

**MEMORANDUM OF UNDERSTANDING
(MoU)**

BETWEEN

**Sathyabama Institute of Science and
Technology**



&

**AWISKAR RESEARCH & DEVELOPMENT
(OPC) PRIVATE LIMITED**



FOR

**TRAINING, GUEST LECTURES AND RELATED
SERVICES**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this 19th day of July—Two Thousand and Nineteen (19/07/2019), Sathyabama Institute of Science and Technology and Awiskar Research & Development (OPC) Private Limited.

Sathyabama Institute of Science and Technology, the First Party represented herein by its **Name of Competent Authority/Representative** (herein after referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors—in-office, administrators and assigns).

AND

Awiskar Research & Development (OPC) Private Limited, Address - No. 27, Sathyavani Muthu Street, Sholinganallur Chennai, Tamil Nadu - 600119, the Second Party, and represented herein by **Mr. Mohit Vishal**, (herein after referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors – in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named: **Sathyabama Institute of Science and Technology**, Deemed to be University.
- B) **Awiskar Research & Development (OPC) Private Limited** the Second Party is engaged in Business, Skill Development, Education and R&D Services in the fields of **Engineering, Science, Technology and Management** and related fields.
- C) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- D) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Research & Development, Academic and Industrial Projects and Placement of Students
- E) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.

CLAUSE 1
SCOPE OF ACTIVITIES

- 1.1. The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 1.2. **Industrial Training:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with them.
- 1.3. **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 1.4. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 1.5. **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs; and will facilitate placements for at least 30% of the students. The Second Party will itself absorb at least 50 percentage of the trained students.
- 1.6. **Research and Development:** Both the Parties have agreed to carry out the joint research activities in the fields of **Engineering, Science and Technology**.

CLAUSE 2
CO-OPERATION

- 2.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 2.2. The First Party shall nominate a coordinator as a point of contact (POC) for Second Party for proper operation of MoU.
- 2.3. The Second Party shall help to develop market through its existing established network and would support in marketing aspect.

scope of this MoU.

- 2.6. Both parties shall promote the Arrangement, Training, Events and courses through respective websites.
- 2.7. Promotion for the programs undertaken shall be advertised/ propagated through respective websites of the parties.
- 2.8. Marketing & mobilization of the students shall be carried out jointly as per mutual agreed terms.

CLAUSE 3

GENERAL PROVISION

- 3.1. Both the Parties have full power and authority to enter into this MoU and take any action to execute any documents when required by the terms hereof; and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.
- 3.2. This agreement shall not be binding for any other agreement for either party. Parties shall be free and independent to carry on other services and trainings besides that covered under the scope of this agreement.
- 3.3. The First Party & Second Party shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of duly constituted Govt, authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

CLAUSE 4

Financial Model

- 4.1. Training and event fee shall be decided in mutual agreement by both the parties for all the programs to be conducted jointly by the Second Party.
- 4.2. Second Party Shall share total 40% of revenue generated with First Party (20 % of revenue generated shall be disburse to the First Party against Infrastructure and amenities used and 20% shall be reserved for R&D Services, Faculty Development Programs and collaborative Projects).

CLAUSE 5 CONFIDENTIALITY

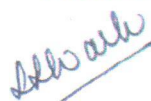
- 5.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 5.2 The First Party agrees and confirms that all Intellectual Training Material shall at all time vest in and remain with and belong to the Second Party and cannot be used without written permission from Second Party.
- 5.3 All written/electronic copies of study materials provided by the Second Party is its copy right. Confidentiality of same shall be maintained and the Second Party should ensure it is not replicated outside.

CLAUSE 6 RESOLUTION OF DISRPUTS AND TERMINATION

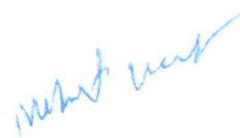
- 6.1. In the event of a dispute between the Second Party and the First Party arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- 6.2. In case of any disagreement and dispute and the parties fail to mutually resolve the issue; both parties shall appoint an Arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act.
- 6.3. In case the parties failed to resolve the dispute; this Agreement shall be governed by and construed in accordance with the law within the state of Tamil Nadu, India. Jurisdiction shall be Court of Chennai.
- 6.4. Unless otherwise provided herein, all notices or other communications under or in connection with this MOU shall be given in writing and may be sent by personal delivery or postor courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by facsimile when sent (on receipt of a confirmation to the correct facsimile number).
- 6.5. This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Awiskar Research & Development (OPC) Private Limited**, the Second Party, as the case may be, will take effective steps for implementation of this MOU.
- 6.6. In case, any of the Party intend to terminate the contract, it shall communicate the other Party six months in advance and in addition it shall meet all its obligations for the running or announced batches. In case of even long duration batch (if any), it is the obligation of both the Party to make it successful.

CLAUSE 7
RELATIONSHIP BETWEEN THE PARTIES

7.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



First Party



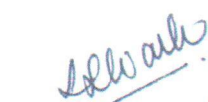
Second Party

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Chennai**.

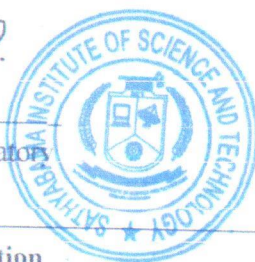
AGREED:

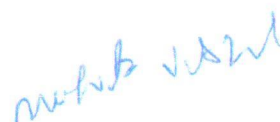
For Sathyabama Institute of Science and Technology

For Awiskar Research & Development (OPC) Private Limited



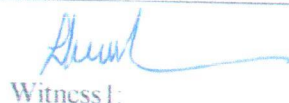
Authorized Signatory



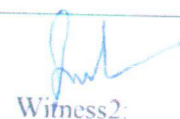


Authorized Signatory

Name of Institution	Name of Industry AWISKAR LAB
Address: Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai- 600119, Tamil Nadu India	Address: No. 27, Sathyavani Muthu Street, Sholinganallur Chennai - 600119, Tamil Nadu India
Contact Details	Contact Details: +91-7799457311
E-mails	E-mails: info@awiskarlab.com
Web: http://www.sathyabama.ac.in	Web: www.awiskarlab.com



Witness 1:



Witness 2: