



RIPE CONSULTING SERVICES PVT LTD
12686
- 7 NOV 2019

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S. SARASWATHI
STAMP VENDOR
L.C. No: 9228/26/45 DT. 16-4-1986
ADYAR, CHENNAI-600 020.
Cell: 9175650088

MOU

(Memorandum of Understanding)

This Memorandum of Understanding (The "MOU") is made at Chennai, Tamilnadu, India on

November 12, 2019 (The "Effective Date") by and between

RIPE Consulting Services Pvt. Ltd. (CIN-U72300TN1997PTC039181), a company incorporated under the provisions of the Indian Companies Act, 1956, represented by its authorized signatory **Dr. K. Lakshmi, Managing Director** having its registered office at No.48, Natwest Vijay Apartments, Block No. IV, Velachery-Tambaram Main Road, Pallikarandai, Chennai - 600100, India, hereinafter referred to as "RIPE" (which expression unless repugnant to the context or meaning thereof shall mean and include its successors, administrators and permitted assigns)

J.N.N Group of Institutions, an Educational Institution with more than 10+ years of excellence in the field of education now running various courses and represented by its authorized signatory



Dr. K. Lakshmi

Dr. A.V. Mayakkannan

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102

Mr. Naveen Jayachandran, Vice Chairman, having its educational institution situated at 90, Ushaa Garden, Kannigaipair, Chennai - Periyapalayam Highway, Tiruvallur, TN 601102, India, hereinafter referred to as **"JNN"** (which expression unless repugnant to the context or meaning thereof shall mean and include its successors, administrators and permitted assigns)

Whereas **"RIPE"** a premier training organization providing training solutions at all levels for the past 16 years, headquartered in India and operating worldwide.

Whereas **"JNN"** is a premier educational institution offering various kinds of courses with more than 10+ years of quality service and now established as one of the most desired educational institutions of Tamilnadu

AND NOW

"RIPE" is in the business of skill development training. RIPE sees a huge need for quality training programs. These programs can be delivered to Schools and Institutions thereby increasing the brand image of the institution and also help them in admission

"JNN" was in search of a suitable training partner to provide training for various levels of students based on specific needs defined from time to time

and

After holding negotiations between the parties, **"RIPE"** has agreed to partner with **"JNN"** as the exclusive brand building partner for **"JNN"** and as a first step both the parties have agreed to enter into MOU that covers, Knowledge Consulting, Training and Brand Building activities under this MOU

Now it is agreed between the parties hereto as follows:

1. RIPE will be the exclusive partner brand building partner for **"JNN"** Group and each project will be added to this MOU as a separate annexure (duly titled as Annexure I , Annexure II and so on) and this MOU should be attached at the time of signing every project

2. RIPE's responsibilities

2.1 Conduct various soft skill development training for students, faculty members, non teaching staff, top level management and employees of **JNN group** - **"JNN" Group of colleges**, schools or colleges referred by JNN group.

2.2 Knowledge consulting work for the entire JNN Group that focus on

- 2.2.1 Increasing the students quality
- 2.2.2 Improving the employees quality
- 2.2.3 Increasing admissions
- 2.2.4 Increasing placements

2.3 HR Recruitment and Development Consulting work

2.4 Partnering with new ventures started by JNN with mutual win win understanding and deliverables from both the sides

3. JNN Responsibilities

- 3.1 Provide necessary infrastructure for conducting RIPE Training
- 3.2 Provide funds based on mutual agreement for every project under mutually agreed payment terms per project
- 3.3 Appoint lead managers and integration of team for every project
- 3.4 Monitor the progress of association and suggest suitable remedial action for each project
- 3.5 provide clear execution plan and expected outcome before the start for every project
- 3.6 Provide investment for proposed innovative ideas or ventures of RIPE under mutually agreed terms and conditions

4. Both the parties agree on the following:

4.1 Most of the project is research based project; both the parties agree that sizeable time is required to come to an understanding on the complete output from each project

4.2 RIPE understand that the activities proposed by JNN is purely a brand building and quality building exercise aimed towards increasing admissions to JNN Group



DR. V. M. M. KANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N. INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

4.3 JNN understand that RIPE is only the execution partner and business of RIPE is training and consulting and not confined to single entity /organization/partner/institution

4.4 Transparency and Ethics will be maintained by both the parties

5. Logos and Address

Both the parties agree to display the following logo and address in all the correspondence

5.1 RIPE

Address and Logo

RIPE Consulting Services Pvt. Ltd.,
No. 48, Natwest Vijay Apartments Block 4,
Velachery-Tambaram Main Rd,
Pallikaranai, Chennai, Tamil Nadu - 600100



5.2 JNN

Address and Logo

J.N.N Group of Institutions

90, Ushaa Garden, Kannigaipair, Chennai - Periyapalayam Highway,
Tiruvallur, TN 601102, India



6. Representative

6.1 RIPE here by agrees to appoint

RIPE's CEO, Dr. V. Vijay Anand Sriram will be the Primary Contact and he can be reached at +91 9962514135 and E Mail: sriramva@goripe.com

6.2 JNN here by agrees to appoint

Mr. Naveen Jayachandran, Vice Chairman will be the Primary Contact and he can be reached at +91 9884282627 and E Mail: naveen@jnn.edu.in

7. Consideration (Mutual acceptance)

Both the parties hereby agree that

7.1 Payment made by JNN will be per project

7.2 Payment terms and conditions will be based on the project will differ from project to project.

7.3 All tax obligations paid to government will strictly follow and agreed at the beginning of each project.

7.4 Any additional requirements should be mutually discussed and implemented.

7.5 Any legal issues arising out of the company or its employees will not affect either party in any nature.

7.6 Both the parties agree to terminate the contract if obligation is not fulfilled by either of the parties at any stage of the project

8. Terms and Termination

The MOU shall commence from the date of signing this MOU, i.e., from November 12, 2019

1. The initial term of this MOU shall be for a period of **4 years** from the effective date and any corrections and amendments should be made suitable based on the mutual agreement by both the parties after which this MOU will be extended for another 4 years.



Dr. A.V. Mayakkannan
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N INSTITUTE OF ENGINEERING

**90, Ushaa Garden, Kannigaipair,
Chennai - Periyapalayam Highway,
Tiruvallur Dist. - 601102.**

2. The MOU shall terminate :

2.1. On the expiry of the Term or On the occurrence of any of the following events which are fundamental breaches of this MOU:

2.1.2 If either party becomes bankrupt / insolvent, ceases transaction of business, commits any gross violations of the laws of the land.

9. Renewal

9.1 Right of Renewal:

At the end of the initial term, this MOU may be renewed for a further period on such terms and conditions as may be mutually agreed between the parties to this MOU in writing.

9.1.1 The parties shall give written notice of their intention to renew the MOU at least (30 days) prior to the expiry of the initial term of this MOU.

10. Confidentiality Clause

RIPE reserves the right to enter into a separate confidentiality agreement with JNN in respect of any training material, course material, software, etc. that may need to be adequately protected and safeguarded, whether such material may be protected by copyright, trademark, service mark, or otherwise. RIPE and JNN agrees to execute such confidentiality agreement.

