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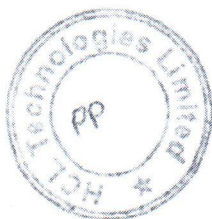
EG 504253

This Stamp Paper forms part of the MOU # CW2221807 dated 18th January, 2019 executed between

HCL Technologies Limited

And

Sathyabama Institute of Science & Technology.



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HCL TECHNOLOGIES LTD
NOIDA

MEMORANDUM OF UNDERSTANDING
BETWEEN
SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY, CHENNAI
AND
HCL TECHNOLOGIES LTD

This Memorandum of Understanding (MoU) is made and entered into 18 day of January 2019 between **Sathyabama Institute of Science & Technology, Chennai** a statutory body functioning at its premises at Jeppiaar nagar, Rajiv Gandhi Salai, Chennai - 600100, Tamil Nadu represented by the Dean, duly authorized by the xxx, Sathyabama Institute of Science & Technology, Chennai (hereinafter called the "Institute" which expression shall where the context so admits includes its successors in interests and permitted assigns) of the one part.

and

HCL Technologies Ltd, a public limited company incorporated under the Companies Act, 1956, having its registered office at 806, Siddharth, 96, Nehru Place New Delhi and represented by its authorized signatory (hereinafter called "Company" which expression include its successors in interest, permitted assignees, subsidiaries and affiliates).

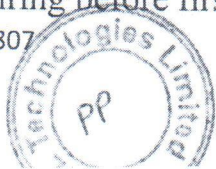
1. OBJECTIVE AND BACKGROUND OF THE MOU

Whereas the Company is in the business of Information Technology Service provider and Institute is an academic institution, which is also involved in sponsored research and collaboration activities.

The Company and Institute have agreed to work together in mutually beneficial research projects as outlined below. The objective of this Memorandum of Understanding is:

- a) To promote interaction between Company and Institute in mutually beneficial areas that include providing Embedded and Imaging Technology training to students of Institute
- b) Provide premium or first campus recruitment slot to the Company to recruit such trained students. The Institute will ensure that HCL will get the first slot for recruiting the HCL trained students (Provided HCL should visit the Institute for the hiring before first day of the recruitment drive conducted by the Institute,

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and that such HCL trained students shall not be allowed to appear in campus interview for other companies, though a few such students may appear for interviews with other companies who offer a minimum of 2 lakhs per annum more than what is offered by HCL. If any of the HCL trained students are not offered by HCL during a particular recruitment drive, then such HCL trained students can appear for interviews conducted by other companies.

To provide a formal basis for initiating interaction between Institute and Company.

2. PROPOSED MODES OF COLLABORATION

Institute and Company propose to collaborate through many modes including but not limited to below.

- a) Supporting R&D projects which may be carried out wholly at Institute or at premises of Company or partly at Institute and partly at Company
- b) Training of Institute students through Classroom and Lab training conducted by Company personnel in areas of interest to Company's set out in Annexure 1 to this MOU.
- c) Sponsoring job opportunities for the students who successfully complete the training and get selected in the Interview. The eligible criteria for employment will be as per norms of the Company.
- d) Any other appropriate mode of interaction agreed upon between Institute and Company.

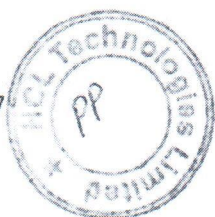
Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The Parties agree to jointly work on various Research and Development projects which may be carried out wholly at Institute or at premises of Company or partly at Institute and partly at Company.

The performance of research shall be carried out either individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results, at the facilities supported / sponsored by either Party, or with one or more third parties.

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The Parties shall execute a separate Research Agreement for respective research projects and each such Research Agreement read with this MOU shall constitute an independent Agreement and shall cover clauses specific to the research work. In case of any contradiction between similar clauses in both this MOU and the Research Agreement, the provisions of the MOU shall prevail.

The Parties shall take steps to file patent applications in India in the joint names of Company and Institute after specifying the names of Inventors and shall jointly share the costs and expenses for the filing, maintenance and protection of patents.

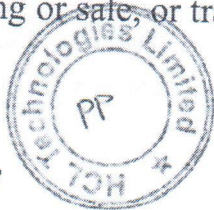
The Parties may file Intellectual Property protection for the Technology in other geographical areas in mutual agreement. The costs and expenses of filing, maintenance and protection shall be jointly shared in proportion to the ownership as stated above.

The parties shall jointly initiate action for filing of action against infringement, unless urgent action is required for protection of IP.

The Parties will take necessary steps to prevent unauthorized usage and provide inputs on infringement, or other unauthorized use/abuse in India or abroad of the said technologies and take any legal action in consultation with each other. Any benefits and all costs in connection with the legal action shall be shared equally between the parties after deduction of costs.

The Parties shall take best efforts

- (i) To take actions to enhance the market value of the IPs,
- (ii) To take actions, to create, generate an interest and/or desire to buy or license the IPR,
- (iii) Identify potential licensees, customer and/or joint development partner
- (iv) To take steps to enable the parties to negotiate the best terms and to make a sale or enter into a license deals with any third party and enter into a tripartite agreement with such third party, Company and Institute,
- (v) To deal with the third party in order to negotiate the sale, license or transfer process, in order to enable all the parties to enter into agreement with IP brokers for licensing or sale, or transfer of the IPs locally or globally.



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The Parties will mutually agree the monetization plans on each patent after the grant of the patents on a case to case basis. However, the expenditures towards filing of Patent(s) application will be shared in equal proportion.

4. PERFORMANCE OF SERVICES:

For the purposes of this Agreement, the Parties make the following representations and warranties:

- a. The Parties hold all valid permissions, authorizations, approvals and consents, licenses and registrations, which may be required under the laws prevalent from time to time, for the performance and delivery of the Services under this Agreement. The parties shall ensure that all such permissions, authorizations, approvals and consents, licenses and registrations, where required to be renewed, shall be kept valid and subsisting throughout the period of the Agreement.
- b. All information or data furnished by either party or obtained from either party or developed under this Agreement shall be treated as Confidential and protected by the other Party to prevent disclosure to any persons other than those authorized by the disclosing party.
- c. Institute and Company respectively possess the necessary expertise, know-how, technology, resources, and infrastructure along with enabling rights and both parties will continue to possess all the Intellectual Property rights over its background Intellectual Property (IP), to enable the parties to pursue the transactions contemplated under this Agreement
- d. parties agree that the monetization benefits under this Agreement shall be shared equally by both Parties after deduction of costs such as taxes, IP maintenance and protection costs (in mutually agreed upon jurisdiction), and patent filing expenses. The Parties shall open a joint bank account to manage the benefits and costs associated with the monetization efforts.

5. CONFIDENTIALITY

- a) The parties anticipate that it may be necessary to provide access to confidential and / or Confidential Information to each other pursuant to this ("Confidential Information") MOU. Confidential Information shall be clearly identified or labelled as such by the disclosing party at the time of disclosure. In the event oral disclosure of Confidential Information, the same shall be reduced to writing within fifteen (15) days' time.

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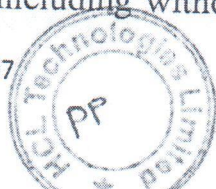
- b) The receiving party agrees that it will protect the confidentiality of the disclosure party's Confidential Information in the same manner as it protects its own Confidential Information of like kind. The receiving party shall advise the Disclosing party immediately (within 24hrs) in writing in the event of the Receiving party becomes aware of any unauthorized dissemination, misappropriation, or misuse of Confidential Information by the Receiving Party and provide assistance to Disclosing Party to mitigate any damages caused thereby and to limit any further dissemination or misuse of the Confidential Information. Disclosures of Confidential Information shall be restricted to those subsidiaries, employees and consultants who have a need to know and who have signed a confidentiality agreement that has conditions no less restricting than those of the present Agreement. The parties shall return all Confidential Information of the disclosing party upon the earlier of a request by the disclosing party or upon termination of this MoU. Unless otherwise a greater term is agreed by the parties the provisions of this Article shall survive termination of this MoU for a period of three (3) years from disclosure of Confidential Information.
- c) The Obligation of this confidentiality shall not apply under the following circumstances, provided the same is proven by the Receiving Party with contemporaneous written records:
- i. The Confidential Information was previously known to the Receiving Party without restriction prior to receipt hereunder as evidenced by the record of the Receiving the Party.
 - ii. The Confidential Information is now or hereafter has become available to the public in the form of a printed publication or by any other means through no breach of this MoU.
 - iii. The Confidential Information is subsequently disclosed to the Receiving Party without restriction by a third Party having lawful rights to disclose such information.
 - iv. The Confidential Information needs to be disclosed under law.

The parties agree to enter into specific confidentiality clauses in respect of each research program.

5. No Warranty

Neither party makes any warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of

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the Collaboration or any invention(s), whether tangible or intangible, conceived, discovered, or developed under this MoU or the ownership, merchantability or fitness for a particular purpose of the Collaboration or any such invention.

6. Term

This MoU shall commence on the date of its signing and shall remain in effect for a period of three years. This MoU may be renewed for further period subject to mutual consent. Either Party may terminate this MoU immediately if other Party commits breach and fails to remedy the same within 30 days of receiving notice.

Either Party may terminate this MoU for convenience by giving 30 days' notice. However, termination of this MoU shall have no bearing on the active Research Agreement/s which shall continue unabated unless otherwise specifically agreed in terms thereof.

The termination rights apropos the Research Agreement/s shall be concluded therein.

7. Governing law

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration held as per the Arbitration and Conciliation Act 1996 as amended, through a panel of three arbitrators. The language of the arbitration shall be English and the place of arbitration shall be Chennai.

Subject to the above, the parties hereby agree that Courts of Chennai shall have exclusive jurisdiction in respect of matters mentioned in this Agreement.

8. NON-EXCLUSIVITY

The relationship of the parties under this MoU shall be non-exclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. Any collaboration similar to the one carried out under this MOU or using the contents /materials developed under this MOU by any party shall require prior written consent of the other party hereto.

a) No Agency

The parties shall act as independent contractors in the performance of their respective obligations under this MoU. Neither party shall act as, or be deemed to be, agent for or partner of the other party for any purpose whatsoever under

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this MoU and the employees of one party shall not be deemed the employees of the other party.

Nothing in this MoU shall be construed by any party as the right to make commitments of any kind for or on behalf of the other party without prior written consent of the other party, except as agreed otherwise.

b) No Liability

Both parties agree that there is no legal liability on either party in the eventuality of a breach of the terms of this agreement, except the confidentiality obligations. Save as aforesaid, both parties waive any legal right to recover damages that may arise in the case of the agreement being breached. This clause is a binding and overrides any liability provision in any future agreement between the two parties. For the avoidance of doubt, the parties shall conclude appropriate liability, indemnity and warranty clause in the applicable Research Agreement. The Company's liability shall not exceed the amount spent annually by Company under this MOU.

Notwithstanding above the Institute shall keep Company indemnified against claims, loses, expenses arising out of (i) third party IP infringement claims, Institute's breach of its confidentiality obligations, (iii) Company's failure to comply with applicable laws.

9. Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five (5) days following deposit of the same into the mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address as below:

HCL Technologies Ltd

Kind Attn: VP-Legal

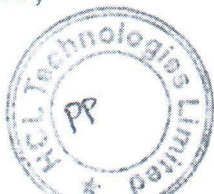
Legal Department

A-9, Sector-3, Noida-201301

Sathyabama Institute

Kind Attn: Dean ,

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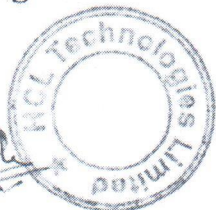
Sathyabama Institute of Science & Technology,
Jeppiaar nagar, Rajiv Gandhi Salai,
Chennai - 600100, Tamil Nadu

10. Neither party shall be liable for delays of failure in performance due to war, terrorist attack, natural calamity and government directions ("Force Majeure Event"). In case the Force Majeure Event exceeds a period of 15 days, COMPANY with the consent of Institute, which shall not be unreasonably withheld, shall terminate this MoU forthwith without any liability.
11. Any change to this MoU or Exhibits thereof must be made in writing and signed by the approved representative of each party.
12. Each Party shall be free to do any press release/publicity about this collaboration / relationship.
13. Institute confirms that it has read and understood the Anti-Bribery and Anti-Corruption Policy (the "ABAC Policy") and Code of Business Ethics & Conduct ("COBEC") of COMPANY as available on COMPANY'S website at <http://hcltech.com/about-us/corporate-governance/governance-policies>. Institute further confirms that it shall strictly abide by the same to the best of its knowledge.

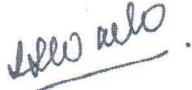
In witness whereof, the Parties hereto have executed this MoU as of date first above written.

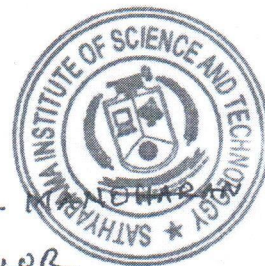
For HCL Technologies Ltd.

By:- 
Name: Pallavi Pathak
Title: Associate Director - Legal
Date: January 18, 2019



For Sathyabama Institute of Science & Technology, Chennai

By:- 
Name: DR. S. SUNDAR
Title: VICE CHANCELLOR
Date: 04, February 2019.



Annexure 1

Special Technology Alliance

HCL Technologies Ltd. – Sathyabama Institute of Science & Technology Collaboration in Embedded and Imaging Technology

Institute being an autonomous educational institute for Science and Technology has the provision to provide the exposure of latest technology trends in the industry to their students. The exposure will help the students to connect with the professionals in the industry, via training and working on real time projects and gain the knowledge of current industry requirements.

With this industry exposure the students are ready for deployment immediately once they complete their graduation / post-graduation. This will complete the gap between the current Industry needs and the education levels of budding engineers or professionals.

Company is looking to collaborate with Institute in the following multi-phased activities:

1. Phase-1: Orientation and awareness session on Embedded and Imaging Technology for the students
2. Phase-2: Selecting the right minds for the Industry exposure training on Embedded and Imaging technologies through screening process.
3. Phase-3: Classroom and Lab training for selected students
4. Phase-4: Conduct Exit Interview and provide employment opportunities for the students who meet the current resource demand

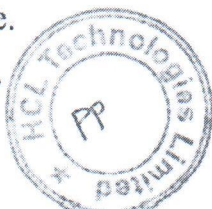
Training Location:

Trainings will happen in the premises of Institute and occasionally (when required) in the premises of Company in Chennai without compromising the security concerns of both the parties.

Initial Screening and training agreement for the students:

1. Institute will initially brief their students on the awareness of this training programme.

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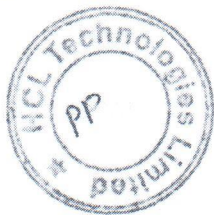
2. Company will conduct an Orientation session for the students who are interested in pursuing the training programme.
3. Company will provide the syllabus for the initial screening test along with sample questions and question pattern.
4. Screening test will be conducted in the premises of Institute.
5. Post the results of the screening test, representatives from Company will conduct a one-on-one discussion with the students and then select the final list of students for the training programme.

Training Agreement for the Students:

Institute should ensure that the students who are selected and willing to go through the programme, must sign an agreement with Company that post pursuing the programme and only in the event of getting selected for a Job Opportunity with Company that they should not fail to accept the offer provided by Company and should take the employment opportunity by signing a service agreement for 18 months, with the Company only after meeting all the necessary requirements of the offer. And students who have accepted the Job offer from Company should not accept the job offer from any other organization before completing the employment services as per the service agreement.

As Company is giving the Opportunity and exposure on the latest technology trends in the Industry to the candidates, it owns the rights to be the first organization to get the services of those trained young minds.

Only the students who agree for the above conditions, will be selected for the training programme.



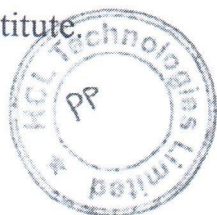
General Training Schedule:

Selected Students will go through the training programme which will be for 6 to 8 months duration. Trainings will be conducted for 10 hours per week. Covering 2 hours per each working day (between Monday to Friday).

