

# PAAVAI ENGINEERING COLLEGE

(Autonomous Institution)

(Approved by AICTE and Affiliated to Anna University)

(Accredited by National Board of Accreditation, New Delhi & NAAC (UGC) with 'A' Grade)

Paavai Nagar, NH - 7, PACHAL, NAMAkkAL - 637 018. Tamil Nadu

☎ 04286-243038, 58,88 & 98 Fax: 04286-243068 Email: pecprincipal@paavai.edu.in website: http://pec.paavai.edu.in

## COLLABORATIONS WITH OTHER INSTITUTIONS

This is to certify that the following collaborations with other Institutions are done to focus on

- Faculty and Student Exchange programmes
- Innovation oriented and partnership programs
- Joint research and development projects
- Exchange of academic information and materials
- Conduct of lectures and Conferences
- Short term training programmes
- Internship and Training
- BEC and IELTS Examinations
- Industrial visits, Inplant training
- Value Added courses
- Seminar and Guest lectures



**IQAC Coordinator**

IQAC Coordinator  
PAAVAI ENGINEERING COLLEGE (AUTONOMOUS)  
NH-44, PACHAL, NAMAkkAL.



**PRINCIPAL**

PRINCIPAL  
PAAVAI ENGINEERING COLLEGE  
NH-7, PACHAL Post, NAMAkkAL Dist

**PAAVAI ENGINEERING COLLEGE  
(AUTONOMOUS)**

**PACHAL, NAMAKKAL**

**COLLABORATION WITH OTHER INSTITUTIONS-MOU**

S.No	Name of the Collaborative Institution	Activities
1.	New Horizon College of Engineering-Margdarshan Scheme	Faculty Exchange and Student Exchange, collaborative research project, lectures and conference
2.	Southern Taiwan University of Science and Technology	Faculty Exchange and Student Exchange, collaborative research project, lectures and conference
3.	Asia University, Taiwan	Faculty Exchange and Student Exchange, collaborative research project, lectures and conference
4.	Yuan Ze University	Faculty Exchange and Student Exchange, collaborative research project, lectures and conference
5.	British Council, London	Training and Conducting BE and IELTS Examinations

  
**IQAC COORDINATOR**

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NH-44, PACHAL, NAMAKKAL.

  
**PRINCIPAL**

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PAAVAI ENGINEERING COLLEGE  
NH-44, PACHAL, NAMAKKAL.



Inauguration of  
**All India Council for Technical Education (AICTE)**  
Ministry of Human Resource and Development (MHRD), Government of India

*Sponsored*  
**Share and Mentor Institutions Scheme**  
**MARGDARSHAN**

22 November 2019 at 10.30 AM at Conference Room, New Horizon College of Engineering, Bangalore, INDIA

*Mentor Institution*



# Certificate of Award

*Guest of Honour*

**Prof. Dileep Malkhede**

Advisor-I, AICTE, RIFD Bureau, New Delhi

**Padmashri Prof. R.M. Vasagam**

Eminent Scientist, ISRO Former VC, Anna University

*Presented to Mentee Institution*

**Paavai Engineering College**

Pachal-637 018, Namakkal Dist, TN

**Dr. MANJUNATHA**  
Principal

**Prof. R.M. VASAGAM**  
Advisory Committee Chairman, NHCE

**Dr. K. GOPALAKRISHNAN**  
Dean (R&D) & Chief Coordinator, Margdarshan @ NHCE





**Memorandum of Understanding (MoU)**  
**between**  
**Asia University, Taiwan**  
**and**  
**Paavai Educational Institutions, India**



Asia University, Taiwan, and Paavai Educational Institutions, India, recognizing the benefits to their respective universities from the establishment of institutional links, conclude this Agreement.

1. The purpose of this MoU is to develop academic and educational cooperation and promote mutual understanding between the two universities;
2. Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity;
  - Exchange of faculty, researchers and other research and administrative staff;
  - Exchange of students;
  - Establishment of dual (double) degree programs;
  - Conduct of collaborative research projects;
  - Conduct of lectures and conferences;
  - Exchange of academic information and materials; and,
  - Promotion of other academic cooperation as mutually agreed.
3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the faculties, schools or institutes which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
4. It is understood that the implementation of any of the types of cooperation stated in clause 2 may be restricted depending upon the availability of resources and financial support at the universities concerned.
5. Should any collaborative research activity under this Agreement result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines, and then implemented in each university.
6. This Agreement may be amended or modified by a written agreement signed by the representatives of both universities.



7. In the event of any unforeseen incident during collaborative activities in either country, both universities agree to negotiate a mutually acceptable solution. As far as practicable these solutions shall be incorporated in the specific agreements mentioned in clause 3.
8. This Agreement is valid for a period of five (5) years from the date of signing by the representatives of both universities. This Agreement shall be renewed after being reviewed and renegotiated by both universities.
9. This Agreement may, at any time during its period of validity, be terminated by one of the universities, upon prior notice to the other in writing no later than six months before the termination date.
10. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the universities shall endeavor to exercise best efforts to negotiate their differences. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation.