JNN agrees that content prepared by RIPE on soft skills and technical skills that will be delivered to an individual on behalf of JNN is intellectual property of RIPE

RIPE agrees that all materials prepared to enhance the brand image of JNN is intellectual property of JNN

12. Assignment of Rights

The parties may assign its rights and obligations under this MOU to an affiliate at any time. Provided however, this MOU shall not be assigned by the parties without the prior written consent of the other Party.

13 Indemnities

The parties shall assume sole and entire responsibility for and indemnify and keep harmless the other party from any and all claims, liabilities, losses, expenses, responsibility and damages, demands or actions by reason of any claim, proceedings action, liability or injury arising out of the party or on behalf of any of its employees, staff, or persons connected in any manner with the Business.

14. Force Majeure

The parties shall not be liable to the other party for any loss caused by the failure on its part to be observed and performed where such failure is occasioned by any cause beyond the party's reasonable control whether on account of war, insurrection, fire, flood, earthquake, strikes, lock-outs, the unavailability of raw materials or force majeure circumstances beyond the control of the parties

15. Severability

If any provision of this MOU is invalid or unenforceable or prohibited by the applicable law of the land, this MOU shall be considered divisible and its remainder / balance shall remain in effect, be valid, binding and of the like effect as if such invalid provision had not been included herein in the first place.

16. Notices

Any notice, request or other communication required to be given under this MOU must, in writing and be served personally or mailed to the other party by legal authorized form of communication in respective countries. Any notice or other communication as above shall be deemed to have been received



Arja
Dr. A. V. MAYAKKANNAN, M.B., Ph.D.
PRINCIPAL
JNN INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

K. Kanchan

on the date of delivery or on the fifth business day following the day of mailing of the same by **prepaid registered post** to the party to be notified at the addresses set forth:

If to RIPE:

Dr. K.LAKSHMI
MANAGING DIRECTOR
RIPE Consulting Services Pvt. Ltd.,
No.48, Natwest Vijay Apartments, Block No. IV,
Velachery-Tambaram Main Rd, Pallikaranai,
Chennai- 600100
sriraniva@goripe.com
+91 9962514135

If to JNN

Mr. Naveen Jayachandran,
Vice Chairman
J.N.N Group of Institutions
90, Ushaa Garden, Kannigaipair, Chennai,
Periyapalayam Highway, Tiruvallur, TN
601102, India
naveen@jnn.edu.in
+91 9884282627

17. Applicable Law and Settlement of disputes

This MOU and the rights and obligations of the parties here under shall be construed and interpreted in accordance with Indian Substantive and Procedural law, applicable to MOUs made and to be performed entirely therein.

The parties shall attempt in good faith to resolve any dispute, difference or claim arising out of or in relation to this MOU through mutual discussion. In case if it is not resolved within Thirty (30) Days from receipt of the written notice (setting out the dispute or claim) by the other party, the complaining party may issue a notice of reference, invoking settlement of such dispute through Arbitration.

18. Arbitration

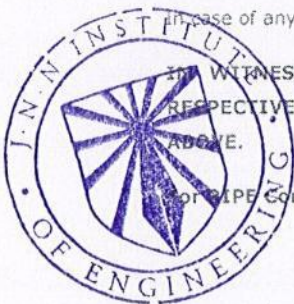
All disputes and differences arising between the parties hereto as also between RIPE and JNN including any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof, or in regard to any claim of one party against the other or in regard to the rights and obligations of any party or parties under this MOU shall be governed by the provisions of the Arbitration and Conciliation Act of India, 1996 and its amendments thereof absolutely and fully. The Arbitrator in such situations will be jointly appointed by the Parties, arbitration charges will be shared and he will be appointed from India and his award regarding the matter in consideration will be final and binding on the parties.

In case of any dispute, the Courts in Chennai, India alone shall have jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR
RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH YEAR AND PLACE FIRST WRITTEN
ABOVE.

For RIPE Consulting Services Pvt. Ltd

For JNN



Dr. K.Lakshmi

Date

Managing Director

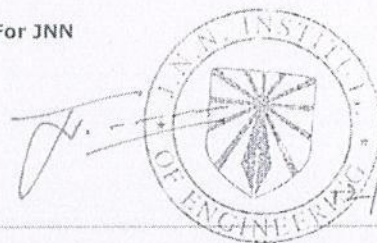


12/11/2019

Naveen Jayachandran

Date

Vice Chairman



12/11/2019

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN



J.N.N INSTITUTE OF ENGINEERING

&

WORKSBOTTM
APPLICATION

Arya

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai Periyapalayam Highway,
Tiruvallur Dist. - 601102.

**WORKSBOT APPLICATIONS
PRIVATE LIMITED**

(+91) 44486-32522

Info@worksbot.com
www.worksbot.com



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the First -February- Two Thousand Nineteen (01.02.2019),

BETWEEN

J.N.N INSTITUTE OF ENGINEERING #90, Ushaa Garden, Kannigaipair, Chennai - Periyapalyam Highway, Tiruvallur, TamilNadu - 601102, the First Party represented herein by its Mr.Naveen Jayachandran, Vice Chairman/ Representative (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

AND

Worksbot Applications Private Limited, registered office at #70/27, IInd floor, North Mada Street, Mylapore, Chennai - 600004 , the Second Party, and represented herein by its Divisional Head, S.Girimurthy / Representative, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

J.N.N INSTITUTE OF ENGINEERING

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

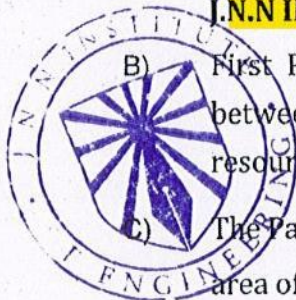
C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.

D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;

E) **Worksbot Applications**, the Second Party is engaged in Information

Technology Services in the fields of **Chatbot Application Development**, **Augmented Reality (AR)**, **Virtual Reality (VR)**, **ERP Application**,
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Periyapalyam Highway,
Tiruvallur Dist. - 601102.

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.



- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give

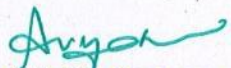
Arun
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
ANNA UNIVERSITY OF ENGINEERING
AND TECHNOLOGY,
Killeshan Garden, Kumbakonam,
Chennai-Perivayalayar Highway,
Mavelur East. - 601102.

First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Worksbot Applications**.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **J.N.N INSTITUTE OF ENGINEERING**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSe 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.


Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,

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Chennai-Periyabalayam Highway,
- 601102.

CLAUSe 4 VALIDITY

- 4.1 This Agreement will be valid until either Party expressly terminates it on mutually agreed terms, during which period **Worksbot Applications** the

correspondence etc., shall not be construed as an extension of this MOU

- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

J.N.N INSTITUTE OF ENGINEERING WORKSBOT APPLICATIONS PVT LTD

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Chennai**.