Other conditions on Training and Monetary Benefits:

1. Training will be given by the employees of Company from ERS division.
2. Company will not be charging any training fee from the candidates.
3. Institute may collect a nominal course fee from the students who are selected and willing to pursue the training, as to make them feel that the programme is of quite importance for them. Company will not be claiming this monetary benefit.
4. Institute need to bear the complete Transport cost for the trainers from Company.
5. The complete training requirements like class room, Lab and any technology requirements for the Lab will be completely borne by Institute.
6. Students selected for the training programme may also work on the real time projects owned by Company as part of its business.
7. Company will have the complete (100%) rights to take the credit of any monetary benefits arriving out of the training programme and real time projects in which the students would work on. Institute does not own the rights to claim any such monetary benefits arriving out of the training programme.
8. Institute may own the joint pattern rights only for the successfully completed real time projects, which Company delivers through this technology alliance with Institute.

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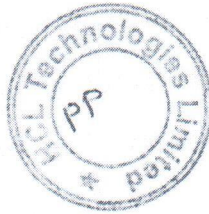


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9. Post completing the training programme, Institute may issue a course completion certificate to the candidates, but not to mention the name of Company in the Certificate.

Selection for Job Opportunity with Company

Students who successfully complete the training programme will be going through an Exit interview, following which they will be eligible for employment Opportunities with Company provided they meet the current eligibility criteria for freshers' recruitment as per the current requirements.





MEMORANDUM OF UNDERSTANDING
BETWEEN



SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
AND
TAMILNADU ADVANCED TECHNICAL TRAINING INSTITUTE

Sathyabama Institute of Science & Technology, a Deemed to be University established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai- 600 119, Tamil Nadu, represented by **Dr. T. Sasipraba, Vice Chancellor** and **Tamilnadu Advanced Technical Training Institute (TATTI)** was established in the year 1985, having its registered office at No.42/25, Gee Gee Complex Chennai - 600002, Tamilnadu, India represented by **Er. Sundaresan Ranganathan, Director- TATTI**, recognizing the benefits to their respective institutions from the establishment of the partnership, conclude this Memorandum of Understanding (MoU).

PURPOSE OF MOU

1. The purpose of this MoU is to develop academic and research co-operation and to promote mutual understanding between **Sathyabama and TATTI**.
2. The two Parties agree to develop the following collaborative activities in the areas of mutual interest.
 - i. Organizing Workshops, conferences and symposia
 - ii. Encouraging engineers from **TATTI** to visit **Sathyabama** to deliver lectures.
 - iii. Participation of experts from **TATTI** in curriculum revision and development.
 - iv. Industrial visits, Internships and In-plant training for the students by **TATTI**.
 - v. Professional consultancy by the faculty to **TATTI**.
 - vi. Conduction of equipment testing by faculty & technicians at **TATTI**.
 - vii. Joint research programmes and field studies by faculty and people from **TATTI**.
 - viii. Visits of faculty to **TATTI** for study and discussions or delivering lectures on subjects of mutual interest.

- ix. Visits of **TATTI** executives and practicing engineers to the Institute for research work, discussions and delivery of lectures on industrial practices, trends and experiences.
- x. Collaborative degree programmes.
- xi. B.E./B.Tech. and M.Tech. Projects/dissertation work in **TATTI** under joint guidance of the faculty and experts from **TATTI**.
- xii. Short-term assignment to faculty members in industries.
- xiii. Professorial Chairs sponsored by **TATTI** at the Institute.
- xiv. Initiative for sponsored R&D Laboratories to the Institute.
- xv. Scholarships/fellowships instituted **TATTI** at the Institute for students.
- xvi. Practical training of students in industries.
- xvii. Arrange the placement for deserving student **TATTI**.

TERMS AND CONDITIONS:

This Agreement will become effective upon the date of signature by both Parties. It shall remain valid for a period of 5 years from the date of the last signature, with the understanding that it may be modified by written mutual consent of both Parties.

This Agreement may be terminated by either Party with advance written notice of at least thirty (30) days. Upon notice of termination both **TATTI** and **Sathyabama** agree to work in good faith to enable visiting scholars to complete their respective research programs unhindered by the termination.

The agreement may be extended by mutual consent of the two Parties after the 5 years period, and it must be renewed in writing. This Memorandum of Understanding completed in English is hereby signed in two (2) copies with one (1) copy remaining in the possession of each institution. All information exchanged between Parties in connection with this MoU or during discussions preceding this MoU and relating to this MoU or to any matter contemplated by this MoU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MoU.

AGREED:

For

Sathyabama Institute of Science and Technology, Chennai.

Authorized Signatory	
Name	Dr. T. Sasipraba
Designation	Vice Chancellor
Email Address	vc@sathyabama.ac.in
Contact Mobile Number	9840133346



For Tamilnadu Advanced Technical Training Institute

No.42/25, Gee Gee Complex Chennai - 600002

Authorized Signatory	
Name	Er. Sundaresan Ranganathan
Designation	Director
Email Address	director@tatti.in
Contact Mobile Number	9941131357





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+ 91 423 2517158
E-Mail : STC-Coonoor@Lntebg.com
www.Lntebg.Com



SATHYABAMA

INSTITUTE OF SCIENCE AND TECHNOLOGY

(DEEMED TO BE UNIVERSITY)

Accredited with "A" Grade by NAAC

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

Phone: 044 - 2450 3150 / 51 / 52 / 54 / 55 Fax: 044 - 2450 2344

www.sathyabama.ac.in



Memorandum of Understanding between Sathyabama **Institute of Science and Technology and L & T** **(Switchgear Training Centre)**

1. PURPOSE OF SIGNING MOU

- The MoU is intended to recognize the general basis for a cooperative and a collaborative working relationship between the two parties. (1) Department of Electrical and Electronics Engineering, Sathyabama Institute of Science and Technology, Chennai (2) Larsen & Toubro Limited, Switchgear Training Centre, Coonoor.
- The purpose of MoU is to have mutual intentions to jointly work on projects required for industries and research needs, with learned faculty of good industrial experience and promising students, jointly agree to exchange their expertise for mutual benefit and growth.
- To establish collaboration between the Institution and Industry with a view of providing a window to the world of industry within the educational institution.

2. ROLE OF SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

Sathyabama Institute of Science and Technology will provide the following resources:

- Institute will allow visit of L & T persons nominated by L & T to our display area with prior intimation.
- To conduct FDP to bridge the gap between academia and industry.
- To do join research projects in fields of mutual interest.

Registered office: L&T House, N. M. Marg, Ballard Estate, Mumbai - 400 001. INDIA
CIN : L99999MH1946PLC004768

(L&T Electrical & Automation is a business brand of Larsen & Toubro Limited)



L&T Electrical & Automation
Products

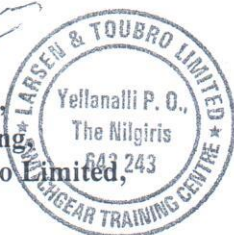
Larsen & Toubro Limited
Switchgear Training Centre
Electrical Standard Products
Ooty - Coonoor Main Road
Yelanahalli - 643 243
The Nilgiris, Tamilnadu
Tel : + 91 423 2517107
+ 91 423 2517158
E-Mail : STC-Coonoor@Lntebg.com
www.Lntebg.Com

3. ROLE OF L & T

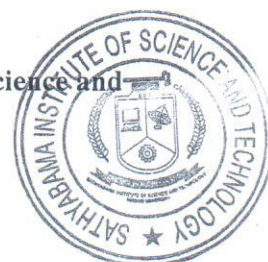
Sathyabama Institute of Science and Technology expects the following resources to be provided by L&T:

1. Industrial visit shall be arranged at L & T Training centre for students.
2. Training sessions for B.E & B.Tech students as per mutual convenience. Department is willing to send *a group of minimum 20 students* every year to L & T STC for the course "LT14 – Introduction to Industrial Electrical systems" 3 to 5 days Training Program.
3. Industrial Internship Programs for B. E & B. Tech students of 2 Weeks to 6 Weeks with hands on session at L & T STC
4. Training sessions for faculties & students at L & T STC from calendar Programs [LT01 to LT 22] based on faculty's and student's interest suitable Training shall be arranged.
5. L & T resource person to deliver Technical talk / Guest Lecture / FDP / Workshops / Board of Studies (BoS) member conducted in the institution premises based on mutual understanding.
6. To conduct FDP in collaboration with L&T (STC) & Sathyabama Institute of Science and Technology.
7. Consultancy Projects shall be given to faculties of Sathyabama Institute of Science and Technology from L & T.
8. Notification regarding any off-campus placement activities known to STC faculties will provide prior intimation to Sathyabama Institute of Science and Technology based on mutual understanding, for participation of students.
9. Executive Development Programme for the staff of L & T shall given by the faculty of Sathyabama Institute of Science and Technology
10. This MoU shall be effective from 01.07.2019 to 30.06.2021.


V. Subramanian,
Manager-Training,
Larsen & Toubro Limited,
STC, Coonoor




Dr. S. Sundar Manoharan,
Vice Chancellor,
Sathyabama Institute of Science and
Technology, Chennai





Memorandum of Understanding
Between
SATHYABAMA
Institute of Science and Technology,
Chennai, Tamil Nadu
and
JV MEDIA DREAMS
(Production house) &
(Film & Television Academy),
Chennai, Tamil Nadu



This Memorandum of Understanding (**MOU**) sets the terms and understanding between the (Sathyabama Institute of Science and Technology –Deemed to be University of Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, INDIA) ("**University**") and the (J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) ,AVM Studios, No 38 Arcot Road, Vadapalani, Chennai - 600026) as an Industry - Institute connect throughout the academic year in exploring synergies between both entities in a mutually beneficial way, thereby enhancing the learning process of the aspiring talents. This MOU is entered into on the date of last signature below ("Effective date") by and between the two parties mentioned above.

SATHYABAMA Institute of Science and Technology was established in the year 1987 to promote technical education in the state of Tamil Nadu. Sathyabama Institute of Science and Technology is established under Sec 3 of UGC Act,1956. Its one of the Pioneer institutions, imparting knowledge in the areas of Engineering, Science, Technology and Management. It is accredited with "A" grade by NAAC and declared as category A university by MHRD, Government of India. The Institution has also been certified with 'DNV-GL ISO 9001:2015' for its commitment to quality and continuous improvement. The Institution offers multidisciplinary academic programmes at Under graduate, Post graduate and Doctoral level.

J.V Media Dreams Production house is one of the pioneers in delivering television shows like "Maanada Mayilada" and "Naalaya Iyakunar" They are into Film production and their team comprises of experienced directors and producers. J V Media Dreams Film & TV Academy in Vadapalani holds a rich legacy in the film industry of the country. This one-of-a-kind acting school offers an array of courses, specially designed to suit industry demands and also individual talents. It endeavors to spread the knowledge as well as interest in media arts and

theatre through a well-devised training facility and education. Established in 2008, this institute plays a vital role by helping aspiring actors achieve a holistic understanding of acting by teaching them about the nuances of acting methods.

Purpose

The objective of this engagement is to explore opportunities to collaborate with your Institution and the students, thereby providing them opportunities to apply their learning practically and gain experience through the exercise. The purpose of this MOU is to document, among others, the parties' intentions of collaborating with the University to deliver the Programs under the initiative of creating a space for the Training Programs, Internships, Eminent talks and Field visit as mutually agreed. ("Purpose").

The above goals will be accomplished by undertaking activities that include but not limiting to Onsite and offsite content making projects, Intra and Inter college contests, media marketing exercises, Internships, Seminars, industrial visit, Workshops thereby creating a practical learning approach for the aspiring talents.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Scope of activities.

(a) J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) **will undertake the following activities:**

- i. J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) shall help establish & implement at the college premises. J V Media Dreams Film & Tv Academy shall conduct Training Programs covered under the Institution's MoU
- ii. Support with training Materials and certificate of participation to the internship training attendees;
- iii. Support University in delivering various Workshops on different subjects design various training programs for visual communication students and faculty members in the area of Media management, Film making, TV Programming content, latest technology, content development and ('Training Programs') and other topics as per J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) current list of Training programs that is attached hereto

(b) **University/College will undertake the following activities:**

- (i) Provide the necessary infrastructure such as classrooms, laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various training programmes as per the requirement of J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy);
- (ii) In case of project work: to allow / facilitate students to carry out project work as part of learning and hands on experience;
- (iii) Support J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) to do promotion and marketing of various Training Programs to get admissions for the courses from time to time, including online and additional marketing efforts for getting maximum participation for the courses, students will participate in TV shows produced by JV media dreams (Production house) ; and

2. **Non-exclusivity.** For the avoidance of doubt, the arrangement between the parties as described herein is on a non-exclusive basis and nothing herein precludes either party from entering into similar arrangements with other third parties or like partners.

3. **Confidentiality.** The parties agree to the following:

- (a) By virtue of this MOU, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include all information clearly marked or identified as confidential and any other information which would reasonably be understood to be confidential.
- (b) A party's Confidential Information shall not include information which (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of the MOU.
- (c) The parties agree, both during the term of this MOU and for a period of one (5) years after termination of this MOU, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each

other's Confidential Information for any purpose other than the implementation of this MOU.

- (d) If in order to fulfill the purposes of this MOU it is necessary for the party receiving Confidential Information to copy all or a portion of the Confidential Information of the disclosing party, the receiving party may do so for the said purposes and no other purpose.
- (e) Upon termination of this MOU, whether by termination or otherwise, whichever is earlier, each party shall immediately return the Confidential Information of the other party or shall certify in writing signed by its authorized representative that the Confidential Information of the other party has been destroyed.
- (f) The intellectual property belongs to the respective parties. Any unauthorized usage of any training material and or any intellectual property delivered as a part of training or training delivery, which is provided by J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) or its associates, or it's copying for self-use or use by any other related or un-related companies of Sathyabama is not allowed.

4. **No claims.** Except for the confidentiality obligations in Clause 4, no party shall make a claim against, or be liable or obligated to, the other party or its affiliates or agents for any damages or costs, including direct, indirect, special, incidental, consequential, or punitive damages, under any theory of law, including, without limitation, damages or costs for lost profits or business opportunity or injury to business reputation as a result of:

- (a) The failure to fulfil any obligation, expectation or evaluation described in this MOU;
- (b) Any act or omission by a given party hereunder; or
- (c) Failure to enter into any other agreement.

5. **Funding.** There shall be no commitment of funds by both parties as part of this engagement. In case, if J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) conducting workshops, seminars with their own industrial experts can be paid based on the terms shall be as discussed and mutually agreed.

6. **Costs.** Each party shall bear all of its costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this MOU.
7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles, and the parties submit to the exclusive jurisdiction of the Indian Courts.
8. **Resolution of disputes.** If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by joint consultation between the parties in the spirit of mutual cooperation.
9. **Term.** The duration of this MOU shall be (5) years commencing from the Effective Date and is automatically renewed for the subsequent year unless the other Party is notified two months in advance.
10. **Period of validity.** This MOU is at-will and may be modified by mutual consent of authorized officials from the two partners. This MOU shall become effective upon signature by the authorized officials from both the partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from both the partners this MOU shall end on (end date of partnership). This contract is revocable and has a duration of 5 years, from the date of signing by both the parties. After a period of 5 year, the extension of this contract shall be decided mutually and agreed and signed as a written agreement.
11. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing. However, any termination shall not hinder completion of current obligation of either parties. Standard Force majeure clause as applicable in India shall apply.

Reporting

Mr.K.G Jayavel, Film & TV Producer / Director of J V Media Dreams (Production house) & J V Media Dreams (Film & TV Academy) will coordinate with Mr.A.R.Vimal Raj , Asst Professor ,Dept of Visual communication, Sathyabama Institute of Science and Technology, Chennai with respect to periodic assessment of the engagement and create a monthly report for stakeholders' reference.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

For J V Media Dreams (Production house)
J V and Media Dreams (Film & TV Academy)

For SAI SANTHOSH STUDIO

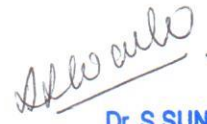
Partner

Name: Mr.K.G Jayavel

Designation: Film & TV Producer / Director

Date:

For Sathyabama Institute of Science &
Technology ,



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.

