

Memorandum of Understanding (MOU)

Between

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING

Innovation Park, Panchawati Rd, Mansarovar,
Panchawati, Pashan, Pune,
Maharashtra 411008
Tel.: 020 - 25503100/101/102
Fax: 020 - 25503131
E-mail: acts@cdac.in

And

Sathyabama University

Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.
Tamilnadu, INDIA.

MoU between Sathyabama University, Chennai and C-DAC, Pune



**Memorandum of Understanding (MOU) for Collaboration in R&D of
mutual interest and High End IT Training programs**

This MOU is entered and executed into on this 7th day of July Two Thousand
Seventeen at Pune

BY AND BETWEEN

Sathyabama University, established in the year 1987 ((Established under section 3 of the UGC Act, 1956)) having its registered address at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, INDIA. (hereinafter referred to as "Sathyabama University") (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors or permitted assignees, as the case may be).

.....party of the first part,

AND

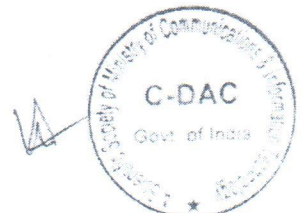
C-DAC, Pune, a constituent unit of Centre for Development of Advanced Computing, a Scientific Society of the Ministry of Electronics & Information Technology, Government of India, registered under the Societies Registration Act of 1860 and the Bombay Public Trust Act of 1950 and having its registered Office at Pune University Campus, Pune 411 007, (hereinafter referred to as "C-DAC") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

.....party of the second part

C-DAC and Sathyabama University hereinafter referred collectively as "Parties" and separately as a "Party".

MoU between Sathyabama University, Chennai and C-DAC, Pune

Red
PROVISED FOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



WHEREAS C-DAC has, after being set up as India's National Initiative for the development of indigenous supercomputing technology diversified into multiple areas of Information Technology, more particularly in Grid Computing, High Performance Computing, Communication, Expertise in Scientific Computing like Bio-informatics, Seismic Data Processing, Computational Fluid Dynamics, Computational Structural Mechanics, Evolutionary Computing, Computational Atmospheric Sciences, and Computational Chemistry. Besides these, C-DAC has also gained significant edge in areas of Natural Language processing/Language technology, Cyber Security, Embedded Systems, Broadband and Wireless, GIS, Multimedia and Digital Library, e-Governance and Training/Education.

'WHEREAS' Sathyabama University is a deemed university which functions as per the norms of University Grants Commission, Government of India. It aims to provide instructions and research facilities in various disciplines of Engineering, Science and Technology, Management, Social Sciences, Design, Law and Humanities course and Design for advance learning and dissemination of knowledge.

AND WHEREAS the mission of Sathyabama University, Chennai is to produce creative, competitive and innovative human resource with high intellect and ethical values.

AND WHEREAS Sathyabama University, Chennai has established itself as a leader in the region in engineering education, and now offers 27 programmes at UG level and 41 programmes at PG level in all disciplines of Engineering, Science and Technology, Management, Social Sciences, Design, Humanities and also involve in design for advance learning and dissemination of knowledge.

AND WHEREAS Sathyabama University, Chennai expressed its desire to work together in Education and Training to offer collaborative M.E/M. Tech programmes in advanced ICT, conduction of C-DAC certificate and Diploma courses for their registered students and participate in National skill development initiative along with C-DAC. After mutual consultations and agreement the details of admission procedure, course content and its

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



delivery, evaluation schemes, financial implications etc. will be decided and executed vide separate written agreements. In furtherance of the objective set up in this MoU both parties will decide to honor following terms & conditions.