AGREED:

For **J.N.N INSTITUTE OF ENGINEERING** For **WORKSBOT APPLICATIONS PVT LTD**

NAVEEN JAYACHANDRAN

S. GIRIMURTHY

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N INSTITUTE OF ENGINEERING
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+914427629613
placements@jnn.edu.in
www.jnn.edu.in

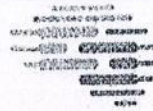
WORKSBOT APPLICATIONS PVT LTD
#70/27, 11th floor, North Mada Street,
Mylapore, Chennai - 600004
+914448632522
info@worksbot.com
www.worksbot.com

Witness1:

Witness2:



J.N.N
INSTITUTE OF
ENGINEERING



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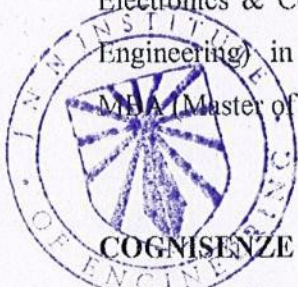
90, Ushaa Garden, Kannigaipair, Chennai-Periyapalayam Highway, Tiruvallur Dist- 601102

**MEMORANDUM OF UNDERSTANDING
BETWEEN
J.N.N INSTITUTE OF ENGINEERING
AND
COGNISENZE RESEARCH**

This Memorandum of Understanding (MoU) is made and entered on **23.01.2019** between **J.N.N INSTITUTE OF ENGINEERING** 90, Ushaa Garden, Kannigaipair, Chennai-Periyapalayam Highway, Tiruvallur Dist- 601102 and **COGNISENZE RESEARCH**, M 55, First Floor, M Block, 9th Street, Chennai, Tamil Nadu 600102.

J.N.N INSTITUTE OF ENGINEERING is established in 2008 in a serene atmosphere with an ambition of providing good quality technical education coupled with discipline for the rural folk. This technical institution is housed in a sprawling Campus of 54 acres on the Chennai -- Periyapalayam Highway. This Institute has been promoted by the **ALAMELU AMMAAL EDUCATIONAL TRUST** represented by its Chairman **THIRU. S. JAYACHANDRAN**. It is approved by the All India Council for technical education, New Delhi and affiliated to Anna University, Chennai.

J.N.N INSTITUTE OF ENGINEERING is one of the most reputed Engineering Colleges affiliated to Anna University, Chennai. Presently, we offer 5 UG courses and 1 PG course in Engineering and Management disciplines with a total student strength of 1500 students from all the 4 southern states, Five Courses (Civil Engineering, Computer Science Engineering, Electronics & Communication Engineering, Electrical & Electronics Engineering, Mechanical Engineering) in Under Graduate Programme and one in Post Graduate Programme i.e. **MBA (Master of Business Administration)**.



Arya
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

COGNISENZE RESEARCH is one of the leading Artificial Intelligence & Cognitive Computing Research & Development firm based in Tulsa, Oklahoma, USA with branches in Singapore and India. Cognisense research services includes AI Consultancy Service given the expansion of digital disruption across every industry today, AI should be a key component of any organization's strategy. We conduct workshops to advise our customers on potential AI opportunities and best practices. We also partner with customers to gain business understanding for AI readiness assessments and perform Proof-of-Concepts. AI Product development, our partnerships with established software partners in the AI industry, as well as competencies in

products in our clients' environments. AI Model Development, Our Data Scientists apply techniques (such as Data Mining and Machine Learning) and algorithms to analyse, model, develop and deploy AI capabilities to solve various business problems. We also provide post-development support to ensure models consistently deliver up-to-date insights.

Both the Institute and Industry are desirous to work together to extend the basis for Institution – Industry Interface between **J.N.N INSTITUTE OF ENGINEERING AND COGNISENZE RESEARCH**. Both the organisations are agreeable that the encouragement and development of cooperation and exchange in areas of mutual interest would be desirable.

GENERAL AREAS OF COOPERATION AND COLLABORATION

J.N.N INSTITUTE OF ENGINEERING AND COGNISENZE RESEARCH agree that the cooperation shall be carried out through such activities:

From COGNISENZE RESEARCH:

Setting up Research and Development operations & team at **J.N.N INSTITUTE OF ENGINEERING** Campus, providing permission for Industrial visits, Internships, Projects, Guest Lectures, Research and Development Programmes, Faculty Development Programmes, Recruitment and other relates exclusively to the benefit of the student and Institution.

From J.N.N INSTITUTE OF ENGINEERING:

Industry relating activities such as providing Research and Development Support in the field of Machine learning, Computer Vision and Edge Intelligence. Together with COGNISENZE RESEARCH, **J.N.N INSTITUTE OF ENGINEERING** will involve in International research paper publishing and Patent filing.

DURATION

This Memorandum of Understanding shall commence on the date of execution the same and shall remain in force for duration of 5 years and shall continue to remain in force by mutual agreement between the Institute (**J.N.N INSTITUTE OF ENGINEERING**) and Industry (**COGNISENZE RESEARCH**).



Arjun
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.
PRINCIPAL

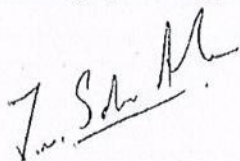
J.N.N INSTITUTE OF ENGINEERING and **COGNISENZE RESEARCH** shall endeavour to finalize the details of implementation and action plan of collaborative efforts to execute the parts of this MOU (Memorandum of Understanding) in the academic year 2018-2019.

J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai - 601102.

Signed On: 23.01.2019

For **COGNISENZE RESEARCH**

Thiru. J.N.SOLOMON ASHOK
FOUNDER AND DIRECTOR,
COGNISENZE RESEARCH,
Annanagar, Chennai - 600102

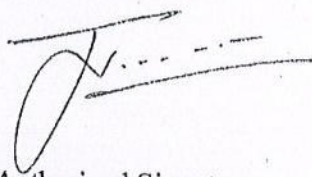


Authorized Signatory

Signed On: 23.01.2019

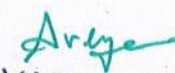
For **J.N.N INSTITUTE OF ENGINEERING**

Thiru. NAVEEN JAYACHANDRAN
VICE CHAIRMAN
J.N.N GROUP OF INSTITUTIONS
Kannigaipair, Thiruvallur - 601102



Authorized Signatory




Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Thiruvallur Dist. - 601102.

CONFIDENTIAL



தமிழ்நாடு TAMIL NADU

27 DEC 2019

J.N.N. Institute
of Engineering

R. Sankar

73AB 118066

R. SASIKALA
Stamp Vendor

L.No. 2229 / S4 / 22 (9)
Chennai - 600 011

NON-DISCLOSURE AGREEMENT

This Agreement is made this 27th day of December 2019 herein after referred to as "Agreement"

BETWEEN

Ilakkiya Neumerics a company incorporated under the Companies Act 1956 and having its office at 64/35, Thiruvalluvar St, Jagadambegai Nagar, Padi, Chennai, Tamil Nadu 600050; (hereinafter referred to as "The Principal" or "Ilakkiya Neumerics" which expression shall, unless it be repugnant or inconsistent with the context hereof, mean and include its representatives, successors, permitted assigns and Affiliates), of the One Part

AND



Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

Page 1 of 8

Non-Disclosure Agreement (bilateral)

Institute for Composite development, **J.N.N Institute of Engineering**, Kannigaipair, Chennai, Tamil Nadu 601102, India (hereinafter referred to as "**Service Provider**") which expression shall, unless it be repugnant or inconsistent with the context hereof, mean and include its representative, successors, permitted assigns and Affiliates) of the **Other Part**.

Ilakkiya Neumerics Engineering and the Service Provider shall hereinafter be individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

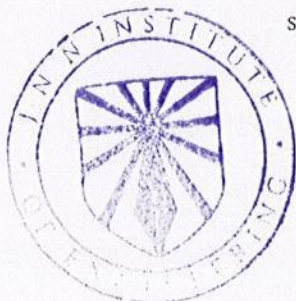
The Party disclosing the Confidential Information (as defined below) shall hereinafter be referred to as the "**Disclosing Party**" and the Party receiving the Confidential Information shall be referred to as the "**Receiving Party**".