**Paavai Educational Institutions**

By:




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**Shri. N. V. Natarajan, FCA**  
President & Founder Chairman

Date: 25 March 2019

**Asia University, Taiwan.**

By:



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**Prof. Jeffrey J.P. Tsai**  
President

Date: 25 March 2019



**Letter of Intent (LOI)**  
**between**  
**Southern Taiwan University of**  
**Science and Technology**  
**and**  
**Paavai Educational Institutions, India**



The purpose of this LOI is to provide an avenue for establishment of MoU in due course, through proper channel of president.

Southern Taiwan University of Science and Technology (STUST), Taiwan, and Paavai Educational Institutions, India recognizing the benefits to their respective universities from the establishment of institutional links, conclude this Agreement.

1. The purpose of this Agreement is to develop academic and educational cooperation and promote mutual understanding between the two universities;
2. Both universities agree to develop the following collaborative activities in academic areas of mutual interest, on the basis of equality and reciprocity;
  - a. Exchange of faculty, researchers and other research and administrative staff;
  - b. Exchange of students;
  - c. Conduct of collaborative research projects;
  - d. Conduct of lectures and conferences;
  - e. Exchange of academic information and materials; and,
  - f. Promotion of other academic cooperation as mutually agreed.
3. The development and implementation of specific activities based on this Agreement will be separately negotiated and agreed upon between the faculties, schools or institutes which carry out the specific projects. Both universities agree to carry out these activities in accordance with the laws and regulations of the respective countries after full consultation and approval.
4. It is understood that the implementation of any of the types of cooperation stated in clause 2 may be restricted depending upon the availability of resources and financial support at the universities concerned.
5. Should any collaborative research activity under this Agreement result in any potential for intellectual property, both universities shall seek an equitable and fair understanding as to the ownership and other property interests that may arise. This understanding shall be based on the laws, rules and guidelines, and then implemented in each university.
6. This Agreement may be amended or modified by a written agreement signed by the representatives of both universities.

7. In the event of any unforeseen incident during collaborative activities in either country, both universities agree to negotiate a mutually acceptable solution. As far as practicable these solutions shall be incorporated in the specific agreements mentioned in clause 3.
8. This Agreement is valid for a period of five (5) years from the date of signing by the representatives of both universities. This Agreement shall be renewed after being reviewed and renegotiated by both universities.
9. This Agreement may, at any time during its period of validity, be terminated by one of the universities, upon prior notice to the other in writing no later than six months before the termination date.
10. Should any disagreement arise out of the application, interpretation or implementation of this Agreement, the universities shall endeavor to exercise best efforts to negotiate their differences. Alternative methods of dispute resolution shall be exhausted before resorting to court litigation.

**Paavai Educational Institutions**

By:



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**Shri. N. V. Natarajan, FCA**  
President & Founder Chairman

Date: 26 February 2019

**Southern Taiwan University of  
Science and Technology**

By:



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**Prof. Aaron Raymond See,**  
Assistant Professor and Director  
of Student Affairs, Office of  
International Affairs, STUST.

Date: 26 February 2019





MEMORANDUM OF UNDERSTANDING  
FOR  
EDUCATIONAL COOPERATION  
BETWEEN  
YUAN ZE UNIVERSITY  
AND  
PAAVAI EDUCATIONAL INSTITUTIONS



In order to promote international educational cooperation and educational exchanges, Yuan Ze University and Paavai Educational Institutions join in the following agreement on educational cooperation.

Both universities will endeavor to cooperate in joint educational programs and research projects. To the extent feasible, both universities will encourage direct contact and cooperation between their faculty members, departments, and research institutes under provisions of this agreement.

Within fields that are mutually acceptable, the following general forms of cooperation will be pursued:

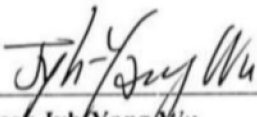
1. Collaboration of faculty and staff for research, lectures, discussions and other academic pursuits.
2. Reciprocal exchange of undergraduate or graduate students for study and research.
3. Exchange of published information.
4. Collaborative educational or training programs.

Arrangements for specific visits, dual degree programs, and other forms of cooperation will be developed jointly and will be agreed upon for each specific case. No monetary consideration will be exchanged between the institutions. Both parties understand all financial arrangements will have to be negotiated and will depend on the availability of funds.

This agreement will become valid upon signed by the appropriate officials of the two institutions. This agreement shall remain in effect until one party notifies the other of its intention to terminate this agreement in writing at least ninety (90) days before the end of the academic year.

IN WITNESS WHEREFORE, this document has been executed on April 15, 2019.

Yuan Ze University

By:   
Professor Jyh-Yang Wu  
President  
Yuan Ze University  
135 Yuan-Tung Road,  
Chung-Li District, Taoyuan  
Taiwan, R.O.C.

