



தமிழ்நாடு

எண்... 5132

திகதி... 19.2.2004.

J. G. Information Systems (P) Ltd  
Coimbatore

20/04

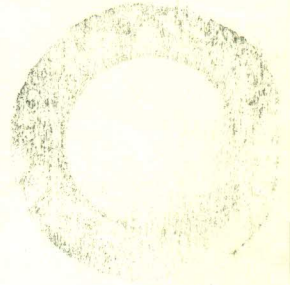
எம். சுகாசினி

ஸ்டாம்பு வெண்டர்

பரிமம் எண்: 20057/191/98-6

சார் பதிவாளர் அலுவலகம்

சென்னை-19



### MEMORANDUM OF UNDERSTANDING

This MoU is entered into on this the 1<sup>st</sup> day of March 2004 between "KGISL Institute of Information Management having its office at KG Campus, 365, Thudiyalur Road, Saravanampatti, Coimbatore 641035", (herein after referred to as KGISL IMM)

AND

KG Information systems Private Limited located at KG Campus, Saravanampatti Coimbatore (hereinafter referred to as "KGISL"). The scope of the MoU, the roles and responsibilities of the parties of the MoU are given below.

#### **Alliance Objective**

This document outlines a strategic understanding between KGISL and KGISL IIM to work together to offer the KGISL Academic Initiative. The primary aim of this relationship is to aid KGISL IIM in establishing a high quality people repository in software technologies. This will help KGISL IIM, teach and train their students on strategic technologies and to position them to support India's Information Technology initiative.

The KGISL Academic Initiative would allow KGISL IIM, one of the foremost institutions in India in the field of Education, and imparts training, among others in Computer Applications and Information technology faculties, to design world class curriculum capable of delivering high caliber IT skills required in the fast changing IT marketplace.

For KG Information Systems Private Limited



Authorised Signatory

**NOW THIS MoU WITNESSETH AS FOLLOWS:**

**DEFINITIONS AS USED IN THIS MoU :**

**"MoU"** means this instrument executed by KGISL and KGISL IIM, and subsequent amendments issued to the **MoU** by mutual consent as provided herein.

**"Program"** means the KGISL Academic Initiative that is the subject of this MoU.

**"Software"** or **"Product"** means the KGISL computer software packages identified for introduction in the Program, refer **Annexure "A"**

**"Curriculum"** means the KGISL Course that is integrated with the main Course, elective or Projects- Refer **"Annexure "B"**

**1. BENEFITS TO THE PARTIES**

By participating in the KGISL Academic Initiative, the parties will work to achieve the following benefits.

**1.1 Benefits for KGISL IIM**

1.1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Information Technology;

1.1.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology and software.

1.1.3 Opportunity to utilize the Program to train students on KGISL Software products and technologies.

1.1.4 Opportunity for the faculty and students of KGISL IIM to design world class curriculum capable of delivering the caliber of IT skills required at present and also for the future.

**1.2 Benefits to KGISL**

1.2.1 Creation of a resource pool of KGISL Software professionals to boost the existing skill level in the country

1.2.2 Inclusion of KGISL Software and technologies in the course curriculum of KGISL IIM.

1.2.3 Availability of skilled students from the Program for projects which would benefit KGISL customers and business partners

**2. RELATIONSHIP BETWEEN THE PARTIES**

2.1 Neither KGISL IIM nor KGISL is or will be an agent or legal representative or partner of the other. Neither of them is or shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of them is or shall be an employee or franchisee of the other, nor does this MoU create a joint venture or any similar relationship between them.

2.2 Neither party will make any representations pertaining to the other or its business or affairs, without the express prior written consent and approval of the other.

For KG Information Systems Private Limited



  
Authorised Signatory

### **3. Areas of Collaboration**

#### **3.1 KGISL**

3.1.1 Projects which are currently with KGISL shall be made available by KGISL to KGISL IIM Students.

3.1.2 Curriculum design as per the available projects with KGISL

3.1.3 One time training for faculty at the college for the curriculum.

#### **3.2 KGISL IIM**

3.2.1 Integrate the KGISL Curriculum into the Syllabus as referred from time to time as per the milestones set between KGISL & KGISL IIM.