"**Affiliate**" shall mean, in relation to either Party, any legal entity which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if (i) more than 50% (fifty per cent) of its voting stock is owned by the controlling entity; or (ii) if such controlling entity has the ability to direct the business activities or appoint the majority of the directors, of the entity.

WHEREAS Ilakkiya Neumerics is discussing a proposal for working with the Service Provider for

Development of water meter for measuring water consumption via IOT and such proposal be hereinafter referred to as the "**Authorized Purpose**".

- 1) WHEREAS pursuant to the conclusion of the Authorized Purpose proposal, the Parties hereto have agreed to exchange certain confidential information including but not limited to Service provider for new development activities, Overall design, Concept, Aesthetic, Form, Dimensions, Visuals impact, Colours Architecture, Dimension, Facet, technical and/or business information and/or operation and/or product build or development of both Parties subject to the terms and conditions hereinafter appearing and that they have agreed to provide and to accept such confidential information on a strictly confidential basis on the terms and conditions set out herein below.




Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
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Chennai-Podiyalayar Highway,
Tiruvallur Dist. - 601102.

- 2) AND THAT the Party disclosing information shall hereinafter be referred to as the **"Disclosing Party"** and the Party receiving such information shall be referred to as the **"Receiving Party"**.

WHEREAS the Parties understand that any unauthorized disclosure of the Parties' confidential information will cause serious loss and damage to the Parties.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

Article 1
Confidentiality Obligations

- 1.1 Both the Parties hereby agree that the term confidential information furnished by either Party to the other for the Authorized Purpose of this Agreement shall mean and include all information disclosed, furnished or communicated by any mode, and hand written, type written or machine written, readable form, text, drawings, graphics, images, data in any form, designs, plans, figures, documents, paper books, plans, sketches, formulae, accounts, records, photographs, slides, floppies, discs or any form of modern information in words and or figures including compilation of data, facts, queries, statements or correspondence or any other forms. The Disclosing Party will indicate to the Receiving Party (a) in the case of information disclosed in documentary or other tangible form, by labelling the same as "Confidential", "Proprietary" or the like by the Disclosing Party, or (b) in the case of intangible disclosures, such as oral or visual, by confirming the same as proprietary in writing within 30 working days after such disclosure.
- 1.2 Information disclosed as aforesaid shall be defined as **"Confidential Information"** and:-
- (i) shall be treated by the Receiving Party in the same way as it treats confidential information generated by itself, but at least with not less than a reasonable standard of care, with which the Receiving Party protects Confidential Information of its own;
 - (ii) The Parties herein undertake that its Representatives shall make use of the Confidential Information solely for the Authorized Purpose and should no way reproduce the component/design to anyone other than Ilakkiya Neumerics.
 - (iii) shall be divulged to such Receiving Party's personnel or its associated companies' personnel only as have a need to know in connection with the Authorized Purpose.



Non-Disclosure Agreement (bilateral)


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90, Ushaa Garden, Kannigaipair,
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Tiruvallur Dist. - 601102.

1.3 The commitment defined hereinabove shall continue until expiration of a period of **five (2) years after the relevant date of disclosure**, provided that the commitment shall cease if, but to the extent only, that Confidential Information:-

- (i) is or becomes generally known or available to be public at large through no act or omission of the Receiving Party; or
- (ii) can be demonstrated to have been lawfully obtained by the Receiving Party from other parties (who is not bound by similar confidentiality obligations) prior to disclosure by the Disclosing Party; or
- (iii) can be demonstrated to have been independently developed or known by the Receiving Party without use of any Confidential Information received from the Disclosing Party; or
- (iv) is ascertained from a commercially available product; or
- (v) is disclosed pursuant to administrative or judicial action, provided that the Receiving Party shall use its best effort to maintain the confidentiality of the Confidential Information by asserting in such action any applicable privileges and shall, immediately after receiving notice of such action, notify the Disclosing Party thereof and give the Disclosing Party the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.

1.4 If only a portion of the Confidential Information falls under any of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

1.5 The Receiving Party shall return all Confidential Information (and copies thereof, whether authorized or not) upon (a) the Disclosing Party's request or (b) completion of the Authorized Purpose (whichever is earlier).

1.6 The Confidential Information shall remain the property of the Disclosing Party. No license of any kind under know how, designs, patent rights or other industrial or intellectual rights is granted or implied under this Agreement by either Party to the other.

1.7 For the avoidance of doubt, Confidential Information received by the Recipient from Disclosing Party's Affiliate(s) directly or via Disclosing Party's shall also be subject



Non-Disclosure Agreement (bilateral)


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Tiruvallur Dist. - 601102.

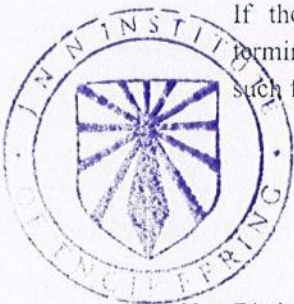
to the restrictions in this Agreement, as long as such Confidential Information is disclosed in relation to the Project/Authorised Purpose.

- 1.8 The service provider shall provide validated design/data for fit, function & reliability for life cycle on prototype after the theoretical design verification, analysis etc. .
- 1.9 Each Party agrees that it will ensure that its employees, officers and directors will make reasonable efforts to ensure that its agent will hold in confidence all such classified information, data and will not disclose the same to any third party or use such Confidential Information or any part thereof without the other Party's prior written approval.
- 1.10 All information, notes analysis, compilations, studies, specifications, drawings or other documents received by the Receiving Party and or its Representatives in connection with the proposed Project shall be deemed to be the property of the Disclosing Party.
- 1.11 The Receiving Party shall immediately advise the Disclosing Party of any unauthorised disclosure, misappropriation or misuse or accidental disclosure by any persons of the Confidential Information upon the Receiving Party having Knowledge of the same. In such an event the Receiving Party / Disclosing Party, as the case may be, shall make all the reasonable efforts to remedy the situation and unless waived in writing, the Receiving Party and /or the Disclosing Party would be entitled to proceed legally such person who is in breach of this Agreement.
- 1.12 In consideration of the disclosure and release of the Confidential Information by or on behalf of the Disclosing Party to the Receiving Party, the Receiving Party shall hold and keep in strictest confidence any and all such confidential information.

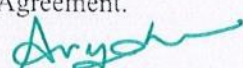
Article 2

Further co-operations

If the Parties decide to have further co-operations following the completion or termination of the Authorized Purpose, the information disclosed by either Party under such further co-operations shall also be governed by this Agreement.



Non-Disclosure Agreement (bilateral)


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Tiruvallur Dist. - 601102.

Article 3
Governing law and jurisdiction

- 3.1 This Agreement shall be governed and construed in accordance with the laws of the India.
- 3.2 The courts of Chennai shall have exclusive jurisdiction in respect of any dispute between the Parties under this Agreement which cannot be settled amicably. The Parties hereby irrevocably waive any objection to the jurisdiction, process and venue of any such court and to the effectiveness, execution and enforcement of any order or judgment (including, but not limited to, a default judgment) of any such court in relation to this Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgement.

