



தமிழ்நாடு தமில்நாடு TAMIL NADU

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29AC 163660

18/10/2023

JANSON'S SCHOOL OF BUSINESS

S. ரேணுகாதேவி
முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண் : 928 / ஆ1 / 2021-21
இருகூர், கோவை - 641 103.
செல் : 99522 28976

KARUMATHAMPATI

COIMBATORE - 641659



Memorandum of Understanding ("MoU")

This Memorandum of Understanding ("MoU") is executed at Coimbatore on 20-October-2023.

BY AND BETWEEN

The PMI Chennai Chapter (short name PMICC) is a non-profit oriented chartered component of Project Management Institute (PMI®), headquartered in Newtown Square, Pennsylvania, USA. We are a registered society under 1975 Year 27th Act of the Tamil Nadu Society Registration Act, bearing Registration No. 176/2002. PMI Chennai Chapter, hereinafter referred to as "PMI Chennai" or "PMI CHENNAI", which expression shall unless repugnant to the context or meaning thereof, be deemed

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to mean and include its successors and permitted assigns of FIRST PART

And

Jansons School of Business (JSB), an Exclusive B-School, affiliated to Bharathiar University, Coimbatore and approved by AICTE, Government of India, New Delhi (AICTE Permanent ID: 1-24832501). Jansons School of Business is having its campus at Karumathampatti, Coimbatore - 641659, Tamil Nadu, hereinafter referred to as "JSB" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its officers, authorities, successors-in-interest), of the SECOND PART.

PMICC and **JSB** are hereinafter individually referred as the "**Party**" and collectively as the "**Parties**" as the context permits.

WHEREAS:

- (i) **JSB** inter-alia is engaged in the field of creating, developing, and conducting various skill-based degree, diploma, and certificate programs, addressing the needs of high growth sectors.
- (ii) **PMI Chennai Chapter** The primary area of operation of the Chapter is in the geographies of Tamil Nadu and Puducherry; and
- (iii) **PMI Chennai** and **JSB** desire to enter into this MoU to establish *PMI Chennai's Academia Forum / Students' chapter at JSB Coimbatore*, setting forth the terms and conditions pursuant to which **PMI Chennai** shall collaborate with **JSB** in delivering, and promoting such services as may be jointly envisaged by **JSB** and **PMI Chennai** from time to time.

AND WHEREAS PMI CHENNAI and **JSB** are desirous to enter a MoU to jointly work on creating and delivering training to different organizations in the jurisdiction area of **PMI Chennai** for services listed in **ANNEXURE I**.

RULES OF INTERPRETATION:

In this MoU:

- a. references to **persons** includes individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships or legal person or legally constituted entity of any kind.
- b. the headings are inserted for convenience only and do not affect the construction of the MoU.

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- c. references to one gender includes all genders; and
- d. Any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated, or re-enacted during the **Term**.

NOW, THEREFORE, THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. **Scope of MoU.** This MoU sets forth the terms and conditions that will apply to services to be jointly developed and rendered by PMI CHENNAI with JSB (the "Services") as mutually agreed by the parties and confirmed in each Statement of Work as defined in Clause 3 below and exact scope further clarified in Annexure-I. Furthermore,
 - a) PMI CHENNAI and JSB pursuant to the terms of this MoU, depending on context, will work together to (1) promote the culture of Project Management (CAPM) amongst students of constituents of JSB (2) Provide research opportunities to the students of JSB (3) Guide and support the students to create research papers worthy of acceptance in reputed journals and PMI publications.
 - b) Subject to JSB's material fulfillment of its obligations as set forth in this MoU, including its Annexures, Exhibits and schedules PMI CHENNAI shall work with JSB with the entire scope of Products & Services described in the Annexures of this MoU.
 - c) **PMI Chennai** shall have front-end relationship with its network members only. Access of **JSB** to promote its services and/ or products to Network Members of PMI CHENNAI shall be restricted to the period during which this MoU is in force. JSB is allowed to communicate with any person, other than the network members of PMI Chennai directly for purpose of promoting the cause of this Agreement. Both the parties agree that any publication meant for promotion of the courses / programmes arising out of this Agreement shall be jointly approved by both the parties, prior to circulation.
 - d) PMI CHENNAI Student Chapter *at JSB* shall be responsible for creating a team to manage need based operations and work on the product and services front which includes creation of content, development delivery mechanism, etc. This shall be accomplished *without* compromising the academic rigor at the institute.
 - e) **PMI Chennai** shall have exclusive rights to create & design content for each course and update, user interface flow, and new service or course creation relating project management. However, faculty from **JSB** may participate in creation of course content, on the condition that right to finalize the content remains exclusively vested with PMI Chennai. PMI Chennai shall



certify in writing to the institute and/or students on need basis that it has created & designed the course curriculum and training modules.