Paavai Educational Institutions

By:   
Shri. N. V. Natarajan, FCA  
President & Founder Chairman  
Paavai Educational Institutions  
NH-44, Pachal  
Namakkal – 637 018  
Tamilnadu, India



**AGREEMENT REGARDING STUDENT EXCHANGE PROGRAMS  
BETWEEN  
YUAN ZE UNIVERSITY  
AND  
PAAVAI EDUCATIONAL INSTITUTIONS**



This Agreement is made as of April 15, 2019 between Yuan Ze University, Taoyuan, Taiwan, R.O.C., (hereinafter "YZU") and Paavai Educational Institutions (hereinafter "PEI") pursuant to the Cooperation Agreement executed between the two universities. The purpose of this Agreement is to establish the terms and conditions under which the exchange of students between YZU and PEI shall take place.

Both parties hereby agree that:

**1. Program Management**

The student exchange program shall be available to students of both universities and shall be administered by YZU and PEI respectively via the Global Affairs Office of YZU and Administrative Office of PEI.

**2. Exchange Student Numbers and Balance**

Both universities may send qualified full time undergraduate and/or graduate students to exchange. Up to 2 semester - persons are accepted annually. Special permission is given by mutual agreement between the two institutions.

**3. Exchange Period**

The normal period of exchange for each exchange student shall be one (1) or two (2) consecutive semesters with the consent of both universities.

**4. Admission Requirements**

Exchange candidates must have completed at least one (1) academic year of study at the home university prior to the exchange period, with an overall GPA of 2.8 or higher out of a 4.0 grade scale. Each party will notify the other as quickly as possible if any changes are made to student exchange admission requirements. While it is understood that exchange candidates nominated by the home university will normally be accepted by the host university, the host university reserves the right to review the applications of nominees and make final decisions concerning their admission.

**5. Language Requirements**

Nominees must obtain a TOEFL score of 500 or its equivalent, and present proof of the score when applying. Each party will notify the other as quickly as possible if any changes are made to language requirements.

**6. Application Documents**

The home university will forward the appropriate application documents to the host university, and the host university will inform the home university of its final admission decision within thirty (30) days after the application deadline.

**7. Visa**

The host university will issue appropriate documents to accepted students for visa purposes in accordance with their respective applicable laws and regulations. It is the responsibility of the individual exchange student to obtain a visa in a timely manner.

## **8. Courses**

Exchange students will be able to take courses regularly offered at the host university and will have all the rights and privileges enjoyed by other students at that university.

## **9. Credit Transfer**

Any academic credit received during the course of the program may be transferred to the home university in accordance with the appropriate regulations of the home university. The host university will inform the home university of exchange students' grade information in a timely manner upon the request of the exchange student or the home university.

## **10. Tuition and Fees**

Exchange students will pay normal tuition and fees to their home university in accordance with the policies of that university. The host university will not charge the home university or the exchange students for application, admission fees and tuition.

## **11. Miscellaneous Fees**

Exchange students will be responsible for making their international travel arrangements and shall bear all associated costs, including but not limited to room, board, study materials, local transportation, student health insurance and medical care, personal expenses, and passport/visa application fees. Regarding payment of these expenses, the home university, together with the host university, shall assume responsibility for providing guidance and dealing with situations that may arise so as not to cause undue inconvenience to third parties when exchange students fall into arrears.

## **12. Liability**

During their time at the host university, exchange students will be individually liable for any and all incidents, accidents and damage to third parties resulting from the students' actions where these actions occur in situations beyond the control of the Host University and home university. Both parties will not hold each other liable for such incidents.

## **13. Insurance**

It is mandatory for exchange students from both institutes to purchase overseas travel and health insurance before departure.

## **14. Accommodation**

The host university will make every effort to find suitable accommodation for exchange students. The cost of the accommodation shall be borne by the individual exchange student.

## **15. Student Support**

The host university will make every effort to facilitate integration of exchange students into the student life of the host university. The host university will strive to protect the privacy of the student as well as their personal safety in addition to offering orientation sessions and a sufficient support network for everyday life.

## **16. Emergency Procedures**

Both the host university and the home university shall provide the other with emergency contact information and will be responsible for carrying out emergency notification in the event of student illness, injury, or other emergencies.



### **17. Appropriate Use of Personal Information**

When obtaining personal information from the exchange student, it is necessary for both the host university and the home university to inform the student ahead of time of the purposes for its use and to keep its use to a minimum. Personal information must be managed carefully to prevent its spread to a third party or use for purposes unauthorized by the exchange student.

### **18. Rules and Regulations**

Exchange students shall be subject to the rules and regulations of the host university. Each university reserves the right to dismiss any exchange student at any time for conduct in violation of their established rules and regulations. However, the dismissal of an exchange student shall not adversely affect the agreement and the arrangements regarding other exchange students.