Article 4
Others

- 4.1 The disclosure of Confidential Information hereunder does not imply or oblige any Party to enter into any other binding arrangement or agreement with the other party.
- 4.2 The Parties agree that Ilakkiya Neumerics shall have absolute right without obtaining consent of the Company to assign all its rights and obligations hereunder to any Ilakkiya Neumerics' s Affiliate(s) and by such assignment the transferee shall assume all the said rights and obligations as if it were a party hereto and Ilakkiya Neumerics shall be fully discharged of the same.
- 4.3 The Parties agrees that monetary damages would not be a sufficient remedy for any breach of this Agreement by their Officers, and that in addition to the remedies provided in this Agreement and any other remedies, the aggrieved Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.



Non-Disclosure Agreement (bilateral)


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Tiruvallur Dist. - 601102.

4.4 If any dispute or difference of any kind whatsoever arises between the Parties in connection with this Agreement, or the breach, termination, or validity thereof, the Parties shall attempt, for a period of 30 days after the receipt of notice by one Party from the other Party of the existence of the Dispute, settle such Dispute in the first instance by mutual discussions between the Parties. If the dispute cannot be settled within 30 days by mutual discussions as mentioned above, the dispute shall be referred to arbitration before a single arbitrator, appointed jointly by both the Parties. The arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, and the place of arbitration shall be in Chennai. If both Parties fail to agree on the appointment of an Arbitrator, then both Parties shall appoint one arbitrator each and both arbitrators shall appoint the third arbitrator known as the chairman of the arbitration tribunal

4.5 Should any portion of this Agreement be held to be void or otherwise unenforceable, such unenforceability shall not affect the other portions of this Agreement, and both Parties agree to continue to abide by the terms of such other portions.

4.6 **Non Solicitation:** Except with the prior written approval of the other Party, neither Party shall, during and for one year after the expiry of this Agreement or any extension thereof, solicit, offer, employ or hire, directly or indirectly, any present or former employee, consultant or agent of the other Party or its Affiliates, who works or has worked within 12 months period preceding the date of such activity on a project executed between the Parties or in any way encourage any such person to leave the other Party or such Affiliate, to work for the soliciting, offering or encouraging Party

4.7 **Injunctive Relief:** Recipient acknowledges that due to the unique nature of the Discloser's Confidential Information, any breach of its obligations hereunder will result in irreparable harm to the Discloser, and therefore, upon any such breach or threat thereof, the Discloser shall be entitled to appropriate equitable relief including the relief of injunction, in addition to any other remedies available at law. The Injunctive relief shall not exceed the total charges of the contract value that have been paid by the party for the project executed between the parties



Non-Disclosure Agreement (bilateral)

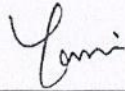
Arjun

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
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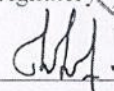
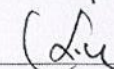
4.8 **General:** The Parties agree to be bound by any applicable export control regulations while sharing Confidential Information hereunder. This Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of Chennai. Any dispute relating or arising in respect of any matter hereunder shall be sought to be resolved by amicable mutual discussions and in the event that such resolution eludes the Parties for more than thirty days, the dispute shall be referred to Arbitration to an Arbitrator mutually appointed by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above mentioned in a manner legally binding upon them.

for and on behalf of
Ilakkiya Neumerics



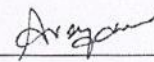
Name: K.R. Yamin
Title: Authorised Signatory

Witnesses: 1. 
2. 

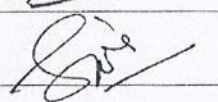


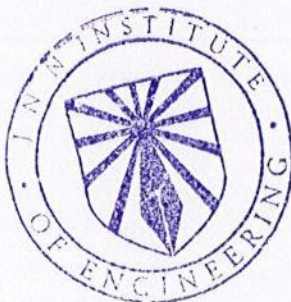
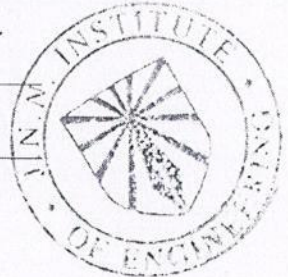
for and on behalf of

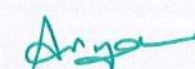
J.N.N Institute of Engineering



Name: Dr. A.V. Mayakkannan
Title: Authorised Signatory

1. 
2. 




Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

J.N.N INSTITUTE OF ENGINEERING

&

SANDESH & SANKALP SYNDICATES

FOR

**SKILL DEVELOPMENT, OUTCOME BASED TRAININGS,
PLACEMENT, R&D SERVICES AND RELATED SERVICES**



Argon
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein called as the 'MOU') is entered into on this 6th Day of June, Two Thousand Eighteen (06-06-2018), by and between

J.N.N Institute of Engineering, the First Party represented herein by its Principal, Dr. G. Gunasekaran (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

AND

Sandesh & Sankalp Syndicates, the Second Party, and represented herein by its Partner, Mr. Sankalp, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **J.N.N Institute of Engineering**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) – Sandesh & Sankalp Syndicates – , the Second Party is engaged in Real Estate Development, Commercial Built to Suit (BTS) Constructions and related fields.

- F) – Sandesh & Sankalp Syndicates – , the Second Party is promoted by Uppu Group, No 22, Rajaram Mehta Nagar, Chennai 600029

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:



G. Gunasekaran
Dr. G. GUNASEKARAN
PRINCIPAL

J.N.N. INSTITUTE OF ENGINEERING
90, Usha Garden, Kannigaipair,
Tiruvallur Dist, Tamilnadu-601102

Argon
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N. INSTITUTE OF ENGINEERING
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Vepalayam Highway,
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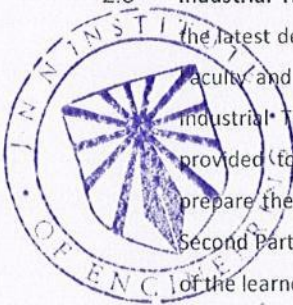
Sankalp
Partner

**CLAUSE 1 CO-
OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

**CLAUSE 2 SCOPE
OF THE MoU**

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the faculty and Students of the First Party to visit its group companies and also involve in industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands on training of the learners enrolled with the First Party.



G. Gunasekaran
Dr. G. GUNASEKARAN
PRINCIPAL
J.N.N. INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Tiruvallur Dist, Tamilnadu-601102



For SANDESH & SANKALP SYNDICATES

Ariga
ARIGA MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N. INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Tiruvallur Dist. - 601102.
Partner

- 2.4 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.5 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.6 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.7 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 15 % of the students.
- 2.8 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.9 There is no financial commitment on the part of the **J.N.N Institute of Engineering**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

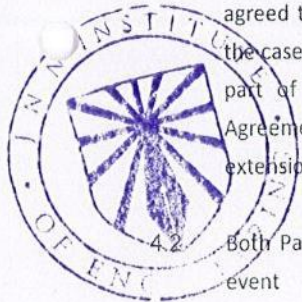
CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Sandesh & Sankalp Syndicates**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Sandesh & Sankalp Syndicates**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.