- f) **PMI Chennai** shall provision the contents such as training texts and video and related data as is required by the courses.
 - g) **PMI CHENNAI** shall have ownership and control of its own social media and member network community. At no point in time can the **JSB** maintain or create its own database based on **PMI Chennai's** network unless it is individually opt-in by the members themselves.
2. Term. Unless earlier terminated in accordance with Clause 10 of this MoU, the term of this MoU will commence on the Effective Date and will continue for a period of two (2) years from the Effective Date ("Term")
3. Statement of Work. JSB shall collaborate with PMI CHENNAI exclusively for the services defined in Annexures for the region mandated to PMI CHENNAI and shall not engage with any other person or institution for such services. The Services provided by PMI CHENNAI to JSB pursuant to this MoU will be so provided in accordance with Statements of Work (each, separately, a "Statement of Work") entered into by PMI CHENNAI and JSB during the term of this MoU. PMI Chennai intends to work through JSB to promote project management culture and courses in working region of PMI Chennai. Each Statement of Work will, at a minimum, include the following:
- a. A reference to this MoU, which reference will be deemed to incorporate all applicable provisions of this MoU into each Statement of Work.
 - b. The date as of which each Statement of Work will be effective, and the term or period during which PMI CHENNAI will provide the applicable Services to JSB pursuant to each Statement of Work.
 - c. A description of Services to be provided to PMI CHENNAI or JSB pursuant to each Statement of Work.
 - d. The fee structure or revenue share [only when the program is conducted for person other than students and faculty of JSB] and charges due and to be shared or payable by JSB to PMI CHENNAI for Services to be provided under each Statement of Work. The mechanism and revenue share or amounts payable shall be decided on case-to-case basis.
 - e. Any additional provisions applicable to Services provided under each Statement of Work that are not otherwise set forth in this MoU or that are exceptions to the provisions set forth in this MoU.



No Statement of Work will become effective until it has been executed by an authorized representative of each party. In the event of any express conflict or inconsistency between the provisions of this MoU and the provisions of a Statement of Work, the provisions of the Statement of Work will control with respect to the interpretation of that Statement of Work; provided, however, that the provisions of that Statement of Work will be so construed so as to give effect to the applicable provisions of this MoU to the fullest extent possible.

4. Obligations of the Parties to the MoU. Each party shall make available such infrastructure and manpower as is agreed to effectively provide Services to the beneficiaries.

5. Payment for Services (Commercial Terms) –

JSB and PMI CHENNAI agree that consideration for providing Services shall be by way of JSB paying fee to PMI Chennai for conducting programs for Students / Faculty of JSB or sharing revenue from end customer to PMI CHENNAI decided on a case-to-case basis. In the event any additional cost that is incurred by JSB or PMI Chennai, will be mutually agreed by both parties. JSB shall share all the relevant records related to program conducted with PMI Chennai in a time bound duration which is mutually agreed.

6. Taxes. JSB shall be responsible for, and will promptly pay, all taxes, fees, charges levied or assessed by any regulatory authority or agency based upon the fees under this MoU or the Services, except taxes levied or assessed on the net income or profit of PMI CHENNAI. However, it is clearly understood by parties that if the service provided by mentioned vendor is related to educational activity or provided to students directly, then PMI Chennai and JSB are not liable to pay goods & service tax.

7. Warranties.

PMI CHENNAI hereby warrants to JSB that PMI CHENNAI will perform its duties and obligations hereunder in a professional and workmanlike manner. EXCEPT AS OTHERWISE PROVIDED IN THIS MOU, PMI CHENNAI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICES.

JSB hereby warrants to PMI CHENNAI that JSB shall perform their duties and obligations hereunder in a professional and workmanlike manner. EXCEPT AS OTHERWISE PROVIDED IN THIS MOU, JSB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR



PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICES.

