

# Memorandum of Understanding

Between

**SAIS Information Technology P Ltd**

and

**Mohamed Sathak Group of Institutions.**

This Memorandum of Understanding (MoU) is entered into this 24th day of October 2018 at Mohamed Sathak Group of Institutions by and between **SAIS Information Technology P Ltd**, a company incorporated under the Companies Act, 1956 having its Corporate office at 21/14, Second Floor, Chamiers Road, Chennai - 600035, represented by its CEO, **Mr. U.Chandrasekar** (hereinafter referred to as "SAIS IT"), on the One Part.

**And**

Mohamed Sathak Group of Institutions, Under **Mohamed Sathak Trust** having its head office at old No:6/1, New No:11, Pycrofts Garden Road, Chennai-600006 was established in 1973 represented by **Alhaj S.M.Mohamed Yousuf**, **Chairman** (hereinafter referred to as "Mohamed Sathak Group of Institutions")

## WHEREAS

SAIS Information Technology P Ltd is a high end technology services company specializing in Cyber Security, Corporate IT Strategy, Information Security, Mobile & Application development, Data Center Solutions and Networking Solutions and Services. Abhayaa Cyber Solutions' business purpose is to provide comprehensive technology solutions to its esteemed customers harnessing its core competencies. It also envisages to leverage its capabilities to create benefits in the areas of cybersecurity, skill india, fintech, etc.

## WHEREAS

The **Mohamed Sathak Group of Institutions**, belonging to the Mohamed Sathak Trust has grown in stature and public acceptance over the years and is committed to delivery of world class Engineering education, Architecture, Polytechnic, Para medical Courses, Teacher training, Schools, ITI etc to pursuit of excellence in research and Innovation. The Group institutions enjoy a superior status in respect of the programs of studies.

## WHEREAS

The purpose of this MOU is with reference to exploring the areas of cooperation, benefiting both **Mohamed Sathak Group of Institutions** and **SAIS Information Technology P Ltd**.

NOW THIS MoU WITNESSETH as follows:

## Areas of cooperation

1. SAIS Information Technology P Ltd shall support the student and teacher communities

2. **Mohamed SathakGroup of Institutions** shall explore the possibilities of supporting SAIS Information Technology P Ltd in its hiring and research requirements based on mutual convenience.
3. **Confidentiality:** Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both parties undertake to (i) hold all such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information in strictest confidence, (ii) not to disclose such Confidential Information either in whole or in part to any person other than those of its officers, employees and agents who need to know the Confidential Information for the purpose authorized hereunder provided that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the Confidential Information in accordance with the terms hereof or (iii) not to use such Confidential Information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect upto one year from any termination of this MoU.
4. **Intellectual Property Rights:** IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities, and methodology including any **SAIS Information Technology P Ltd** proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by **SAIS Information Technology P Ltd** hereunder, and all customizations, enhancements and modifications thereof, will not be transferred from **SAIS Information Technology P Ltd** to the **Mohamed SathakGroup of Institutions** on account of use of the same as part of any work under this MoU and shall always remain with **SAIS Information Technology P Ltd**.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties. In any case, such liability shall be limited to cost of creation and exclusive of any future and intangible benefits whatsoever.
6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a nonexclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with other third parties.
7. Neither party shall issue any press release, public announcement or other such disclosure concerning this MoU without the mutual consent as to such release or announcement.
8. This MoU may not be amended without the prior written consent of both the parties.
9. This MoU will be effective for 3 years from 24/10/2018 to 23/10/2021. This MoU can be

11. **Termination:** Either party can cancel or terminate this MoU unilaterally (and without reason) by giving an advance written notice of one month to the other.

12. **Notices:** All notices, requests, demands and other communications under this MoU or in connection herewith shall be given to or made upon the respective parties as follows:

**SAIS Information Technology P Ltd** : SAIS Information Technology P Ltd ,  
21/14,Second Floor,Chamiers Road, Chennai - 600035,

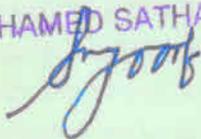
**Mohamed Sathak Group of Institutions:** Mohamed Sathak Trust, old No:6/1, New  
No:11, Pycrofts Garden Road, Chennai-600006

Or to such other person or addresses as any of the Parties shall have notified to the others.

All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

IN WITNESSS WHEREOF THE parties have set their hands hereto on the day and year first hereinabove written under their respective seal of office.

For MOHAMED SATHAK TRUST

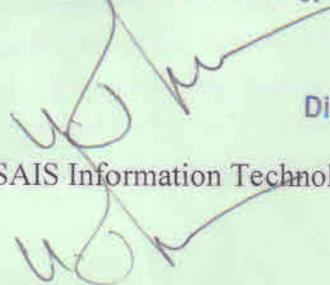


Chairman

Mohamed Sathak Group  
of Institutions

**Alhaj S.M. Mohamed Yousuf,**  
**Chairman**

For SAIS Information Technology Pvt Ltd



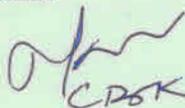
Director

SAIS Information Technology P Ltd

**Mr. U. Chandrasekar**  
**CEO**

**Witnesses**

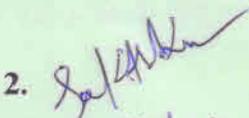
1.



C.P.K. NARAYANAN

CEO X DESK, MSAJCE, Chennai - 603103)

2.



Sakthi Kumar

S/o Krishnananthu

No. 21, Chamiers Road

Madhavaram, Chennai - 35