



**DEUTSCHE
WINDGAURD**

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

DEUTSCHE WINDGAURD

4th Floor Tower A, Tek Meadows

51, Rajiv Gandhi Salai,

Sholinganuallur,

Chennai 600119,

Tamil Nadu, India

Sathyabama Institute of Science and Technology, (Deemed to be University), Established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Shollinganallur, Chennai, Tamil Nadu, India, represented by **Dr. T Sasipraba, Vice Chancellor (hereinafter referred to as Sathyabama).**and **DEUTSCHE WINDGAURD** represented by **Dr. Kumaravel Rathinavel, Managing Director, DEUTSCHE WINDGAURD** recognizing the benefits to their respective institutions, wish to enter into this **Memorandum of Understanding (MOU)** on this day i.e **7th April, 2022.** This Memorandum of Understanding (MOU) shall be in force for a duration of five 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 DEUTSCHE WINDGAURD In mutually beneficial areas.
- b. To provide a formal training in existing technology and practices in industry for the students of SATHYABAMA by DEUTSCHE WINDGAURD
- 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 DEUTSCHE WINDGAURD
- d. Joint Seminar/Conference
- e. Any other areas of cooperation to be mutually agreed upon by the parties

2. PROPOSED MODES OF COLLABORATION

SATHYABAMA and DEUTSCHE WINDGAURD propose to collaborate through the following means.

- a. DEUTSCHE WINDGAURD will 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. DEUTSCHE WINDGAURD 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. DEUTSCHE WINDGAURD may consider internship to a limited number of students of the SATHYABAMA.
- d. DEUTSCHE WINDGAURD may arrange professional interaction between it's top technical personal and the students and faculties of the SATHYABAMA by means of periodic guest lectures in the campus of the institute 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. DEUTSCHE WINDGAURD & SATHYABAMA shall organize joint seminars & conferences.
- g. SATHYABAMA shall offer the use of its facilities, labs, etc. to the benefit of DEUTSCHE WINDGAURD 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 five years from the date of expiry of this MOU, SATHYABAMA agrees to consider as confidential all information disclosed by DEUTSCHE WINDGAURD 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 DEUTSCHE WINDGAURD 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 DEUTSCHE WINDGAURD
 - the results, analysis, methodologies, outcomes /outputs in any form, from the technical consultancy Service assignments taken-up between SATHYABAMA & DEUTSCHE WINDGAURD
- c. DEUTSCHE WINDGAURD Labs 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 & DEUTSCHE WINDGAURD

- 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 & DEUTSCHE WINDGAURD for any commercial/non- commercial purposes without a written consent from DEUTSCHE WINDGAURD. It is the prerogative of DEUTSCHE WINDGAURD 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 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. 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 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

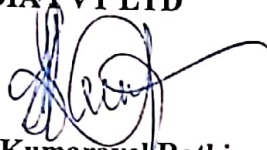
This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

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 1) **Dr. S. Prakash, Professor & Dean, School of Mechanical Engineering**, Sathyabama Institute of Science and Technology to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

DEUTSCHE WINDGUARD will have **Dr. Kumaravel Rathinavel, Managing Director** as focal point and he will appoint suitable co-ordinator as and when required, from the group companies to execute the work under the context of this MOU.

For DEUTSCHE WINDGUARD
INDIA PVT LTD

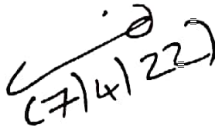


Dr. Kumaravel Rathinavel
Managing Director,

DEUTSCHE WINDGUARD
INDIA PVT LTD

7.4.22

Witness:



1. Mr. G. Govind

Asst. General Manager

DEUTSCHE WINDGUARD
INDIA PVT LTD

For SATHYABAMA INSTITUTE OF
SCIENCE AND TECHNOLOGY



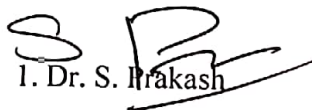
Dr. T Sasipraba
Vice Chancellor,

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

SATHYABAMA INSTITUTE OF
SCIENCE AND TECHNOLOGY

7.4.22

Witness:



1. Dr. S. Prakash

Professor & Dean

SATHYABAMA INSTITUTE OF
SCIENCE AND TECHNOLOGY



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

ABRAMI PRECISION WORKS

Plot no.3, Industrial area II(CMDA)

Maraimalai Nagar, Kancheepuram District, Tamil Nadu-603 209, India

Sathyabama Institute of Science and Technology, (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 (hereinafter referred to as Sathyabama)**, and Abrami Precision Works represented by **Mr. Thiruvengatam, Managing Partner**, Abrami Precision Works, recognizing the benefits to their respective institutions, wish to enter into this **Memorandum of Understanding (MOU)** on this day i.e **17th March, 2022**. This Memorandum of Understanding (MOU) shall be in force for a duration of two 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 Abrami Precision Works in mutually beneficial areas.
- b. To provide a formal training in existing technology and practices in industry for the students of Sathyabama by Abrami Precision Works.
- 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 Abrami Precision Works.

