and the remainder of this Agreement shall be valid, binding and of the like effect as though such provision was not included herein.

14.5 Neither Party shall assign or transfer any of its rights or obligations under this Agreement to any person without the prior consent of the other Party.

14.6 Non observance of the obligations under the Agreement as agreed and signed by the Parties shall be treated as breach of contract, entitling the non- breaching Party to all available legal remedies.

14.7 This Agreement shall be executed in two originals, one for each Party.

ENTIRE AGREEMENT

This Agreement expresses fully the understanding between the Parties and all prior understandings, representations, Agreements, licenses or agreements, oral or written, are hereby superseded. The terms

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

Genuine Soft Solutions Pvt Ltd

or provisions of this Agreement may be modified, amended, supplemented, waived, or discharged only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the date first above mentioned. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

SIGNED AND DELIVERED for and on behalf of

IGENUINE SOFT SOLUTIONS PVT LTD	**JJ COLLEGE OF ENGINEERING & TECHNOLOGY**
Ms.Samyukthaa Manoharan Authorized Signatory	Dr.P.Mathiyalagan Principal

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

R. Chenthur Selvan
Vice-chairman

In the presence of: -

Witness:

1 Dr. P. Mathiyalagan
Principal
J.J. College of Eng. & Tech
Trichy
Ph: 9677049391

2 MANASA SRIRAM
TRAINING SPECIALIST
iGENUINE LEARNING, COIMBATORE.
9894516310
manasa.igenuine@gmail.com

TERMS AND CONDITIONS

- JJCET will provide the confirmation of assignment in the form of work order/purchase order to iGenuine for conducting the training program at least 10 days prior to the commencement of the training program at the beginning of the academic year.
- The training workshop will be on working days during the academic year or on mutually agreeable dates. The client shall provide the training calendar well in advance so that the service provider can deliver the afore said programs effectively.
- The syllabus submitted by the service provider for the training sessions for all batch of students, across all departments & years, shall be discussed, finalized and approved by Principal before the commencement of the sessions. This collaborative effort will ensure that the curriculum is up-to-date and aligns with the latest academic and industry standards.
- JJCET shall provide adequate facilities like training room, projector, audio system, trainer boarding & lodging etc.
- Parties shall agree the price for the services and deliverables in the Agreement. The charges are expressed inclusive of all applicable taxes.
- Fee is exclusive of all taxes.
- iGenuine commits to providing training services exclusively to JJCET in the Trichy region. This exclusivity applies to engineering institutions, with the exception of universities. iGenuine commits that we will not provide training services to any other engineering institution in the Trichy area except JJCET.

For JJCET

VICE CHAIRMAN
J.J. EDUCATIONAL HEALTH & CHARITABLE TRUST
DINDIGUL ROAD, AMMAPETTAI,
POOLANKULATHUPATTI - POST,
TIRUCHIRAPPALLI - 620 009.

For IGENUINE

iGenuine Soft Solutions Pvt Ltd