3.2.2 Setting up, operating & maintaining the infrastructure required for training

3.2.3 Promotion of the KGISL Software Certification Program among the students of KGISL IIM.

3.2.4 Making available faculty, as per mutual convenience, for conducting training on site or customer premises on terms to be mutually agreed

3.2.5 Supporting KGISL in conducting tests /competitions, if any, for students in the colleges in Coimbatore district.

3.2.6 Maintenance of the required number of certified faculty (3nos.) members for each software/curriculum category;

3.2.7 Assignment and Completion of a minimum of 10 projects on each of the KGISL Software course categories for students for each year for each Pilot College.

### **4. MONITORING OF IMPLEMENTATION**

A Co-ordination Committee consisting of two faculty members of KGISL IIM and two officers nominated by KGISL will do the planning and monitoring of the implementation of the various aspects of this MoU. There would be quarterly & annual reviews. These reviews would primarily focus on the curriculum progress, faculty availability and certification.

### **5. INTELLECTUAL PROPERTY**

Title to the intellectual property rights of the software furnished by KGISL will at all times remain proprietary to KGISL. KGISL hereby grants to KGISL IIM, a non-exclusive, royalty-free license to use, execute and display the software products for internal use only. The software products that shall be provided to KGISL IIM under this Program shall be governed by the applicable license agreements of the respective software programs. KGISL IIM unconditionally agrees to comply with such terms and conditions. Each student and/ or faculty member participating in this Program shall accept the applicable license terms, and KGISL IIM hereby agrees to ensure the said terms are accepted and complied with by all such participants. In the event of any inconsistency or conflict between the terms of this MoU and those of the license agreement, the terms of the license agreement shall prevail.

For KG Information Systems Private Limited

  
Authorised Signatory

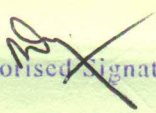
## 6. LIMITATION OF LIABILITY

Under no circumstances is KGISL liable for loss of, or damage, to records or data, as also claims for special, incidental, or indirect damages or for any economic consequential damages (including loss of profit or savings) even if KGISL is informed of its possibility. KGISL's liability for direct damages shall not exceed the rupee equivalent of Rs 50,000.

## 7. GENERAL

1. This MoU may be terminated by either party by providing the other one month's notice. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond its control from going ahead with the implementation of the provision of this MoU. Clauses 5, 6 and 7 of this MoU shall survive any such termination.
2. Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
5. Except for Clauses 5,6 and 7 hereto, this MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad frame work for working together on a specific opportunity as detailed herein.
6. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
7. The KGISL software programs offered under the said MoU are for the specific purpose set forth in the MoU, namely for training the bonafide students of the University on KGISL software, and not for any other commercial purposes.
8. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.
9. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
10. This MoU shall be governed by the laws of the Republic of India.
11. This MoU supersedes all proposals or other prior representations or communications, either oral or written.

For KG Information Systems Private Limited

  
Authorised Signatory

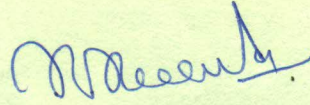
12. All communication between the parties shall be in writing and in English Language.

AGREED TO:

For KG Information Systems Private Limited

For KG Information Private Limited  
~~Authorised Signatory~~

By it's Manager HR



For KGISL Institute Of Information  
Management

By it's Director Education  
**Secretary**  
**KGiSL Institute of Information Management**  
**Coimbatore - 35**



தமிழ்நாடு தமில்நாடு TAMIL NADU <sup>13.2010</sup>

No : 5804.....

Date: 25.3.2010

KGISL Institute of information  
Management  
CSE

V. Chitrakala  
V. CHITRAKALA  
STAMP VENDOR  
GANAPATHY S.R.O.  
CBE-6 (TAMIL NADU)  
L No: 18661/L91/95

50AA 119704



## MEMORANDUM OF UNDERSTANDING

### Preamble

Through this Memorandum of Understanding (hereinafter referred to as the "MoU"), The Bharat Sanchar Nigam Ltd (referred to as "BSNL"), New Delhi and KGiSL Institute of Information Management - KGiSL-IIM, Intend to develop a special relationship.

This MoU is made and entered into, on this 25<sup>th</sup> day of March 2010.