8. Confidentiality. In connection with the activities contemplated by this MoU, each party may have access to confidential or proprietary technical or business information of the other party ("Confidential Information"). Each party will take reasonable precautions to protect the confidentiality of the other party's Confidential Information, which precautions will be at least equivalent to those taken by such party to protect its own Confidential Information. Except as required by law or as necessary to perform under this MoU, neither party will knowingly disclose the Confidential Information of the other party or use such Confidential Information for the benefit of any third party. Confidential Information will not include information that (i) was in the public domain at or subsequent to the time it was communicated to the receiving party by the disclosing party through no fault of the recipient; (ii) was rightfully in receiving party's possession free of any obligation of confidence at or subsequent to the time it was communicated to the receiving party by the disclosing party; (iii) was developed by employees or agents of the receiving party independently of and without reference to any information communicated to the receiving party by the disclosing party; or (iv) was communicated by the disclosing party to an unaffiliated third party free of any obligation of confidence. The receiving party may disclose the Confidential Information of the other party as necessary to establish its rights under this MoU, in response to a valid court order, law, rule, regulation (including any securities exchange regulation) or as required by any statutory authorities, banks and financial institutions.
9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, IN ANY ACTION ARISING FROM OR RELATED TO THIS MOU, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS (EXCEPT FOR JSB'S PAYMENT AND EXCLUSIVITY OBLIGATIONS UNDER THIS MOU), INCOME, GOODWILL OR REVENUE. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING UNDER THIS MOU EXCEED THE AMOUNT OF TOTAL FEES PAID OR PAYABLE TO THE OTHER PARTY DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY UNDER THE STATEMENT OF WORK TO WHICH THE CLAIM RELATES.
10. Indemnities
- a. JSB will be entitled to rely on and act in accordance with any written instructions or directions provided by PMI CHENNAI through Authorized Signatory and will incur no liability in doing so, if the act / deed done by JSB is in accordance with such instructions. PMI CHENNAI shall defend, indemnify and hold harmless JSB and its subsidiaries, successors and assigns, and each of their officers, directors, agents, contractors, subcontractors and employees (collectively, the JSB Indemnified Parties"), from and against any and all claims, liabilities,




damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) JSB acting in accordance with written instructions or directions from PMI CHENNAI ; or (ii) any infringement of any copyright, trademark, service mark, trade name or similar proprietary rights conferred by statute, by common law, or by contract alleged to have occurred as a result of rights conveyed, materials provided, or work performed by or on behalf of PMI CHENNAI .

- b. JSB shall defend, indemnify and hold harmless PMI CHENNAI and each of its officers, directors, agents, contractors, subcontractors and employees (collectively, the "PMI CHENNAI Indemnified Parties"), from and against any and all claims, liabilities, damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the gross negligent acts or intentional misconduct of JSB, arising out of or in any way connected with the Services, unless such liability results from or relates to the PMI CHENNAI .
- c. The party to be indemnified pursuant to this Section will notify the indemnifying party within a reasonable time after receiving notice of a claim. Provided that the indemnifying party defends any such claim, the indemnifying party will have control over the defense and settlement thereof. The party to be indemnified will furnish, at the indemnified party's reasonable request and expense, information, and assistance necessary for such defense.

11. Termination.

This MoU shall come into force on Effective Date and shall remain valid for two (2) years from the Effective Date unless terminated by either party as stated hereunder:

- a. If either party materially breaches this MoU and/or any Statement of Work and fails to cure such default within 60 days after receiving written notice specifying the default, then the party not in default may terminate this MoU and/or such Statement of Work as of the date specified in such notice.
- b. In the event that JSB default in the payment when due of any amount due to PMI CHENNAI under any Statement of Work and does not cure such default within 60 days, then PMI CHENNAI may terminate that Statement of Work and each other Statement of Work as of the date specified in such notice. The rights acquired or obligations incurred by the parties thereto prior to any termination shall not be affected. In the event of any termination under this Section, PMI CHENNAI shall be entitled to receive fees accrued and payable to it as of the date of termination including costs committed and incurred by PMI CHENNAI relating to the Services. Upon expiration or termination of this MoU, JSB and PMI CHENNAI will, within 30 days, return to the other, or destroy all copies of Confidential Information and will certify, in writing, delivery or destruction of all such Confidential Information and copies thereof.



