

WHEREAS ATC is inter alia engaged in providing all infrastructure amenities and incidental assistance required by FIRST PARTY and claims to have necessary expertise and experience in the field of 'Infrastructure Arrangements' and hence capable of rendering services in terms of this Agreement; and

WHEREAS ATC has represented that it complies with all the statutory norms relating to its business operations; and

WHEREAS ATC has expressed its desire to render services in terms of this Agreement and FIRST PARTY, has agreed to take services of ATC on a non-exclusive basis; and

WHEREAS the parties having recognized the benefit of being associated in terms of this agreement agreed that the terms and conditions are reduced into writing.

SCOPE OF WORK

FIRST PARTY is engaging ATC, who shall arrange a training Centre in **Chennai District, Tamilnadu** to train 500 beneficiaries.

Course Name: Certified Business Correspondence & Business Facilitator

Sector Skill Council [SSC] Name: Banking and Financial SSC of India

QP Code: BSC/Q0301

NSQF LEVEL: 3

Course Duration: 1 month

TERM OF AGREEMENT

This Agreement shall become effective on **27/11/2024** and shall continue in effect till **30 /12/2024** of the project. This Agreement may only be extended by mutual consent of the parties in writing subject to the availability of project work and satisfactory performance of ATC.

GENERAL TERMS AND CONDITIONS

FIRST PARTY, reserves the right to vary the terms of the Agreement after giving the ATC reasonable notices as may be required under the existing rules, laws, or change in organizational policies. The Service fees may also be revised on mutual consent.

RESPONSIBILITIES OF THE SECOND PARTY

TAGORE ARTS AND SCIENCE COLLEGE, CHROMPET, THE SECOND PARTY shall at its cost and expense and in accordance with and subject to the provisions of this agreement shall;

- a) **THE SECOND PARTY** can refer their students to our Authorized Training Centre (ATC) and monitor them to attend regularly to the Centre.
- b) Follow up with them on a regular basis
- c) Batch size 100 students – morning 50 students and afternoon 50 students or vice versa. Maximum a month 100 students.
- d) Age above 18 years and ATC prefers final year students.
- e) Payment will be scheduled after the start of the batch from 15 days after and completion of the course.

CONFIDENTIAL INFORMATION AND TRADE SECRETS:

- a) The ATC and the persons engaged by him shall be responsible for maintaining secrecy and confidentiality and shall not divulge/ disclose to anyone the information obtained by them, directly or indirectly, during the course of the Agreement or take away any documents/ information or any other such material etc. without expressed authority of FIRST PARTY. In case of such breach, the ATC shall be liable for losses in terms of both monetary and/or non-monetary terms. The ATC shall recognize and acknowledge that any use or disclosure of documentation, information, etc. will cause FIRST PARTY or its client(s) irreparable loss and damage for which other remedies may be inadequate. The ATC, therefore, undertakes to make good of damages appropriately, so caused.
- b) The ATC and the persons engaged by him shall ensure that the Confidential Information are properly safeguarded and they will take all necessary measures to protect it against misuse, loss, destruction, alterations or deletions thereof.

INDEMNITY

- a) The ATC hereby, represents and warrants SECOND PARTY, and its client(s) that the services provided by him/ her shall not violate any proprietary and intellectual property rights and any third party, including without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights. The ATC, hereby, agrees to indemnify and hold SECOND PARTY and its client harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorneys' fees, to which they may be subjected by virtue of a breach of the foregoing warranty.

TERMINATION

- a) Either party shall have the right to terminate this Agreement at any time upon thirty (30) days' written notice to the other in the event of a breach by the other party of its obligations hereunder. Each party shall inform the other party of any breach of the terms and conditions under and arising out of this Agreement and give clear thirty (30) days written notice to the other party so as to rectify said breach. If the breach is not rectified within thirty (30) days of the receipt of notice to the satisfaction of the other party, the other party shall have the option to terminate this Agreement and/or refer the issue for dispute resolution.

Further FIRST PARTY, reserves the right to terminate the agreement by giving just one day notice if feedback of the ATC/ persons engaged by him is not satisfactory.

NOTICES

All notices required or permitted hereunder shall be given in writing and (a) personally delivered to the other party, (b) sent by certified mail, return receipt requested, (c) sent by receipted delivery service, or (d) sent by facsimile with confirmation from the other party.

FORCE MAJEURE

- a) None of the parties shall be responsible for any delay or failure to perform their respective obligation under this agreement caused by occurrence of events beyond control like fire, floods, accidents, exploitation, act of nature, act of public enemy, war, insurrections, riots, civil commotion, strike, sabotage, any law, statute, ordinance order, action or regulation of the government.
- b) Where a cause beyond the control of the party concerned arises, the obligations of the parties hereunder shall be suspended until the cessation of such circumstances whereupon the obligations of the parties shall be resumed.

ENTIRE AGREEMENT

This Agreement along with Annexure (s) represents the full and final understanding between the parties hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by both parties.

SEVERABILITY

If any provision of this Agreement is held illegal or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect or impair the validity or enforceability of the remaining provision of this Agreement.

ARBITRATION

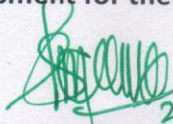
The parties agree that any dispute or difference in relation to or arising out of this Agreement or the interpretation thereof which cannot be resolved through other means within a thirty (30) days period, shall be resolved by arbitration under the provisions of Indian Arbitration and Re Conciliation Act, 1996 along with all amendments from time to time. The language of the arbitration shall be in English. The **JURISDICTION** of the Arbitration shall be Kanpur. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration. Unless otherwise awarded by the arbitrator, the arbitration fees shall be shared equally by the parties.

APPLICABLE LAW


This Agreement shall be governed by and interpreted in accordance with the laws of India, without regard to the conflicts of law's provisions thereof.

IN WITNESS WHEREOF, the authorized representatives of the parties have hereto set their hands upon the date first above written.

For Institute of Research and
Development for the Rural Poor


29/11/2024
By: DR. IRUDAYASAMY
MANAGING TRUSTEE

For Tagore college of Arts and Science


By: Dr. (Mrs.) R. SANTI
THE PRINCIPAL