Name: Dr.S.Sundar Manoharan

Designation: Vice Chancellor

Date:





MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) for collaboration is made on July 06, 2019 between:

L.V. Prasad Film and TV Academy, Prasad Studios Campus, 28, Arunachalam Rd, Saligramam, Chennai, Tamil Nadu 600093, India

L.V. Prasad Film & TV Academy is part of Prasad Group, Asia's largest provider of post-production services. The group has been at the forefront of technological developments, a trendsetter and a guiding light to the Indian postproduction industry. Prasad Group includes Prasad Productions Pvt. Ltd., Prasad Digital Film Laboratories, Prasad Corporation Pvt Ltd (EFX), Digital Film Technology GmbH, Prasad Media Corporation Ltd., Prasad Recording Studios, Prasad Panavision, Prasad Extreme Digital Cinema Network and Prasad Corp - U.S.A. The group has major production facilities and offices in Chennai, Mumbai, Hyderabad, Bangalore, Thiruvananthapuram, Bhubaneswar, Kolkata, USA, UK, Germany and Japan.

The idea of a film academy sprouted in our Founder Mr. L.V. Prasad's mind as early as the 1950s. But it was later in 2005 that his son Mr. Ramesh Prasad made the dream come true and in turn served hundreds of aspiring young film makers realize their dreams. While cinema is a cultural artifact, the film industry is market driven. A true marriage of academia and industry, L V Prasad Film & TV Academy blends educational rigor with professional practice that ensures students are trained with creative inputs geared to meet industry needs. At L.V. Prasad Film & TV Academy, we believe that it is not merely the training to use high-end technology that matters but it is the moulding of minds that drives great cinema.

A significant highlight of L.V. Prasad Film & TV Academy is that it is located inside Prasad Studios and Prasad Digital Film Lab Campuses. The students will be learning in this busy and working environment. They will have access to interact, in a structured manner, with various film technicians and creative artistes who visit our facilities. This will inspire the students and allow them to show their own works and discuss ways of making them better.

With campuses located in Chennai, Bangalore & Thiruvananthapuram, L.V. Prasad Film & TV Academy offers state-of-the-art training facilities and highly experienced faculty.

And

Sathyabama Institute of Science and Technology, , Rajiv Gandhi Road, Jeppiaar Nagar, Chennai - 600119, Tamil Nadu

SATHYABAMA Institute of Science and Technology was established in the year 1987 to promote technical education in the state of Tamil Nadu. Sathyabama Institute of Science and Technology is established under Sec 3 of UGC Act,1956. Its one of the Pioneer institutions, imparting knowledge in the areas of Engineering, Science, Technology and Management. It is accredited with "A" grade by NAAC and declared as category A university by MHRD, Government of India. The Institution has also been certified with 'DNV-GL ISO 9001:2015' for its commitment to quality and continuous improvement. The Institution offers multidisciplinary academic programmes at Under graduate, Post graduate and Doctoral level.

Both parties hereto, recognizing the benefits of establishing links, wish to strengthen the ties between their respective institutions by entering into this Memorandum of Understanding ("MOU").



NOW IT IS HEREBY AGREED

1. The purpose of this MOU is to agree that **L. V. Prasad Film and TV Academy** and **SATHYABAMA Institute of Science and Technology** will be academic partners. L. V. Prasad TV and Film Academy will host faculty and students from Sathyabama and provide them a tour of the facility and explain the working of the film industry post production workflow.
2. The development and implementation of specific activities with any commercial implications further developed under this MOU will be the subject of formal written agreements negotiated and entered into separately, which will deal with the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters.
3. It is understood and accepted that this MOU is a non-commercial arrangement.
4. Both Parties agree that staff and students of either institution engaged in activities under this MOU shall carry out these activities in accordance with the laws and regulations of their respective institutes after full consultation and approval.
5. This MOU may only be amended by a written agreement signed by a duly authorized representative of each Party.
6. This MOU shall commence on the date of its execution by the last party to sign and shall remain in force for a period of 1 year. Each party shall review the status of the MOU at least three months before the end of the one-year period to determine whether it wishes the MOU to continue and, if so, whether any modifications are required. The period of validity of this MOU may only be extended by the mutual written consent of both Parties.
7. Either party may terminate this MOU by giving three months' notice in writing to the other.
8. Nothing in this MOU shall be construed as creating any legal relationships between the Parties. This MOU is a statement of intent to foster genuine and mutually beneficial collaboration.

IN WITNESS whereof this Agreement has been executed on the 6th day of July 2019

Signed for and on behalf of

L. V. Prasad Film and TV Academy

Mr. Mohan Krishnan
Director - Sales & Marketing



Signed for and on behalf of

Sathyabama Institute Of Science And Technology

Dr. S. Sundar Manoharan
Vice Chancellor

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.



**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

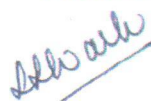
- 5.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.
- 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

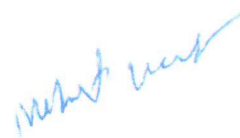
- 6.1. In the event of a dispute between the Second Party and the First Party arising out of, or relating to this Agreement, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations.
- 6.2. In case of any disagreement 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



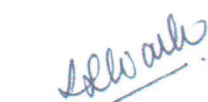
Second Party

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**.

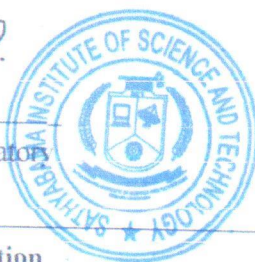
AGREED:

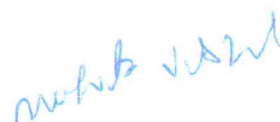
For Sathyabama Institute of Science and Technology

For Awiskar Research & Development (OPC) Private Limited



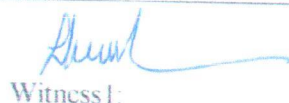
Authorized Signatory



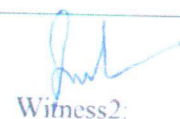


Authorized Signatory

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:

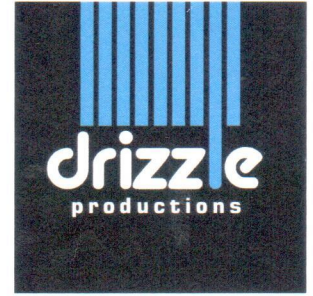


Witness 2:



Memorandum of Understanding Between

SATHYABAMA
Institute of Science and Technology,
Chennai, Tamil Nadu
and



DRIZZLE PRODUCTIONS,
Chennai, Tamil Nadu

This Memorandum of Understanding (**MOU**) sets the terms and understanding between the (**Sathyabama Institute of Science and Technology –Deemed to be University** of Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, INDIA)(**“University”**) and the (**Drizzle Productions**, CT1 - Navin Subhamangala Apartments, Kalasathamman koil street, Ramapuram, Chennai – 600089) as an Industry connect throughout the academic year in exploring synergies between both entities in a mutually beneficial way, thereby enhancing the learning process of the aspiring talents. This MOU is entered into on the date of last signature below (“Effective date”) by and between the two parties mentioned above.

SATHYABAMA Institute of Science and Technology was established in the year 1987 to promote technical education in the state of Tamil Nadu. Sathyabama Institute of Science and Technology is established under Sec 3 of UGC Act, 1956. It is one of the Pioneer institutions, imparting knowledge in the areas of Engineering, Science, Technology and Management. It is accredited with “A” grade by NAAC and declared as category A university by MHRD, Government of India. The Institution has also been certified with ‘DNV-GL ISO 9001:2015’ for its commitment to quality and continuous improvement. The Institution offers multidisciplinary academic programmes at Under graduate, Post graduate and Doctoral level.

DRIZZLE PRODUCTIONS PVT LTD are a production house based in Chennai. We conceptualize and create television commercials, corporate films, short films, music videos, documentaries and every possible digital content. Since our inception, we have been steadily increasing our clientele by associating ourselves with some of the emerging and renowned artists, product brands, and organizations in the industry. We always deliver content to exceed client expectations in the most cost effective way that they opt to come back to us every time they want new content to be created.

Purpose

The objective of this engagement is to explore opportunities to collaborate with your Institution and the students, thereby providing them opportunities to apply their learning practically and gain experience through the exercise. The purpose of this MOU is to document, among others, the parties' intentions of collaborating with the University to deliver the Programs under the initiative of creating a space for the Training Programs, Internships, Eminent talks and Field visit as mutually agreed. ("**Purpose**").

The above goals will be accomplished by undertaking activities that include but not limiting to Onsite and offsite content making projects, Intra and Inter college contests, media marketing exercises, Internships, Seminars, industrial visit, Workshops thereby creating a practical learning approach for the aspiring talents.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Scope of activities.**

(a) **DRIZZLE PRODUCTIONS will undertake the following activities:**

- i. **DRIZZLE PRODUCTIONS** shall help establish & implement at the college premises. Drizzle Productions shall conduct Training Programs covered under the Institution's MoU
- ii. Support with training Materials and certificate of participation to the internship training attendees;
- iii. Support University in delivering various Workshops on different subjects design various training programs for visual communication students and faculty members in the area of Media management, Advertisement , Film making, latest technology, content development and ('Internship Training Programs') and other topics as per Drizzle Productions current list of Training programs that is attached hereto

(b) **University/College will undertake the following activities:**

- (i) Provide the necessary infrastructure such as classrooms, laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various internship training programmes as per the requirement of Drizzle Productions;
- (ii) In case of project work: to allow / facilitate students to carry out project work as part of learning and hands on experience;

- (iii) Support Drizzle Productions to do promotion and marketing of production works, including online and additional marketing efforts for getting maximum student participation in production works and internship training; and
- 2. **Non-exclusivity.** For the avoidance of doubt, the arrangement between the parties as described herein is on a non-exclusive basis and nothing herein precludes either party from entering into similar arrangements with other third parties or like partners.
- 3. **Confidentiality.** The parties agree to the following:
 - (a) By virtue of this MOU, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include all information clearly marked or identified as confidential and any other information which would reasonably be understood to be confidential.
 - (b) A party's Confidential Information shall not include information which (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of the MOU.
 - (c) The parties agree, both during the term of this MOU and for a period of one (5) years after termination of this MOU, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this MOU.
 - (d) If in order to fulfill the purposes of this MOU it is necessary for the party receiving Confidential Information to copy all or a portion of the Confidential Information of the disclosing party, the receiving party may do so for the said purposes and no other purpose.
 - (e) Upon termination of this MOU, whether by termination or otherwise, whichever is earlier, each party shall immediately return the Confidential Information of the other party or shall certify in writing signed by its authorized representative that the Confidential Information of the other party has been destroyed.
 - (f) The intellectual property belongs to the respective parties. Any unauthorized usage of any training material and or any intellectual property delivered as a part of training or training delivery, which is provided by Drizzle Productions or its associates, or it's copying for self-use or use by any other related or un-related companies of Sathyabama is not allowed.

4. **No claims.** Except for the confidentiality obligations in Clause 4, no party shall make a claim against, or be liable or obligated to, the other party or its affiliates or agents for any damages or costs, including direct, indirect, special, incidental, consequential, or punitive damages, under any theory of law, including, without limitation, damages or costs for lost profits or business opportunity or injury to business reputation as a result of:
 - (a) The failure to fulfil any obligation, expectation or evaluation described in this MOU;
 - (b) Any act or omission by a given party hereunder; or
 - (c) Failure to enter into any other agreement.
5. **Funding.** There shall be no commitment of funds by both parties as part of this engagement. In case, if Drizzle Productions conducting workshops, seminars with their own industrial experts can be paid based on the terms shall be as discussed and mutually agreed.
6. **Costs.** Each party shall bear all of its costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this MOU.
7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles, and the parties submit to the exclusive jurisdiction of the Indian Courts.
8. **Resolution of disputes.** If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by joint consultation between the parties in the spirit of mutual cooperation.
9. **Term.** The duration of this MOU shall be (5) years commencing from the Effective Date and is automatically renewed for the subsequent year unless the other Party is notified two months in advance.
10. **Period of validity.** This MOU is at-will and may be modified by mutual consent of authorized officials from the two partners. This MOU shall become effective upon signature by the authorized officials from both the partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from both the partners this MOU shall end on (end date of partnership). This contract is revocable and has a duration of 5 years, from the date of signing by both the parties. After a period of 5 year, the extension of this contract shall be decided mutually and agreed and signed as a written agreement.

11. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing. However, any termination shall not hinder completion of current obligation of either parties. Standard Force majeure clause as applicable in India shall apply.

Reporting

Mr.VIJAYA GANAPATHY, Creative Director of DRIZZLE PRODUCTIONS, will coordinate with Mr.A.R.Vimal Raj , Asst Professor ,Dept of Visual communication, Sathyabama Institute of Science and Technology, Chennai with respect to periodic assessment of the engagement and create a monthly report for stakeholders' reference.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

For **DRIZZLE PRODUCTIONS PVT LTD**



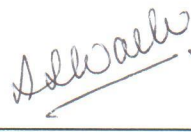
Name: **Mr.VIJAYA GANAPATHY**

Designation: **Creative Director**

Date:



For **SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY ,**



Name: **Dr.S.Sundar Manoharan**

Designation: **Vice Chancellor**

Date:

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.



AGREEMENT REGARDING LABVIEW ACADEMY PROGRAM

This Agreement Regarding LabVIEW Academy Program ("Agreement") is made by and between **Sathyabama Institute of Science and Technology**, Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai 600, 119, Tamil Nadu, India ("Institution") and **NI Systems (India) Private Limited** ("NI"), having an address at 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore - 560 103, Karnataka, India, effective as of 30th August 2019 (the "Effective Date"). For good and valuable consideration, the parties agree as follows:

1. **Institution; Courses.** Institution warrants and represents that it is a degree-granting educational institution. During the Term (as defined below), Institution agrees to offer and conduct courses for academic purposes at Institution's facilities, in a professional manner, teaching the use of the NI LabVIEW software, which courses must not be for commercial, corporate or "customer" training purposes and must (a) be taught by an instructor who is then currently a Certified LabVIEW Associate Developer (the Certified LabVIEW Associate Developer certificate needs to be updated every two years) who regularly teaches degree-fulfilling or continuing education courses to students enrolled in or taking continuing education courses at Institution ("Instructor"); (b) include at least 30 hours of instruction specifically directed to the use of the LabVIEW software; (c) be provided in accordance with a course syllabus reviewed and approved by NI; and (d) otherwise meet requirements provided or made available by NI to Institution from time to time (the "Courses"). Faculty members, who are part of the LabVIEW training program at the Institution, are eligible for free CLAD exam for the first attempt.

2. **NI Instructional Materials.** During the Term, NI agrees to provide to Institution, at no charge, the "Instructional Materials" identified on Exhibit A (the "Materials") solely for the purpose of Institution's teaching the Courses.
 - 2.1. Subject to, and conditioned on Institution's compliance with, the terms of this Agreement, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to (a) use the Materials for the sole purpose of teaching the Courses, (b) provide the Materials only to those students enrolled (or taking continuing education classes) at Institution and who are taking the Courses ("Students"), except that Institution may not to provide to any Students, or to any persons or entities other than Instructors, any Materials which are designated on Exhibit A as "Instructor Use Only", and (c) make a reasonable number of copies of only those Materials which are identified on Exhibit A as "Copying Permitted for Course Use", but only as necessary for the purpose set forth in this Subsection 2.1.
 - 2.2. Institution hereby agrees not to itself, and not to encourage or assist Students or others to, (a) copy or reproduce any Materials except as expressly permitted in Subsection 2.1, (b) transfer, disseminate or distribute any Materials to any third-party, except Students to the extent expressly permitted in Subsection 2.1, or (c) use any Materials for any purpose other than the Courses. On any termination or expiration of this Agreement, if NI requests, Institution shall, at Institution's sole cost and expense, return to NI all Materials identified on Exhibit A as "Instructor Use Only".