### **19. Length of Stay**

Upon completion of the program at the host university, exchange students are required to return to the home university. No extension of stay will be authorized unless otherwise specifically agreed upon by both universities.

### **20. Negotiations**

Both parties will strive to resolve any misunderstandings out of or in relation to this agreement that arise in a sincere and respectful manner.

### **21. Agreement Period**

This Agreement shall remain in effect from the date of execution for an initial period of five (5) years. Unless either party notifies the other in writing to terminate the Agreement at least six (6) months prior to the date of expiration, the Agreement will be automatically renewed and extended for another five (5) years from the date of expiration. In the case of termination, both universities shall make necessary arrangements to ensure the appropriate completion of ongoing exchanges. This Agreement may be amended by mutual written consent the two of universities through consultation.

The parties hereto have caused this Agreement written in English to be executed in duplicate by their duly authorized representatives as of the date first above written, with each party retaining one original. Each copy is of the same validity and each is recognized as official.



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**Prof. Jyh-Yang Wu**  
President  
Yuan Ze University  
135 Yuan-Tung Road,  
Chung-Li District, Taoyuan,  
Taiwan, R.O.C.



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**Shri. N. V. Natarajan, FCA**  
President & Founder Chairman  
Paavai Educational Institutions  
NH-44, Pachal  
Namakkal – 637 018  
Tamilnadu, India

## REGISTRATION CENTRE CONTRACT

**This Contract** is made on the date of signature by the Registration Centre and is between the British Council, incorporated by Royal Charter and registered as a charity (under number 209131 in England & Wales and number SC037733 in Scotland), with its principal office at 10 Spring Gardens, London SW 1A 2BN (the '**British Council**') and the registration center identified on page 15 of this Contract (the '**Registration Centre**'), for the provision of registration of Candidates.

The Annexes attached form an integral part of this Contract and are hereby incorporated into this Contract.

### 1 **Definitions**

1.1 In this Contract the following definitions apply:

**'British Council Entities'** means the subsidiary companies and other organisations Controlled by the British Council from time to time, and any organisation which Controls the British Council (the '**Controlling Entity**') as well as any other organisations Controlled by the Controlling Entity from time to time.

**'British Council Exams Administrator'** means BC Examinations and English Services India Private Limited (Corporate Identification Number: U80301HR2006PTC057821) having as its Registered Office address 6th Floor, One Horizon Centre, Golf Course Road, Gurgaon, Haryana, being a wholly owned subsidiary of the British Council, which provides exam support services locally to the British Council including administering IELTS test centers in India.

**'Candidate'** means an individual registered by the Registration Centre for an IELTS test offered by the British Council in India, and references to '**Candidates**' shall be construed accordingly.

**'Candidate Data'** means information recorded in any form from which an individual Candidate can be identified, which may include, without limitation, contact details, other personal information, photographs, expressions of opinion about the Candidate).

**'Commencement Date'** means **1 April 2020**

**'Control'** means the ability to direct the affairs of another party whether by virtue of the ownership of shares, contract or otherwise (and '**Controlled**' shall be construed accordingly).

**'IELTS'** means the International English Language Testing System jointly owned by the British Council, IDP Education Pty Ltd (trading as IDP: IELTS Australia) and the Chancellor, Masters and Scholars of the University of Cambridge acting through its department Cambridge English Language Assessment.

**'Log-in Details'** means the details supplied by the British Council to the Registration Centre to allow it access to its User Account.

**'Long Stop Date'** means 31 March 2021

**'ORS'** means the online registration system owned and made available by the British Council to the Registration Centre for the registration of Candidates for IELTS tests.

**'ORS Terms and Conditions'** means the all terms and conditions publicised to users of the ORS as part of the IELTS test registration process, including without limitation the IELTS application declaration and disclaimer, the British Council privacy policy, the payment terms for IELTS and the IELTS refund and transfer policy.

**'Paying Agent'** means any British Council subsidiary entity which the British Council may from time to time appoint as its agent to disburse payments on its behalf in India.

**'Services'** means the services to be provided by the Registration Centre under this Contract as set out in Annex A.

**'User Account'** means the individual account by which the Registration Centre has access to the ORS to complete the registration of Candidates.

1.2 In this Contract:

1.2.1 without prejudice to clause 1.2.2, except where the context requires otherwise, references to:

- (i) services being provided to, or other activities being provided for, the British Council;
- (ii) any benefits, warranties, indemnities, rights and/or licences granted or provided to the British Council; and
- (iii) the business, operations, customers, assets, intellectual property rights, agreements or other property of the British Council,

shall be deemed to be references to such services, activities, benefits, warranties, indemnities, rights and/or licences being provided to, or property belonging to, each of the British Council and the British Council Entities and this Contract is intended to be enforceable by each of the British Council Entities; and

1.2.2 obligations of the British Council shall not be interpreted as obligations of any of the British Council Entities.

