



தமிழ்நாடு தமில்நாடு TAMIL NADU

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8 DEC 2017

Sathyabama Institute of
Science & Technology
Chennai

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P. லாஸர் (SV)

1/213, சீவகு தெரு, விடுதலை நகர்
ச. குளத்தூர், சென்னை-600 129.
L-9581/அ1/2000, டி : 98414 55145

MEMORANDUM OF UNDERSTANDING

BETWEEN

SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai,
Tamil Nadu -600 119, India

and

INDIA PISTONS LTD.,
Huzur Gardens, Sembiam, Chennai- 600 011.

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY a Private
Deemed to be University Established under Section 3 of UGC Act, 1956, located at Jeppiaar
Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai, Tamil Nadu, India, herein after called as

SATHYABAMA represented by Dr. Mariazeena Johnson, Pro Chancellor and M/s India Pistons Ltd., herein after called as IPL represented by Mr. Gautam Venkataramani, Whole Time Director wish to enter into this **Memorandum of Understanding (MOU)** on this day 31st July 2018. This Memorandum of Understanding (MOU) shall be in force for a duration of 5 years from this date of signing.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To Promote Academic and Industry interaction between SATHYABAMA and IPL in mutually beneficial areas.
- b. To provide a training in existing technology and practices in industry for the students of SATHYABAMA by IPL
- c. Knowledge sharing and Demonstrating about cutting edge and emerging areas of technology for further implementation to solve problems in new technology sensitive areas by SATHYABAMA and Students to IPL.

2. PROPOSED MODES OF COLLABORATION

University and IPL propose to collaborate through the following means.

- a. IPL may offer periodic field visit to students (maximum of 4 in an Year) of College/SATHYABAMA to its facilities to enable them to get practical exposure.
- b. IPL may offer consultancy projects to the students and faculties of College/SATHYABAMA to provide a hands-on experience to the students in solving the real-time problems faced in the industries.
- c. IPL may consider internship to a limited number of students of the SATHYABAMA.
- d. IPL may arrange professional interaction between it's top technical personal and the students and faculties of the University by means of periodic guest lectures in the campus of the institute for the benefit of the students.



- e. SATHYABAMA may 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. IPL & SATHYABAMA may organize joint seminars & conferences.
- g. SATHYABAMA may offer the use of its facilities, labs, etc to the benefit of IPL based on a mutually agreed terms & conditions under the strength of this MOU.

3. 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 IPL Group of Companies 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 IPL Group of Companies 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.
 - third-party confidential information included with, or incorporated in, any
 - information provided by IPL
 - the results, analysis, methodologies, outcomes /outputs in any form, from the technical consultancy Service assignments taken-up between SATHYABAMA & IPL.
- c. IPL 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 & IPL

- d. 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 & IPL for any commercial/non-commercial purposes without a written consent from IPL. It is the prerogative of IPL to accept or refuse consent to any such requests for consent.
- e. The obligations above may 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 may 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 may 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, may 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 may survive any such termination.

6. RELATIONSHIP

Nothing in this MOUs' may be construed to 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.

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.



SATHYABAMA hereby appoints **Dr A Krishnamurthy**, Professor, School of Mechanical and **Dr M Sivasubramanian**, Associate Professor, School of Management Studies to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

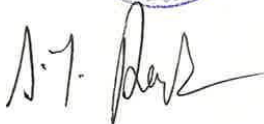
IPL will appoint **Mr. S.M.Rajavikkiraman** as focal point and he will appoint suitable coordinators as and when required, from the company to execute the work under the context of this MOU.

For INDIA PISTONS LTD

For SATHYABAMA INSTITUTE OF
SCIENCE AND TECHNOLOGY


Mr. Gautam Venkataramani
Whole Time Director

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Witness: 

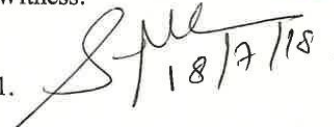
1. 
(S.M. RAJAVIKKIRAMAN)




Dr. S Sundar Manoharan
Vice Chancellor

17.07.2018
Dr. S.SUNDAR MANOHARAN, Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.

Witness:

1. 
18/7/18

Dr. T. SASI PRABA, M.E., Ph.D.,
PRO VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.