- c. Either party may terminate this MoU at will by giving the other Party advance written notice of sixty (60) days of its intention to terminate the MoU.
- d. This MoU shall be automatically terminated, if either party is dissolved, wound up or goes into liquidation order is passed, or a trustee or receiver is appointed by operation of a lawful order of a court of competent jurisdiction to take over the assets of either party, or it ceases to carry on its business as described in this MoU.
- e. PMI CHENNAI reserves the right to terminate this MoU in the event it comes to the notice of PMI CHENNAI that the Content provisioned under this MoU to be delivered on PMI CHENNAI's platform has been further sub-licensed to any third party without the explicit knowledge or approval of PMI CHENNAI. Such a termination would come into effect within 30 days of the dispatch of the notice.
12. Cooperation. The Parties shall cooperate with each other by furnishing any information or performing any action reasonably requested by the other Party, which information or action is necessary to the timely and successful consummation of the transactions contemplated by this MoU.
13. Binding Nature and Assignment. This MoU shall be binding on the parties, but neither party may assign this MoU without the other party's prior written consent.
14. Force Majeure. Except for JSB's and PMI CHENNAI's payment obligation, each party will be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto, in whole or in part, as a result of an act of God, natural disaster, war, civil disturbance, change in laws, or other cause beyond its reasonable control and that it could not have prevented by reasonable precautions.
15. Notices. Notices provided for in this MoU will be in writing and will be delivered by hand, by facsimile, by overnight mail or by certified mail, return receipt requested, to the parties at the following addresses, or such other addresses either party may provide to the other party in writing:

If to PMI CHENNAI:

Attn: The President, PMI Chennai Chapter
Project Management Institute Chennai Chapter
715-A, 7th Floor, Spencer Plaza,
Suite No.1182, Mount Road,
Anna Salai, Chennai – 600 002, Tamil Nadu
E-mail: president@pmi-chennai.org ; Website: <https://www.pmichennai.org/>

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If to JSB:

Attn: The Director,
Jansons School of Business,
Karumathampatti,
Coimbatore – 641 659, Tamil Nadu
E-mail: director@jsb.ac.in ; Website: <https://www.jsb.ac.in/>

16. Severability. If any provision of this MoU is invalid or unenforceable, the MoU will be construed as if such invalid or unenforceable provision was not included, and the remainder of the MoU shall be enforced as written.
17. Waiver. No provision of this MoU will be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom enforcement of the waiver, amendment or modification is sought. Any such amendment or modification will be binding with or without tender of consideration. A waiver by either of the parties of any of the covenants, conditions or MoUs to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or MoU contained in this MoU.
18. Relationship of Parties. PMI CHENNAI is performing pursuant to this MoU only as an independent contractor. PMI CHENNAI has the sole obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed the Services, except as otherwise agreed upon by the parties. Nothing set forth in this MoU will be construed to create the relationship of principal and agent, joint venture, or partnership between JSB and PMI CHENNAI.
19. INTELLECTUAL PROPERTY. The Intellectual Property for different services or material used for Services rests solely with *the Party that owns such Intellectual Property, unless mutually agreed otherwise on case-to-case basis.* This MoU in no manner automatically transfers any Intellectual Property Rights by one Party to another. The Parties agree not to reverse engineer/ re-engineer/redevelop the PRODUCT or CONTENT during the period of this MoU. JSB further agrees to protect the rights of PMI CHENNAI over the Content provisioned by PMI CHENNAI by not altering / reformatting the Content in any manner that is not envisaged under this MoU. However, the same is applicable for any content or service created by the JSB Intellectual Property Rights would remain with the JSB for any service methodology or content created exclusively by JSB with no assistance from PMI CHENNAI.



19. Survival. Expiration or termination of this MoU for any reason will not release either party from any liabilities or obligations set forth in this MoU that (a) the parties have expressly agreed will survive any such expiration or termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
20. Entire MoU. This MoU and each Statement of Work, together with each exhibit and attachment attached hereto or thereto, constitute the entire MoU between the parties and supersedes any and all prior or contemporaneous oral and written communications, understandings or MoU s relating to the subject matter hereof.
21. Dispute Resolution. This MoU shall be subject to the laws of India. The parties expressly agree that all disputes and differences arising in connection with this MoU shall be subject to the exclusive jurisdiction of the Courts at Chennai and the parties hereby expressly submit themselves to the same.
22. Ownership. Title to and ownership of all systems, software, documentation, utilities, tools, methodologies, specifications, techniques and other materials, know-how, and hardware owned by a Party or in the possession of such Party prior to the Effective Date of this MoU and used and developed by such Party in connection with providing the Services, together with the intellectual property rights therein, shall remain with such Party.
23. Non-Solicitation. Neither party may hire or solicit the hiring of, directly or indirectly, the other party's employees during the term of this MoU and for one year after its conclusion. The parties further agree that in the event of any actual or threatened breach of the provisions of this Section, the non-breaching party shall be entitled (in addition to any and all other rights and remedies at law or in equity for damages or otherwise, which rights and remedies are and shall be cumulative) to specific performance, a temporary restraining order, or an injunction to prevent such breach or contemplated breach.
25. Publicity. During the term of this MoU, PMI CHENNAI may use JSB (with prior permission) JSB's logo on the JSB Relationships page of PMI CHENNAI's website, in PMI CHENNAI's corporate brochure, in PMI CHENNAI collaterals and in PMI CHENNAI's annual report. JSB also may use PMI CHENNAI CHAPTER'S LOGO (with prior permission) on their websites and any publicity/advertising campaign.
26. MARKETING & ADVERTISEMENTS. PMI CHENNAI may help the JSB with marketing and advertising of the product and services amongst the network and members of PMI CHENNAI, the cost of which shall be borne by the JSB based on mutual agreement prior to implementation. However, if case is of revenue sharing then the parties shall bear the cost equally.