1.0 Scope of MoU:

AREAS OF COLLABORATION

1. Collaboration in Research & Development
2. Collaborative Masters' Programmes
3. Integrated Diploma / Certificate Programmes

2.0 Objectives of MoU

- 2.1 The prime objective of this MoU is to develop skilled manpower on the specialised domain of ICT and conduct joint research and technological development in futuristic areas.
- 2.2 Promote research and educational interaction between C-DAC and Sathyabama University for advancement in Information & Communication Technology (ICT) and related areas leveraging on expertise of both the parties.
- 2.3 Both parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.
- 2.4 C-DAC and Sathyabama University may collaborate on the Research and Development projects in the areas where experts are available at both the places. For each of the project a separate agreement needs to be signed.

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiyarr Nagar, Rajiv Gandhi Salai,
Chennai - 600 119



3.0 Collaborative Masters' Programmes

3.1 Responsibility of C-DAC ACTS, Pune

- 3.1.1 To provide expertise in designing and formulating the course structure and syllabus on mutually agreed domains/technologies in consultation with the University. This can be modified and finalised as per the needs of the programme based upon mutual consultation and agreement and the finalisation of the programme shall be done by the joint committee of C-DAC and University.
- 3.1.2 Experts / faculty of C-DAC shall deliver lectures on mutually agreed technologies and schedule. Students of Master's programme enrolled at Sathyabama University shall come to C-DAC for one week after first semester for orientation program. Students shall be responsible for their expenditure.
- 3.1.3 To appoint one faculty member designated as Program Coordinator, and one Lab faculty per course who should be available throughout the course and responsible for smooth implementation of activities entrusted on C-DAC.
- 3.1.4 To conduct internal examination as per the guidelines of Sathyabama University.
- 3.1.5 C-DAC and Sathyabama University shall enrol students as per mutually agreed criteria and number of students. During the second year of masters' program all students are allowed to carry out research and dissertation work at C-DAC labs. Such internship / dissertation / research work / course will be done by student's upto maximum of twelve months.

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiyaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



3.1.6 To provide guidance required for internship and dissertation as per Guidelines of C-DAC and Sathyabama University. However the project /research work shall be carried out under joint supervision of guides nominated by C-DAC and Sathyabama University. Both will evaluate the performance and certify project completion. If some students of Sathyabama University desire to repeat internship (as a failed student), C-DAC may consider whether upon such requests if C-DAC can accommodate them at additional fees of final semester, such requests shall be forwarded after recommendation by Sathyabama University to C-DAC for consideration.

3.1.7 Sathyabama University acknowledges and agrees that C-DAC shall not be responsible/ liable to any student / parents / citizen / other person for any demands / claims / actions / suits etc. arising out in connection with the performance of students.

3.2 Responsibility of University

3.2.1 To publish and pay for advertisements, promotion and marketing activities for the Masters' Programs as per the norms and guidelines of Sathyabama University, bear all the expenses incurred on these activities. However, the design and contents of any public announcement of advertisement for these courses shall be decided mutually by parties in writing.

3.2.2 To initiate, conduct and complete admissions process such as entrance test, interview, payment etc shall be regulated by Sathyabama University. Sathyabama University shall also set qualifying evaluation and examination criteria for the award of degrees. Sathyabama University shall share the list of total

MoU between Sathyabama University, Chennai and C-DAC, Pune


SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



admitted students to C-DAC one week prior to the commencement of courses.

3.2.3 To make available resources in terms of adequate Infrastructure viz. computers, internet connectivity, lab equipments, Class Room / Lab Space, uninterrupted power supply etc. Suitable academic and environmental conditions to conduct the courses. C-DAC may guide Sathyabama University staff upon request for the setting up of the laboratory and training setup at Sathyabama University on the areas of Joint Master's Programmes.

3.2.4 Sathyabama University shall upgrade and maintain entire Infrastructure including computing facilities UPS, etc., and required environment from time to time.

3.2.5 The tuition and other fees / charges for these courses shall be prescribed by Sathyabama University from time to time with the concurrence of C-DAC. Sathyabama University shall collect the fees of these courses as per their guidelines / instructions. Sathyabama University shall have all legal, financial or any other liability and responsibility towards the students of these Masters programmes. If any liability arising out of such cases shall be borne by the Sathyabama University.

