

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
ALAGAPPA INSTITUTE OF TECHNOLOGY PRIVATE LIMITED AND -----
-----.**

1. This agreement is entered into between the Vice President-Operations, Alagappa Institute of Technology , 49, Gangadeeswarar Koil Street, Purasawalkam, Chennai, Tamilnadu, herein after called as Party No.1 and ----- hereinafter called as Party No.(2). The term party No(1) & Party No(2) shall mean and include where ever the context so permits their successors - in - office legal representatives, executors, administrators and assigns.

2. (a) Whereas Party No.(1) has proposed to extend the Distance Education to the students of ----- and whereas Party No.(2) has agreed to co-operate with Party No.(1) for the extension of the study offered by the Alagappa University through Distance Education in ----- and whereas both the parties have agreed to abide by the terms and conditions as hereunder.

(b) Nomination of Programme Officers

The Party No.(1) shall send the "Inspection Team" to inspect the infrastructure and teaching facilities available with Party No.(2) and to certify the suitability.

The party No.(1) shall have the exclusive right to appoint the Programme Officers. The Programme Officers shall not appoint any other person/agency designating him/her as Programme Officer or in any other capacity in the area allotted or in any other area.

3. Courses Offered

The Courses offered by the University through Distance Education are given in Appendix –I.

4. Fee Structure

As per the rules of the University no extra tuition fee should be charged from the students. It is critical that Party No (2) should not violate the terms and conditions of the University.

As per the university's terms and conditions the fee amount which is collected from the student is shared between the university and the study center at the ratio of 70:30 and for MSC (IT)&MCA 60:40 The prescribed fee structure is given in the Appendix – II.

The candidates shall have to take two separate Demand Drafts – one in favour of the Director, Directorate of Distance Education, Alagappa University, payable at Karaikudi, towards the course fees and another demand draft in favour of the Study Centre (i.e. Alagappa Institute of Technology Pvt. Ltd.) concerned towards 'Service Charges'.

5. Application Form and Prospectus

The Application forms can be downloaded from the website (www.aluniv.org) and Prospectus shall be obtain from Party No(1).

6. Admission Procedure

The admission shall be made two times in a year. The normal period of academic year from 1st July 30th June (12 Months), the Calendar period year from 1st January to December. The University shall prescribe the eligible qualifications for admission of candidates to various courses. Party No. (2) shall issue and collect back the filled-in applications from the candidates along with original certificates and attested copies of qualifying examinations and the prescribed fees. After the initial verification the Party No. (2) shall forward the attested copies of Certificates of the qualifying examinations of the candidates to Party No (1). The copies are to be attested by a Gazetted Officer of the Principal of recognized educational institutions. The Original Certificates need not be send to the Directorate of Distance Education. The University and the Party No. (1) has the right to call for Original Certificates, at any time, if necessary, for verification. ~~The share of fees due to the University shall be paid by the students individually by means of demand draft drawn in favour of "The Director, Directorate of Distance Education, Alagappa University", payable at Karaikudi. The University, after scrutiny, shall confirm admission of candidates. The admission cards and identity cards of the students shall be sent to party No. (2), who in turn, shall deliver them to the candidates against acknowledgement.~~

7. Student Strength

Party No (1) shall have the right to fix the minimum number of candidates to be admitted for each course.

8. Syllabus and Scheme of Examination

The University shall supply the Course materials wherever it is applicable, to the students through party No. (1). Party No (1) will forward to the Party No. (2) and it is the duty and obligation of Party No.(2) to deliver the same at his own risk and cost to the students. In no case, University shall send the Course materials directly to the candidates admitted through party No. (2).

10. Conduct of Personal Contact Programme

The Personal Contact Programme shall be conducted by the Party No. (2) for a specific number of days/hours for all courses as specified by the University norms. The Party No. (2) shall arrange to send the Personal Contact Programme communications to the students well in advance. For those courses, where the attendance in Personal Contact Programme is compulsory, the Party No. (2) shall send the communications by Registered Post and shall submit the list of eligible candidates who have satisfied the minimum attendance requirement to Party No(1), within 2 days from the date of completion of Personal Contact Programme. Only such of those students are eligible to sit for the Examinations.