2. PROPOSED MODES OF COLLABORATION

Sathyabama and Abrami Precision Works propose to collaborate through the following means.

- a. Abrami Precision Works will 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. Abrami Precision Works 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. Abrami Precision Works may consider internship to a limited number of students of the Sathyabama.
- d. Abrami Precision Works may arrange professional interaction between it's top technical personnel and the students and faculties of the Sathyabama by means of periodic guest lectures in the campus of the institute 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. Abrami Precision Works & Sathyabama shall organize joint seminars & conferences.
- g. Sathyabama shall offer the use of its facilities, labs, etc. to the benefit of Abrami Precision Works 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 Abrami Precision Works 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 Abrami Precision Works 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 Abrami Precision Works
 - the results, analysis, methodologies, outcomes /outputs in any form, from the

technical consultancy Service assignments taken-up between Sathyabama & Abrami Precision Works.

- c. Abrami Precision Works 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 & Abrami Precision Works
- 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 & Abrami Precision Works for any commercial/non-commercial purposes without a written consent from Abrami Precision Works. It is the prerogative of Abrami Precision Works 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 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

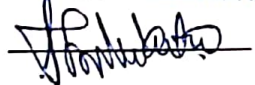
This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

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. Nivin Joy**, Assistant Professor, School of Mechanical Engineering, Sathyabama Institute of Science and Technology to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

Abrami Precision Works will have **Mr. Thiruvengatam** as focal point and he will appoint suitable co-ordinator as and when required, from the group companies to execute the work under the context of this MOU.

For Abrami Precision Works
For **ABRAMI PRECISION WORKS**



Mr. Thiruvengatam Partner

Managing Partner,
Abrami Precision Works

.../.../...

Witness:

1. 

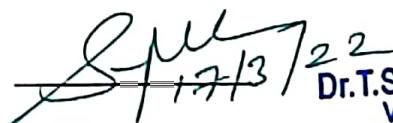
Dr. S. Sivasubramanian
Associate Professor

Department of Mechanical Engg

Sathyabama Institute of Science & Technology

Chennai - 119

For Sathyabama Institute of Science and Technology



Dr. T. Sasipraba

Vice Chancellor,
Sathyabama Institute of Science and Technology

.../.../...

Witness:



1. **Dr. S. Prakash** HEAD OF THE DEPARTMENT
DEPARTMENT OF MECHATRONICS ENGINEERING
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
JEPPIAAR NAGAR, RAJIV GANDHI SALAI,
CHENNAI - 600 119

Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
JEPPIAAR NAGAR, RAJIV GANDHI SALAI,
CHENNAI - 600 119.



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

CENTURY POLYPLAST INDUSTRIES

Nature House, Mahatma Gandhi Setu Path,

Near Dhanki More, Patna, Bihar 800026

Sathyabama Institute of Science and Technology, (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 (hereinafter referred to as Sathyabama)** and Century Polyplast Industries by **Er. Atish Ranjan, Chief Operations Manager**, Century Polyplast Industries, recognizing the benefits to their respective institutions, wish to enter into this **Memorandum of Understanding (MOU)** on this day i.e **17th March, 2022**. This Memorandum of Understanding (MOU) shall be in force for a duration of five 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 Century Polyplast Industries in mutually beneficial areas.
- b. To provide a formal training in existing technology and practices in industry for the students of Sathyabama by Century Polyplast Industries
- 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 Century Polyplast Industries
- d. Joint Seminar/Conference
- e. Any other areas of cooperation to be mutually agreed upon by the parties

2. PROPOSED MODES OF COLLABORATION

Sathyabama and Century Polyplast Industries propose to collaborate through the following means.

- a. Century Polyplast Industries will offer periodic field visit to students (maximum of 4 in a Year) of College/Sathyabama to its facilities to enable them to get practical exposure.
- b. Century Polyplast Industries 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. Century Polyplast Industries may consider internship to a limited number of students of the Sathyabama.
- d. Century Polyplast Industries may arrange professional interaction between it's top technical personnel and the students and faculties of the Sathyabama by means of periodic guest lectures in the campus of the institute 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. Century Polyplast Industries & Sathyabama shall organize joint seminars & conferences.
- g. Sathyabama shall offer the use of its facilities, labs, etc. to the benefit of Century Polyplast Industries 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 five years from the date of expiry of this MOU, Sathyabama agrees to consider as confidential all information disclosed by Century Polyplast Industries 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 Century Polyplast Industries 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 Century Polyplast Industries
 - the results, analysis, methodologies, outcomes /outputs in any form, from the

technical consultancy Service assignments taken-up between Sathyabama & Century Polyplast Industries.

- c. Century Polyplast Industries 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 & Century Polyplast Industries
- 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 & Century Polyplast Industries for any commercial/non- commercial purposes without a written consent from Century Polyplast Industries. It is the prerogative of Century Polyplast Industries 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
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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. S.Prakash**, Professor & Dean , School of Mechanical Engineering, Sathyabama Institute of Science and Technology to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

Century Polyplast Industries will have **Er. Atish Ranjan** as focal point and he will appoint suitable co-ordinator as and when required, from the group companies to execute the work under the context of this MOU.