3.2.6 After collecting the fees, Sathyabama University shall forward the agreed share of C-DAC Advanced Computing Training School (ACTS) as per the norms and guidelines of fees sharing for starting the Masters Programmes. In the event the fees are collected by the Sathyabama University and the agreed share of C-DAC is not remitted to C-DAC within agreed time-limit, then C-DAC shall have

MoU between Sathyabama University, Chennai and C-DAC, Pune


SATHYABAMA UNIVERSITY
(Established under section 3 of the UCC Act, 1956)
Jepplaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



no legal, financial or any other liability and responsibility towards the students or for conducting course/tests, and certifying them.

3.2.7 To conduct external examination and award of degrees to successful students.

3.2.8 To defend/initiate and settle any action/claim/demands/suit made by student/parent/citizen/any other person or on their behalf against Sathyabama University. Sathyabama University agrees that C-DAC shall not be responsible for intake / absorption of students in respect of courses imparted by C-DAC faculty. C-DAC's responsibility is limited only to provide expertise in designing and formulating the course structure and syllabus, and its delivery on mutually agreed domains / technologies.

3.2.9 Student enrolment is subject to maximum number of 60 (sixty) students at Sathyabama University for each Masters programme designed with help of C-DAC. The minimum number of participants for each Masters programme shall be 18 (eighteen) for feasibility of conducting the programme. However both parties will review the situation batch wise and decide any deviation in number of students.

3.2.10 During the project / research work at C-DAC, students will have to sign a Non Disclosure Agreement (NDA) as well as Intellectual Property (IP) generated through the research work shall be jointly owned by C-DAC and Sathyabama University. The co-guide from Sathyabama University will also be required to sign NDA with C-DAC. The same shall be applicable in case of external examiner for thesis evaluation.

MoU between Sathyabama University, Chennai and C-DAC, Pune


VICE-CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



3.2.11 Sathyabama University shall provide local conveyance to C-DAC Officers and Expert Faculty.

3.2.12 Accommodation required for C-DAC faculty members who are coming for conducting lectures shall be arranged by Sathyabama University. University may support for the accommodation of the experts deputed by C-DAC at the University.

4.0 Joint Responsibility

- 4.1 To decide on number of programmes, curriculum, eligibility criteria, admission process, student intake in each course and fees to be charged from students etc.
- 4.2 To formulate the programme structure and syllabi of the courses to be taught in the said PG programmes and identify faculty from both institutions and industry as well for delivering the content of the programmes smoothly including the lab and project work. The delivery process shall be decided on mutual consultations for every batch.
- 4.3 Ensure direct interface with one another without involving any external agency or specialists.
- 4.4 Both the parties should work towards building up excellent working relationship of enduring type rather than for only immediate benefits.
- 4.5 Both the parties shall take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.

MoU between Sathyabama University, Chennai and C-DAC, Pune


SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119



5.0 Integrated Diploma and Certificate Courses:

C-DAC and Sathyabama University have jointly agreed for imparting education & training programmes in ICT and related services in the approved premises of Sathyabama University on C-DAC's terms and conditions. List of courses are attached as per annexure A. However joint committee shall decide to include or delete the courses from the approved course of C-DAC.

5.1 As per the industry requirements and mutual understanding, additional courses can be designed and deployed with addendum to the current MoU. Syllabus of the courses is enclosed herewith individually for reference.

6.0 Collaboration in Research and Development

6.1 Responsibilities of C-DAC

- 6.1.1 To provide relevant documents and training if owned and opportunity available with C-DAC on a project-by-project basis to Sathyabama University personnel to enable them to work on specific R&D projects.
- 6.1.2 To make available requirements, design and other documents in a mutually agreed standard format for the Research & Development activity entrusted to Sathyabama University.
- 6.1.3 To provide domain inputs for Research & Development which Sathyabama University shall use as per Guidelines of C-DAC.

