



मिलनाडु TAMILNADU

TCS LTD

26 MAR 2019

AN 280695

V.P. SEETHALAKSHMI (S.V.)

L.No: 9/CH(S)/2010 DL14-2-2011  
20A / 26A, Morrison 6th Street, Alandur,  
Chennai-600 016, Cell: 99402 10578

### Agreement

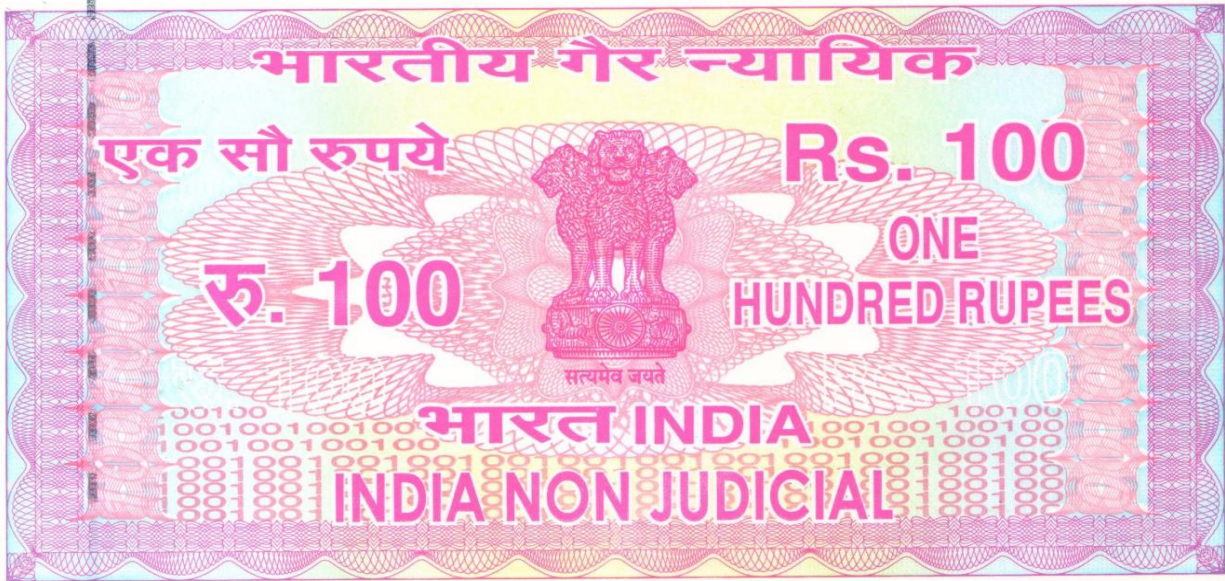
This Agreement ("Agreement") is entered into on the 28-03-2019 ("Effective Date") by and between Tata Consultancy Services Ltd., a company incorporated under the Companies Act, 1956 and having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, India (hereinafter referred to as "TCS"), and **Kovai Kalaimagal College of Arts and Science** an Institution having its corporate office at Vellimalai Pattinam, Thondamuthur Via, Narasipuram Post Coimbatore - 641109 (hereinafter referred to as "Other Party").

Whereas as **Kovai Kalaimagal College of Arts and Science** is in the business of providing education.

WHEREAS, TCS is a leading IT services, business solutions and outsourcing organization and has a strategic business unit with an objective to serve Small & Medium Enterprises ("SME's"). TCS has developed a business concept "IT-as-a-Service" aimed at delivering an integrated suite of end-to-end business solutions to SMEs ("hereinafter referred to as "iON Solution/s").

*N. Jala*





2567  
26-3-2019

TCS Ltd

BT 448884

S Kavitha  
L. NO.12144, B-1, 96,  
S. KAVITHA,  
STAMP VENDOR,  
731, M.K.N. ROAD, ALANDUR

WHEREAS, TCS wants to offer the courses available on iON Digital Hub to Other Party and Other Party wants to understand the competency of iON Digital Hub to suit the requirements of Other Party.

NOW THIS Agreement aims to capture the terms and conditions reached between TCS iON and Other Party regarding each other's roles and responsibilities and other terms.

#### 1) UNDERSTANDING

Parties acknowledge, understand and agree that TCS is offering iON Solutions mentioned in Annexure I of this Agreement in a consolidated and a non-severable manner.



## II) INTELLECTUAL PROPERTY RIGHTS

Each party shall continue to own the intellectual property developed prior to or independently of this Agreement.

