



தமிழ்நாடு தமில்நாடு TAMILNADU

Mafai, Chennai

21/9/18

10/9/18

BH 155719

R. RAGUPATHI

STAMP VENDOR, L/No. C3/4839/83

No. 37, VILLAGE ROAD, NOW KNOWN AS

No. 79/91, VALLUVARKOTTAM HIGH ROAD

MEMORANDUM OF UNDERSTANDING NUNGAMBAKKAM, CHENNAI-600 034

MOBILE: 9445114347

This Memorandum of Understanding (MoU) is entered into on 17<sup>th</sup> day of September 2018 by and between

MA FOI STRATEGIC CONSULTANTS PVT LTD ,a company incorporated under the companies act 1956 (referred as Ma Foi) having its registered office at No 41,Plot No 3276,Q Block,6<sup>th</sup> Avenue, Anna Nagar,Chennai -600040 (hereinafter 'Ma Foi')

And

M/S Sri GVG Visalakshi College For Women (Referred as Institution),an Institution, imparting and offering Arts & Science courses, having its registered office at Palani road,Udumalaped,Tamilnadu – 642128 (hereinafter 'The Institution') which expression shall remain repugnant to the context and meaning thereof, be deemed to include its successors-in-interest and permitted assigns of the other part.

Ma Foi and Institution hereinafter shall individually be referred to as 'Party' and collectively as 'Parties'

WHEREAS

Ma Foi is engaged in the business of consulting services majorly focusing on **Strategy, Analytics, Education, IT** to clients across the globe which shall not be limited to imparting training and

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FOR WOMEN (AUTONOMOUS)

VENKATESA MILLS POST

UDUMALPET - 642 128.





development courses in the areas of technology innovation, placement preparatory course, language & soft skill for various educational institutions.

Sri GVG Visalakshi College for Women is an institution accredited by NAAC, New Delhi and affiliated to Bharathiar University, Coimbatore an ISO 9001:2015 certified institution which focusing imparting and offering Arts and Science Courses to the students.

Now therefore in consideration of mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. Scope:**

- a) Ma Foi shall organize certification program for the students to make themselves prepare for the job namely "Placement Preparatory Programme" (hereinafter referred to as "Programme")
- b) The above Programme shall be conducted at the College Campus.
- c) The Program duration shall be 30 hours for final year (5 days)
- d) The Institution shall provide this Programme to the students of Third Year.
- e) Placement Assistance by Ma Foi Group Company (CIEL HR Services Pvt Ltd) for BFSI Sector Jobs.

**2.) Obligation of the Institution:**

(a) The INSTITUTION shall provide the necessary infrastructure & basic amenities such as electricity, water, telephone, Audio & Projector etc.; which is suitable and ready for delivering the Programme.

(b) The INSTITUTION shall provide a workable space, refreshment amenities for Ma Foi's staff to facilitate this Programme.

(c) The INSTITUTION shall nominate a coordinator as a point of contact (POC) for Ma Foi for proper operations of MoU.

**3.) Obligation of Ma Foi**

(a) Ma Foi shall utilize its strength to align with Placement Preparatory skill development programme and initiatives to meet the objectives of the institution. It shall accordingly design and deliver various programmes within the overall scope of MoU.

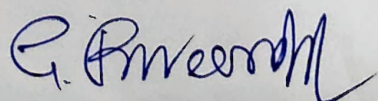
(b) The Programme content shall be jointly discussed and agreed between the parties before the commencement of the programme. Ma Foi shall have absolute liberty to engage faculty in order to deliver the programme in due course of time.

**4.) Consideration**

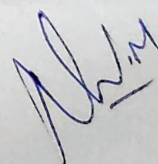
The Institution shall pay fee as detailed in Annexure – 1 to this MoU

**5.) Terms and Termination**

(a) This MoU shall commence on the Effective Date and shall cease to remain in effect after 1 year from the Effective Date. Parties may renew this MoU before the completion of the term, by way of mutual consent, in writing by way of separate Agreement.