3. **Required Software Products Not Included.** Institution agrees to obtain from NI (or National Instruments Ireland Resources Ltd.), at Institution's sole cost and expense, the necessary Academic Teaching Licenses (as described in the applicable National Instruments Software License Agreement) to use the LabVIEW software in conducting the Courses; and to obtain from NI (or National Instruments Ireland Resources Ltd.), or cause each of the Students to so obtain, at their sole cost and expense, the necessary Student Edition Licenses (as described in the applicable National Instruments Software License Agreement) to use the LabVIEW software in the Courses. Institution agrees to comply with, and to cause the Students to comply with, such licenses, including without limitation ensuring that the licensed software is not used for any research, commercial, industrial, or other purpose prohibited by the applicable National Instruments Software License Agreement. Except as may be expressly modified by this Agreement, the terms and conditions of the applicable National Instruments Software License Agreements govern Institution's, and the Instructors' and Students', uses of the LabVIEW software as related to the LabVIEW Academy Program and the Course.

4. **Required Textbooks and Equipment Not Included.** Institution further agrees to obtain and provide, at Institution's sole cost and expense, or to cause each of the Students to so obtain, at their sole cost and expense, textbooks acceptable to NI for use in the Course; one personal computer (PC) per Student (with LabVIEW software licensed as described in Section 3); and NI DAQ equipment, or other appropriate NI equipment approved by NI, required for lab component (2 Students:1 equipment unit ratio). Such textbooks, PC and NI DAQ equipment, and any other appropriate NI equipment approved by NI, must be obtained separately and are subject to separate charges.

5. Name, Logo, and Trademarks.

- 5.1. Subject to, and conditioned on Institution's compliance with, the terms of this Agreement, NI hereby grants to Institution, and Institution hereby accepts, a nonexclusive, nontransferable, limited license, for the Term (as defined below) only, to display the "LabVIEW Academy" Logo identified on Exhibit B hereto, the "LabVIEW Academy" name, any and all trademarks of NI therein, including without limitation, "LabVIEW", "National Instruments", and the "LabVIEW" logo design, only as part of, and as each appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be (such trademarks being referred to as the "Marks"), solely in connection with providing, selling, promoting and advertising the Courses, solely on web site displays, printed literature, and other materials acceptable to NI and which are of an acceptable level of quality determined by NI in NI's sole discretion, and solely in accordance with Exhibit B hereto and any and all other guidelines and instructions provided or made available by NI to Institution from time to time. In no event may Institution display or use any Mark except as part of, and as it appears in, the "LabVIEW Academy" Logo or the "LabVIEW Academy" name as the case may be.
- 5.2. With a view to ensuring the maintenance of an acceptable level of quality of the web site displays, printed literature, and other materials, and the Courses, on or in connection with which the "LabVIEW Academy" Logo and/or "LabVIEW Academy" name are displayed, Institution shall submit, at no charge, representative specimens of such materials and Course-related materials to NI for review, as may be requested by NI from time to time, and to permit NI representatives to attend Course sessions at no charge to such extent as may be reasonable for such purpose. Institution agrees to comply with Exhibit B hereto and any and all other requirements, guidelines and instructions provided or made available by NI to Institution from time to time, in each instance of Institution's display of the "LabVIEW Academy" Logo or "LabVIEW Academy" name.
- 5.3. Goodwill generated by any use by Institution of the "LabVIEW Academy" Logo or the "LabVIEW Academy" name and the Marks, inures solely to the benefit of NI, and no use thereof shall give Institution any right, title or interest in any of such logos, names, or Marks. Upon notice by NI, or in any event on any termination or expiration of this Agreement, Institution shall immediately cease all display and use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, and all advertising, promotional and sales literature bearing any of such logos, names, or Marks. In the event of a claim of infringement or violation of any intellectual or industrial property right involving the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, Institution agrees to make such modifications to the "LabVIEW Academy" Logo or the "LabVIEW Academy" name, or cease any and all display and use of them, as may be instructed by NI in writing. Institution acknowledges NI's ownership of the Marks and agrees to make no use thereof except as may be expressly permitted by this Agreement. At NI's request, Institution agrees to reasonably cooperate with NI, at NI's reasonable expense, in NI's evidencing and protecting NI's rights in the Marks, including without limitation by providing, executing and delivering to NI any reasonably requested documents in furtherance thereof. Institution recognizes and acknowledges the goodwill appurtenant to use and/or ownership of the Marks, the validity of the Marks, NI's rights in the Marks, NI's registrations for the Marks (if any), and the distinctiveness of Marks. Institution agrees to take no action to attack, contest or undercut NI's ownership or the validity of any of the Marks or any applications to register or registrations thereof, or which would tend to destroy or diminish the goodwill in any of the Marks. Without limiting the generality of the foregoing, Institution shall not during the term of this Agreement or thereafter:
- (a) apply to register or maintain any application or registration of any of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, any Mark, or any mark confusingly similar to any Mark, in any jurisdiction, domestic or foreign;
 - (b) take any action that may tend to imply or express that Institution is the owner of any Mark or that Licensee has any right, title or interest in ownership or usage in any Mark;
 - (c) use or register an internet domain using, containing, or confusingly similar to the "LabVIEW" Academy name, or any Mark;
 - (d) misuse any Mark;
 - (e) use the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any manner which may diminish the goodwill appurtenant in any Mark, or disparage NI or NI's business or any of NI's products or services;
 - (f) use any colorable imitation or variant form of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, not specifically approved in writing by NI;
 - (g) alter or deface the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any way except as may be instructed in writing by NI; or
 - (h) use, in connection with the manufacture, sale, distribution, or promotion of any products or services (except display of the "LabVIEW Academy" Logo and the "LabVIEW Academy" name in connection with the Courses to the extent expressly permitted in this Agreement) the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, or any mark or name confusingly similar to any of them.
- 5.4. Institution may not take any action against a third party in relation to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark, without NI's prior written consent. NI undertakes no obligation to register or apply to register, or to maintain any registrations of, the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark in any jurisdiction. Institution will, immediately upon becoming aware, give full written particulars to NI of (a) any allegation that the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or any Mark infringes the rights of any third party, or (b) any unauthorized use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark by a third party. Institution will not make any allegation, admission, settlement, or comment in respect of any such matter without the prior written consent of NI. Unless specifically and expressly

waived in accordance with Section 15, NI will have sole right to control the prosecution, defense and any settlement of any claim, dispute or proceedings related to the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, or a Mark, including but not limited to NI's sole discretion regarding whether to implement any action and whether or not to bring or defend, or settle or attempt to settle, any claim, dispute or proceeding.

6. **No Other Licenses.** Institution acknowledges that all intellectual and industrial property rights, including but not limited to any copyrights and trademarks, which relate to the Materials, belong to and are retained by NI or NI's subsidiaries, as applicable. No rights, licenses or permissions, express, implied or by estoppel, are granted by NI except for the limited licenses expressly set forth in this Agreement. All rights not expressly permitted to Institution in this Agreement are reserved to NI.
7. **Warranty Disclaimer.** INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSES, MATERIALS AND INFORMATION PROVIDED BY NI ARE AND WILL BE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, AND NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO SUCH LICENSES, MATERIALS OR INFORMATION, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY OTHER WARRANTIES THAT MAY OTHERWISE ARISE FROM USAGE OF TRADE OR COURSE OF DEALING; ANY AND ALL OF WHICH IMPLIED AND STATUTORY WARRANTIES ARE HEREBY DISCLAIMED, TO THE FULL EXTENT PERMITTED BY LAW.

8. **Term and Termination.**

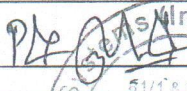
- 8.1. **Term.** This Agreement shall commence on the Effective Date and continue for a period of one (1) year subject to any renewal as provided below, and in any event subject to termination as provided below (the "Term"). This Agreement shall automatically renew for no more than three (3) successive one (1)-year periods unless either party, in its sole discretion and for its convenience, for any reason or for no reason, otherwise notifies the other party of nonrenewal in writing at least sixty (60) days prior to the end of the original or the then-current renewal period, as applicable.
- 8.2. **Termination.** If either party breaches this Agreement, the other party may terminate this Agreement upon notice to such party if such breach has not been cured to the reasonable satisfaction of the other party within thirty (30) days following written notice of the breach. This Agreement shall terminate immediately and automatically if the Institution suspends operations, is or becomes the subject any bankruptcy or similar proceeding, makes an assignment for the benefit of creditors, or is adjudicated bankrupt or insolvent.
- 8.3. **Effect.** The following sections and subsections shall survive any termination or expiration of this Agreement: 2.2, 5.3, 5.4, 6, 7, 8.3, 9, 10, 11, 12, 13, 14 and 15.

9. **INDEMNITY; LIMITED LIABILITY.**

- 9.1. **Indemnity By Institution.** Institution shall indemnify, defend and hold NI harmless for (a) any damage, expense (including reasonable attorneys' fees), loss, or injury (collectively, "Losses") arising from or in connection with any failure to comply with any of the provisions of Section 5 or any of its subsections; and (b) Losses claimed or sustained by Institution, a Student or other third-party relating to or arising from any Courses or any activities related thereto; however the same may be caused, including without limitation wholly or partially by the fault, negligence or strict liability of NI or others; provided that NI promptly notifies Institution of such claim, and provides Institution with the authority, assistance, and information Institution needs to defend or settle such claim. Institution shall not be liable for a settlement made without its prior written consent.
- 9.2. **Indemnity By NI.** NI shall indemnify, defend and hold Institution harmless for any claim by a third party that the Materials, as provided by NI, infringe such third party's United States copyrights; provided that such claim does not arise from use of the Materials other than as expressly permitted in this Agreement, from any use or combination of the Materials with other materials not provided by NI, or from modification of the Materials not made by NI; and provided that Institution promptly notifies NI of such claim, and provides NI with the authority, assistance, and information NI needs to defend or settle such claim. NI shall not be liable for a settlement made without its prior written consent. This Subsection 9.2 states Institution's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, copyright, or other intellectual or industrial property right relating to the Materials. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY OR REMEDY AGAINST INFRINGEMENT.
- 9.3. **Liability.** EXCEPT AS PROVIDED IN SUBSECTION 9.2, IN NO EVENT SHALL NI BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY INSTITUTION, OR ANY STUDENT OR OTHER THIRD PARTY, ARISING FROM THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF NI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF CAUSED BY THE FAULT, NEGLIGENCE OR STRICT LIABILITY OF NI OR OTHERS. IN NO EVENT SHALL NI'S LIABILITY UNDER THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE AMOUNT OF US\$1,000 (ONE THOUSAND U.S. DOLLARS).

10. **Independent Contractors; Freedom of Action.** Institution and NI are independent contractors to one another and nothing herein shall be deemed to create an agency, partnership, joint venture, franchise or employment relationship between NI and Institution or its personnel, and neither party shall represent to the contrary, either expressly, implicitly, by appearance or otherwise. Institution acknowledges, represents, and agrees that it has not paid, and will not pay, any fee to enter into this Agreement. The licenses, rights and permissions granted to Institution under this Agreement are nonexclusive. NI may provide identical or similar licenses to others. Further, NI may itself, or with others, (including without limitation other educational institutions), provide, deliver and/or teach courses that are the same as, or similar to, the Courses, or engage in other activities described in this Agreement.
11. **Assignment.** Each party understands and acknowledges that this Agreement is personal to the parties and accordingly, except for NI's right to assign this Agreement to a related entity, neither party may assign this Agreement (in whole or part) without the prior written consent of the other and any attempt to do so shall be void. Institution may not delegate or subcontract any of its obligations under this Agreement without NI's prior written consent.
12. **Choice of Law and Forum.** This Agreement shall be construed under the laws of India. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by a sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Bangalore and the arbitration proceedings shall take place in the English language. The arbitration award is final and binding upon the parties and the parties undertake to carry out any arbitration award without delay and shall be deemed to have waived their right to any form of recourse insofar as such waiver can validly be made.
13. **Notices.** All notices which shall be given by either party under the terms of this Agreement shall be in writing and be hand delivered, sent by facsimile transmission, overnight delivery, or sent by certified mail, return receipt requested, addressed to the receiving party at the address listed below or to such other persons or addresses as may be designated by a party in writing. Notice shall be effective on the date it is received or receipt is confirmed or, if mailed as described above, no later than ten (10) days after the date of such mailing.
14. **Compliance with Laws.** Institution agrees to comply with all applicable laws, including without limitation United States export laws and regulations, in Institution's performance of, and exercise of rights under, this Agreement.
15. **Entire Agreement; Counterparts; Language; Amendment; Construction; Severability; Waiver.** This Agreement, together with the exhibits attached hereto and referred to herein, embodies the entire understanding between the parties regarding the subject matter hereof and supersedes all prior representations, discussions and communications, whether oral or written. This Agreement may be executed in two counterparts, each of which taken together shall constitute one single agreement between the parties. This Agreement may be executed by facsimile signature. This Agreement is solely in the English language. Any translations into any other languages shall be of no effect in interpreting this Agreement or otherwise. No amendment, change, alteration, or modification hereof may be made except in a writing signed by both parties. The headings used herein are for convenience only and shall not enter into the interpretation hereof. Each term and condition of this Agreement will be construed in such manner to be valid, enforceable and in compliance with applicable law. If any provision of this Agreement is deemed or held by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such construction will neither impair nor affect the validity or enforceability of any other provisions of this Agreement. The failure to insist upon strict compliance with any of the provisions of this Agreement shall not be deemed a waiver of any such provision, nor shall any waiver or relinquishment of any right or power hereunder, at any one or more times, be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver of any right under this Agreement is effective unless made in writing, signed by an authorized representative of the waiving party and dispatched to the benefiting party in accordance with Section 13.

EXECUTED as of the Effective Date set forth above.

NI Systems (India) Private Limited	Sathyabama Institute of Science and Technology
Signature: 	Signature and stamp: 
Priyachandar P Regional ISE Manager - India	Dr. S. Sundar Manoharan, VC
Date: August 30, 2019	Date: August 30, 2019
Notice Address: 81/1 & 82/1, Salarpuria Softzone, Wing B, 5th Floor, Block A, Bellandur, Varthur Hobli, Bangalore - 560 103, Karnataka, India	Notice Address: Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai 600 119, Tamil Nadu, India

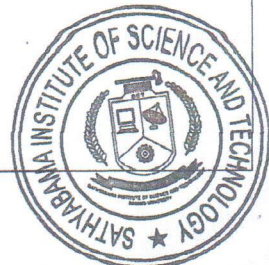


EXHIBIT A

Instructional Materials:

- **Instructors Guide**
- **LabVIEW Core I and II manuals**
- **Exercises and Solutions for Core I and II manuals**
- **LabVIEW Instructional slides (Core I and II, CLAD Prep)—Instructor Use Only**
- **45 supplemental LabVIEW questions—Copying Permitted for Course Use**
- **Instructor version of the Student Workbook (PDF)—Instructor Use Only**
- **Student workbook version (PDF)—Copying Permitted for Course Use**

EXHIBIT B

1. LabVIEW Academy Logo:

The "LabVIEW Academy" logo is set out below for identification (the "SAMPLE" watermark is not part of the logo—the artwork for the logo will be made available after execution of this Agreement by Institution and NI):



2. Requirements:

In addition to the other requirements of this Agreement with respect to the use of the "LabVIEW Academy" Logo, the "LabVIEW Academy" name, and the Marks, Institution agrees to comply with the guidelines at www.ni.com/trademarks and any and all other guidelines that may be provided or made available by NI to Institution from time to time, and to include, in prominent type and font as specified by NI, the following legend in all materials on or in connection with which the "LabVIEW Academy" Logo or the "LabVIEW Academy" name are used:

"LabVIEW", "National Instruments", and the "LabVIEW" logo design are trademarks of National Instruments Corporation, and are used, as part of the "LabVIEW Academy" logo and the "LabVIEW Academy" name, with the permission of National Instruments Corporation. [name of Institution], not National Instruments Corporation, is solely responsible for the courses offered by [name of Institution], including without limitation those teaching the use of the LabVIEW™ software, and all materials, content, software, and code contained in or made available through this document or web site. Neither [name of Institution], nor any courses or other goods or services offered by [name of Institution], are affiliated with, endorsed by, or sponsored by National Instruments Corporation.



