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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

MOHAMED SATHAK

AJ COLLEGE OF ENGINEERING: CHENNAI – 603103

DEPARTMENT OF ELECTRONIC AND COMMUNICATION ENGINEERING

AND

VI MICRO SYSTEM PVT LTD-CHENNAI

R. R. R.

S. Vijayalakshmi

PREAMBLE

Whereas, **Mohamed Sathak AJ college of Engineering, Egattur, Chennai 603103 (MSAJCE)** at its various engineering and sciences departments is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

Whereas, **Vi Micro System Pvt Ltd-Chennai** is engaged in manufacturing of Microprocessor Trainers and Interface Boards. With the efforts from Research and Development Team, the company has expanded its activities in various areas as follows. Microcontroller, Process Control Instrumentation, Digital Signal Processing, Power Electronics & Drives, Data Acquisition Systems, Personal Computer Trainer Systems, VLSI & Embedded Systems etc. research, design and development and consultancy in the related fields.

WHEREAS, both **MSAJCE** and **Vi Micro System**, now

- Recognizing the importance of research and development in the areas PCB, Microprocessor and Microcontroller, Instrumentation and PLC and communication as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to PCB, Microprocessor and Microcontroller, Instrumentation and PLC and communication
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Microprocessor and Microcontroller, Instrumentation PLC and communication and related fields etc.

Now, therefore, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both MSAJCE and Vi Micro System hereby acknowledge, MSAJCE and Vi Micro System hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between MSAJCE and Vi MICRO SYSTEM for enhancing, within the country, the availability of highly qualified manpower in the areas without any prejudice to

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both MSAJCE and Vi MICRO SYSTEM shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of MSAJCE students at Vi MICRO SYSTEM;
- d, Vi MICRO SYSTEM may depute its personnel as visiting faculty at MSAJCE to teach any of the regular Course or specialized topics.
- e) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- f) Vi MICRO SYSTEM may showcase its business activities at the seminar/workshop/conference/FDP, etc. at MSAJCE.
- g) Joint guidance of student projects/thesis in interested area and other areas of national interest at MSAJCE by Vi MICRO SYSTEM on mutually agreeable terms.
- h) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between MSAJCE and Vi MICRO SYSTEM shall be coordinated by a coordination committee appointed by Director of Vi Microsystem and Principal of MSAJCE.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the Institutions.

ARTICLE-IV: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date
- c) During its tenancy, the MOU may be extended or terminated by a prior notice of

d) Any clause or article of the MOU may be modified or amended by mutual agreement of Vi MICRO SYSTEM and MSAJCE.

ARTICLE-V: CONFIDENTIALITY

During the tenure of the MOU both MSAJCE and Vi MICRO SYSTEM will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both MSAJCE and Vi MICRO SYSTEM shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both MSAJCE and Vi MICRO SYSTEM shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

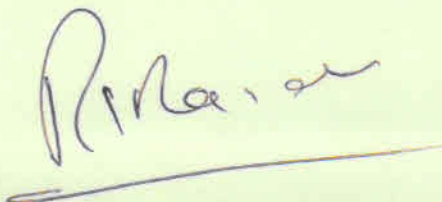
ARTICLE-VI: MISCELLANEOUS

a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

b) Both MSAJCE and Vi MICRO SYSTEM shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.

c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.

d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.



IN WITNESS WHERE OF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director

V.M. System Pvt Ltd,

Chennai

Principal

Mohamed Sathak A J college of Engineering,

Egattur, Chennai 60 103 (MS. JCE)

Witness

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2

Date 9.8.17

Witness

1

2 M. Nam

Date 9.8.17



தமிழ்நாடு தமில்நாடு TAMIL NADU
03-08-2017

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R. VIJAYALAKSHMI
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South Mada Street
Thiruppurur - 603110
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9802106787, 9881017918

MEMORANDUM OF UNDERSTANDING

between

MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING

and

PROLIFIC SYSTEMS AND TECHNOLOGIES PVT LTD

THIS MEMORANDUM OF UNDERSTANDING (MOU) made and executed on 9th of August 2017 between:

MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING, an educational institution, in IT park, Siruseri, OMR, Chennai - 603103 and represented by

Dr.S.Thangalakshmi, Principal, herein after Called MOHAMED SATHAK (Which expression shall include its successors and assigns) of the first part;

PRINCIPAL

MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING
No. 34, Rajiv Gandhi Road, (OMR) SIPCOT - IT Park,
Siruseri, Chennai - 603 103.