6.2 Responsibilities of Sathyabama University

- 6.2.1 To bear all expenses such as to provide infrastructure, computing environment, manpower requirements and other facilities as per

MoU between Sathyabama University, Chennai and C-DAC, Pune


PROFESSOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



requirements of different joint R & D projects carried out at Sathyabama University campus.

- 6.2.2 To ensure timely and quality delivery of the project work entrusted by C-DAC.
- 6.2.3 To make available sufficient & proper resources and adequate personnel required for completing the activities accepted.
- 6.2.4 While appointing the required personnel for joint projects, preference should be given to the deserving C-DAC and Sathyabama University students.

6.3 Joint Responsibilities

- 6.3.1 To identify the team, time frame and the cost for a particular project activity. The default span of such a team and other associated arrangements will be one year or project duration.
- 6.3.2 Both the parties to demonstrate synergy of efforts.
- 6.3.3 Both parties to work as a team on joint enterprises.

7.0 Establishment of C-DAC Indigenous Supercomputer in a Box - PARAM Shavak for high performance computing and deep learning for engineering study, research and development using computational science and deep learning techniques for the benefit of faculty, research scholars and students – both UG and PG.

8.0 Joint Committee

8.1 A joint Committee shall be formed consisting of members of C-DAC and Sathyabama University. The programme Coordinator shall be part of the joint committee.

8.2 C-DAC nominates the following members to be part of the joint committee

- a. Shri Aditya Kumar Sinha, Joint Director, C-DAC, ACTS

MoU between Sathyabama University, Chennai and C-DAC, Pune

 **PRO-CHANCELLOR**
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



Email : saditya@cdac.in Tel.: +91 20 25503155

b. Ms. Vaishali Maheshkar, Senior Technical Officer, ACPM

c. Ms. Vineeta Tiwari, Senior Technical Officer, ACPM

Email: vineetat@cdac.in Tel. :+91 20 25503166

d. Mr. Parimal Wagh, Senior Admin Officer, C-DAC ACTS

Email: parimalw@cdac.in Tel.: +91 20 25503136

8.3 Sathyabama University nominates the following members for the joint committee

a. Dr. Mariazeena Johnson, Pro chancellor, Sathyabama University

Tel. :+91 044 24503151

b. Dr. Marie Johnson, Vice President, Sathyabama University

Tel. :+91 044 24503151

c. Dr. K. V. Narayanan, Vice Chancellor, Sathyabama University

Email: vc@sathyabamauniversity.ac.in Tel. :+91 044 24503151

d. Dr. S. Karthikeyan, Technological Development Head, Sathyabama University

Email: skarthi1879@gmail.com Tel. :+91 044 24503151

9.0 Financial Aspects

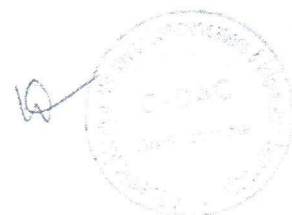
9.1 The fees for the programmes would be fixed on mutual consultations guided by SATHYABAMA UNIVERSITY and C-DAC norms from time to time.

Courses	Fees per student	C-DAC share(%) of course fee	University Share(%) of course fee
M.E / M.Tech	2.5 Lakhs+taxes	60%	40%
Diploma	90,000+taxes		
Certificate	30,000+taxes		

9.2 The sharing of fees: CDAC shall receive 60% of the fees and the share of fees for SATHYABAMA UNIVERSITY shall be 40% inclusive of tax liabilities, if any. The course fees share to be transferred to C-DAC within one month of the receiving of the fees from the students.

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



9.3 All INR payments shall be made by Sathyabama University through demand draft of a nationalized Bank drawn in favor of C-DAC and payable at Pune or online mode.

9.4 Collaboration in R&D: The quantum and areas of R&D interest will be worked out based on the detailed scope of work on case to case basis and timelines of deliverables. Financial terms will be shared during actual allocation of R&D work.