Memorandum of Understanding Between

SATHYABAMA

Institute of Science and Technology

Chennai, Tamil Nadu

and

Lakshmi Movie Makers (I) PVT. LTD)

(INDIAN FILM PRODUCTION AND DISTRIBUTION COMPANY),

Chennai, Tamil Nadu



This Memorandum of Understanding (**MOU**) sets the terms and understanding between the Sathyabama Institute of Science and Technology – Deemed to be University of Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, INDIA (“**University**”) and the Lakshmi Movie Makers (I) Ltd - (**Film Production Company**) Address: No 20/7, Chandra Apartment , Puliyur 2nd Main Road , 2nd Street , Trustpuram, Kodambakkam, Chennai - 24. As an Industry - Institute connect throughout the academic year in exploring synergies between both entities in a mutually beneficial way, thereby enhancing the learning process of the aspiring talents. This MOU is entered into on the date of last signature below (“Effective date”) by and between the two parties mentioned above.

SATHYABAMA Institute of Science and Technology was established in the year 1987 to promote technical education in the state of Tamil Nadu. Sathyabama Institute of Science and Technology is established under sec of UGC Act, 1956. It's one if the pioneer Instructions, imparting Knowledge in the areas of Engineering, Science Technology and Management. It is accredited with “A” grade by NAAC, Government of India. The institution has also been certified with DNV-GL ISO 9001: 2015’ for its commitment to quality and continuous improvement. The Institution offers multidisciplinary academic programmes at Under Graduate, Post graduate and Doctoral level.

LAKSHMI MOVIE MAKERS is an Indian film production and distribution company headed by LMM Muralidharan and M.Gokulakrishnan. The Lakshmi Movie Makers experienced significant success in the mid-1990s, with several film projects such as Anbe Sivam, Pudhu Pettai, Bagavathi, Gokulathil Seethai (1996) and Unnidathil Ennai Koduthen (1998) becoming profitable.

Purpose

The objective of this engagement is to explore opportunities to collaborate with your Institution and the students, thereby providing them opportunities to apply their learning practically and gain experience through the exercise. The purpose of this MOU is to document, among others, the parties' intentions of collaborating with the University to deliver the Programs under the initiative of creating a space for the Training Programs and Placements and Internship ,Job offers for students Eminent talks and field visit as mutually agreed. ("**Purpose**").

The above goals will be accomplished by undertaking activities that include but not limiting to Onsite and offsite content making projects, Intra and Inter college contests, media marketing exercises, Internships, Seminars, industrial visit, Workshops thereby creating a practical learning approach for the aspiring talents.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Scope of activities.

(a) Lakshmi Movie Makers (I) Ltd (Film Production Company) **will undertake the following activities:**

- i. Lakshmi Movie Makers (I) Ltd (Film Production Company) shall help establish & implement at the college premises. (Industry) shall conduct Training Programs covered under the Institution's MoU
- ii. Support with training Materials and certificate of participation (Students) to the training attendees;
- iii. Support University in delivering various Media relevant Workshops on different subjects design various training programs for visual communication students and faculty members in the area of Video Editing , Script Writing, Film making with latest technology, ('Training Programs') and other topics as per Lakshmi Movie Makers (I) Ltd (Film Production Company current list of Training programs that is attached hereto.

(b) **University/College will undertake the following activities:**

- (i) Provide the necessary infrastructure such as classrooms, laboratories, workshop training, audio visual equipment, copying facilities, for conducting the various training programmes as per the requirement of Lakshmi Movie Makers (I) Ltd (Film Production Company);
- (ii) In case of project work: to allow / facilitate students to carry out project work as part of learning and hands on experience;
- (iii) Support **Lakshmi Movie Makers (I) Ltd** (Film Production Company) to do promotion and marketing of various Training Programs to get admissions for the courses from time to time, including online and additional marketing efforts for getting maximum participation for the courses; and

2. **Non-exclusivity.** For the avoidance of doubt, the arrangement between the parties as described herein is on a non-exclusive basis and nothing herein precludes either party from entering into similar arrangements with other third parties or like partners.
3. **Confidentiality.** The parties agree to the following:
 - a. By virtue of this MOU, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include all information clearly marked or identified as confidential and any other information which would reasonably be understood to be confidential.
 - b. A party's Confidential Information shall not include information which (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of the MOU.
 - c. The parties agree, both during the term of this MOU and for a period of one (2) years after termination of this MOU, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this MOU.
 - d. If in order to fulfil the purposes of this MOU it is necessary for the party receiving Confidential Information to copy all or a portion of the Confidential Information of the disclosing party, the receiving party may do so for the said purposes and no other purpose.
 - e. Upon termination of this MOU, whether by termination or otherwise, whichever is earlier, each party shall immediately return the Confidential Information of the other party or shall certify in writing signed by its authorized representative that the Confidential Information of the other party has been destroyed.
 - f. The intellectual property belongs to the respective parties. Any unauthorized usage of any training material and or any intellectual property delivered as a part of training or training delivery, which is provided by (industry) or its associates, or its copying for self-use or use by any other related or un-related companies of Sathyabama is not allowed.
4. **No claims.** Except for the confidentiality obligations in Clause 4, no party shall make a claim against, or be liable or obligated to, the other party or its affiliates or agents for any damages or costs, including direct, indirect, special, incidental, consequential, or punitive

damages, under any theory of law, including, without limitation, damages or costs for lost profits or business opportunity or injury to business reputation as a result of:

- a. The failure to fulfil any obligation, expectation or evaluation described in this MOU;
- b. Any act or omission by a given party hereunder; or
- c. Failure to enter into any other agreement.

5. **Funding.** There shall be no commitment of funds by both parties as part of this engagement. But **Lakshmi Movie Makers (I) Ltd** (Film Production Company) can be provide the fund for the final year Viscom students' for their short films and other programmes as per **Lakshmi Movie Makers (I) Ltd** (Film Production Company) Norms, Dept of Visual communication In case, if industry conducting workshops, seminars with their own industrial experts can be paid based on the terms shall be as discussed and mutually agreed.
6. **Costs.** Each party shall bear all of its costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this MOU.
7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles, and the parties submit to the exclusive jurisdiction of the Indian Courts.
8. **Resolution of disputes.** If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by joint consultation between the parties in the spirit of mutual cooperation.
9. **Term.** The duration of this MOU shall be one (3) year commencing from the Effective Date and is automatically renewed for the subsequent year unless the other Party is notified two months in advance.
10. **Period of validity.** This MOU is at-will and may be modified by mutual consent of authorized officials from the two partners. This MOU shall become effective upon signature by the authorized officials from both the partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from both the partners this MOU shall end on (end date of partnership). This contract is revocable and has duration of 3 year, from the date of signing by both the parties. After a period of 3 year, the extension of this contract shall be decided mutually and agreed and signed as a written agreement.
11. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing. However, any termination shall not hinder completion

of current obligation of either parties. Standard Force majeure clause as applicable in India shall apply.

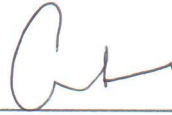
Reporting

Mr.M GOKULA KRISHNAN of **Lakshmi Movie Makers (I) Ltd** will coordinate with **Mr.R.PUGALENDHI** Assistant Professor Dept of Visual Communication, Sathyabama Institute of Science and Technology, Chennai with respect to periodic assessment of the engagement and create a monthly report for stakeholders' reference.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

For **Lakshmi Movie Makers (I) Ltd**
(Film Production Company)

For **Sathyabama Institute of Science & Technology**

M. 

Name: **Mr. M.Gokulakrishnan**
Designation: **Managing Director**

Date: 24/09/2019



Name: **Dr.S.Sundar Manoharan**
Designation: **Vice Chancellor**

Date: 24/09/2019.



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.

MEMORANDUM OF UNDERSTANDING

Between

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
Chennai, India

And

KKM SOFT P LTD
Chennai, India

This Memorandum of Understanding (MOU) is made on this day, the 20th March '19 between **SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY**, Jeppiaar Nagar, Rajiv Gandhi Road, Chennai - 600 119 and **KKM SOFT P LTD** No. 21-B, 5th Cross Street(South Phase), Thiru Vi Ka.Industrial Estate, Guindy Industrial Estate, Chennai – 600 032.

Purpose and Objectives

1. The purpose of this MOU is to provide students with Training & Certification on Autodesk 2D & 3D and Related Software at a subsidized cost.
2. This MOU would facilitate in organizing workshops, seminars and in providing Value added software training to all the students.
3. To impart the 3D design skills using Building Information Modeling concepts and to enhance the employability of the students.

Responsibilities of Sathyabama Institute of Science & Technology as part of MOU

1. Provide Adequate Infrastructure (Lab, Computer with Min System Requirements etc.,) to Conduct Training inside the campus
2. Approve Time Slots for Conducting Training inside the campus
3. Allot Training Coordinator to Facilitate the Program
4. Collect the Prescribe Fee from Students & Pay to KKM Soft Pvt Ltd

Responsibilities of KKM Soft as part of MoU

1. KKM Soft will train Architecture Students by the Industry Standards and Industry Workflows.
2. KKM Soft will set up "Autodesk Design & CENTER OF EXCELLENCE " in Architecture CAD Lab as an Acknowledgement of MOU
3. KKM Soft will offer Training & International Certification to students at subsidized cost
4. E Books & E Certificates will be delivered to students who have enrolled for the training programs
5. Regular engagements with the Department by conducting workshops and FDPs On Emerging Technologies
6. KKM Soft will be assisting the students for Autodesk design competition
7. Students will be asked to work on Individual Projects & Project Completion Certificate on BIM will be given with college Logo
8. KKM Soft will depute Autodesk Certified Trainer to handle the Training
9. KKM Soft will periodically assess the students' progress and report the same to Head of the Department during the training program.

Annexure - I

Autodesk Academic Adoption Program – Subsidized Course Fee

Faculty of Building and Environment

Concept	Course	Hours	Fees
Building Information Modelling (BIM)	BIM Basics + Revit (Arch+Structure+Mep) 2018	50	4720

S.No	Year	Course	Hours	Fees
1	2nd	AutoCAD 2018 2D Drafting + BIM Basics + Revit Architecture 2018 Trimble Sketchup	100	6372
2	All	Rhino + Grasshopper Workshop	1 Day	Free
3	All	Ecotect Analysis Workshop	1 Day	Free
4	All	Project Completion Certificate from Autodesk		Free

Terms & Conditions

1. 100% of Payment will be Paid on Commencement of Training Program.
2. Payment to be made through Cheque / DD /Online transfer in the name of KKM Soft Pvt Ltd.
3. All payments are subject to deduction of applicable taxes.

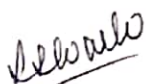
MOU Effective Date

This MOU shall be in force for a period of Three years from the date of signing and will be renewed/ refreshed on mutually agreed terms and conditions.

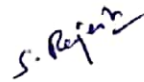
This Memorandum of Understanding shall be effective from the date of signing by both parties

For Sathyabama Institute of Science and Technology, Chennai

For KKM Soft P Ltd, Chennai



Dr S Sundar Manoharan
Vice Chancellor


Mr. Rajesh S
Business Head, Government and Key Accounts

Date: 20/3/2019
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.

Date: 20/3/19



**Memorandum of Understanding
Between
SATHYABAMA
INSTITUTE OF SCIENCE AND TECHNOLOGY,
Chennai, Tamil Nadu**



and

**GALATTA MEDIA PVT. LTD.
Chennai, Tamil Nadu**

This Memorandum of Understanding (**MOU**) sets the terms and understanding between Sathyabama Institute of Science and Technology –Deemed to be University located at Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamil Nadu, INDIA (hereafter referred as **SATHYABAMA**) and the **GALATTA MEDIA PVT LTD** located at No.177, Raheja Tower, 7th Floor, Sigma Wing, Mount Road, Chennai - 600 002 (hereafter referred as **GALATTA**) an Industry - Institute connect to explore the synergies between both entities in a mutually beneficial way, thereby enhancing the learning process of the aspiring talents. This MOU is entered into on the date of last signature below ("Effective date") by and between the two parties mentioned above.

Purpose

The objective of this engagement is to explore opportunities to collaborate between the Institutions. The purpose of this MOU is to document, among others, **GALATTA**'s intention to collaborate with **SATHYABAMA** to deliver the Programs under the initiative of creating a space for the Training Programs, Internships, Eminent talks and Field visit as mutually agreed.

The above goals will be accomplished by undertaking activities that include but not limiting to Onsite and offsite content making projects, Intra and Inter college contests, media marketing exercises, Internships, Seminars, industrial visit, Workshops thereby creating a practical learning approach for the aspiring talents.

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Scope of activities.

(a) GALATTA MEDIA PVT LTD will undertake the following activities:

- i. **GALATTA** shall conduct Training Programs at **SATHYABAMA**'s premises.
- ii. Support with training Materials and certificate of participation to the interns or trainees.
- iii. Support **SATHYABAMA** in delivering Workshops on different subjects. designing training programs for visual communication students and faculty members in the area of Media management, Film making, TV Programming content, latest technology, content development and ('Training Programs')

and other topics as per **GALATTA** 's current list of Training programs that is attached hereto

(b) **SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY** will undertake the following activities:

- (i) Provide the necessary infrastructure such as classrooms, laboratories, audio visual equipment, copying facilities, for conducting the training programmes as per the requirement of **GALATTA** ;
- (ii) In case of project work: to allow / facilitate students to carry out project work as part of learning and hands on experience;
- (iii) Support **GALATTA** to do promotion and marketing of various Training Programs to get admissions for the courses from time to time, including online and additional marketing efforts for getting maximum participation for the courses, allow students participation in the TV shows produced by **GALATTA** ; and

2. **Non-exclusivity.** For the avoidance of doubt, the arrangement between the parties as described herein is on a non-exclusive basis and nothing herein precludes either party from entering into similar arrangements with other third parties or like partners.

3. **Confidentiality.** The parties agree to the following:

- (a) By virtue of this MOU, the parties may have access to information that is confidential to one another ("**Confidential Information**"). Confidential Information shall include all information clearly marked or identified as confidential and any other information which would reasonably be understood to be confidential.
- (b) A party's Confidential Information shall not include information which (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party without breach of the MOU.
- (c) The parties agree, both during the term of this MOU and for a period of one (5) years after termination of this MOU, to hold each other's Confidential Information in confidence. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this MOU.
- (d) If in order to fulfill the purposes of this MOU it is necessary for the party receiving Confidential Information to copy all or a portion of the Confidential Information of the disclosing party, the receiving party may do so for the said purposes and no other purpose.
- (e) Upon termination of this MOU, whether by termination or otherwise, whichever is earlier, each party shall immediately return the Confidential Information of the other party or shall certify in writing signed by its authorized representative that the Confidential Information of the other party has been destroyed.

- (f) The intellectual property belongs to the respective parties. Any unauthorized usage of any training material and or any intellectual property delivered as a part of training or training delivery, which is provided by **GALATTA** or its associates, or it's copying for self-use or use by any other related or un-related companies of **SATHYABAMA** is not allowed.

