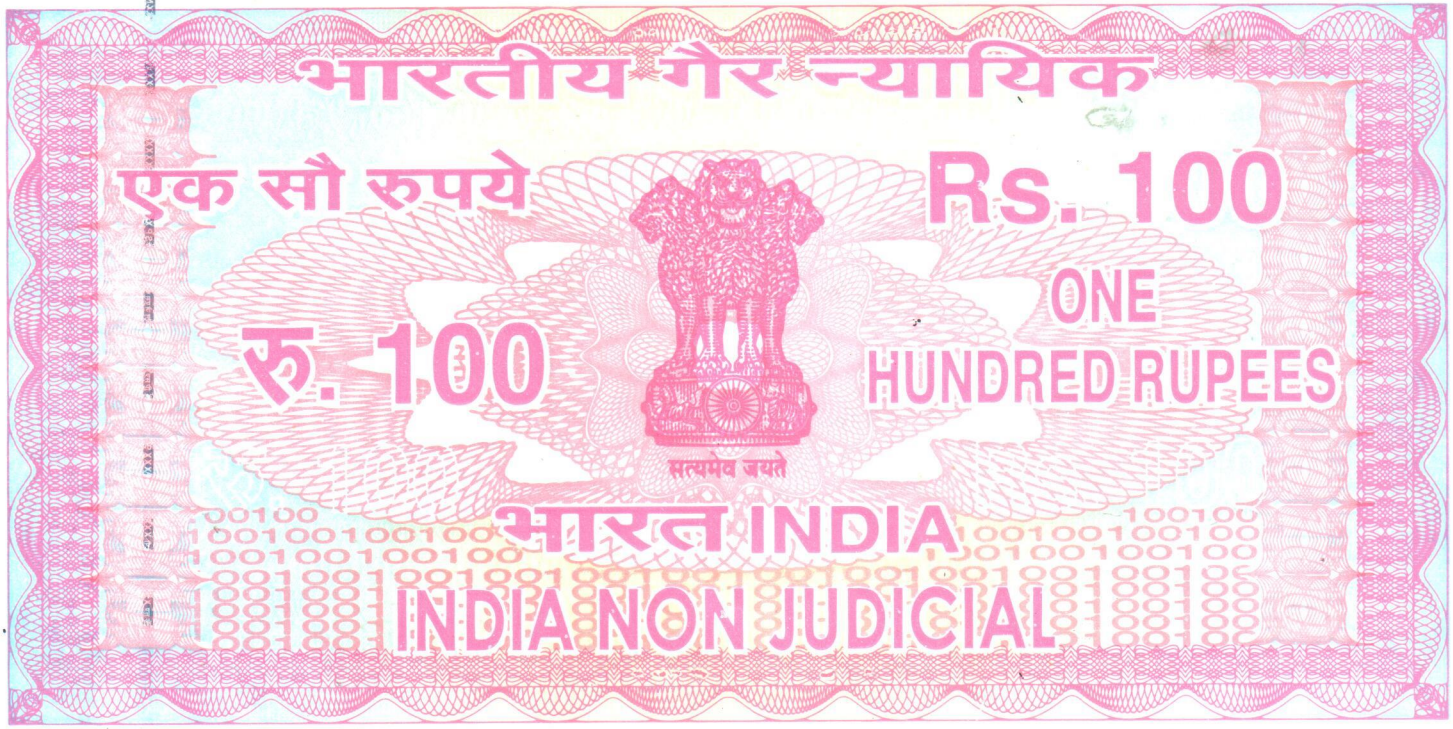




தமிழ்நாடு தமில்நாடு TAMILNADU

13 MAR 2022

Sathyabama Institute of
Science and Technology.
Chennai

CP 434133
K. DHINESH BABU
STAMP VENDOR
License No: 23/CH (S) 2010 dt. 28.02.2011
Sholinganallur, Chennai-600 119.
Cell: 9841417992

**TAMIL NADU URBAN FINANCE AND INFRASTRUCTURE
DEVELOPMENT CORPORATION LTD**

(A Government of Tamil Nadu Undertaking)

TUFIDCO Powerfin Towers, 490/1-2, Anna Salai, Nandanam,
Chennai, Tamil Nadu 600035

MEMORANDUM OF UNDERSTANDING

This Memorandum of Undertaking (MoU) entered into on this 04th day of March Two Thousand Twenty Two at Chennai.

BETWEEN

“TAMIL NADU URBAN FINANCE AND INFRASTRUCTURE DEVELOPMENT CORPORATION LTD (TUFIDCO), A Government of Tamil Nadu undertaking, registered under Companies Act, 1956 and having its registered office at TUFIDCO Powerfin Towers, 490/1-2, Anna Salai, Nandanam, Chennai, Tamil Nadu 600035” herein after called the CORPORATION (Which expression wherever occurs means and includes it’s successors, assigns, heirs, legal representatives. Executors, Administrators and Transferees) of the FIRST PART

[Handwritten signature]



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Dr. K.S. MUTHUPANDIAN
GENERAL MANAGER
TAMIL NADU URBAN FINANCE &
INFRASTRUCTURE DEVELOPMENT CORPORATION
(A Govt. of Tamil Nadu undertaking)
No.490/1-2, Anna Salai, Nandanam, Chennai - 600035

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, (SIST) herein after called **SECOND PART** (Which expression wherever occurs means and includes it's successors, assigns, heirs, legal representatives. Executors, Administrators and Transferees).

