



தமிழ்நாடு தமில்நாடு TAMILNADU

H 560702

தமிழ்நாடு ரூ. 100/-

எண். 7597

நாள். 18-7-200

Sri G.V.G. Visalakshi college  
for women, udumalpet.

த. மரியன் நவந்தரஜ்

முத்திரைத்தாள் விற்பனையாளர்,

உரிமம் எண் 39 / 2004

கணக்கம்பாளையம்,

உடுமலைப்பேட்டை

### MEMORANDUM OF UNDERSTANDING

*Sanjay*  
*with*  
This Memorandum of Understanding (hereinafter referred as "MOU"), (which expression shall include all amendments thereto from time to time) is made at 10 a.m. on this 19<sup>th</sup> day of July in the Year Two Thousand and eight between Sri G.V.G Visalakshi College, Udumalpet established under G.V.Govindasamy Naidu Charities Trust, 11.02.1956, affiliated to Bharathiar University, having its office at Udumalpet and represented by its principal hereinafter for the sake of convenience and brevity referred to as the "the college" (which term and expression shall, wherever the context so admits be deemed to mean and include its successors-in-office and interest and assigns) of the FIRST PART;

AND

ICICI BANK Limited, a company within the meaning of the Companies Act, 1956 and a banking company under the provisions of the Banking Regulation Act, 1949 and having its registered office at Landmark, Race Course Circle, Vadodara 390 007,

MOU/COLL/LMS, For

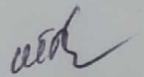
*with*

and its Corporate Office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051 hereinafter for sake of convenience and brevity referred to as "the Bank" "(which term and expression shall wherever the context so admits be deemed to, mean and include its successors-in office and interest and assigns) of the SECOND PART.

[The College and the Bank are hereinafter jointly referred to as "Parties" and individually as a "Party"]

Whereas

- A. The Bank is engaged in banking business.
- B. The College is engaged in providing educational services including vocational training and is an educational institution.
- C. The College and the Bank have agreed to enter into an arrangement whereby the Parties shall jointly work towards launching Certificate /Diploma Course in banking and financial services in the College (hereinafter referred to as "the Courses") and to render necessary and relevant courseware including e-Learning modules for the purpose of effective functioning of the Courses.
- D. The College and the Bank shall work towards rendering such Course Material and such Course Ware as is necessary for smooth and effective functioning of the Courses. This initiative is for the overall development of the students of the College by providing them an opportunity to associate with the banking and financial services industry through vocational and academic training.
- E. The Parties hereto are desirous of reducing to writing the terms and conditions of the arrangement, through these presents.





THIS MEMORANDUM WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. OBJECTIVE

1.1 The objectives of the Parties are:

1.1.1 Work towards initiating and launching the Courses to facilitate the students of the College to enhance their employment possibilities and future prospects.

1.1.2 Work towards enhancement of knowledge skills of the students for future employment / self employment.

1.1.3 To facilitate industry academic partnership for better education.

2 THE COLLEGE AGREES:

2.1 To take effective measures and steps in initiating the Courses based on the curriculum and courseware developed by the Bank for furtherance of career opportunities to its students.

2.2 To appoint an Administrator, who would also act as a liaison between the Parties.

2.3 To identify and train panel of counselors, teachers, practical trainers, etc., (prior to final execution and implementation of the course), for both theory and practical classes of the approved course.

2.4 To undertake that the copyrighted modules and other academic materials supplied by the Bank would be used exclusively for the academic purposes of its Staff and Students.



2.5 To provide any other assistance as may be required to further the promotion and management of the said courses.

2.6 To indemnify and hold the Bank harmless from any loss, claim, damage, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, to which the Bank may be subjected to by virtue of any contravention and/or non-compliance with any laws, ordinance, regulations and codes as may be applicable from time to time, which the University is required to comply in law.

**3 THE BANK AGREES:**

3.1 To provide the courseware for the Courses through such form and manner decided by the Bank including providing soft copies of the course material, access to e-learning modules, etc.

3.2 To conduct Faculty Development Program/s for the faculty of the College for familiarization of the course content, design and pedagogy.

**4 MISCELLANEOUS**

Announcements and Publicity: The College shall not make any public disclosures or announcements regarding this Memorandum or its subject matter without the prior written consent of the Bank.

**5 AMENDMENT TO THE MEMORANDUM**

5.1 All amendment(s) / modification(s) to this Memorandum shall be subject to mutual understanding and prior written approval being exchanged between the College and the Bank.



## 6 TERM AND TERMINATION

6.1 This Memorandum shall continue to be in full force and effect from 17/07/2008 to 16/07/2011 or such other date as the parties may otherwise mutually agree to.

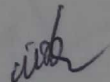
6.2 Either Party shall have to give a written intimation to the other Party for any non-compliance or deviation, and the other Party shall be given a minimum time period of thirty days to rectify the same, before they are issued the termination notice.

6.3 Either party may terminate this Memorandum by giving notice in writing:

6.3.1 If the other party is in material breach of any of the terms of this Memorandum and such breach remains unremedied for more than 30 days (thirty days) after receipt of notice from the terminating party;

## 7 GOVERNING LAW

7.1 This Agreement and all matters arising from it and any dispute arising out of this Memorandum shall be governed by and construed in accordance with the Indian laws.



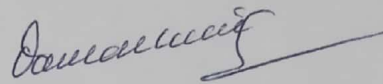
8 JURISDICTION

8.1 The parties submit to the exclusive jurisdiction of the Mumbai Courts.

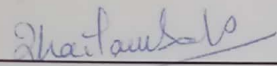
IN THE WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR  
RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR HEREINBEFORE  
MENTIONED.



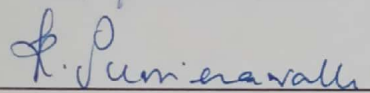
Principal,  
For Sri. G. V. G. Visalakshi College,  
In the presence of witness



Mr. Paulus Delima  
For and on behalf of the Bank  
through its Authorised Signatory,  
in the presence of witness

1. 

P. THAILAMBAL  
Reader in English, Sri G. V. G. Visalakshi  
College for Women (Autonomous), Udumalpet.

2. 

K. Puritharavalli  
S.G. Lecturer in Commerce  
Sri G.V.G. Visalakshi College  
Udumalpet.

1. 

2. 