4. **No claims.** Except for the confidentiality obligations in Clause 4, no party shall make a claim against, or be liable or obligated to, the other party or its affiliates or agents for any damages or costs, including direct, indirect, special, incidental, consequential, or punitive damages, under any theory of law, including, without limitation, damages or costs for lost profits or business opportunity or injury to business reputation as a result of:
- (a) The failure to fulfil any obligation, expectation or evaluation described in this MOU;
 - (b) Any act or omission by a given party hereunder; or
 - (c) Failure to enter into any other agreement.
5. **Funding.** There shall be no commitment of funds by both parties as part of this engagement. In case, if **GALATTA** conducting workshops, seminars with their own industrial experts can be paid based on the terms shall be as discussed and mutually agreed.
6. **Costs.** Each party shall bear all of its costs and expenses which it may incur in fulfilling its obligations and responsibilities set forth in this MOU.
7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles, and the parties submit to the exclusive jurisdiction of the Indian Courts.
8. **Resolution of disputes.** If any question or situation should arise which is not expressly provided for in this MOU, the same shall be resolved by joint consultation between the parties in the spirit of mutual cooperation.
9. **Term.** The duration of this MOU shall be (3) years commencing from the Effective Date and is automatically renewed for the subsequent year unless the other Party is notified two months in advance.
10. **Period of validity.** This MOU is at-will and may be modified by mutual consent of authorized officials of the parties. This MOU shall become effective upon signature by the authorized officials representing both the parties and will remain in effect until modified or terminated by any one of the parties by mutual consent. In the absence of mutual agreement by the authorized officials from both the parties this MOU shall end on (end date of partnership). This contract is revocable and has duration of 3 years, from the date of signing by both the parties. After a period of 3 year, the extension of this contract shall be decided mutually and agreed and signed as a written agreement.
11. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing. However, any termination shall not hinder completion of current obligation of either parties. Standard Force majeure clause as applicable in India shall apply.

Reporting

Mr. Mahesh, Technical Incharge, **GALATTA MEDIA PVT LTD** will coordinate with Ms. N. Nazini, Asst. Professor & Head, Dept. of Visual communication, **SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY**, Chennai with respect to periodic assessment of the engagement and create a monthly report for stakeholders' reference.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, effective as of the Effective Date.

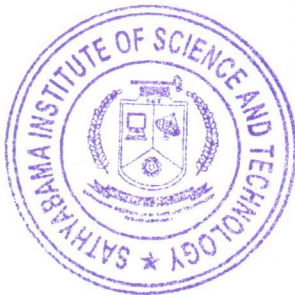
For **GALATTA MEDIA PVT LTD**



Name: **Mr. Raghu Manikkam**

Designation: **Human Resource**

Date:



For **Sathyabama Institute of Science & Technology**,



Name: **Dr. S. Sundar Manoharan**

Designation: **Vice Chancellor**

Date: **12-12-2019**



Daffodil
International
University

MEMORANDUM OF UNDERSTANDING (MoU) AND ACADEMIC COLLABORATION

BETWEEN

**SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
INDIA, CHENNAI
AND
DAFFODIL INTERNATIONAL UNIVERSITY, DHAKA, BANGLADESH**

Sathyabama Institute of Science and Technology, Chennai, India, and **Daffodil International University**, Dhaka, Bangladesh, aim to establish and develop a close partnership to promote academic and cultural exchanges between the two Institutions through mutual assistance, specially, in the areas of teaching and research.

This Agreement of Co-operation, upon approval of the Vice Chancellor of Daffodil International University and the Vice Chancellor of Sathyabama Institute of Science and Technology will serve as a general framework for institutional co-operation. It will facilitate faculty members to discuss and develop specific programs of co-operation. Each University will designate a liaison officer to co-ordinate the application of this Agreement in the best interest of both Institutions. Co-operative relations shall be carried out through the activities such as:

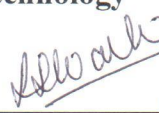
- **Exchange Programme:** In the case of exchange of students, each University will evaluate and decide on study period of the relevant student. A student, who has received a grant and fulfils the entrance level of each institution, will be treated as a fully accepted student of concerned School/Faculty/Department, with all the same rights and regulations.
- **Faculty Exchange:** The exchange of academic staff for short duration in order to share expertise and knowledge among staff and students of both institutions.
- **Research Degrees:** The provision of placements and support for Masters Students to undertake a period of research/placement at the partner institution.
- **Resources Share:** The acquiescence of access to the Library database, Journal and other online resources for both staff and students of each university.
- **Summer/Spring Program:** Both universities will agree to participate in short term Summer/Spring program arranged by other partner institution. In this matter, partner institution will circulate the notices among students and motivate them to attend the summer programmer for capacity building and cross cultural education.

- **Blended Learning Courses:** Both Partner institutions may arrange blender learning courses/program for the students where students will study specific subjects in their home institution and rest of them will complete in the partner institution.
- **Intern Exchange:** To encourage young entrepreneurs, newly graduate and young teaching assistants, both institutions will facilitate them for internship placement from partner institution.
- **Scholarship Opportunity:** Both Institution may arrange scholarship opportunity for meritorious students of partner institution and cooperate accordingly.

The provisions and activities specified in this Agreement are subjected to the availability of funds and the approval of the Authorized Officers of both Institutions. A separate financial agreement to be finalized prior to implementation of the program arrangement.

The Agreement shall take effect from the date of signing and shall be valid for an initial period of 5 (five) years. Any amendment and/or modification of this Agreement require the written approval of the Vice Chancellor of Daffodil International University and the Vice Chancellor of Sathyabama Institute of Science and Technology and shall be appended hereto. Neither University shall take action relative to this Agreement without consultation with the partner in this Agreement.

**Signed on behalf of
Sathyabama Institute of Science and
Technology**



Dr. S. Sundar Manoharan
Vice Chancellor
Sathyabama Institute of Science and
Technology
Chennai, India

Date: 21.12.2018

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.

**Signed on behalf of
Daffodil International University**



Professor Dr. Yousuf Mahbubul Islam
Vice-Chancellor
Daffodil International University,
Dhaka, Bangladesh

Date:

20/01/2019





MEMORANDUM OF UNDERSTANDING

BETWEEN

SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, INDIA

AND

TZU CHI UNIVERSITY, TAIWAN

In order to promote co-operation between **Sathyabama Institute of Science and Technology, India** and **Tzu Chi University, Taiwan**, the two institutions agree as follows:

The two institutions will encourage direct contact and co-operation between their faculties and administrators.

Within fields that are mutually acceptable, the following general forms of co-operation will be pursued:

1. Visit by and exchange of graduate and undergraduate students for study and research.
2. Visit by and exchange of faculties for research, teaching and collaboration.
3. Exchange of information including, but not limited to, exchange of library materials and research publications.
4. Joint research activities.

Both parties understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

The implementation of these activities will be developed mutually for specific projects. This Memorandum of Understanding will have, from time to time, annexure attached to it with regard to these specific projects.

Where the Memorandum of Understanding continues active, the two institutions agree to review it after five years from the date hereof.

The undersigned agree to the above provisions:

**For Sathyabama Institute of Science
and Technology, Chennai, India**

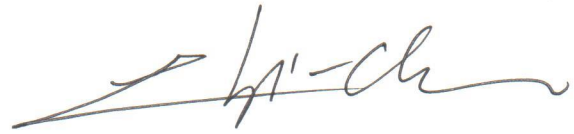


Dr. S. Sundar Manoharan

Vice Chancellor

Date: 22, Jan 2019.

For Tzu Chi University, Taiwan



Prof. Liu, Yi-Chun

Vice President

Date: 22, Jan, 2019





Memorandum of Understanding

between :

Wyższa Szkoła Handlu i Usług w Poznaniu

University of Commerce and Services
ul.28 Czerwca 1956 r. Nr 217/219
61-485 Poznań
Poland

Represented by
President Dr. Magdalena Górską

and

Sathyabama

Institute of Science and Technology
(Deemed to be University)
Rajiv Gandhi Road, Jeppiaar Nagar,
Chennai – 600119, Tamilnadu
INDIA

Represented by
Dr. S Sundar Manoharan, Vice Chancellor

The Memorandum of Understanding sets out the areas of international cooperation and mutual assistance whereby each university undertakes to provide.

Objectives:

1. To further the internationalization of both institutions
2. To increase greater cultural understanding and appreciation
3. To enhance the learning experience of our respective students
4. To provide our students with the tools necessary to prepare for careers in the global marketplace
5. To further the professional development of our teachers
6. To share teaching and research in the area of International Business, International Logistic, To-urism and Recreation

Section One:

In order to internationalize higher education of both institutions, we agree to cooperate in education, research and other related areas by developing joint projects and promote mutual exchange.

The areas of cooperation refer to the faculties of International Business , Tourism and Recreation and Logistic and may extend to any department or program existent in either institution.

Any specific initiative shall be subject to mutual consent, availability of funds and the approval of the responsible authorities at both institutions. Initiative may include :

- Exchange of faculty members
- Implementation of lectures
- Create double degrees
- Organize collaborative Summer Schools
- Joint research projects
- Joint publications
- Joint conferences
- Exchange of students

All specifications and further arrangements will be agreed upon separately.

Section Two:

Both institutions assign a coordinator who will serve as contact person and be in charge of developing of cooperation.

Both institutions strive to finance their partnership. Each part will cover their own costs of travel and other expenses.

Deviating or additional financial agreements will be agreed upon separately.

Both institutions will create an annual activity report which should be submitted by 10th of February of the subsequent year, showing the cooperation activities of the institutions. This MOU takes effect upon the date of signing by both institutions.

Section Three:

Both institutions give themselves permission of all use of name and logo in advertisements or other public materials. The institutions agree that the use of names and logo through the website and in promotional materials of any kind will be subject to the written approval of the respective institution.

Section Four:

The agreement is for a period of five years unless one or another party seeks to revoke same by giving at least six months' notice. It can be extended at the end of this period for a further five years by mutual agreement. Either party may terminate this MOU by written notice at least six months prior to the termination date.

Section Five:

If either institution wishes to modify this memorandum it can propose the changes in writing for consideration by the other party. If both institutions agree to the modification, a written record of such modification will be attached to this memorandum as an appendix. No such modification shall be effective unless in writing and signed by both parts.

Section Six:

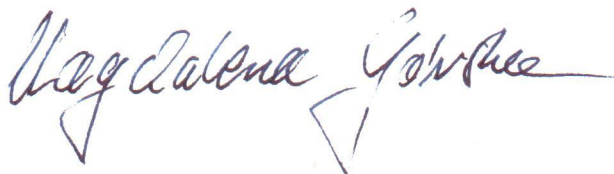
In the event of any serious dispute arising from the implementation of programs delivered under the terms of this memorandum, the disagreement shall be resolved by the program

coordinators by cor-respondence , and in necessary , bo convening a meeting in person before turning to any official juridical body .

Section Seven:

In proof of compliance , the parties subscribe the present cooperation agreement in two copies with the same content , leaving one of them held by each of the parties .

Signed :



For Wyższa Szkoła Handu i Usług w Poznaniu

University of Commerce and Services

Dr. Magdalena Górka

**PREZES ZAŁOŻYCIELA
WSHIU**

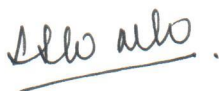
Magdalena Górka

President

Date:

31/01/2019

Signed:



For Sathyabama Institute of Science and Technology

Dr S Sundar manoharan

Vice Chancellor



Date:

31/01/2019



MEMORANDUM OF UNDERSTANDING

NOTTINGHAM TRENT UNIVERSITY
and
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY

This Memorandum is made on 2018

BETWEEN:

- (1) **Nottingham Trent University** of 50 Shakespeare Street, Nottingham, NG1 4FQ, United Kingdom ("the University");
- (2) **Sathyabama Institute of Science and Technology** of Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, India ("SIST"); and

Also herein after referred to as the Parties.

1. **Aims**

- 1.1 The Parties wish to explore further opportunities for collaboration in **teaching and research**. The aim of this Memorandum is to provide a framework within which the Parties will seek to develop a long-term collaborative relationship.

2. **Status of this Memorandum**

- 2.1 Other than paragraphs 5, 6 and 7, this Memorandum is not intended to be and is not legally binding. If, as a result of further discussion, the Parties agree to collaborate in any of the activities anticipated in this Memorandum, the Parties shall enter into a formal and legally binding [collaboration] agreement, setting out the rights and obligations of each party in relation to that activity.

3. **Areas of potential collaboration**

- 3.1 Subject to paragraph 3.2, the Parties will explore opportunities for potential collaboration in the following areas:
 - (a) exchange of information on course development and teaching methods;
 - (b) exchange of staff and students;
 - (c) development of joint research projects;
 - (d) development of progression routes from courses of SIST to courses leading to awards of the University; [development of collaborative courses leading to awards of the University;]
 - (e) any other areas which may promote the academic interests of the Parties in research and/or teaching.
- 3.2 The development of a collaborative relationship between the Parties is subject to:

- (a) the approval of the relevant authorities of both the University and SIST. In particular, approval by the University of SIST as a collaborative partner and approval of any courses leading to awards of (or credit towards an award of) the University is subject to the procedures set out in the University's Academic Standards and Quality Handbook; and
- (b) obtaining all necessary or advisable governmental, regulatory or other relevant approvals, consents or licences.

4. **Financial implications**

- 4.1 Each party shall be responsible for its own costs incurred in connection with this Memorandum. The University and SIST shall, where possible, explore opportunities for external funding of the collaborative activities anticipated in this Memorandum.

5. **Exchange of information**

- 5.1 Each party will exchange information with the other with a view to understanding whether it would be effective and practical for the institutions to work together.

6. **Confidentiality**

- 6.1 This Memorandum and any information provided in connection with it may not be disclosed to any third party other than (a) the parties' professional advisers; (b) as required by law or a relevant regulatory authority; (c) with the prior written consent of the other party; or (d) where the information has come into the public domain through no fault of the party wishing to disclose it.

7. **Intellectual Property**

- 7.1 Unless agreed otherwise in writing, any Intellectual Property rights belonging to the Parties, whether in existence at the date of this Memorandum or created during the course of it, shall belong to the respective Parties.

8. **Publicity**

- 8.1 The Parties will not include the name or logo of the other Party in any advertising or publicity material without the prior approval of the other Party on a case-by-case basis.
- 8.2 Neither Party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.

9. **Disputes**

- 9.1 The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Memorandum. If the dispute cannot be resolved informally, it shall be referred to the Director of NTU Global of the University and the Vice Chancellor of Sathyabama Institute of Science and Technology.
- 9.2 This Memorandum shall be governed by and construed in accordance with the laws of England and Wales.

- 9.3 Any dispute arising out of the operation of this Memorandum shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed under those rules. The place of arbitration shall be London and the language of the proceedings shall be English.
10. **Duration, termination and review**
- 10.1 This Memorandum shall commence on the date set out on the first page and shall continue for a period of 3 years. It may be extended by the written agreement of both Parties.
- 10.2 Either Party may terminate this Memorandum at any time by giving to the other not less than 6 months' notice in writing, or with immediate effect by written notice if the other Party fails to comply with its obligations under this Memorandum. Termination of this Memorandum shall be without prejudice to any other collaborative arrangement between the Parties.
- 10.3 The Parties shall review the operation of this Memorandum on an annual basis.

Signed for and on behalf of
NOTTINGHAM TRENT UNIVERSITY by



Professor Edward Peck, Vice-Chancellor

Signed for and on behalf of
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY by

Dr. S Sundar Manoharan, Vice Chancellor





MEMORANDUM OF UNDERSTANDING
BETWEEN
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY, INDIA
AND
NATIONAL DONG HWA UNIVERSITY, TAIWAN, R.O.C.

In the spirit of international understanding, **Sathyabama Institute of Science and Technology, India**, and National Dong Hwa University, Taiwan, R.O.C., agree to examine the possibility of establishing a framework for educational and research cooperation for our students, faculty and staff.

In preparation for establishing a formal framework for future activities, the parties hereto agree as follows:

1. Explore possibilities for faculty and staff exchanges for research, lectures, and discussions that mutually benefit both institutions;
2. Explore the feasibility of student exchanges and study programs;
3. Seek support for projects determined to be mutually beneficial to both institutions;
4. The terms of joint activities and arrangements for specific visit, exchanges, and other forms of cooperation will be agreed upon in writing prior to the initiation of any activity. Any commitment of resources, financial or otherwise, in support of these activities must be contained in subsequent specific agreements;
5. While no binding commitments have been made, we sign this Memorandum of Understanding in recognition of our common interests and agree to consult periodically concerning the status of our collaboration;

6. This understanding is done in two identical copies, both in English, by authorized representatives of each institute, and both parties will retain one copy of the memorandum.