## **2 Contract for Services**

2.1 This Contract and its Annexes are to be read as one document which together constitute the agreement that the British Council has with the Registration Centre.



This Contract supersedes any previous agreement the Registration Centre may have had with the British Council in respect of the Services (the "**Previous Agreement**").

- 2.2 The parties agree that any such Previous Agreement is hereby terminated with effect from the effective date of this Contract but acknowledge and agree that such termination shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

### **3 Duration**

- 3.1 This Contract will take effect from the Commencement Date and:
- 3.1.1 unless it is prematurely terminated in accordance with the provisions of clause 11 below; and
  - 3.1.2 provided that the Registration Centre successfully maintains its status as an accredited IELTS registration centre through adhering to the terms set out in this Contract,
- this Contract will run until the Long Stop Date, when it shall terminate automatically without notice.

### **4 Materials and Equipment**

- 4.1 The Registration Centre is responsible for providing all equipment and materials necessary for the performance of Services. The Registration Centre shall ensure that all materials provided will be of an appropriate standard and suitable for their purpose.

### **5 Interference**

- 5.1 The Registration Centre shall take reasonable care to ensure that, in the fulfillment of its obligations under this Contract, it does not unnecessarily interfere with the operations of the British Council, the British Council Exams Administrator, its employees or any other registration centre(s) engaged by the British Council.

### **6 Skill and Care**

- 6.1 The Registration Centre undertakes to use all reasonable skill, care and diligence in the provision of the Services.

### **7 Use of the ORS**

- 7.1 Subject to the terms of this Contract, the British Council hereby grants to the Registration Centre a non-exclusive, non-transferable, revocable, royalty-free licence to access and use the ORS solely for the registration of Candidates.
- 7.2 The British Council, assisted by the British Council Exams Administrator, will provide the Registration Centre with a User Account, and relevant Log-in Details, to access and use the ORS.
- 7.3 The Registration Centre shall keep all the Log-in Details confidential and not disclose them to any other person or party. The Registration Centre shall notify the British Council promptly if any Log-in Details are disclosed to any person or party other the Registration Centre and/or if it becomes aware of anything that may compromise the security and/or operation of the Log-in Details, User Accounts and/or the ORS.

- 7.4 The Registration Centre shall be responsible for all activities carried out by any person who accesses or otherwise uses the User Account regardless of whether such activities are undertaken by the Registration Centre or any third party.
- 7.5 The Registration Centre undertakes notto:
- 7.5.1 use the ORS for any illegal purpose or any purpose other than that for which it is intended;
  - 7.5.2 copy, record, edit, alter or translate any part of the ORS for any purpose;
  - 7.5.3 reverse engineer, disassemble or otherwise attempt to derive source code for the ORS, in whole or in part, except to the extent expressly permitted bylaw;
  - 7.5.4 grant access to its User Account or Candidate Data to any third parties;
  - 7.5.5 remove, tamper with or circumvent the Log-in Details or any licence keys relating to the ORS provided by the British Council, or use the Log-in Details or any licence keys provided by the British Council to change, modify, delete, interfere with or misuse any files or other data created, owned or provided by the British Council or any third party contained within, or provided as part of the ORS;
  - 7.5.6 interfere with or disrupt the proper operation of the ORS including, but not limited to, knowingly or negligently transmitting files that may interrupt, damage, destroy or limit the functionality of any computer software, hardware, systems or networks including corrupted files or files that contain viruses, Trojans, worms, spyware or other malicious content; and/or
  - 7.5.7 upload onto the ORS any content or data other than Candidate Data and any data specifically requested by the British Council.
- 7.6 In order to access and use the ORS, the Registration Centre must be connected to the internet. The Registration Centre shall be responsible for procuring all hardware, software and telecommunications necessary to use the ORS and the Registration Centre shall be responsible for paying all related charges, including the fees of internet service providers.
- 7.7 The Registration Centre shall ensure that each Candidate understands and agrees to the ORS Terms and Conditions before their registration for the relevant IELTS test is submitted.

## **8 Payment and Invoicing**

- 8.1 In consideration of its provision of the Services, the British Council will arrange to pay fees to the Registration Centre as outlined in the payment policy attached at Annex B. These fees are inclusive of any taxes, levies, charges etc. which may be payable thereon. The British Council reserves the right to review these fees from time to time.
- 8.2 The Registration Centre undertakes not to make any claims against the British Council regarding any additional costs, expenses or extensions beyond those specifically agreed.

- 8.3 The Registration Centre undertakes not to make any claims for administrative fees if a Candidate cancels their IELTS test registration as permitted by the ORS Terms and Conditions.
- 8.4 The British Council will arrange to pay all undisputed fees to the Registration Centre within 30 days from the end of the quarter for which registrations have been made on ORS in accordance with this Contract.
- 8.5 The British Council shall not pay any amount over and above the fees specified under clause 8.1 notwithstanding the increase in prices of the material, labour, taxes, levies, currency rate etc.