10.0 Confidentiality

10.1 Any confidential information received by either party, under and by virtue of this MoU, shall be maintained in the strictest confidence and trust.

10.2 In the event of any of the parties become legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the Confidential Information only to the extent that is legally required of it and no further.

11.0 Intellectual Property Rights

11.1 All existing IP of C-DAC shall be owned by C-DAC and existing IP of Sathyabama University shall be owned by Sathyabama University.

11.2 The Intellectual Property Rights in respect of all the joint efforts of C-DAC and Sathyabama University in the design and development of solutions for any project shall be shared by both the parties.

MoU between Sathyabama University, Chennai and C-DAC, Pune


SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



11.3 However, design and development of part of the project, which is done separately by C-DAC and Sathyabama University, concerned party shall retain its Intellectual Property Rights.

11.4 For new IP generation, if the IP is generated by Sathyabama University, it will be owned by Sathyabama University only. If any IP is generated by C-DAC it will be owned by C-DAC only. For new IP generation jointly, a separate written agreement will be initiated with mutual consent by both the parties.

11.5 It is expressly stated by C-DAC, and agreed by Sathyabama University, that all the intellectual property rights, to and in the course content, course name, syllabus, methodology, assignments, question papers, website content, design/ development work entrusted to C-DAC for conducting C-DAC ACTS Training Program at Sathyabama University are the exclusive intellectual property of C-DAC. However, if the same design/development work is done jointly by C-DAC ACTS and staff of Training centre, then intellectual property is shared between both the parties to the extent of their respective contribution. If the course content, course name, syllabus, methodology, assignments, question papers, website content are designed/ developed solely by the personnel of Sathyabama University, then that becomes intellectual property of the Sathyabama University.

11.6 While Sathyabama University will have the required access to the efforts of C-DAC referred to above, it shall not allow any other party any access to the packages developed and delivered by C-DAC, Pune.

11.7 Employees / Consultants / Project Associates appointed / engaged / hired for such projects shall be Employees / Consultants / Project Associates of Sathyabama University and not of C-DAC. C-DAC shall not be responsible / liable for any claims / demands / dues/ compensations arising out of any incident / accident / death / injury / event/ terminations / dismissal / retirement etc. under any laws, rules, regulations, notifications etc.

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaur Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



11.8 Parties shall not do any such thing as would diminish or dilute the distinctiveness, validity, quality and standard of intellectual property of C-DAC and Sathyabama University to the detriment of each other's name and interest and prejudice its confidentiality.

12.0 Mutual Obligation

12.1 This collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in the MOU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.

12.2 Each Party shall meet the expenses between them as mutually agreed.

12.3 Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trade mark, symbol or designation belonging to the other, without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.

12.4 Both Parties shall maintain confidentially about any information, course material, plan, discussion, strategies or any material, which shall be deemed to be confidential and marked accordingly. Any information, course material or like in the public domain shall not be part of this commitment.

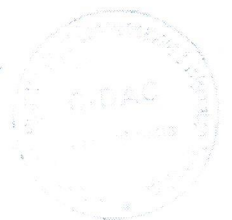
13.0 Other Conditions:

13.1 This MOU represents the understanding between Sathyabama University and C-DAC with regard to Master's Programmes and Integrated Diploma and Certificate courses only and supersedes any other MoU except the one signed for overall co-operation earlier.

13.2 No amendments or modification of the MOU shall be valid unless same is made in writing and signed by both the parties. The modifications/ changes

MoU between Sathyabama University, Chennai and C-DAC, Pune


SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jepplaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



shall become part of the MOU from the date on which they are made/ executed, unless otherwise agreed to.