S. SEKAR  
Authorized Signatory of BSNL  
Along with Seal

Mr. R. Ravichandran, Director  
Authorized Signatory of  
KGiSL Institute of Information Management  
along with seal

Page 1 of 6

उप महाप्रबंधक (ई.बी. & आई.टी)  
Deputy General Manager (EB & IT)  
भा.सं.नि.सि. / B.S.N.L.  
Alibaba Colony Telephone Exchange Building  
Coimbatore-641 011

BSNL is a company having its registered office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, Janpath, New Delhi-110 001, which expression , unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees; and at present represented by Chairman & Managing Director or his representative.

AND

**KGiSL Institute of Information Management - KGiSL-IIM**, with registered office at KGiSL Campus, Saravanampatti, Coimbatore - 35 (hereafter referred to as Information Management College), which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees; and at present represented by their Chairmen & Managing Director or his representative.

Of the other part

hereinafter referred to as "Parties".

Whereas

BSNL Tamilnadu Circle is a state owned company, engaged in providing telecom services all over Tamilnadu except Chennai

Whereas

**KGiSL Institute of Information Management - KGiSL-IIM** is an educational institution imparting education in the field of Engineering and Technology of various branches to the students who have completed their higher secondary education

Whereas

BSNL Tamilnadu Circle and the KGiSL Institute of Information Management - KGiSL-IIM have agreed to enter into a special relationship for the purpose of the former entities providing the latter comprehensive communication facilities in all across the country for entities providing the latter comprehensive communication facilities in all across the country for enhancing mutual business relationship.

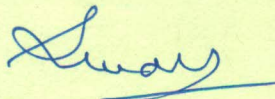
Now therefore

In recognition of these facts, BSNL, and the KGiSL Institute of Information Management - KGiSL-IIM witnesseth that, in consideration of the mutal covenants set out in this MoU, the parties hereby agree as follows:

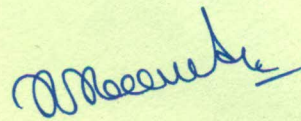
S. SEKAR

Authorized Signatory of BSNL

Seal



उप महाप्रबंधक (ई.बी. & आई.टी)  
Deputy General Manager (EB & IT)  
सा.सं.नि.लि. / S.N.L.  
Salbaba Colony Telephone Exchange Building  
Coimbatore-641 011



Mr.R.Ravichandran, Director

Authorized Signatory of

KGiSL Institute of Information Management  
along with seal

Page 2 of 6

## 1. Purpose of this Memorandum

This MoU is intended to recognize the general basis for a cooperative and collaborative working relationship between the two parties.

The objective of the proposed relationship is to enable BSNL to provide the KGiSL Institute of Information Management - KGiSL-IIM the full gamut of telecom services, included but not limited to basic telephony; mobile telephony; broadband package; internet services and VSAT services on most preferred client basis; and for the KGiSL Institute of Information Management - KGiSL-IIM to hire these services from BSNL on most preferred vendor (service provider) basis. Each party, by mutual consent, may involve in the cooperative and collaborative actions, any of its controlled affiliates competent in the concerned action.

## 2. Nature of memorandum

Through this MoU, BSNL and KGiSL Institute of Information Management - KGiSL-IIM intend to develop a special relationship, whereby effective telecom services, to the extent possible from time to time, are provided to KGiSL Institute of Information Management - KGiSL-IIM at special concessionary and competitive rates.

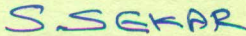
## 3. Responsibilities

3.1 BSNL Tamilnadu Circle, and KGiSL Institute of Information Management - KGiSL-IIM shall be responsible for the conduct of their assigned responsibilities.

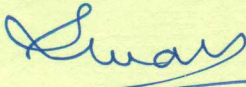
Neither BSNL nor KGiSL Institute of Information Management - KGiSL-IIM shall be responsible to the other parties for any losses that they may suffer arising out of the understanding.

The parties shall be responsible for insuring their respective premises, equipment and personnel for any claims that may arise from the conduct of the understanding.

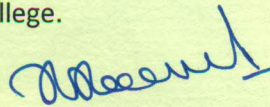
3.2 BSNL agrees to share the knowledge resources with Information Management College by resource persons from BSNL in technical seminars, conferences, workshops etc conducted at the premises of the Information Management College for the purpose of enhancing the knowledge/skill levels of the students studying in the college.