PROLIFIC SYSTEMS AND TECHNOLOGIES PVT LTD., a company registered and having its branch office at 151/34, Sri Ranga Complex, Mambalam High Road, T. Nagar, Chennai - 600 017 and represented by, **Mr. R. Anantharaman, Associate Director**, which term shall mean and include, unless repugnant to the context and meaning thereof, its Successors, legal representatives and assigns, of the other part;

Whereas, **MOHAMED SATHAK** is in the field of education, imparting knowledge to students aspiring to be Engineers and Technologists.

Whereas, **PROLIFIC** is one of the reputed turnkey automation solutions provider and Asia's Number One advanced Vocational training provider having fully equipped facilities at 25 branches all over India.

And whereas, both **MOHAMED SATHAK & PROLIFIC** have agreed to form a 'STRATEGIC ALLIANCE' for providing industrial inputs to the Engineering students for mutual benefit.

And whereas, on the faith and strength of such representation and warranty, both **MOHAMED SATHAK and PROLIFIC** have agreed to enter into this Memorandum of Understanding as per the mutually agreed clauses as agreed below:

1. Provision of Supplies and Services

MOHAMED SATHAK shall provide Prolific the facilities and qualified personnel to impart training as mutually agreed to and each personnel shall perform to the best of his/her ability during the term of the contract; likewise **PROLIFIC** shall make available their facilities for special projects and also for training of **MOHAMED SATHAK** personnel. In addition, **PROLIFIC** shall depute their experts for necessary training at **MOHAMED SATHAK** and depending upon nature and degree / level of specialization, **PROLIFIC** shall train faculty and students of **MOHAMED SATHAK** on selected topics. All decisions under this clause will be taken between the parties hereto only after prior consultation. Training will be conducted at mutually convenient dates.

MOHAMED SATHAK shall provide infrastructure as required by the company for conducting training, lectures etc.

PROLIFIC shall conduct training on core areas such as PLC's, SCADA, DCS, and VFD & HMI.

PROLIFIC shall deliver special lectures on advanced topics.

2. Scope of Activities:

Details of activities are included in annexure-I.

3. Non-Exclusive Relationship:

This agreement is non-exclusive in nature and both **MOHAMED SATHAK and PROLIFIC** shall retain their right to perform their obligations with any other party during the term of this MOU.

4. Independent Contractors:

PROLIFIC and MOHAMED SATHAK hereby agree that each is an independent contractor and this MOU doesn't mean that one is an agent of other or of each other, and neither party shall be entitled to bind, by its acts, omissions or otherwise, the other party.

5. Assignments:

No part of this MOU or of any obligations created herein, may be assigned or transferred by any one of the parties whether by operation of law or otherwise, to any other person without the prior permission of the other. Any such assignment or transfer shall be void and be without force and effect and would not be binding on the other.

6. Entire Agreement:

This instrument sets forth the entire agreement between the parties hereto and either party shall deem all other representations, irrelevant and unenforceable.

All modifications to this agreement shall be in writing and only if mutually agreed to.

7. Term of MOU and Notice of Termination:

This MOU is open ended in nature; but can be terminated with three month's notice on either side given to other party in writing at their address mentioned at the top/any other 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 this MOU.

8. Authorized Representatives:

Both parties hereto declare that their duly authorized respective representatives shall execute this agreement.

TIME FRAME:

This MOU is valid for 5 years from the date of signing and will be renewed for a further period on mutually agreed terms and conditions. In witness whereof the parties hereto have affixed their signatures to this agreement on 9th August 2017.

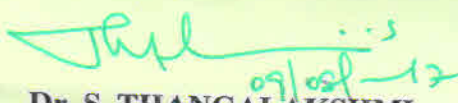
IN WITNESS WHEREOF the parties hereto have affixed their respective hands to this agreement on the day, month and year above written.

FOR PROLIFIC SYSTEMS &
TECHNOLOGIES PVT LTD


R. ANANTHARAMAN
ASSOCIATE DIRECTOR



FOR MOHAMED SATHAK A.J.
COLLEGE OF ENGINEERING


Dr. S. THANGALAKSHMI
PRINCIPAL

MOHAMED SATHAK A.J. COLLEGE OF ENGINEERING
No. 34, Rajiv Gandhi Road, (OMR) SIPCOT - IT Park,
Siruseri, Chennai - 603 103.

Witness:-

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