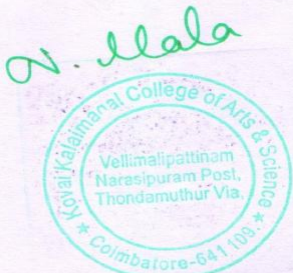
All rights, title and interests in and to the material used by TCS in the provision of the Services stated in Annexure I of this Agreement shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and Other Party shall not be entitled to claim any rights therein. All rights, title and interests in data of Other Party shall always remain with Other Party. Other Party agrees that TCS shall have the right to list Other Party name in its marketing material and use Other Party logo with respect to such listing and for reference purposes. Other Party acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude TCS from providing such services or performing such obligations to its other clients.

## III) CONFIDENTIALITY

During the term of this Agreement, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain (other than as a result of a breach of this Agreement ); (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this Agreement, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents.

Upon the disclosing party's written request at any time, or following the completion or termination of this Agreement, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.



#### IV) TERM

This Agreement shall be valid from the Effective Date and shall remain in force for 1(one) year from the Effective date, unless terminated earlier by either Party as provided herein below.

Either party may terminate this MOU by giving thirty (30) days' notice to the other party. On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

All such obligations and terms of this Agreement that are required to survive the termination of this Agreement shall survive such termination.

#### V) PERIODIC REVIEW

The Parties agree that the person's nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in a month, either personally or through a teleconference to review the progress and plan the future course of action, to accomplish the objectives of this Agreement as per the mutually agreed time schedule.

Point of contact of Other Party: Dr. A.KRISHNAMURTHY, Head Placement,  
9944976324

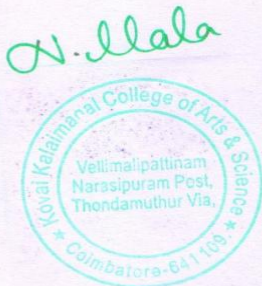
Point of contact of TCS: Mr. Suresh Kumar D ([sureshkumar.d3@tcs.com](mailto:sureshkumar.d3@tcs.com))  
Tata Consultancy Services Ltd., 21, Industrial Estate, Ambattur, Chennai – 600 058

#### VI) RELATIONSHIP OF THE PARTIES

Neither this Agreement, nor any activities described herein, shall be construed as creating a partnership, joint venture, franchise, agency or other such relationship. Neither party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party. Other Party acknowledges that certain services stated under Annexure I as iON Solutions may require services from sub-contractors for providing services to Other Party.

#### VII) LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this Agreement or the subject matter of this Agreement, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages.



*[Handwritten signature]*

#### VIII) GOVERNING LAW/ARBITRATION/VENUE

The laws of India shall govern this Agreement. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Mumbai. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Mumbai, for any action or proceeding regarding this Agreement.

#### IX ) NOTICES

All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective Parties as follows:

To TCS:

Attention: Mr. Venguswamy Ramaswamy – Global Head – TCS iON

Tata Consultancy Services Limited, Opposite Rodas Enclave, Hiranandani Estate, Ghodbunder Road, Patlipada, Thane West, Maharashtra 400607, India

With a copy to General Counsel, Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai - 400 001 (India), Fax No. + 91 22 6778 8097.

To Other Party: (Kovai Kalaimagal College of Arts and Science an institution having its corporate office at Vellimalai Pattinam, Thondamuthur Via, Narasipuram Post Coimbatore – 641109)

Attention : **Dr.N.Mala, Principal**

Or to such other person or addresses as any of the parties shall have notified to the other party. All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing by letter, fax or telegram.

#### X) NON SOLICITATION

During the term of this Agreement and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit, solicit or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this Agreement.

#### XI) TATA CODE

The business activities of TCS are self regulated by the “Tata Code of Conduct”. Other Party undertakes that it will ensure compliance with the Code in the performance of this Agreement and promptly report any violation or potential violation of the Code by any person to the Local Ethics Counselor or the Principal Ethics Counselor or the CEO of TCS. The Tata Code of Conduct can be viewed at [www.tata.com/pdf/tcoc-booklet-2015.pdf](http://www.tata.com/pdf/tcoc-booklet-2015.pdf)

*N. Mala*



*[Handwritten signature]*

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed by a duly authorized representative of such party as of the date first above written.

*N. Mala*

Kovai Kalaimagal college of Arts and  
Science

By: Dr.N.Mala

Title : Principal

*Venguswamy*  
02/04/2019

TATA CONSULTANCY SERVICES  
LIMITED

By: Mr.Venguswamy Ramaswamy

Title: Global Head, TCSiON

Dr. N. MALA, M.Sc.,M.Phil.,MBA.,Ph.D.,  
Principal  
Kovai Kalaimagal College of Arts & Science  
Narasipuram Post, Coimbatore - 641 109.