27. INDEPENDENT CONTRACTORS. Neither Party shall for any purpose, be deemed to be an agent of the other Party and the relationship between the Parties shall only be that of independent contractors. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.
28. NEW CONCEPTS. JSB may from time to time, consider new processes, procedures, methods, or products proposed by PMI CHENNAI within the contractual period that PMI CHENNAI believes may allow JSB to increase its productivity, the quality of services it provides, reduce its costs, etc. JSB shall consider such information in good faith, treating it at all times as PMI CHENNAI's Confidential Information, and, if it finds PMI CHENNAI's proposal interesting, will engage in further discussions with PMI CHENNAI. JSB agrees that sole ownership of any such information provided by PMI CHENNAI will remain fully vested in PMI CHENNAI, will utilize it only for the consideration of the proposal with which it is connected, and will not claim any right, title, interest, or ownership in any such ideas or concepts that is provided by PMI CHENNAI subject to a clear mutual understanding in writing.
29. General. This MoU shall be executed in duplicate, each of which shall be deemed to be original.

IN WITNESS WHEREOF, each party has caused its authorized representative to put their hands and seals on these presents on the date and year first above written.


PMI CHENNAI

JSB, Coimbatore

Signature

: 

Signature

: 

Name

: Mr. Parvez Alam

Name

: Prof. Dr. A G V Narayanan

Title

: President

Title

: Director





ANNEXURE: I - Scope of Product & Services

Program ownership:

JSB shall be the owner and shall be fully responsible for the overall successful delivery of the JSB program. All the resources and services of PMI CHENNAI shall be under the guidance of the JSB team for the overall success of the program.

The scope of work would include:

1. Scope

- a. Co-teaching of PM-related curriculum.
- b. Setting up, as well as review, of complete curricula for PM courses or individual papers on PM topics for both Business and Engineering schools ("PMI co-branded Courses").
- c. Support to accreditation of PM courses, e.g., MBA and similar.
- d. Training on state-of-the-art tools and techniques related to business and Project Management by industry experts.
- e. KSS in English as well as vernacular languages.
- f. One copy of PMICC's Book on Project Management in Tamil language for students, named "*Thittamidu Vettri Thodu*", free of cost for your Library.
- g. Experts from Industry on PM topics as speakers at the Institution's events like Symposia, Technical Expos, College Days, etc.
- h. Opportunity to participate in PMICC events at Academia rates.
- i. Group Student Memberships.
- j. Opportunity to participate in selected PMI global initiatives at discounted academia prices.
- k. Volunteering opportunities in Social Good activities incl. knowledge sharing and mentoring of students on various life skills through PMICC collaboration initiatives.
- l. Any new service mutually discussed and agreed between parties.

2. Assumptions:

For each service line item (1a. through 1l.) stated above, JSB and PMI CHENNAI shall list assumptions, revenue sharing method/s and shall review them as execution progresses.



ANNEXURE: II – Program Structure

The detailed structure will be worked based on the PMI guidelines. However, to ensure good governance, there will be joint owners – one from PMI and other from JSB.

Further details left blank. To be decided on case-by-case basis for each program, based on mutual agreement.





ANNEXURE: III – Revenue Share

Revenue Share shall be mutually decided on program offering basis and shall be identified in the Statement of Work ("State of Work").

Further details left blank. To be decided on case-by-case basis for each program, based on mutual agreement.