G. Gunasekaran
Dr. G. GUNASEKARAN
PRINCIPAL
J.N.N. INSTITUTE OF ENGINEERING
90, Usha Garden, Kannigaipair,
Tiruvallur Dist, Tamilnadu-601102

For SANDESH & SANKALP SYNDICATES



Partner

A.V. Mayakkannan
Dr. A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Usha Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

**CLAUSE 5 RELATIONSHIP
BETWEEN THE PARTIES**

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

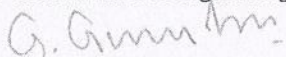
First Party

Second Party

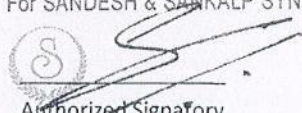
Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Chennai.

AGREED:

For J.N.N Institute of Engineering


Dr. G. GUNASEKARAN
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Tiruvallur Dist, Tamilnadu-601102

For Sandesh & Sankalp Syndicates

For SANDESH & SANKALP SYNDICATES

Authorized Signatory Partner

J.N.N Institute of Engineering	Sandesh & Sankalp Syndicates
90, Ushaa Garden, Kannigaipair, Chennai – Periyapalayam Highway	No 22, Rajaram Mehta Nagar, Chennai 600029
044-27629613	9080661361
principal@jnn.edu.in	karaunaseshu@gmail.com
www.jnn.edu.in	www.sssyndicates.com




Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
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Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

NO-10/3, LAKSHMI ILLAM,
MUTHIYAL ST,
ALANDUR,
CHENNAI-16,
TAMILNADU.

EVOLVE

MEMORANDUM OF UNDERSTANDING

BETWEEN

J.N.N INSTITUTE OF ENGINEERING

AND

EVOLVE [AASURAN EXOSKELETONS PVT LTD]

This Agreement made and entered into on this 10th of October 2018 between **J.N.N INSTITUTE OF ENGINEERING**, NO. 90, Usha garden, Kannigaipair, Chennai and **EVOLVE [AASURAN EXOSKELETONS PVT LTD]** No: 10/3, Lakshmi illam, Muthiyal st, Alandur, Chennai-16

1. OBJECTIVES OF THE MOU

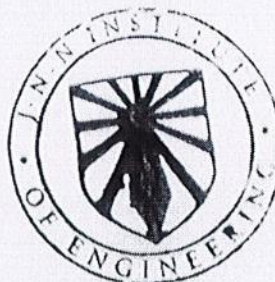
The objective of this Memorandum of Understanding is:

- To promote interaction between **J.N.N Institute of Engineering** (Department of Mechanical, Electronics & Communication and Electrical & Electronics Engineering) and **EVOLVE [AASURAN EXOSKELETONS PVT LTD]** in mutually beneficial areas.

To provide a formal basis for initiating interaction between J.N.N Institute of Engineering (Department of Mechanical, Electronics & Communication and Electrical & Electronics Engineering) and **EVOLVE [AASURAN EXOSKELETONS PVT LTD]**.

PRAVEEN PANDIYAN
MANAGING DIRECTOR

G. Gnan Arun



Arup
Dr.A.V. MAYAKKANNAN, M.E., Ph.D
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

2. PROPOSED MODES OF COLLABORATION

J.N.N Institute of Engineering and EVOLVE [AASURAN EXOSKELETONS PVT LTD] propose to collaborate through

- Sponsoring student projects / fellowships in UG/PG degree programs at J.N.N Institute of Engineering
- Sponsoring R&D projects, which may be carried out wholly at J.N.N Institute of Engineering or at premises of EVOLVE or partly at J.N.N Institute of Engineering and partly at EVOLVE.
- Training the educational programmes conducted by J.N.N Institute of Engineering in areas of interest to the EVOLVE.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program will be subject to a separate Research Agreement entered into by the parties but may also include the following:

- In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- Third parties** - The performance of research by the Parties together with one or more third parties.

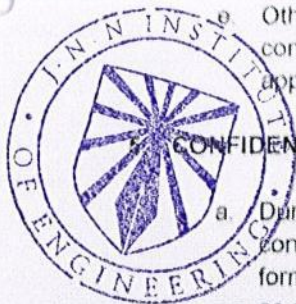
4. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- The nature, scope and schedule of the research collaboration.
- The form of the research collaboration.
- The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.

Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

- During and for a period of five years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.



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Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party, or
 - is required to be disclosed by law or court order.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party.

8. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

9. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

By Signing Below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

J.N.N INSTITUTE OF
ENGINEERING, CHENNAI

G. Gunasekaran

On behalf of

Praveen
EVOLVE
[AASURAN EXOSKELETONS PVT LTD]

By :

Name : Mr. Praveen Pandian

Date : 16/10/2018

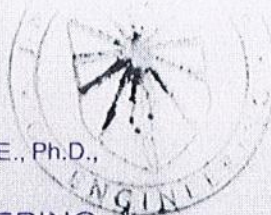


Name : Dr. G Gunasekaran

Date : 16/10/2018

Dr. A.V. Mayakkannan

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.



G. Gunasekaran



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J.N.N Institute of Engineering
Kannigaipair

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14, திசைட்டக்கார வீதி, ஆரணி - 601101
உரிமம் எண்: 2179/ஆ/7/96
பிசு: 9444160930

**MEMORANDUM OF UNDERSTANDING BETWEEN
J.N.N INSTITUTE OF ENGINEERING AND ZRAE GLOBAL**

This Memorandum of Understanding (MoU) is made and entered on 27.08.2018 between **J.N.N INSTITUTE OF ENGINEERING** 90, Ushaa Garden, Kannigaipair, Chennai-Periyapalayam Highway, Tiruvallur Dist- 601102 and **ZRAE GLOBAL**, a brand of **JKR KRISTON SOLUTIONS Pvt. Ltd.**, with operational office located in 25A, Second Floor, 2nd Avenue, Akshaya Colony, Anna Nagar West Extension, Chennai, Tamil Nadu 600036.

J.N.N INSTITUTE OF ENGINEERING was established in 2008 in a serene atmosphere with an ambition of providing good quality technical education coupled with discipline for rural folk. This technical institution is housed in a sprawling Campus of 54 acres on the Chennai - Periyapalayam Highway. This Institute has been promoted by the **ALAMELU AMMAAL EDUCATIONAL TRUST** represented by its Chairman **THIRU. S. JAYACHANDRAN**. It is approved by the All India Council for technical education, New Delhi and affiliated to Anna University, Chennai.

Arjo

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

ZRAE GLOBAL is a holistic research, development and academic center for science and engineering founded with the ambitious vision of building the next generation technology through industrial, consultancy and academic services. Operating out of Chennai city in India, ZRAE GLOBAL is committed to researching and developing solutions to real time problems and new products to enhance the quality of lives. ZRAE GLOBAL takes up challenging problems, mitigate them and create an appropriate solution. ZRAE GLOBAL also continuously improvise our existing solutions for perpetual overall betterment. ZRAE GLOBAL deliver turn-key industrial solutions for industries in automation sector incorporating latest cutting edge Artificial Intelligence and Robotics. ZRAE GLOBAL also provide professional consultancy service for product development and any technology related quires.

ZRAE GLOBAL was started by erudite engineers and technocrats who have strong academic background and prolific industrial experience. ZRAE GLOBAL offers world class training in state of the art, cutting edge technologies and engineering spectrums. The teaching and research faculty of ZRAE GLOBAL includes inventors, academic and industrial experts, doctoral and post graduates from IITs. ZRAE GLOBAL aims at being the best in class teaching and research center, training industry ready students as we develop avant-garde products and paradigms in all the engineering fields, specifically mechatronic systems, robotics and automation. The ZRAE GLOBAL brand name operates under registered company JKR KRISTON SOLUTIONS PVT. LTD.