ANNEXURE – I  
Scope of Services

Other party agrees to purchase and use or conduct the courses as listed in Annexure II for its own institute students only and courses would not be used, conducted or sold for any other purpose. Other party will also offer the communities listed in the Annexure II.

All the courses opted by the other party students shall be accessed on iON Digital Hub after accepting terms and conditions mentioned on the Hub.

Other Party would be entitled to the share of revenue as given below.

Component Type	Delivery Type	Other Party Revenue Share (%)
Industry Honors Certificate ( IHC )	IHC Elective per Elective per student	12%*
Industry Honors Certificate ( IHC )	IHC Bundle of Four Elective per student	14%**



*V. Malar*



## Annexure II

TCS has currently offered the following courses. TCS may add more courses to the list from time to time at its sole discretion. Other Party will start these programs as per the strategic decisions of its management.

### TCS iON Industry Honor Certification

#### Product Construct

##### **Digital content in multi-modal form**

- Course to consist various multi modal content to provide learners with multiple learning enablers
- Delivered through iDLH Digital course

##### **Digital Lectures**

- Multiple Digital lectures delivered by renowned academicians and industry experts, spread across the entire duration of the course
- Delivered through live classrooms

##### **Academic Community**

- Learning communities moderated by renowned professors and educators from the lead institution
- Delivered through iDLH Digital community

##### **Industry Connect Community**

- Learning communities to be moderated by a subject matter expert from the industry
- Delivered through iDLH Digital community

##### **Industry Assignment**

- Access to 2 Industry mini – projects for practical exposure to the students along with virtual hands-on environment
- The performance of the students to be evaluated by respective institution's faculty

##### **Practice Assessment**

- Access to 2 practice assessments for continuous self evaluation
- Students to receive personalized real time analytics report of their strengths and areas of improvement

##### **Summative Assessment**

- Students to appear for summative and formative assessments at college premises.
- The students will be assessed in 2 stages i.e. Part-1: Test of Knowledge (objective) and Part-2: Test of Application as applicable (objective or hands-on or assignment)

*N. Lalala*



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### **Verifiable Digital Certificate**

- Successful students to receive a digital certificate which can be verified through online platform

### **Internship Opportunity**

- Internship opportunity subject to topper in the electives and subject to vacancy in the corporates

### **Job Opportunity**

- Gain visibility to job vacancies from the most sought after corporate recruiters that recognize the certification

## **Electives Catalog**

### **Electrical Engineering**

1. Deep Learning Foundations And Applications
2. Data Analytics
3. Introduction To Cognitive Information Processing
4. Industrial Automation And Control
5. Introduction To Nano-science And Technology
6. Intelligent Control
7. Automotive Sensors And Instrumentation
8. Advanced Sensing Techniques

### **Electronics & Communication Engineering**

1. Deep Learning Foundations And Applications
2. Data Analytics
3. Introduction To Nano-science And Technology
4. Intelligent Control
5. Intelligent Game Design
6. Computational Foundations Of Cyber Physical Systems
7. Machine Intelligence And Expert Systems
8. Neural Networks And Applications
9. Nano-electronics

### **Mechanical Engineering**

1. Deep Learning Foundations And Applications
2. Introduction To Nano-science And Technology



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3. Automotive Sensors And Instrumentation
4. Energy Conservation And Management
5. Engineering Economy, Costing And Accounting
6. Introduction To Human Body Mechanics
7. Mechatronic Systems
8. Robots And Computer Controlled Machines
9. Solar Energy Technology

**Civil Engineering**

1. Deep Learning Foundations And Applications
2. Construction Planning And Management
3. Environmental Statistics And Experimental Design
4. Urban Transportation Systems Planning
5. Smart Structures
6. Structural Optimization
7. Bio-mechanics
8. Advanced Structural Analysis

**Computer Science & Information Technology**

1. Deep Learning Foundations And Applications
2. Data Analytics
3. Introduction To Nano-science And Technology
4. Intelligent Game Design
5. Cryptography And Network Security
6. Intelligent Systems
7. Machine Learning
8. Artificial Intelligence
9. Cloud Computing
10. Information And System Security
11. Basic Agile

*A. Elala*



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**Pricing**

**Per Elective Pricing**

- For Student, Each elective INR 17,000
- Each elective comprise of 5 credit points
- Discount for **Institute** 12% per elective

**Bundled Pricing**

- Candidates have the ability to choose a bundle of 4 electives (total of 20 credit points), which can either –

Replace the existing electives taken as a course

Taken in addition to the course as elective/industry honors

- For Student, bundled (for 4 Elective) INR 42,000 per student
- Discount for **Institute** 14% for bundle of four electives per student.

*W. Lalala*



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