14.0 COMMUNICATION / NOTICE

Any communication or notice or intimation shall be addressed to the nodal contacts of the respective parties and sent to the registered address. E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

Nodal contacts are:

Contact Person for C-DAC: Aditya Kumar Sinha

Designation: Joint Director

E-mail ID: saditya@cdac.in

Contact Number: 020 25503155

Office Address: C-DAC Innovation Park, Panchawati, Pashan, Pune,
Maharashtra 411008

Contact Person for Sathyabama University:

Name: Dr.S.Karthikeyan

Designation: Technology Development Head

Email: skarathi1879@gmail.com

Contact: 9500412034

Address: Department of ECE, rajiv Gandhi salai,
Jeppiaar nagar, sathyabama university, Chennai – 600119.

15.0 CONFIDENTIALITY AND NON-DISCLOSURE

15.1 Any information, software/ hardware material, product specifications, designs, financial, technical information, documents etc.; which is not in public domain shall be deemed to have been in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

15.2 The material shall be treated as confidential for a period of 4 years after this MOU comes to an end or as agreed from time to time in writing.

MoU between Sathyabama University, Chennai and C-DAC, Pune


SATHYABAMA UNIVERSITY
(Established under section 3 of the UCAA, 1966)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



16.0 FORCE MAJEURE

Neither party shall be responsible or liable for any failure to perform any of the terms and conditions of the present MoU, due to unforeseen circumstances or causes beyond the reasonable control of either party, including but not limited to acts of God, War, Riot, Embargoes, Acts of Civil or Military actions, Fires, Floods, Accidents, Terrorist Activities, Strike, Quarantine, Civil Commotion, Action of Government in its sovereign capacity or Shortage of Transportation, facilities, fuel, energy, labour or materials. In the event of any such delays, delivery date for a period equal of the time of such delay may be decided on mutual understandable basis. If force majeure continues beyond six months, the parties will then decide the future course of action.

17.0 EFFECTIVE DATE AND DURATION OF THE MOU

This MOU shall be effective from the date of signing and remain valid for a period of four years and shall be valid till 6th July 2021

The validity of the MOU may be extended by an agreement in writing and signed by both the parties.

18.0 ARBITRATION

In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such dispute or difference is not resolved within 30 days, then the unresolved dispute or difference shall be referred to the sole arbitrator appointed mutually by Director General / Executive Director, C-DAC, Pune and Vice Chancellor, Sathyabama University, Chennai. If parties do not agree upon sole arbitrator, then each party will appoint its arbitrator and arbitrators so appointed will appoint an umpire and the Arbitral Proceedings will be conducted by Bench of Arbitrators. The Arbitration proceeding shall be conducted as per the provisions of Arbitration and Conciliation Act 1996. The decision of the Arbitrators shall be final and binding upon parties to the dispute. The venue of arbitration proceeding shall be Pune. The language of arbitration shall be English. The

MoU between Sathyabama University, Chennai and C-DAC, Pune


SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide.

19.0 GOVERNING LAW AND JURISDICTION

The parties hereby agree that Courts in Pune shall have exclusive jurisdiction to the exclusion of all other Courts and Forums who may have jurisdiction, to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act, and shall be governed by laws of India. However, for any claim/action / demand made by any student / faculty / associate / supplier arising out of or in relation to course delivery, quality / teaching expertise / expression / manner/ behaviour of faculty, infrastructure & computing facilities and all other matters / issues / disputes except course material contents, Sathyabama University alone & not C-DAC shall be liable / responsible.

20.0 TERMINATION OF MOU

The MOU can be terminated by either party by giving a written notice of three calendar months in advance to be issued through registered post. The notice is to enable the parties hereto to assess the monetary impact and such other related factors impinging on the interests of the both the parties by mutual consent. Termination will be effective, subject to honouring of any Financial/ Academic / Technical/ Administrative and other Commitments till the date and receipt of notice of termination.

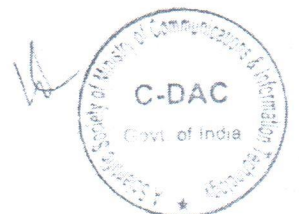
Upon receiving notice of termination of this MOU served by Sathyabama University, for whatever cause, Sathyabama University shall make payment of all money due to C-DAC after taking into account amounts previously paid.