The University shall prescribe the qualifications for teachers for handling classes in Personal Contact Programme. The Party No. (2) shall submit the list of teachers along with their educational qualifications and experience to Party No(1) and get its approval.

The Party No.(2) shall engage the services of only those approved teachers for taking classes in Personal Contact Programmes. The Party No.(2) shall do everything to impart quality education ensuring enduring values and excellence in action.

11. Conduct of Examinations

The University shall have the exclusive right to conduct the University Examinations, evaluate, declare results and award degrees / diplomas.

The Director, Directorate of Distance Education, Alagappa University shall issue the prescribed examination application forms to the candidates through Party No. (1). The Party No. (1) shall in turn issue the Examination Application forms to Party No(2). After the receiving of application forms from the party No(1), Party No(2) will distribute the forms to the students, and retransmit the same to the Controller of Examinations, Alagappa University sufficiently in advance, prior to the last date specified by the University. The Controller of Examinations of Alagappa University shall scrutinise the Examination Application forms and shall decide the eligibility of the students to write the examinations.

12. Financial Sharing between the University and Study Centres

30% of Fees (service charge allotted to the study center) must be shared between party no(1) and party no(2) as 40:60. (that is 40% to party(1) and 60% to party(2))

Party No (1) & Party No (2) should have a joint account in a bank. Party No:1 ----
----- & ----- Party No2 will be the joint signatory authorities.

Party No (2) should provide all the infrastructure facility(including electrical, rental, system service charge etc)& staff facility.

13. Financial Obligations of the Party No.(2)

The Party No.(2) shall meet the traveling, boarding and lodging expenses of the "Inspection Team" of the University & Party No(1) as and when required.

The Party No.(2) shall bear all the expenses connected with admission, the conduct of Personal Contact Programme such as rent for the classrooms, lecture/practical class remuneration, administrative expenses etc. The expenses relating to conduct of the examinations like rent for halls, remuneration to invigilators, T.A/D.A for University officials visiting the Examination Centre, the postal expenses for sending the filled-in examination application forms, answer scripts etc, to the University shall have to be borne by Party No.(2).

14. Bank Guarantee

The Party No.(2) shall arrange to procure and submit a Bank Guarantee for Rs. 2,00,000/- (Rupees Two Lakhs only) and Rs.1,00,000 as Caution Deposit (Rupees One Lakh Only) in favour of "Alagappa Institute of Technology Private Limited, Chennai - 84". In case of default on the party of Party No.(2) regarding payment of any amount towards any fees or any dues including examination fees etc., the Party No(1) shall automatically invoke the Bank Guarantee and call upon the

Bank concerned to pay the amount, as calculated by the Party No(1) within the above mentioned monetary limit and without any notice to the Party No(2). The Party No(2) shall arrange Bank Guarantee with a Scheduled Bank having a branch at Chennai.

15. Validity of Agreement

This agreement shall come into effect from 03/05/06. This agreement shall be in force for an academic year and shall be periodically renewed by mutual consent based on overall performance of Party No (2). During the tenure of this agreement, if the action of Party No (2) is found to be not satisfactory in the opinion of Party No (1), the Party No (1) has got every right to terminate this agreement on the expiry of the running academic year of the agreement.

16. Jurisdiction of Court Relating to all Disputes

Both the parties agree that disputes, if any, arising between the parties in respect of the matters covered by this agreement shall be decided only by the Court located at Chennai, Tamil Nadu, India.

17. Schedule

Both parties having agreed to the aforesaid terms and conditions have signed this agreement at ----- on ----- in the presence of witnesses who had also signed in this agreement. The agreement is prepared in duplicate. The original agreement is retained by Party No.(1) and a copy is handed over to Party No.(2).

Alagappa Institute of Technology

Vice-President

Witness:

1.

2.