ZRAE GLOBAL, a brand of JKR KRISTON SOLUTIONS Pvt. Ltd., will hereinafter be referred to as the **Industry**.

J.N.N Institute of Engineering promoted by ALAMELU AMMAAL EDUCATIONAL TRUST will hereinafter be referred to as the **Institute**.

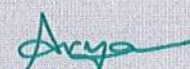
The Institute and Industry are both desirous to work together to extend the basis for Institution – Industry Interface between **J.N.N INSTITUTE OF ENGINEERING AND ZRAE GLOBAL**. Subsequently, both organizations are in agreement for development in the areas of student's quality and technical research through consistent cooperation.

GENERAL AREAS OF COOPERATION AND COLLABORATION

J.N.N INSTITUTE OF ENGINEERING AND ZRAE GLOBAL agree that the cooperation shall be carried out through such activities:

From **ZRAE GLOBAL**:

The Industry will set up Research and Development operations at the Institute, providing opportunities for Industrial visits, Internships, Projects, Guest Lectures, Research and Development Programmes, Recruitment to the benefit of the student and Institution.


Dr. A.V. MAYAKKANNAN, M.E., Ph.D.,
Principal,
J.N.N INSTITUTE OF ENGINEERING
80, Ushaa Garden, Kannigaipair,
Chennai - 600042
Tiruvallur Dist. - 601102.

ZRAE GLOBAL will set up a business incubation centre (BIC) in J.N.N INSTITUTE OF ENGINEERING which will work along with students to start new businesses. Based on the innovation intellectual property contribution, financial investment, management capacity and other aspects, the stake holders of the newly formed company will be decided by the Institute and Industry together. No business venture shall be formed without mutual agreement between the Institute and the Industry. The institution has the option of becoming stakeholder in any of the newly formed business venture only upon the consent of the Industry. This will enable the institution to grow along with businesses formed in the BIC.

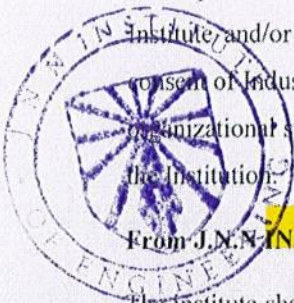
All the newly formed companies are legally obligated to recruit a specific percentage of its employees from the students and/or the alumni from the institution. This will ensure generating employment opportunities for the students by the institution itself.

ZRAE GLOBAL will set up a Centre of Excellence for CST (Concentrated Solar Thermal) Energy in the institution. ZRAE GLOBAL has been working on CST solutions from the year 2012. ZRAE GLOBAL has developed CST solutions for water distillation and power generation. The CST Energy Centre of Excellence established in J.N.N INSTITUTE OF ENGINEERING will work in training students in CST systems automation and design in all the pertaining technical areas other than those which are intellectually protected. The project will be funded by either the institution or its students or both. Therefore, the institution and the contributing students will co-own the erected CST system. The Institute or its student will not be entitled for any ownership of the intellectual properties pertaining to CST research. No company or business entity shall be formed by the company or its students in CST technology based on the research and development work done by the Industry. The Industry will recruit potential candidates from the students or alumni of the Institute for its CST activities based of their performance.

ZRAE GLOBAL will set up a Data Science and Machine Learning Centre of Excellence in the institution. ZRAE GLOBAL will work with the institution to train its students in the trending technologies and practices of data sciences and machine learning. In collaboration with the ZRAE GLOBAL BIC, companies can be formed for specific data science based services. Data Science and Machine Learning Centre of Excellence will also serve as a research and development centre for developing software products and solutions that can be monetized. The Institute and/or its students shall be a stakeholder of the newly formed companies upon the consent of Industry. The percentage of shares and distribution of power within the newly formed organization structure will be dictated and decided by the Industry with recommendations from the Institution.

From J.N.N INSTITUTE OF ENGINEERING:

The Institute shall permit the constant interaction between the experts and representatives of the industry (ZRAE GLOBAL). For the CST systems to be installed in the college premises, the institution will either contribute or allow the industry to raise funds from the students. The institute will work with the industry to train students in Data Science and Machine Learning. The institute will work with the industry to set up the two Centres of Excellence mentioned above.



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Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai City, Anna Highway,
601102.

The institute shall play an active part in nurturing research by publishing papers in conferences and journals as well as filing patents.

DURATION

This Memorandum of Understanding shall commence on the date of execution the same and shall remain in force for duration of 5 years and shall continue to remain in force by mutual agreement between the Institute (**J.N.N INSTITUTE OF ENGINEERING**) and Industry (**ZRAE GLOBAL**).

J.N.N INSTITUTE OF ENGINEERING and **ZRAE GLOBAL** shall endeavour to finalize the details of implementation and action plan of collaborative efforts to execute the parts of this MOU (Memorandum of Understanding) in the academic year 2018-2019.

Signed On: 27.08.2018

Signed On: 27.08.2018

For **ZRAE GLOBAL**

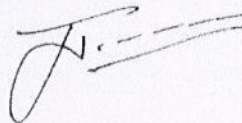
Thiru. M. KISHORE ABISHEK
TECHNICAL DIRECTOR,
ZRAE GLOBAL,
Annanagar, Chennai - 600036



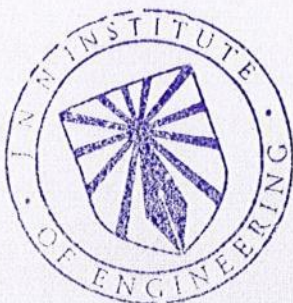
Authorized Signatory

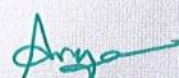
For **J.N.N INSTITUTE OF ENGINEERING**

Mr. NAVEEN JAYACHANDRAN
VICE-CHAIRMAN
J.N.N GROUP OF INSTITUTIONS
Kannigaipair, Thiruvallur - 601102



Authorized Signatory




Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein called as the 'MOU') is entered into on this 5th Day of April, Two Thousand Seventeen (05-06-2017), by and between

J.N.N Institute of Engineering, the First Party represented herein by its Vice-Chairman, Mr. Naveen Jayachandran (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

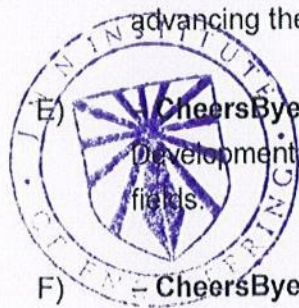
AND

CheersBye Innovations, the Second Party represented herein by its Managing Partner, Mr. Vimalanathan, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party') as

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **J.N.N Institute of Engineering**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.



- E) **CheersBye Innovations** –, the Second Party is engaged in AI Solutions, Website Development, Chatbot Solutions, Cloud Solutions, Social Media Marketing and related fields.

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL

- F) **CheersBye Innovations** –, the Second Party is located at 88/16, Usha Garden, Kannigaipair, Chennai-600037.
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

CLAUSE 1
CO-OPERATION

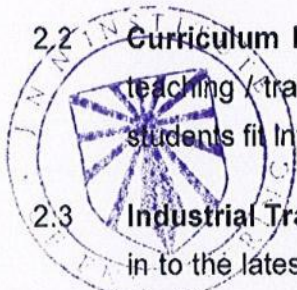
- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2
SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.

- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.



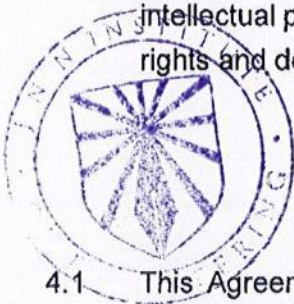
Dr. A.V. Mayakkannan
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
Principal

JAIN INSTITUTE OF ENGINEERING
60, Ushaa Garden, Kannigaipair,
Chennai-Petiyapalayam Highway,
Tiruvallur Dist. - 601102.

- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Responsive web design, Chatbot Development, Artificial Intelligence Content creation, Cloud solutions etc.**
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 15 % of the students.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein
- 2.10 There is no financial commitment on the part of the **J.N.N Institute of Engineering**, the First Party to take up any programme mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.



CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **CheersBye Innovations**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **CheersBye Innovations**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In


D.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
99, Usha Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

CLAUSE 5
RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

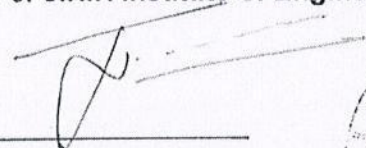
First Party

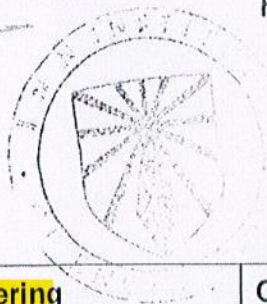
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Chennai**.

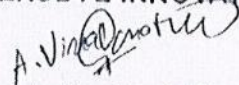
AGREED:

For J.N.N Institute of Engineering


Authorized Signatory



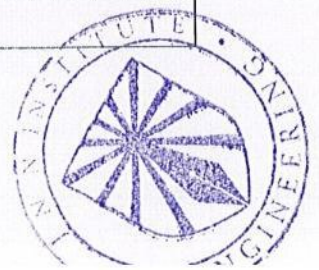
For CheersBye Innovations
For CHEERSBYE INNOVATIONS


Authorized Signatory
Authorized Signatory

D.A.V. MAYAKKANNAN, M.E., Ph.D.,

PRINCIPAL

J.N.N Institute of Engineering	CheersBye Innovations
Address: 90, Ushaa Garde, Kannigaipair, Tiruvallur District, TN 601102	Address: 38/16, Everest Colony, Pan Salai, JJ Nagar East, Mogappair, Chennai 600037
044-27629613	9582263993
principal@jnn.edu.in	ai@cheersbye.com
www.jnn.edu.in	www.cheersbye.com



MEMORANDUM OF UNDERSTANDING

BETWEEN

J.N.N Institute of Engineering,
90, Ushaa Garden, Kannigaipair,
Chennai - Periyapalayam Hwy,
Tiruvallur, TN 601102

And

Chennai Technology
No.204,2nd floor, Academy Court
Purasawalkam High Road, Purasawalkam,
Chennai, TN600007



Arya

Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as 'MOU') is entered into on this the 10th DAY of August, Two Thousand and sixteen by and between

J.N.N Institute of Engineering, 90, Ushaa Garden, Kannigaipair, Chennai - Periyapalayam Hwy, Tiruvallur, TN 601102, THE FIRST PARTY represented herein by its Mr. Naveen Jayachandran, Vice Chairman

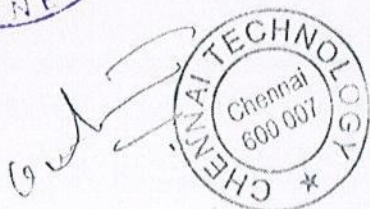
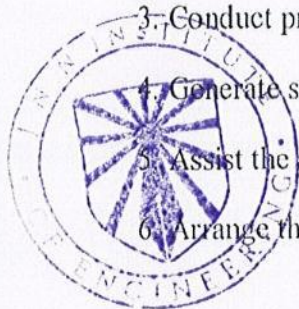
AND

Chennai Technology, No.204,2nd floor, Academy court, Purasawalkam High Road, Purasawalkam, Chennai, TN600007, THE SECOND PARTY represented herein by its Mr. K. Venkatesan, Proprietor

PURPOSE OF MOU

In particular, this MOU is intended to

1. Enhance entrepreneurial mindsets among the students of Entrepreneurship Development certificate course under **J.N.N Institute of Engineering**, , 90, Ushaa Garden, Kannigaipair, Chennai - Periyapalayam Hwy, Tiruvallur, TN 601102
2. Organize various workshops on Entrepreneurship Development
3. Conduct practical trainings on Entrepreneurship Development
4. Generate self-employment opportunities
5. Assist the students in establishing various start-ups
6. Arrange the placement of trained students



Anya
Dr.A.V. MAYAKKANNAN, M.E., Ph.D.,
PRINCIPAL
J.N.N INSTITUTE OF ENGINEERING
90, Ushaa Garden, Kannigaipair,
Chennai-Periyapalayam Highway,
Tiruvallur Dist. - 601102.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1
CO-OPERATION

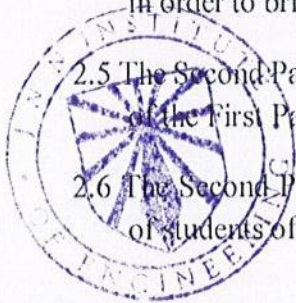
- 1.1 Both parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.
- 1.2 The co-operation between First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the Second Party providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the First Party.

Clause 2
SCOPE OF THE MOU

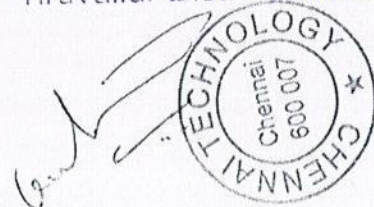
- 2.1 Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.
- 2.2 The Second Party will give valuable inputs to the First Party in teaching/ training methodology so that the students fit into the industrial scenario meaningfully.
- 2.3 The interaction between Industry and College will give an insight into the latest developments /requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its company and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs/ Workshops/ Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 The Second Party will train the students of the First Party on the emerging technologies in order to bridge the gap in skill and make them ready for industry.

2.5 The Second Party will extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.6 The Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships /jobs.



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Clause 3 VALIDITY

- 3.1 The validity of the agreement is five years from the date of agreement.
- 3.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of termination, both parties have to discharge their obligations.
- 3.3 Any dispute will be settled in the Madras High court only where the institute is situated.

AGREED:

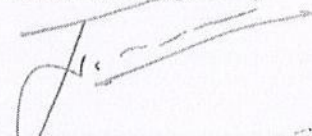
For

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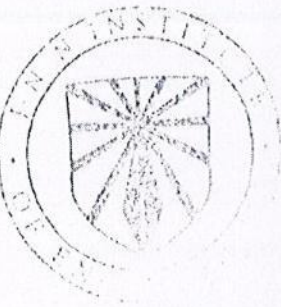
Authorized Signatory



Witness 1:



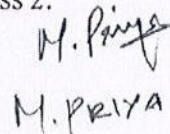
V. R. Anandakrishnan



Authorized Signatory



Witness 2:



M. PRIYA



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