For Century Polyplast Industries


Er. Atish Ranjan Patna

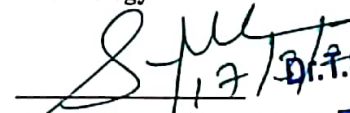
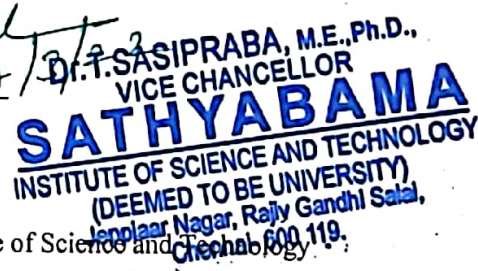
Chief Operation Manager,
Century Polyplast Industries

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

Witness:

1.  NAVEEN KUMAR.

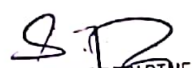
For Sathyabama Institute of Science and Technology


Dr. T Sasipraba

Dr. T. SASIPRABA, M.E., Ph.D.,
VICE CHANCELLOR
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY
(DEEMED TO BE UNIVERSITY)
JEPPIAAR NAGAR, RAJIV GANDHI SALAI,
CHENNAI - 600 119.

Vice Chancellor,
Sathyabama Institute of Science and Technology

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

Witness:


HEAD OF THE DEPARTMENT
DEPARTMENT OF MECHATRONICS ENGINEERING
1. Dr. S. Prakash
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
JEPPIAAR NAGAR, RAJIV GANDHI SALAI,
CHENNAI - 600 119.



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

ZILLION RPM LABS

188B, Aerodrome Road
Singanallur, Coimbatore - 641005,
Tamil Nadu, India

Sathyabama Institute of Science and Technology, (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 (hereinafter referred to as Sathyabama).** and Zillion RPM Labs represented by **Er. Pradeep Kumar K. P., Chief Consultant,** Zillion RPM Labs recognizing the benefits to their respective institutions, wish to enter into this **Memorandum of Understanding (MOU)** on this day i.e **17th March, 2022.** This Memorandum of Understanding (MOU) shall be in force for a duration of five 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 Zillion RPM Labs in mutually beneficial areas.

- b. To provide a formal training in existing technology and practices in industry for the students of Sathyabama by Zillion RPM Labs
- 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 Zillion RPM Labs
- d. Joint Seminar/Conference
- e. Any other areas of cooperation to be mutually agreed upon by the parties

2. PROPOSED MODES OF COLLABORATION

Sathyabama and Zillion RPM Labs propose to collaborate through the following means.

- a. Zillion RPM Labs will 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. Zillion RPM Labs 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. Zillion RPM Labs may consider internship to a limited number of students of the Sathyabama.
- d. Zillion RPM Labs may arrange professional interaction between it's top technical personnel and the students and faculties of the Sathyabama by means of periodic guest lectures in the campus of the institute 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. Zillion RPM Labs & Sathyabama shall organize joint seminars & conferences.
- g. Sathyabama shall offer the use of its facilities, labs, etc. to the benefit of Zillion RPM Labs 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 five years from the date of expiry of this MOU, Sathyabama agrees to consider as confidential all information disclosed by Zillion RPM Labs 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 Zillion RPM Labs 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 Zillion RPM Labs
- the results, analysis, methodologies, outcomes /outputs in any form, from the technical consultancy Service assignments taken-up between Sathyabama & Zillion RPM Labs

c. Zillion RPM Labs 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 & Zillion RPM Labs

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 & Zillion RPM Labs for any commercial/non-commercial purposes without a written consent from Zillion RPM Labs. It is the prerogative of Zillion RPM Labs 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 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. 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 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.

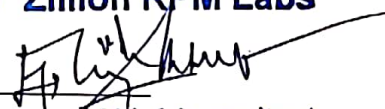
By signed below, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding (MOU) to be executed, effective as of the day and year first above written.

Sathyabama hereby appoints **Dr. S. Prakash**, Professor & Dean, School of Mechanical Engineering, Sathyabama Institute of Science and Technology to co-ordinate and oversee all discussions between the parties pursuant to this MOU.

Zillion RPM Labs will have **Er.Pradeep Kumar K. P** (Chief Consultant) as focal point and he will appoint suitable co-ordinator as and when required, from the group companies to execute the work under the context of this MOU.

For Zillion RPM Labs

For Zillion RPM Labs

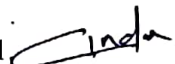

Chief Consultant
Er Pradeep Kumar K. P

Chief Consultant,

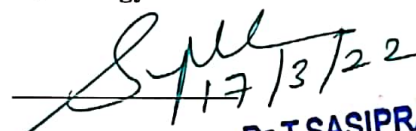
Zillion RPM Labs

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

Witness:

1. 
CINDERELLA BALAN
Manager, Zillion RPM Labs
Coimbatore

For Sathyabama Institute of Science and Technology


Dr. T Sasipraba

Vice Chancellor,

Sathyabama Institute of Science and Technology

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

Witness:

1. 
Dr. S. Prakash

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