21.0 LIMITATION OF LIABILITY

C-DAC/ Sathyabama University shall not be responsible and liable for any direct, indirect, consequential, remote loss/ damage of any kind including but not

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



limited to loss of data, loss of goodwill, loss of profits, loss of business, loss of opportunities, loss of health, loss of reputation etc, even if C-DAC/ Sathyabama University has been advised of the possibility of such damages, if the same is unintentional and beyond control.

22.0 INDEMNIFICATION

Sathyabama University agrees to indemnify and keep indemnified C-DAC, its authorized representatives, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of Sathyabama University or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by Sathyabama University of any applicable law, or regulation or order. SATHYABAMA UNIVERSITY will consider whatever is mentioned in the MoU, but will not take care of anything beyond that.

Similarly, C-DAC agrees to indemnify and keep indemnified Sathyabama University, its authorized representatives, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of C-DAC or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by C-DAC of any applicable law, or regulation or order. C-DAC will consider whatever is mentioned in the MoU, but will not take care of anything beyond that.

23.0 RELATIONSHIP BETWEEN THE PARTIES:

Nothing in this MOU shall constitute, create or give effect or recognize a joint venture, partnership or business entity of neither any kind nor any legal claim on one another. The Parties shall at all-time stand in relation to each other as

MoU between Sathyabama University, Chennai and C-DAC, Pune

 **PRO-CHANCELLOR**
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



independent contractors. Neither of the Parties shall hold itself out to any third party as being the agent of the other or have the authority to bind the other Party without the prior written approval of that Party in each and every case or accept any liability whatsoever for activities of the other Party.

24.0 ASSIGNMENT & TRANSFER

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party. However, Sathyabama University agrees and acknowledges that C-DAC can collaborate/outsources/subcontract some components/parts of some of its works. SATHYABAMA UNIVERSITY shall have any objection to any such arrangement by C-DAC with third parties.

25.0 NON WAIVER

The failure or neglect by either of the parties to enforce any of the terms of this MoU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

26.0 SEVERABILITY

The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of this MOU and that shall continue in full force and effect except for any such invalid and unenforceable provision.

27.0 ENTIRE MOU

This MOU represents the entire understanding between the Parties and supersedes any and all understanding either oral or written hitherto with respect to the subject matter of agreement.

28.0 HEADINGS

Headings of particular Sections are inserted only for convenience and are not to be used to define limit or construe the scope of any term or provision of this MOU.

MoU between Sathyabama University, Chennai and C-DAC, Pune


PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaer Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



This MOU has been executed in two counterparts, each of which has been retained by Sathyabama University, Chennai and the other by C-DAC and each of which shall be deemed to be an original. Both copies shall constitute valid MoU.

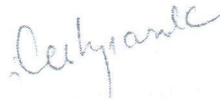
In witness whereof, the parties hereto have signed this MOU on the day, month and year mentioned herein before.

Parties:

For and on behalf of
Sathyabama University, Chennai

For and on behalf of
C-DAC, Pune


Signature


Signature

Name: Dr. Mariazeena Johnson
Designation: Pro Chancellor
Sathyabama University

Name: Ravindra Yashwant Deshpande
Designation: Director (Admin & Legal)
Head (Administration) C-DAC, Pune

PRO CHANCELLOR
SATHYABAMA UNIVERSITY
(Established under section 3 of the UGC Act, 1956)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.



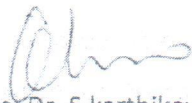
Witnesses (Name & address):



1. Name: Dr. K.V. Narayanan
Designation: Vice Chancellor
Sathyabama University



1. Name: Mita Karajagi
Designation: Associate Director & HoD, ACTS
C-DAC, Pune.



2. Name: Dr. S. Karthikeyan
Designation: Technology
Development Head
Sathyabama University



1. Name: Aditya Kumar Sinha
Designation: Joint Director, ACTS
C-DAC, Pune.