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To Promote Academic and Industry interaction between SIST and TUFIDCO in mutually beneficial areas.
- b. To build a Web site for TUFIDCO, deploy, maintain and update whenever required. Web application with content management system.
- c. Build modules for interaction between TUFIDCO and its clients for monitoring fund allotment, utilization and status update.
- d. The employees of TUFIDCO can pursue their higher studies (Post Graduation / PhD) in SIST either through Part Time / Online and Distance Learning / Regular mode as per the norms, fee as applicable and should meet the minimum eligibility criteria.

2. PROPOSED MODES OF COLLABORATION

SIST and TUFIDCO propose to collaborate through the following means.

- a. TUFIDCO may offer consultancy projects to the students and faculties of College/ SIST to provide a hands-on experience to the students in solving the real-time problems faced in the urban local bodies.
- b. TUFIDCO may consider internship to a limited number of students of the SIST.
- c. SIST may invite for professional interaction between TUFIDCO's top personal and the students and faculties of the SIST by means of periodic guest lectures in the campus of the institute for the benefit of the students.
- d. SIST shall provide assistance for the solution and implementation of Urban Local Bodies specific problems through the help of its Faculty and Students in the form of consultancy services.
- e. SIST shall offer the use of its facilities, labs, etc. to the benefit of TUFIDCO based on a mutually agreed terms & conditions under the strength of this MOU.
- f. SIST shall offer Quality Improvement Programmes (QIP) for TUFIDCO employees based on the requirement and availability of resources.

3. CONFIDENTIALITY

- a. During the period of this MOU and for a period of ten years from the date of expiry of this MOU, SIST agrees to consider as confidential all information disclosed by TUFIDCO in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential. This situation arises when TUFIDCO utilizes the services of SIST 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, audio visual 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.



Dr. K.S. MUTHUPANDIAN
GENERAL MANAGER
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- Third-party confidential information included with, or incorporated in, any
- Information provided by TUFIDCO
- The results, analysis, methodologies, outcomes /outputs in any form, from the technical consultancy Service assignments taken-up between SIST & TUFIDCO.

c. TUFIDCO 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 SIST & TUFIDCO.

d. Also, SIST 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 Institute of Science and Technology & TUFIDCO for any commercial/non-commercial purposes without a written consent from TUFIDCO. It is the prerogative of TUFIDCO to accept or refuse consent to any such requests for consent.

e. 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.

4. 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. 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.

5. TERMS AND TERMINATION

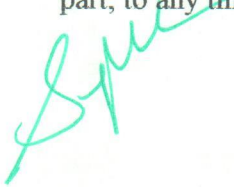
This MOU, unless extended by mutual written agreement of the parties, shall expire in 2 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally 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.

6. RELATIONSHIP

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

7. 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.





Dr. K.S. MUTHUPANDIAN
 GENERAL MANAGER
 TAMIL NADU URBAN FINANCE &
 INFRASTRUCTURE DEVELOPMENT CORPN. LTD.
 (A Govt. of Tamil Nadu undertaking)
 No.490/1-2, Anna Salai, Nandanam, Chennai - 600 035.

8. 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.

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 signed 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.

SIST hereby appoints 1) Dr. S. Murugan, Professor, Department of Computer Science and Engineering, School of Computing, SIST and 2) Dr. J Albert Mayan, Associate Professor, Department of Computer Science and Engineering, School of Computing, SIST to co-ordinate and oversee all assignment between the parties pursuant to this MOU.

TUFIDCO will have Dr R Murugan, Deputy General Manager, TUFIDCO as focal point and he will appoint suitable co-ordinators as and when required, from the group companies to execute the work under the context of this MOU.

Signed by

Thiru Dr K.S.MUTHUPANDIAN,

GENERAL MANAGER,

For and on behalf of the

TAMIL NADU URBAN
FINANCE AND
INFRASTRUCTURE
DEVELOPMENT
CORPORATION LTD
(TUFIDCO)

.../.../.....

Witness:

1.

Dr. R. MURUGAN
DEPUTY GENERAL MANAGER
TAMIL NADU URBAN FINANCE &
INFRASTRUCTURE DEVELOPMENT CORPN. LTD
(A Govt. of Tamil Nadu Undertaking)
No.490/1-2, Anna Salai, Nandanam, Chennai - 600 035.

Signed by

TMT. Dr. T.SASIPRABA
VICE CHANCELLOR,

For and on behalf of the

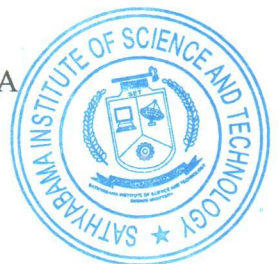
Sathyabama Institute of
Science and Technology
(SIST)

.../.../.....

Witness:

1.

Dr.S.S.RAO, M.B.A., Ph.D.,
REGISTRAR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



ANNEXURE

Further for developing software the following study has to be undertaken and its stages are given below:

1. Study the existing schemes (KNMT & Singara Chennai 2.0 and other schemes)
2. Develop a Web based model "TUFIDCO – Schemes".
3. Creation a dynamic Web page.
4. Provision of Credentials for admin and ULBs.
5. Data Transfer and Upload from the existing process to the new Web based model.
6. Generation of various reports along with dashboard feature to monitor the progress of the scheme
7. Deployment of developed model into the Cloud Platform and to carry out the testing in an exhaustive manner
8. Domain maintenance using secured service
9. Maintenance and upgradation of software
10. To incorporate future requirements of existing and new schemes
11. Graphical representation of data
12. Development of Mobile App after completion of the Web based environment
13. To Train TUFIDCO Officials/Staff members in operating Software.



Dr. K.S. MUTHUPANDIAN
GENERAL MANAGER
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