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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and executed on the 09th August 2017.

BETWEEN

MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING, 34, Rajiv Gandhi Road, IT Highway, Egattur, represented by **Dr.S.Thangalakshmi**, Principal, **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING** which expression shall include its Successors Legal Representatives and Assigns of the **FIRST PART;**

AND

Breath Electronics, (Head office address: 23/17, Narayana Appratments Rameshwaram Road, T.Nagar, Chennai), represented by **Nirmal Sharavanan**, **Co-Founder**, which term shall mean and include, unless repugnant to the context and meaning thereof, it's Successor, Legal Representatives and Assigns, of the **OTHER PART;**

WHEREAS, MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING, Empowering students by offering quality education and motivating them to participate in innovative research to meet industrial requirements and also to pursue higher education by utilizing the resources through qualified faculty. **AND WHEREAS, Breathe Electronics** is a product-realization company has its research and development center at Chennai, Tamil Nadu, India. Who involved in Design & Manufacturing of Electronics and embedded products, and also and provides services to innovate around the country.

AND WHEREAS, both MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING and **Breathe Electronics** have agreed to form a '**STRATEGIC ALLIANCE**' for providing Industrial inputs to the Engineering Students and Faculty for mutual benefit and vice-versa by **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING** extending Infrastructure, Facilities and also providing Technical Consultancy and Training to **Breathe Electronics**, mutually agreeable terms and conditions.

AND WHEREAS on the faith and strength of such representation, both **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING** and **Breathe Electronics** have agreed to enter into a Memorandum of Understanding, as per the mutually agreed clauses as mentioned below:

1. Supplies and Services:

- **Breathe Electronics** will co-operate and take active part in establishing the 'R&D Center for Embedded Projects/Products' at **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING** premises. **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING** shall provide the, Laboratory setup, work space and the necessary resources: hardware, manufacturing infrastructure and R&D Engineers at frequent intervals for the effective set up and jointly running of the proposed center.
- **Breathe Electronics** will recommend project work and provide guidance

to the PG and UG students of the **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING** in implementation. Breathe Electronics may recruit some of the successful candidates from the completed projects; the company's decision in the process would be final and binding on the **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING**.

- **Breathe Electronics** shall deliver special Guest lectures on advanced topics.

2. Obligations:

Breathe Electronics and **MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING** hereby agree that each is an independent contractor and the **MOU** doesn't mean that one is an Agent of the other or of each other, and neither party shall be entitled to bind, by its acts, omissions or otherwise, the other party.

3. Terms of MOU and Notice of Termination:

The **MOU** is open ended in nature; but can be terminated with a month's notice on either side, given to the other Party in writing at their addresses mentioned at the top/any address to be notified in future. Such notice shall be deemed to be properly given if sent by registered post or by courier to the other persons authorized to sign the **MOU**. Any dispute between the parties shall be resolved by mutual consultation failing which resort to arbitration or other form of legal remedy including resort to court of law in Chennai.

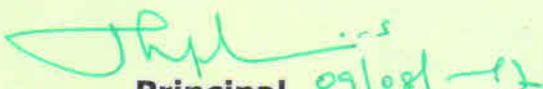
4. Authorized Representatives:

Both Parties hereto declare that their duly authorized respective Representatives shall execute this agreement.

BY Department of ECE:

IN WITNESS WHEREOF the parties have affixed their hand to the Agreement on the day, month and year above written.


Co-Founder
BREATHE ELECTRONICS


Principal 09/08/12
MOHAMED SATHAK A.J. COLLEGE
OF ENGINEERING

Witness

Witness

HOD/ECE