Authorized Signatory of BSNL Along with  
Seal



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Mr.R.Ravichandran, Director

Authorized Signatory of  
KGiSL Institute of Information Management  
along with seal



3.3 The Information Management College agrees to avail all the services from BSNL during the period of their MOU

3.4 BSNL agrees to entertain the students and faculty member to BSNL for industrial visits. BSNL will not collect any fees from the visitors from the Information Management College for the visits. The traveling expenses stay and food arrangements for the visiting faculty members of the college and their students shall be borne either by the individuals or by the Information Management College as the case may be.

3.5 BSNL agrees to impart their students in plant training conducted in BSNL premises free of charge to the extent possible for the purpose of skill update to their students and the traveling expenses, stay and food arrangements during the inplant /industrial training shall be borne by the respective student.

3.6 In the Inplant training the students will be imparted training on basics of telecommunication in the area of switching, transmission and external plant. The course will be conducted in the premises of BSNL.

3.6.1 The students deputed for the training courses as mentioned in para 3.6 above will ensure that the security of BSNL is not hampered.

3.7 The industrial visit is for one day. The students who visit the training will be given first hand information about various types of services and equipment available in BSNL.

3.8 BSNL shall not bear any expenditure for the above industrial visits/inplant training courses,

3.9 No stipend shall be paid by BSNL for the above training.

3.10 The students deputed by the Information Management College for the inplant training shall not claim any right for appointment in BSNL.

3.11 BSNL agrees to conduct regular specialized training courses to the students of the Information Management Colleges on payment basis as per the rates as per the orders BSNL Corporate Office and prevailing from time to time.

*S. SEKAR*

Authorized Signatory of BSNL Along with  
Seal

*Sekar*

उप महाप्रबंधक (ई.वी. & आई.टी)  
Deputy General Manager (EB & IT)  
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Coimbatore-641 011

*Mr. R. Ravichandran*

**Mr.R.Ravichandran, Director**

Authorized Signatory of  
KGIISL Institute of Information Management  
along with seal

#### 4. Status of MoU

This MoU is intended to record mutual understandings of the parties hereto, as of the date hereof.

This MoU would be subject to the law (and such rules & regulations) of India as may be applicable during the tenure of this MoU.

To discharge the responsibilities of each Party, and /or when specific obligations or financial commitments appear necessary to the Parties, the Parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each Party, and in particular the programme of work and the financial conditions of its execution.

#### 5. Validity

The Parties shall meet to decide a possible renewal of this MoU three months before its termination. A specific addendum shall then be signed by the Parties.

#### 6. Amendment

The MoU may be amended upon the mutual consent of all parties; but such amendment shall have no impact on any specific agreement then in force.

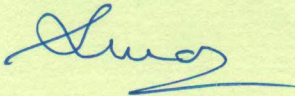
#### 7. Termination

This MoU may be terminated by any Party upon providing a written notice of three months. It shall also terminate automatically upon the bankruptcy of any of the Parties or in the event of force majeure prohibiting its continuity.

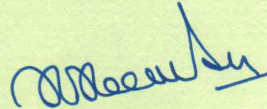
The expiry or termination of this MoU shall have no impact on any other specific agreement in force, which shall continue up to its normal expiry.



Authorized Signatory of BSNL Along with  
Seal



उप महाप्रबंधक (ई.बी. & आई.टी)  
Deputy General Manager (EB & IT)  
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Saibaba Colony Telephone Exchange Building  
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**Mr.R.Ravichandran, Director**

Authorized Signatory of  
KGISL Institute of Information Management  
along with seal

## 8. Arbitration

This MoU shall be subject to exclusive jurisdiction of courts in which the location of Information Management College, Where there is a presence of BSNL Office. The parties in the dispute will share equally the cost of arbitration as intimated by the arbitrator.

## 9. Confidentiality

All Parties acknowledge the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this MoU and agree not to disclose the same to any third party. However, each Party shall be free to disclose, such information as is part of the public domain at the time of disclosure, or required to be disclosed by official authorities in accordance with the applicable law.

The obligations of all the Parties as defined above shall apply notwithstanding termination of this MoU.

As witnessed by the hand of duly authorized representative of the Parties, as of the date hereunder:

Authorized Signatory of BSNL Along with Seal

**Mr.R.Ravichandran, Director**

Authorized Signatory of  
KGiSL Institute of Information Management  
along with seal

Witnesses:

1.

2.

Authorized Signatory of BSNL Along with Seal

**Mr.R.Ravichandran, Director**

Authorized Signatory of  
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