## **9 Liability, Indemnity and Insurance**

- 9.1 The Registration Centre hereby undertakes and agrees to indemnify and keep and hold the British Council indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of:
- 9.1.1 any acts, omissions, negligence, fraud or misrepresentation, breach of terms and conditions or fault of the Registration Centre, its employees, sub- contractors or any of them; and
- 9.1.2 any liability for any loss or injury (including death) or damage whatsoever caused or suffered by the Registration Centre, its employees, sub- contractors or agents arising out of or in connection with this Contract.
- 9.2 The Registration Centre is also responsible for arranging and bearing the cost of any other insurance which is considered necessary in connection with this Contract; this includes insurance to safeguard interests of the British Council against any third-party claims.
- 9.3 It is the intention of the parties to this Contract that it represents a contract for services. Accordingly, any fees paid under this Contract are the Registration Centre's business income; the Registration Centre will be responsible for including such fees in the accounts of its business and for paying any tax that may be due thereon, if appropriate.
- 9.4 The Registration Centre is an independent organisation and this Contract is not meant to create, nor shall it be deemed to create any type of employer-employee relationship, partnership or joint venture relationship.

## **10 Copyright, Confidentiality and Personal Data**

- 10.1 The Registration Centre will acquire no interest in the British Council's or IELTS' trade/brand name by virtue of this Contract, or its affiliation with the British Council and the other IELTS test partners. During the term of this Contract, the Registration Centre may indicate, with the prior written approval of the British Council, to the public that the Registration Centre is an:
- "IELTS Registration Centre for the British Council"; or



"Member of the British Council IELTS Partnership Programme"

Any change in either of the above-mentioned strap lines must be pre-approved by the British Council in writing. The Registration Centre undertakes that it shall not make any unauthorised use or reference to the British Council's or IELTS' trade name, brand name or logo. Any unauthorised use of the British Council's or IELTS' trade name, brand name or logo shall be deemed as unlawful and the British Council shall

be entitled to take legal action against the Registration Centre upon its own discretion to prevent and deal with such unauthorised use of the British Council's or IELTS' trade name, brand name or logo. Further, the Registration Centre shall be liable to bear the costs in regard to any damages caused by such unauthorised use of the British Council's or IELTS' trade name, brand name or logo.

- 10.2 The Registration Centre shall not use, or permit any other party to use, the British Council's or IELTS' trade name, brand name or logo in any way without the prior written agreement of the British Council. The use of the British Council's or IELTS' trade name, brand name or logo shall not be made, displayed or advertised on any business cards, letterheads and personal websites, business websites and social media by the Registration Centre.
- 10.3 The Registration Centre shall report all infringement or illegal uses of any trade mark and/or name of the British Council of which the Registration Centre becomes aware, shall assist the British Council in obtaining protection of such items where reasonably requested by the British Council, and acknowledges that only the British Council shall have the right to bring any action against such infringement.
- 10.4 The Registration Centre hereby undertakes that it will not at any time divulge any information in relation to the British Council or its business, method of carrying on business or any other confidential information (the "**Confidential Information**") which is acquired in any way by the Registration Centre during the course of its dealings with the British Council.
- 10.5 The Registration Centre shall not disclose to any third party any Confidential Information (other than in the proper performance of the Services), without the prior written agreement of the British Council. This obligation shall survive the termination or expiry of this Contract.
- 10.6 All reports, papers and other materials produced by the Registration Centre in the performance of the Services shall belong to the British Council and the Registration Centre hereby assigns to the British Council the copyright and all other intellectual property rights in such reports, papers and other materials.
- 10.7 In order to perform the Services under this Contract the Registration Centre will collect or receive, on the British Council's behalf, Candidate Data. In relation to such Candidate Data the Registration Centre shall:
  - 10.7.1 use the Candidate Data only for the purpose of performing the Services under this Contract and in accordance with the British Council's instructions;
  - 10.7.2 take reasonable measures, having regard to cost and probable consequences to the individual, to protect the Candidate Data from unauthorised use or disclosure

and from accidental loss, destruction or damage;

- 10.7.3 not subcontract the processing of the Candidate Data without the prior written consent of the British Council;
  - 10.7.4 not disclose any of the Candidate Data to any third party (other than the British Council Exams Administrator) except for the purposes of this Contract or to comply with a court order or statutory duty on the Registration Centre; and
  - 10.7.5 immediately notify the British Council or the British Council Exams Administrator if it receives a complaint or access request by any individual in respect of his or her Candidate Data.
- 10.8 Furthermore, the Registration Centre undertakes that:
- 10.8.1 the Registration Centre shall inform each Candidate that its Candidate Data will be shared with the British Council under the ORS Terms and Conditions;
  - 10.8.2 the Registration Centre shall obtain the appropriate consent of the Candidate to share its Candidate Data with the British Council.
- 10.9 In the event that, during online registration, the Registration Centre submits its own email identification details into the ORS on behalf the Candidate, the Registration Centre warrants that it has obtained the consent of the Candidate and has the right to do so.
- 10.10 The Registration Centre shall, in performing its obligations under this Contract, comply in all respects with the Information Technology Act, 2000 and any other amendments thereto (applicable in the Republic of India) and Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (applicable in the Republic of India) (or any equivalent legislation in any applicable jurisdiction) and with the requirements of this Clause 10.