**For Sathyabama Institute of Science
and Technology, Chennai, India**



Dr. S. Sundar Manoharan

Vice Chancellor

Date: 22, Jan, 2019

**For National Dong Hwa University,
Hualien County, Taiwan, R.O.C.**



Dr. Han-Chieh Chao

President

Date: 18 Feb. 2019



DATED THIS DAY OF 15.04.2019

BETWEEN

**MAHSA University
Malaysia**

AND

**Sathyabama Institute of Science and
Technology
(Deemed to be University)
Jeppiaar Nagar, Rajiv Gandhi Salai,
Chennai - 600 119.
Tamil Nadu, INDIA.**

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made the day of 15.04.2019

BETWEEN

MAHSA UNIVERSITY [DU 044(B)] of Level 10, Main Block, SP 2/7, Bandar Saujana Putra, 41200 Jenjarom, Selangor Darul Ehsan (hereinafter referred to as "**MAHSA**")

AND

Sathyabama Institute of Science and Technology (Deemed to be University), Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119. Tamil Nadu, INDIA (hereinafter referred to as "**SIST**")

WHEREAS

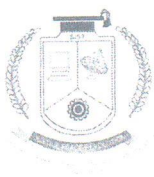
MAHSA and Sathyabama recognises the mutual benefits of establishing international links and have agreed to strengthen the understanding between the respective institution by entering into this Memorandum of Understanding (MoU) to promote mutual understanding, academic progress, research collaborations and student and staff exchange programme.

NOW IT IS HEREBY AGREED

1. The purpose of this MoU is to develop co-operation and excellence in education, research collaboration and knowledge exchange between the Parties.
2. The Parties have agreed to develop the following activities in collaboration in areas of mutual academic interest:
 - 2.1 Exchanges of academic and administrative staff and mutual visits to pursue research and to deliver guest lectures
 - 2.2 Exchanges of students and/or study abroad programmes and other enhancements to the student experience
 - 2.3 Identifying opportunities for conducting collaborative research and development
 - 2.4 Identifying opportunities for conducting special lectures and organising seminars, symposia, conferences and workshops
 - 2.5 Exchanges of academic information and materials
 - 2.6 Promoting collaboration in fields of mutual interest
 - 2.7 Promoting other academic co-operation and collaboration as mutually agreed.
3. The development and implementation of specific activities developed under this MoU will be the subject of formal written agreements negotiated and entered into separately, which will deal with the financial arrangements, confidentiality, ownership and use of intellectual property, publication of articles or other work and other relevant matters.
4. Both Parties agree that staff and students of either institution engaged in activities under this MoU shall carry out these activities in accordance with the laws and regulations of their respective countries after full consultation and approval.

5. This MoU may only be amended by a written agreement signed by a duly authorised representative of each Party.
6. This MoU shall commence of the date of its execution by the last Party to sign and shall remain in force for a period of five (5) years. Each Party shall review the status of the MoU at least six months before the end of the five-year period to determine whether it wishes the MoU to continue and, if so, whether any modifications are required. The period of validity of this MoU may only be extended by the mutual written consent of both Parties.
7. Either Party may terminate this MoU by giving six months' notice in writing to the other. The termination of this MOU shall not affect the implementation of any specific activities established under it prior to such termination.
8. Nothing in this MoU shall be construed as creating any legal relationships between the Parties. This MoU is a statement of intent to foster genuine and mutually beneficial collaboration.

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UNIVERSIDAD
Finis Terrae

**MEMORANDUM of UNDERSTANDING
FOR INSTITUTIONAL, ACADEMIC AND SCIENTIFIC COOPERATION
by and between
SATHYABAMA INSTITUTE OF SCIENCE AND TECHNOLOGY
and UNIVERSIDAD FINIS TERRAE, SANTIAGO, CHILE**

Introduction

The Vice Chancellor of Sathyabama Institute of Science and Technology located at Rajiv Gandhi Road, Jeppiaar Nagar, Chennai, India, and the Rector of Universidad Finis Terrae located in Av. Pedro de Valdivia 1509, Providencia, Santiago, Chile hereby sign a cooperation agreement to the benefit of both institutions according to the following clauses:

I. Objectives

Both universities agree to promote:

1. Institutional, academic and scientific relations.
2. Teaching and research activities.
3. Student and professors exchange.
4. The exchange of information on research subjects and materials of common interest.
5. Debate and the exchange of experiences.

II. Development

In order to carry out the objectives indicated in the preceding section, both parties are developing an « Annual Activity Plan » that will be deemed a part of this Master Agreement.

III. Representatives and correspondence

Each institution shall appoint a representative in charge of communicating with the other institution regarding matters under this agreement and all affairs relating hereto, who shall ensure that the objectives are attained.

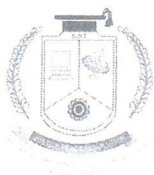
IV. Financing

Both universities shall facilitate the means necessary to develop this agreement.

V. Duration

This agreement will enter into effect from the date of its signature and for a period of 5 years. It will be automatically extendible for equal, successive periods unless one of the parties gives notice to the other, 6 months in advance, of its intent either to terminate it early or not to extend it. In that case, the activities that are under way at that time shall be continued until fully completed. The agreement may be amended or supplemented by mutual agreement of the parties.

ARM



UNIVERSIDAD
Finis Terrae

VI. Signing on behalf :

Sundar

For Sathyabama Institute of Science
and Technology

Dr S Sundar Manoharan
Vice Chancellor

Date: 12/12/2019

Sasipraba

For Sathyabama Institute of Science
and Technology

Dr T Sasipraba
Pro Vice Chancellor

Date: 12/12/2019



Cristian Nazer Astorga

For Universidad Finis Terrae

Cristian Nazer Astorga
Rector

Date: _____

Roberto Vega Masso

For Universidad Finis Terrae

Roberto Vega Masso
Vicerrector Académico

Date: 20/8/2019

Am



UNIVERSITA' DEGLI STUDI DI MESSINA	
PROT. N.	64943
DEL	04 / 07 / 2019
TIT./CL.	III / 14 - PARTENZA
CONV. N.	356 / 2019



FRAMEWORK COOPERATION AGREEMENT

BETWEEN

THE UNIVERSITY OF MESSINA, ITALY

AND

**SATHYABAMA INSTITUTE OF SCIENCE
AND TECHNOLOGY, INDIA**



The University of Messina - Italy, legally represented by the Rector, Prof. Salvatore Cuzzocrea,

and

Sathyabama Institute of Science and Technology - India, legally represented by the Vice Chancellor, Dr. S. Sundar Manoharan

hereby “the Parties”;

Considering the interest of the Parties to establish a cultural scientific and didactic cooperation in fields of mutual scientific interest;

Considering cultural diversity an incentive, rather than an obstacle, to innovation and international cooperation;

Agree under the following conditions:

1st Article

The Parties are committed to promote joint didactic, research and cultural activities as well as scientific exchanges in the areas of mutual interest; to maintain the highest standards of teaching and research; to keep up with academic trends and to share innovations.

2nd Article

The cooperation between the Parties may consist in cultural and scientific activities such as:

- mobility of academics, researchers, technical-administrative staff and students;
- mobility of Ph.D. students for thesis co-tutorship whose terms and conditions will be defined in specific agreements.
- joint research projects in areas of common interest;
- exchange of information, scientific works and other scientific and didactic materials of mutual interest;
- joint initiatives such as seminars, lectures, symposia, etc.;
- access to IT and research equipments and other facilities of both Institutions.



3rd Article

Scientific aims, implementation procedures as well as expected results of each specific cooperation activity will be defined in specific protocols annex to the present framework cooperation agreement. Within the limits of rules and regulations in force in each country, the Parties are engaged to find the necessary financial means to implement each specific cooperation activity.

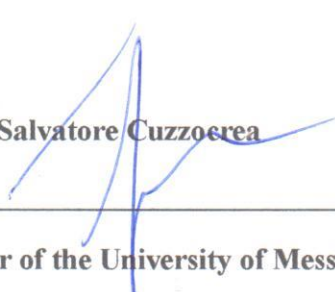
4th Article

The present framework agreement shall be in force for a period of 5 years from the date of the last signature. Any amendment shall be made in written by the Parties.

At the end of the period of 5 years the framework cooperation agreement may be renewed in written, unless 6 months before the expiry date one of the Parties notifies to the other Party the decision not to renew it.

5th Article

The present framework agreement includes two equivalent texts in English language.


Prof. Salvatore Cuzzocrea

Rector of the University of Messina,
Italy

Date :


Dr. S. Sundar Manoharan

Vice Chancellor of Sathyabama
Institute of Science and Technology,
India

Date: 25th March 2019.

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.





MEMORANDUM OF UNDERSTANDING

BETWEEN

SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY

Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai,
Tamil Nadu 600119, India

And

TECHNICAL UNIVERSITY OF CLUJ NAPOCA

28, Memorandumului Street, Cluj-Napoca, 400114-RO, Romania

Sathyabama Institute of Science & Technology (SU), A Private University Established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Shollinganallur, Chennai, Tamil Nadu, India, represented by **Dr. S Sundar Manoharan, Vice Chancellor** and The Technical University of Cluj-Napoca, a publica institution of higher education and research according to the H.G. 812/1992, VAT Number 4288306, represented by **Prof. Eng. Vasile Țopa, PhD., Rector of the university**, recognizing the benefits to their respective institutions from the establishment of international link, conclude this Memorandum of Understanding (MOU).

1. The purpose of this MOU is to develop academic and educational co-operation and to promote mutual understanding between the two parties.
2. The two Parties agree to develop the following collaborative activities in the areas of mutual interest.
 - i. Student & Staff Exchange
 - ii. Joint Research
 - iii. Technology Development
 - iv. Joint seminar & conference
 - v. Exchange of facilities and resources
 - vi. Joint Publication/Patents/Copy rights
3. Sathyabama Institute of Science & Technology hereby appoints **Dr. T. Sasipraba, Pro Vice Chancellor**, Sathyabama Institute of Science & Technology and The Technical University of Cluj-Napoca appoints **Prof. Eng. Dan Silviu Mândru, PhD, Vice Rector International Relations**, to coordinate and oversee all discussions between the Parties pursuant to this MOU.

4. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed between faculties, departments, schools or institutes, which carry out the specific projects.
5. It is understood that the parties will support each other at their own costs for the collaborative activities stated in Clause 2.
6. Should the collaborative research activities under the MOU result in any potential for intellectual property; both the parties shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
7. This MOU may be amended or modified by a written agreement signed by the representatives of both parties.
8. This MOU is valid for a period of 5 years from the date of signing by both parties. This MOU shall be renewed after being reviewed and renegotiated by both parties.
9. This MOU may, at any time during its period of validity, be terminated by one of the party upon prior notice to the other in writing not later than six months before the termination date.
10. All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are CONFIDENTIAL to them and may not be disclosed to any third party during the period of this MOU.

For

Sathyabama Institute of Science & Technology

Dr. S Sundar Manoharan

Vice Chancellor



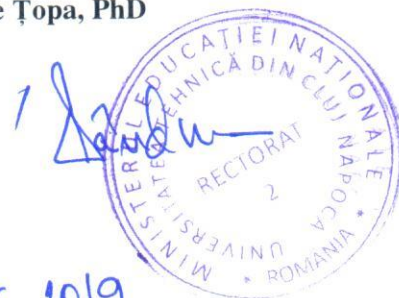
Date: 23.07.2019

For

Technical University of Cluj-Napoca

Prof. Eng. Vasile Topa, PhD

Rector



Date:

19. 06. 2019



73
Bore Madam
[Signature]

MEMORANDUM OF UNDERSTANDING

BETWEEN

**SATHYABAMA
INSTITUTE OF SCIENCE & TECHNOLOGY**
Jeppiaar Nagar, Rajiv Gandhi Road, Sholinganallur, Chennai,
Tamil Nadu 600119, India

And

POLYTECHNIC INSTITUTE OF BRAGANÇA
Campus de Santa Apolónia, 5300-253 Bragança, Portugal

Sathyabama Institute of Science & Technology (SU), a private university established under Section 3 of UGC Act, 1956, located at Jeppiaar Nagar, Rajiv Gandhi Road, Shollinganallur, Chennai, Tamil Nadu, India, represented by **Dr. S Sundar Manoharan, Vice Chancellor** and the **Polytechnic Institute of Bragança (IPB)**, a Portuguese public higher education institution, located at Campus Santa Apolónia, Bragança, Portugal, represented by **Prof. Orlando Afonso Rodrigues**, recognizing the benefits to their respective institutions from the establishment of international link, conclude this Memorandum of Understanding (MOU).

1. The purpose of this MOU is to develop academic and educational co-operation and to promote mutual understanding between the two parties.
2. The two Parties agree to develop the following collaborative activities in the areas of mutual interest.
 - i. Student & Staff Exchange
 - ii. Joint Research
 - iii. Technology Development
 - iv. Joint seminar & conference
 - v. Exchange of facilities and resources
 - vi. Joint Publication/Patents/Copy rights

3. Sathyabama Institute of Science & Technology hereby appoints **Dr. T. Sasipraba, Pro Vice Chancellor**, Sathyabama Institute of Science & Technology and the Polytechnic Institute of Bragança appoints **Prof. Luís Pais, Vice-President of IPB for International Relations**, to co-ordinate and oversee all discussions between the Parties pursuant to this MOU.
4. The development and implementation of specific activities based on this MOU will be separately negotiated and agreed between faculties, departments, schools or institutes, which carry out the specific projects.
5. It is understood that the parties will support each other at their own costs for the collaborative activities stated in Clause 2.
6. Should the collaborative research activities under the MOU result in any potential for intellectual property; both the parties shall seek an equitable and fair understanding as to ownership and other property interests that may arise.
7. This MOU may be amended or modified by a written agreement signed by the representatives of both parties.
8. This MOU is valid for a period of 5 years from the date of signing by both parties. This MOU shall be renewed after being reviewed and renegotiated by both parties.
9. This MOU may, at any time during its period of validity, be terminated by one of the party upon prior notice to the other in writing not later than six months before the termination date.
10. All information exchanged between Parties in connection with this MOU or during discussions preceding this MOU and relating to this MOU or to any matter contemplated by this MOU, and any discussions held between the Parties are **CONFIDENTIAL** to them and may not be disclosed to any third party during the period of this MOU.

For Polytechnic Institute of Bragança


Prof. Orlando Afonso Rodrigues
President
Date:



For Sathyabama Institute of Science & Technology


Dr. S Sundar Manoharan
Vice Chancellor
Date:



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.

MEMORANDUM OF UNDERSTANDING
STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
St. Cloud State University

And
Sathyabama Institute of Science and Technology, Chennai, India

The State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf St. Cloud State University, Saint Cloud, Minnesota (“the College/University”) and Sathyabama Institute of Science and Technology, [Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu, India] (“the Affiliate”) seek to develop collaborations and exchanges in fields of shared interest and expertise. The activities undertaken pursuant to this Memorandum of Understanding (MOU) are based on a spirit of cooperation and reciprocity that is intended to be of mutual benefit to both parties.

1. Purpose

This Memorandum of Understanding (MOU) serves as written understanding of agreed upon principles between St. Cloud State University and Sathyabama Institute of Science and Technology, concerning a set of general academic objectives.

This is a non-binding agreement and is intended to clarify the nature and extent of the complementary activities that might be undertaken for the mutual benefit of the two parties.

Each institution will be responsible for managing its own costs.

Commitments of specific institutional resources, personnel, space, facilities, or any other academic or intellectual activities may be contemplated hereunder but are beyond the scope for this MOU.

To the extent that the implementation of any agreed upon activity requires a commitment of resources, personnel, credit-bearing coursework, or intellectual property, a supplementary agreement must be negotiated and approved by the two parties in writing before work on any of the projects can commence.

