



GODREJ & BOYCE

MEMORANDUM OF UNDERSTANDING

BETWEEN

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

AND

M/s. GODREJ & BOYCE MANUFACTURING CO. LTD.,

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY (hereinafter referred to as "**SATHYABAMA**"), a Deemed to be University Established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu, India, represented by **Dr. T. Sasipraba, Vice Chancellor** and **M/s. GODREJ & BOYCE MANUFACTURING CO. LTD.** ((hereinafter referred to as "**GODREJ & BOYCE** "), With its registered office at Pirojshanagar, Vikhroli (W), Mumbai – 400079 and its place of business at Godrej Rd, Sidco Industrial Estate, Ambattur, Chennai – 600 053, Tamil nadu, India, represented by **Dr. Vikas Choudaha, Senior Vice President & Business Head, Godrej Storage Solutions**, wish to enter into this **Memorandum of Understanding ("MOU")** on this day i.e -----, GODREJ & BOYCE and SATYABAMA shall hereby individually be referred to a "Party" and collectively as "Parties".

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To Promote Academic and Industry interaction between SATHYABAMA and GODREJ & BOYCE in mutually beneficial areas.
- b. To provide training to the students of SATHYABAMA on existing technology and practices in industry by GODREJ & BOYCE,
- c. Knowledge sharing in emerging areas of technology between SATHYABAMA and GODREJ & BOYCE.

2. NON-BINDING NATURE

This MOU is entered on non-binding basis between the Parties unless otherwise expressly mentioned for any specific section(s) in this MOU.

3. PROPOSED MODES OF COLLABORATION

SATHYABAMA and GODREJ & BOYCE propose to Collaborate through the following means.

- a. GODREJ & BOYCE will offer periodic field visit to students (maximum of 4 in a Year) of SATHYABAMA to its facilities to enable them to get practical exposure.
- b. GODREJ & BOYCE may offer consultancy projects to the students and faculties of SATHYABAMA to provide a hands-on experience to the students in solving the real-time problems faced in the industries.
- c. GODREJ & BOYCE may consider internship to a limited number of students of the SATHYABAMA.
- d. GODREJ & BOYCE may arrange professional interaction between its top technical personnel and the students and faculties of the SATYABAMA by means of periodic guest lectures in the campus of the SATYABAMA for the benefit of the students.
- e. SATHYABAMA shall provide assistance for the solution and implementation of Industry specific problems through the help of its Faculty and Students in the form of consultancy services.
- f. GODREJ & BOYCE & SATHYABAMA shall organize joint seminars & conferences.
- g. SATHYABAMA shall offer the use of its facilities, labs, etc. to the benefit of GODREJ & BOYCE based on a mutually agreed terms & conditions under the strength of this MOU.

4. CONFIDENTIALITY

- a. During the period of this MOU and for a period of ten years from the date of expiry of this MOU, SATHYABAMA agrees to consider as confidential all information disclosed by GODREJ & BOYCE in written or tangible form or, if orally disclosed by its nature is reasonably identified as confidential. This

situation arises when GODREJ & BOYCE utilizes the services of SATHYABAMA in the form of technical consultancy services, consultancy projects with students, etc.

- b. The confidential information, as defined, applies to:
- Designs, specifications, technical data, documents, components, images, icons, audiovisual Components and objects, schematics, drawings, protocols, processes and other visual depictions, in whole or in part.
 - Unpatented inventions, ideas, methods and discoveries, know-how, unpublished patent applications and other confidential intellectual property.
 - The results, analysis, methodologies, outcomes /outputs in any form, from the technical consultancy Service assignments taken-up between SATHYABAMA & GODREJ & BOYCE.
 - GODREJ & BOYCE reserves the full right to use in whatsoever way deemed fit as to their wish, the results, analysis methodologies, outcomes in any form, from the technical consultancy Service assignments taken-up between SATHYABAMA & GODREJ & BOYCE.
- c. Also, SATHYABAMA agrees not to use any of the work/outcome in whole or as a part of any of the technical consultancy services assignments taken-up between SATHYABAMA & GODREJ & BOYCE for any commercial/non-commercial purposes without a written consent from GODREJ & BOYCE. It is the prerogative of GODREJ & BOYCE to accept or refuse consent to any such requests for consent.
- d. 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.

GODREJ & BOYCE shall own all rights, title and interest in its intellectual property which may be used in the performance of this MOU, including all intellectual property rights in the deliverables that is wholly developed and owned by it prior to the date of this MOU and any deliverables developed under the performance of this MOU.

Parties agree that this section 4 (Confidentiality) shall be a binding provision under this MOU.

5. 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 other kind.

6. TERM AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire in 2 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. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced to in clause 3 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

7. RELATIONSHIP

Nothing in this MOU shall be construed to make the other party a partner, an agent or legal representative of the other for any purpose.

8. ASSIGNMENT

It is understood by the Parties herein that 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 here under, either wholly or in part, to any third party.

9. COSTS OF THE MOU

Either party will not have any financial obligation to each other under this MOU. This is a pure form of Academic and industry co-operation for achieving higher level of excellence for the respective party and for the welfare of the society.

10. DISPUTE RESOLUTION, GOVERNING LAW, JURISDICTION

Dispute Resolution: If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this MoU (whether before or after the termination or breach of this MoU) the concerned representatives of the Parties shall promptly and in good faith negotiate with a view to an amicable resolution and settlement of the dispute. In the event no amicable resolution or settlement is reached within a period of thirty (30) days, such dispute or difference shall be referred to a sole arbitrator to be appointed with mutual consent of the Parties. Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereof. The arbitration proceedings shall be held at Mumbai and language shall be English. The cost of arbitration shall be borne by Parties equally.

The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this MOU. It is agreed that the arbitrators shall also determine and make an award as to the costs of the arbitration proceedings. Notwithstanding anything contained herein, the Parties shall have a right to institute legal proceedings to prevent any continuing breach of the provisions of this MOU to seek an injunctive or any other specific relief

Jurisdiction: Subject to the above clause, the Courts of Mumbai, shall have the exclusive jurisdiction to adjudicate upon any or all disputes arising out of or in connection with this MOU.

Governing Law: This MOU and the rights and obligations thereunder shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

11. 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 (MOU) to be executed, effective as of the day and year first above written.

SATHYABAMA hereby appoints Dr. G .Arunkumar, Head, Department of Mechanical Engineering, to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

For **M/s. Godrej & Boyce Manufacturing Co. Ltd.,**

Signature: _____

Name: **Mr. Vikas Choudaha**

Designation: **Senior Vice President & Business Head– Godrej Storage Solutions**

Date: _____



For **Sathyabama Institute of Science and Technology**

Signature: _____

Name: **Dr. T. Sasipraba**

Designation: **Vice Chancellor**

Date: _____

Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiar Nagar, Rajiy Gandhi Salai,
Chennai- 600 119.