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(b) Either Party Shall terminate this MoU by giving three months prior written notice in writing to the other party

#### **6.) Intellectual Property Rights**

Intellectual Property Rights over the content used for delivering the Program shall solely vest with Ma Foi and this Program/ MoU shall not be construed to transfer any such rights from Ma Foi to The Institution.

#### **7.) No Assignment**

Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other.

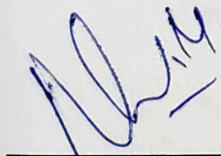
#### **8.) Amendment**

Any amendment/ modification to this MoU shall be made on the basis on mutual written understanding between the Parties.

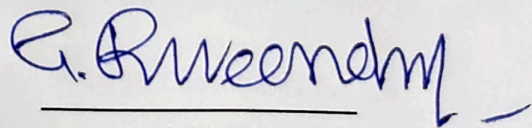
#### **9.) Governing Law and Dispute Resolution**

Any and all disputes, differences or questions relating to or existing out of this Agreement, including without limitation, any questions relating to the existence, validity and enforceability of any of the provisions of this Agreement (together "Disputes"), will be submitted for arbitration under the provisions of this Arbitration and Conciliation Act, 1996 as amended from time to time, Party shall jointly decide and appoint sole arbitrator. The Parties agree that the place of arbitration shall be in Chennai and the language of arbitral proceedings shall be the English language. The decision of the arbitrator shall be final and binding on the parties. The courts at Chennai will have exclusive jurisdiction over the disputes arising between the parties.

**IN WITNESS WHEREOF**, the Authorized Representatives of the Parties have signed and executed this Agreement on the date first above written.



**Authorized Signatory**  
**(For Ma Foi Strategic Consultants Pvt. Ltd)**



**Authorized Signatory**  
**(Sri GVG Visalakshi College for women)**

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**SRI GVG VISALAKSHI COLLEGE**  
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*E. Raveendran*  
**SECRETARY**  
**SRI GVG VISALAKSHI COLLEGE**  
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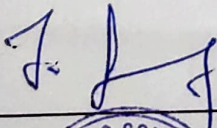
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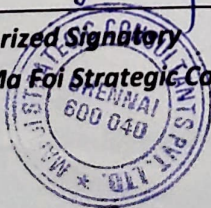
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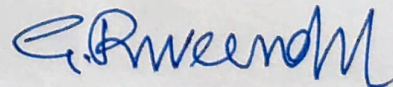
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(For Ma Foi Strategic Consultants Pvt. Ltd)



\_\_\_\_\_  
**Authorized Signatory**  
(For Sri GVG Visalakshi College for women)



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## **Annexure - I: Training Programme**

**With reference to the above MOU, Ma foi Strategy will be conducting following programme for UG Students of Sri GVG Visalakshi College for Women .**

### **1. Objectives**

Ma Foi shall deliver the following course:

- a. Certificate course on Placement Preparatory Program For Final Year(30 Hours)

### **2. Schedule**

Ma Foi targets to complete the Program in accordance with the following schedule. The detail structure of the Program shall be shared separately.

Course Duration :

Course Scheduled Date:

### **3. Responsibilities of Sri GVG Visalakshi College for Women**

- a. Sri GVG Visalakshi College for Women shall be responsible for organizing and arranging space and necessary infrastructure to conduct the Program
- b. Arrange for refreshments & food for trainers from Ma Foi.

### **4. Consideration**

As consideration for conducting the Program, Sri GVG Visalakshi College for Women agrees to pay Ma Foi in accordance with the following terms:

- a. Total No. of Students = 766(Third Year Approximately )
- b. Cost per student shall be INR 600(Inclusive of GST 18%)
- c. Total Project Value  $766 \times 600 = 459600$ (Inclusive of GST 18%)
- d. Payment schedule is as given
  - a. Sri GVG Visalakshi College for Women shall pay 50% percent of the total payment as an advance before the Signing of MOU.
  - b. The balance amount 50% will be made on Completion of the Program .
  - c. The institution shall provide adequate facilities like training room, projector, audio system, etc.
  - d. Payment shall be made in favour of Ma Foi Strategic Consultants Pvt Ltd by DD/Cheque/NEFT.

  
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**(For Ma Foi Strategic Consultants Pvt. Ltd)**



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