2. Objectives, Scope, and Major Activities

Both institutions agree to encourage the development of the following types of activities:

- Visits and informal exchanges of faculty, scholars and administrators in specific areas of education, research and outreach;
- Explore ways to cooperate in postgraduate education and training;
- Organize joint conferences, symposia, or other scientific meetings on subjects of mutual interest;
- Exchange of academic information and materials;
- Pursue avenues for undergraduate, graduate and professional student exchange during the academic year or summer terms;
- Explore the possibilities for developing joint research programs and collaborations;
- Other exchange and cooperation programs to which both parties agree.

- Jointly develop 3.5+1.5 B. Tech/B. E to MEM and other graduate programs articulation.

3. Responsibilities of the Parties

The two parties recognize that the implementation of any agreed upon activity will depend upon the interests and expertise of the individuals involved and the availability of financial resources, spaces and other resources. Accordingly, the implementation of any exchange and cooperative program based on this MOU shall be separately negotiated and determined between the two institutions and documented in a written agreement. It is further expected that both parties will be compliant with all applicable State and federal laws and regulations and Minn State policies.

4. Duration and Option to Amend, Extend or Terminate

This MOU will become effective when the last required signature is obtained by both parties. This agreement will remain in effect for five years, not to exceed five years beyond the effective signature date. This MOU may be renewed or amended by mutual agreement of the parties and shall be in writing and executed by an authorized representative of each party. The parties agree to periodically review the activities undertaken and the progress made and to consult concerning amendments, renewal or termination of this MOU. Either party may terminate this MOU at any time by providing written notice of such termination to the other party. Termination shall be without penalty. If this MOU is terminated, neither the Affiliate nor the College/University shall be liable to the other for any monetary or other losses that may result.

5. General Terms

This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees or agents. Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association among the parties, nor shall any party, its employees, agents, students or representatives be considered employees, agents or representatives of any other party.

Nothing in this MOU obligates the other party to commit or transfer any funds, assets, or other resources in support of projects or activities between the two parties. It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the programs contemplated hereby, except as expressly provided in this MOU.

Neither party will use the name of the other, either expressly or by implication, in any publicity, solicitation or advertisement without the express written approval of the other party of this MOU.

Neither the College/University nor the Affiliate shall, in connection with this MOU, discriminate on the basis of race, religion, creed, color, sex, national origin, disability, age, marital status, public assistance status, veteran status, or sexual orientation.

This MOU supersedes all other affiliation agreements relating to the subject matter of this Agreement existing between the College/University and the Affiliate.

6. Contact Information (may be updated from time to time in writing and attached to this MOU).

The Affiliate

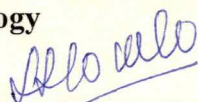
Attn: Dr. S. Sundar Manoharan, Vice Chancellor, Sathyabama
Institute of Science and Technology
Jeppiaar Nagar, Rajiv Gandhi Salai, Chennai - 600 119, Tamilnadu,
India
Phone No.: +91- 044 - 2450 3150
E-mail: vc@sathyabama.ac.in

The College/University

Attn: Shahzad Ahmad
Associate Vice President of Center for International Studies
St. Cloud State University
720 4th Ave South
Saint Cloud, Minnesota 56301 USA
Phone No.: +1-320-308-5151
E-mail: shah@stcloudstate.edu

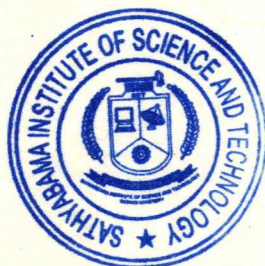
7. SIGNATURES.

**Sathyabama Institute of Science and
Technology**

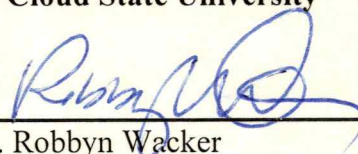


Dr. S. Sundar Manoharan
Title: Vice-Chancellor

Date: Nov 08, 2019



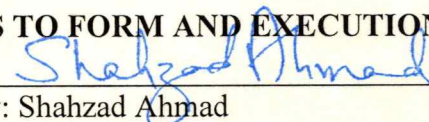
**Minnesota State
St. Cloud State University**



Dr. Robbyn Wacker
Title: President

Date: Oct 4, 2019

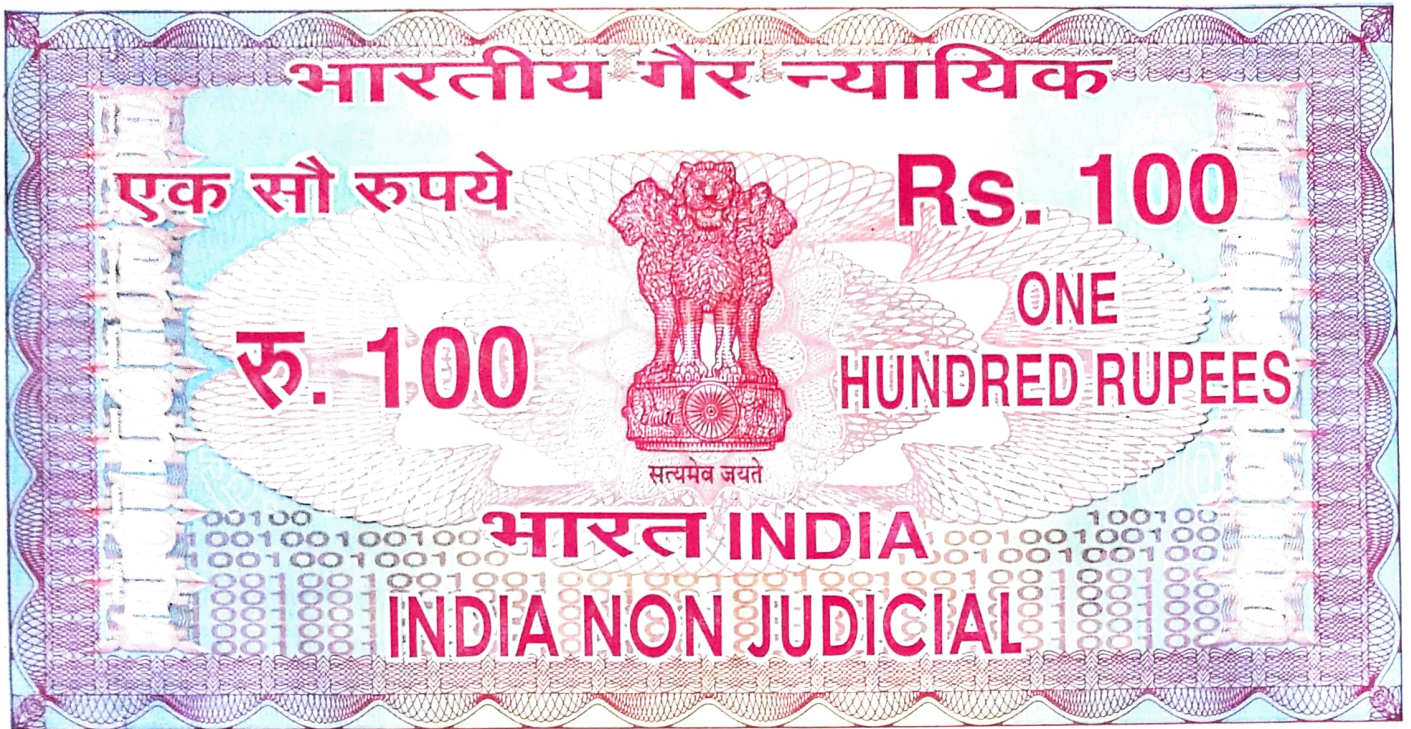
AS TO FORM AND EXECUTION



By: Shahzad Ahmad

Title: Associate Vice President of Center for
International Studies

Date: 10/4/2019



तमिलनाडु TAMILNADU

20 JUN 2019

SATHYABAMA INSTITUTE OF SCIENCE & TECHNOLOGY

BV 804002
K. DHINESH BABU
STAMP VENDOR
License No: 23/CH (S) 2010 dt. 28.02.2011
Sholinganallur, Chennai-600 119.
Cell: 9841417992

Memorandum of Understanding

between

VGP Marine Kingdom Private Limited, Chennai – 600 115

and

Sathyabama Institute of Science and Technology, Chennai – 600 119

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 22nd (Saturday) day of the month of June in the year 2019 between the VGP Marine Kingdom Private Limited, Chennai herein called First party on ONE PART and Sathyabama Institute of Science and Technology, Chennai hereinafter called Second party on the OTHER PART (who for the purpose of this MoU are herein after collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two organizations, have decided to enter into long-term collaboration for

promotion of human resource development, sustainable community development, marine environment, livelihood promotion, integrating aquarium research and action, oceanarium and marine biodiversity policies and conservation programs, integrate aquatic environmental educational initiatives, integrating the students from schools and colleges to participate in the awareness program on marine animals in their ecosystem and volunteering activities on oceanarium, information sciences and other identified mutual areas.

WHEREAS the "First Party" is **VGP Marine Kingdom Private Limited (VGP-MKD)**, VGP Group has ventured out in to the aquarium space. A most ultra model tunnel Aquarium has been built at their adjacent property of the VGP Theme Park on the East Coast Road, Chennai, which is a tourism corridor of Southern India. A foreign company specialist in Aquarium has been engaged from designing to execution of the project. It will be the first of its kind, Aquarium in India, with a underwater tunnel, similar to the ones in Sentosa, Singapore and other aquarium in the world. The project cost is Rs.115 crores. The aquarium is opened for the public for the summer of 2019. The visitors of the Theme Park of VGP will have an additional attraction to see and experience during their visit to VGP. There are 35 exhibits with big and small tanks containing both fresh water and marine water fishes. To make it interesting the Aquarium has been designed with five zones, viz Rainforest, Gorge, Mangrove, Coastal and Deep Ocean. The respective zone has been exhibited. The main attraction of the facility is the tunnel aquarium which is 70 mtrs long and will provide visitors excellent under water experience. There is a walkalator provided in the tunnel, one can step in the walkalator and they will be taken fully around the tunnel back to the entry point. There are different types of exotic fishes introduced in to the main aquarium tunnel including shark, sting rays and other small fishes from the ocean. The acrylic tanks have been imported from Germany, the world class suppliers of Aquarium industry. Safe support systems for the fish are designed in such a manner that the water quality is maintained to give a habitat equivalent to their natural habitat. The entire facility is air-conditioned so as to give a pleasant atmosphere to the visiting public. The other important aspect of the Aquarium is to provide educational knowledge to the visiting children and students. There will be teaching labs which will provide hands on information to the children about marine. i.e., Marine Biologist will be brought in periodically for educative sessions. The core idea of the

Aquarium reflects commitment to conserving nature and saving fishes from extinction. The children of India are definitely going to benefit from this facility.

AND WHEREAS the "Second Party" is **Sathyabama Institute of Science and Technology (SIST)**, a Christian Minority Institution, formerly known as Sathyabama Engineering College was established in 1987 by Dr. Jeppiaar. It is a premier institute imparting knowledge in the areas of engineering, science, technology and education. The institution's progress and contribution to the field of technical education for over two decades resulted in granting Deemed University status on 16th July, 2001 and University status on 13th September, 2006 under section(3) of the UGC Act, 1956 by the Ministry of Human Resources Development, Government of India. The SIST has been awarded as Category "A" institute by Ministry of Human Resources Development (MHRD), Government of India and accredited by NAAC and also certified with DNV- GL ISO 9001 standard. Untiring efforts of faculty, students, management and positive academic ambience prevailed in the campus has led SIST to be ranked in 41th position by National Institutional Ranking Framework (NIRF 2019), Ministry of Human Resource Development, Government of India. SIST has been ranked as one among the top 50 Universities in NIRF for the 4 consecutive years. The SIST has a sprawling campus of 129 acres. The SIST offers 27 programmes at UG level and 41 programmes at PG level in all disciplines. The SIST has excellent infrastructure facilities including modern laboratories, library with multimedia facilities, internet and other general amenities. The SIST is also having 14 research centres to carry out research and extension in the domains of Ocean Research, Remote Sensing And Geoinformatics, Nanoscience And Nanotechnology, Climate Change Studies, Earth And Atmospheric Sciences, Waste Management, Laboratory Animal Technology, Drug Discovery And Development, Space Technology, Robotics And Automation, Quality Assurance And Non Destructive Evaluation, Advanced Electronic Test Engineering (www.sathyabama.ac.in).

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects, workshops and training programmes with the required expertise from both the parties.

The PARTIES, having discussed the fields of common research interests and allied activities between the two institutions, have decided to enter into a long-term

collaboration in the areas of marine ecology and environment, marine biodiversity and conservation, aquaculture, larviculture, microalgal and live feed culture, aquatic disease diagnosis and health management, fish biology, aquatic feed management, microbiology and water quality management, fish museum, underwater observation and imaging, diving, aquascaping, collaborative workshops/trainings/seminars/conferences, and any other areas related directly or indirectly to the objectives of Centre for Ocean Research, Col. Dr. Jeppiaar Research Park, **Sathyabama Institute of Science and Technology** and **VGP Marine Kingdom Private Limited**. The terms of individual programs and activities shall be mutually discussed and agreed upon in writing by the parties prior to their initiation.

Article 1. Scope

- 1.1 Both the parties will mutually recognize the other party as an Institution for conducting collaborative research related to their requirement of the research students in accordance with both the PARTIES' rules and regulations for guiding students working for the said degree.
- 1.2 Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mutually agreed domain within the approved disciplines/divisions.
- 1.3 Oceanarium and Aquarium facility and testing lab facilities available with the First party and the Second party will be made available to the faculty and research scholars of the other party. However, the costs of specific consumables and other research materials like fish samples will be borne by the respective institution to utilize them for their research.
- 1.4 There can be visits of students between the institutions for academic, research and training purposes. Special guest lectures by faculty fellows of one institution can be arranged for the students of the other institution as per the need of the respective institution. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

- 2.1 First party and Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective

implementation of this MoU.

- 2.2 The parties or their authorized representatives will meet at the beginning of the operation of this MoU and atleast once in a year alternatively in the institutions of the First party and the Second party to review the activities carried out as proposed in this MoU. This meeting shall include presentation on the academic and research activities, which should be open to the students and scientists involved in these activities.

Article 3. Exchange of Information

- 3.1. The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.
- 3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to jointly use, disclose, publish or disseminate such information for collabrotive research purposes only

Article 4. General Provisions

- 4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.
- 4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.
- 4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of both the parties.
- 4.4 Any research publications arising out collaborative projects will be jointly published based on the research contributions of both the parties
- 4.5 All questions related to this MoU arising during its term will be settled by the parties on mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution of dispute, if any.
- 4.6 All questions not foreseen, related to this MoU will be handled by the parties by mutual agreement.

Article 5. Intellectual Property Rights

- 5.1 Both the parties will be expected to ensure protection of the Intellectual Property Rights(IPR) generated or likely to be generated during the collaborative research work. Both the parties shall be the joint applicants for IPRs including the doctoral students and scientific staff involved in the research shall be included as the inventors. The Intellectual Property Management and Technology Transfer/Commercialization as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose IPR management (application filing, publication, examination and the award) expenses and benefits sharing shall be mutually decided in each case.
- 5.2 Both the parties mutually agree and decide the location and sharing quantum of research work.
- 5.3 The number of doctoral student(s) at any particular period will be subjected to the availability of research facilities and scientists' time to guide thesis research at both the PARTIES.

Article 6. Entry into effect, modification and termination

- 6.1 This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended or terminated by mutual written agreement signed by both the parties.
- 6.2 All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.
- 6.3 +No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made / executed, unless otherwise agreed to.

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Signed by



For VGP Marine Kingdom Pvt. Ltd.
Chennai – 600115



For Sathyabama Institute of Science & Technology
Chennai – 600119

Date :

Date :

Witnessed by

Witnessed by

1.

1. B. Shubha Devi
21/6/19.

2.

2. Bhaskaradev
21/06/19

Date :

Date : 22/06/2019