## **11 Termination**

- 11.1 If for any reason either party wishes to terminate this Contract prematurely it may do so by giving not less than one month's written notice. In the event of any breach of contract, the British Council can terminate the Contract with immediate effect by giving written notice to the Registration Centre.

- 11.2 Upon termination, payments due to the Registration Centre under this Contract will be made for Services rendered to the British Council's satisfaction up to the date of termination. No other payments will be made.
- 11.3 At the expiration or termination of this Contract the Registration Centre shall immediately discontinue the use of the strap lines "IELTS Registration Centre for the British Council" and "Member of the British Council IELTS Partnership Programme" and desist from implying through any other means that it is still an accredited IELTS registration centre.

## 12 **Variation**

- 12.1 This Contract may be varied by advance agreement in writing between the parties.

## 13 **Force Majeure**

- 13.1 Subject to clauses 13.2 and 13.3, neither party shall be in breach of this Contract if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control (a "**Force Majeure Event**") including (insofar as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, volcanic ash, earthquake, explosion, terrorist act, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.
- 13.2 A party that is subject to a Force Majeure Event shall not be in breach of this Contract provided that:
- 13.2.1 it promptly notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
  - 13.2.2 it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
  - 13.2.3 it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
- 13.3 Nothing in this clause 13 shall excuse a party for non-performance (or other breach) of this Contract if such non-performance (or other breach) results from the acts or omissions of any of that party's consultants and/or sub-contractors (except where such acts or omissions are caused by any of the circumstances specifically listed in clause 13.1).

**14 Disputes and Governing Law**

- 14.1 Subject to clause 14.6, any dispute arising out of or in connection with this Contract (including, without limitation, any question regarding its existence, validity or termination, and any non-contractual dispute or claim) shall be referred to and finally resolved by arbitration under the LCIA Arbitration Rules, which Rules are deemed to be incorporated by reference into this Contract.
- 14.2 The number of arbitrators shall be one.
- 14.3 The seat, or legal place, of arbitration shall be London, in the United Kingdom.
- 14.4 The language to be used in the arbitral proceedings shall be English.
- 14.5 The governing law of the Contract shall be the substantive law of England and Wales.
- 14.6 In the event that any claim or dispute arises out of or in connection with this Contract, the parties shall, following service of written notice by one party on the other, attempt to resolve amicably by way of good faith negotiations and discussions any such dispute or claim as soon as reasonably practicable (and in any event within 14 calendar days after such notice or by such later date as the parties may otherwise agree in writing). If the parties are unable to resolve the dispute or claim in accordance with this clause 14.6, either party may commence arbitral proceedings in accordance with clause 14.1.
- 14.7 Nothing in this clause 14 shall prevent either party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other party's obligations of confidentiality contained in this Contract or infringement, or threatened infringement, of the applicant's intellectual property rights.

**15 Statutory and Other Regulations**

- 15.1 The Registration Centre will, in all matters arising in the performance of the Contract or its subject matter, conform with all statutes, laws, orders, regulations and bye-laws made with statutory authority by government departments or by local or other authorities that will be applicable to the Contract. The Registration Centre will also observe through its staff and work any rules applicable to the premises used by the Registration Centre for the performance of the Services. If the Registration Centre does not fulfil its obligations under this clause 15.1 and the British Council thereby incurs costs to which it would not otherwise be liable due to any law or any order, regulation or bye-law having the force of the law, the amount of such costs shall be reimbursed by the Registration Centre to the British Council.

**16 Ownership and Rights**

- 16.1 Application forms, bank instruments, Candidate photographs or any other kind of documentation submitted by the Candidate for the purpose of their IELTS test registration ("**Registration Documents**") will be the property of the British Council



and Registration Centre shall ensure that the Registration Documents are handed over to the British Council safely.

#### **17 Assignment and Sub-Contracting**

- 17.1 Except as otherwise provided under this Contract, neither party shall assign, transfer, charge, create a trust in, or deal in any other manner with, any of its obligations under this Contract without the prior written consent of the other party, which shall not be unreasonably withheld.
- 17.2 The Registration Centre shall not, without the prior written consent of the British Council, which shall not be unreasonably withheld, sub-contract the provision of any material part of the Services or for the fulfilment of any part of its obligations under the Contract.
- 17.3 Notwithstanding any sub-contracting permitted under clause 17.2, the Registration Centre shall remain wholly liable and responsible for all acts and omissions (howsoever arising) of its sub-contractors in the performance of the Services.
- 17.4 Where the Registration Centre enters into a Sub-Contract, the Registration Centre shall:
- 17.4.1 pay any valid invoice received from its subcontractor within 30 days following receipt of the relevant invoice payable under the Sub-Contract; and
  - 17.4.2 include in that Sub-Contract a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 17.4.1 of this Contract.
- 17.5 In clause 17.4, "**Sub-Contract**" means a contract between two or more suppliers, at any stage of remoteness from the British Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

