



SATHYABAMA

INSTITUTE OF SCIENCE AND TECHNOLOGY

(DEEMED TO BE UNIVERSITY)

Accredited "A" Grade by NAAC | 12B Status by UGC | Approved by AICTE

www.sathyabama.ac.in

**SCHOOL OF SCIENCE & HUMANITIES
DEPARTMENT OF VISUAL COMMUNICATION
3.7.2 (2018-2019)**



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. 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.

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.

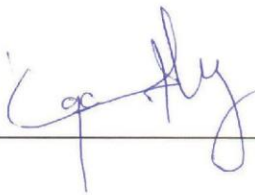
11. **Termination.** This MOU may be terminated by either party giving the other party ninety (90) days' prior notice in writing. However, any termination shall not hinder completion of current obligation of either parties. Standard Force majeure clause as applicable in India shall apply.

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.





MEMORANDUM OF UNDERSTANDING

BETWEEN

SATHYABAMA

INSTITUTE OF SCIENCE & TECHNOLOGY

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

And

The Board of Governors of Grant MacEwan University

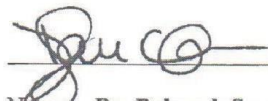
10700-104 Avenue NW, Edmonton, Alberta, Canada T5J 4S2

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 & The Board of Governors of Grant MacEwan University**, duly incorporated pursuant to the Post-Secondary Learning Act of Alberta, as amended, represented by **Dr. Deborah Saucier, President** 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**, and MacEwan University appoints **Kimberley Howard, Executive Director, MacEwan International** 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 the Board of Governors of
Grant MacEwan University**

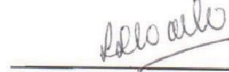


Name: **Dr. Deborah Saucier**

Designation: **President**

Date: **30 July 2018**

**For Sathyabama
Institute of Science & Technology**



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

Designation: **Vice Chancellor**

Date:

**Dr. S.SUNDAR MANOHARAN, Ph.D.,
VICE CHANCELLOR**

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