#### **18 Anti-Corruption**

- 18.1 The Registration Centre undertakes and warrants that it has not offered, given or agreed to give (and that it will not offer, give or agree to give) to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do anything in relation to the obtaining of this Contract or the performance by the Registration Centre of its obligations under this Contract.
- 18.2 The Registration Centre warrants that it has in place, and undertakes that it will comply with, policies and procedures to avoid the risk of bribery and corruption within its organisation and in connection with its dealings with third parties in any matter pertaining to this Contract, including the obtaining of this Contract and the performance by the Registration Centre of its obligations hereunder. For the purposes of this Contract, "**bribery**" means offering, promising or giving a financial or other advantage to another person:

- 18.2.1 intended to induce someone to perform any function or activity improperly;  
or
  - 18.2.2 to reward someone for the improper performance of any function or activity; or
  - 18.2.3 knowing or believing that accepting the relevant advantage would itself constitute the improper performance of a function or activity.
- 18.3 The Registration Centre warrants that it has not colluded and undertakes that it will not at any time collude, with any third party in any way in connection with this Contract. Nothing under this clause 18.3 is intended to prevent the Registration Centre from discussing the terms of this Contract with the Registration Centre's advisors.

**19 Equal Opportunity and Diversity**

- 19.1 Without limiting the generality of any other provision of this Contract, the Registration Centre must not unlawfully discriminate and is expected to take all reasonable steps to ensure that their personnel do not unlawfully discriminate against, or harass or victimise any person (directly or indirectly) on the grounds of their:
- 19.1.1 race or racial groups (including caste, colour, nationality, ethnic or national origin);
  - 19.1.2 sex (including marital status, gender reassignments, pregnancy, maternity and paternity);
  - 19.1.3 sexual orientation;
  - 19.1.4 religion or belief;
  - 19.1.5 age; or
  - 19.1.6 disability.
- 19.2 The British Council and the Registration Centre shall each demonstrate a commitment to:
- 19.2.1 understanding, valuing and working with diversity to enable fair and full participation in our work;
  - 19.2.2 ensuring that there is no unjustified discrimination in their recruitment, selection and other processes;
  - 19.2.3 ensuring action that promotes equality of opportunity, including conducting equality screening and impact assessments of policies and functions and progressing diversity action plans;

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1	03.04.2021	Webinar	Mr. R.Rajkumar. Assistant Professor, Department Computer Science and Engineering, SRM Institute of Science and Technology, Chennai	Innovations in Engineering	<a href="https://pec.paavai.edu.in/paavai_events/webinar-by-it-department-on-03-04-2021/">https://pec.paavai.edu.in/paavai_events/webinar-by-it-department-on-03-04-2021/</a>
2	18.03.2021	Webinar	Miss.Anusiya Marimuthu, student, pursuing MS in Electrical Engineering, Researching in Optics (Geron Technology), Yuan	Career Opportunities for Higher Studies in Abroad	<a href="https://pec.paavai.edu.in/paavai_events/alumni-guest-series-by-ece-department-on-17-03-2021/">https://pec.paavai.edu.in/paavai_events/alumni-guest-series-by-ece-department-on-17-03-2021/</a>



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3	10.10.2020	Webinar	Dr.D.Rukmani Devi, Professor,ECE, R.M.D Engineering College	Industrial Applications of Embedded Systems	<a href="https://pec.paavai.edu.in/paavai_events/_guest-lecture-by-ece-department-on-10-10-2020/">https://pec.paavai.edu.in/paavai_events/_guest-lecture-by-ece-department-on-10-10-2020/</a>
4	18.07.2020	Webinar	Dr.A.Kalaivani, Associate Professor,CSE Saveetha School of Engineering,Chennai & Dr.VishaldattKohir , Professor, Mechanical Engineering, KBN University, Bangalore.	Online Teaching Techniques and Tools	<a href="https://pec.paavai.edu.in/paavai_events/_department-of-ece-webinar-held-on-18-07-2020/5">https://pec.paavai.edu.in/paavai_events/_department-of-ece-webinar-held-on-18-07-2020/5</a>
5	15.07.2020	Webinar	Dr.Swagata Sarkar , Professor & Head , Department of Artificial Intelligence, Sri Sairam Engineering College, Chennai	Recent trends in Microstrip Antenna Technology	<a href="https://pec.paavai.edu.in/paavai_events/_department-of-ece-webinar-held-on-15-07-2020/">https://pec.paavai.edu.in/paavai_events/_department-of-ece-webinar-held-on-15-07-2020/</a>