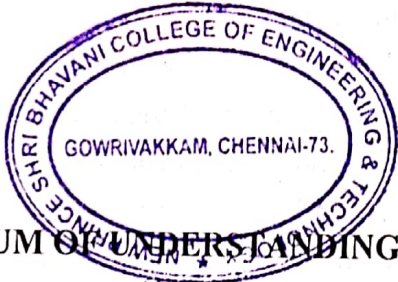




தமிழ்நாடு TAMIL NADU
23 DEC 2020



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S. Gayathri

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MEMORANDUM OF UNDERSTANDING (RENEWAL)

BETWEEN

AADHITYAA INFOMEDIA TECHNOLOGIES

AND

NEW PRINCE SHRI BHAVANI COLLEGE OF ENGINEERING & TECHNOLOGY

This memorandum of understanding (MoU) entered into this (23/12/2020)

between

Aadhityaa Infomedia Technologies, a company organized and existing under the laws of India and having registered office at Chennai, Tamilnadu (herein after referred to as "Aadhityaa Infomedia Technologies"),

And

Vijay

B. Srinivasan

New Prince Shri Bhavani College of Engineering & Technology, affiliated to Anna University, Chennai and having its campus located at Vengaivasal main road, Gowrivakkam, Chennai-600073, Tamil Nadu, India(herein after referred to as "NPSBCET")

("Aadhityaa Infomedia Technologies" and "NPSBCET" herein after to as "party" or "parties" as per context)

Whereas **Aadhityaa Infomedia Technologies** is a Professionally Managed Business House specialized in Providing Innovative Business Solutions by Offering Quality IT Services with High Performance and Design Efficiency. The company concentrates on Multi-Domain, Diversified Technologies and has developed versatile experience over the years. It is focused on executing hi-end Technology Services and Engineering Solutions to its clients that including leading Indian and Global companies.

Aadhityaa Infomedia Technologies awareness of the International IT scenario and Technological strengths in the form of well integrated teams with in-depth expertise in Hi-tech areas were the ingredients that went into making of Aadhityaa, what it is today - the automatic choice of Technology integrators who can be depended on to produce core technology solutions and complete mission critical projects successfully, with stringent Quality and Time specifications.

Aadhityaa Infomedia Technologies solutions ensure that the appropriate information gets to the right people, at the right time and in the most usable format. Aadhityaa's predictive software solutions empower enterprises in a variety of industries to build more profitable relationships with personalized, responsive real-time attention. This empowerment could prove to be of vital importance to take the right action when risk materializes, opportunities evaporate and efficiency is compromised.

AND

Whereas **New Prince Shri Bhavani College of Engineering & Technology** is engaged in the activities of Engineering Education, Research and Development, Design and support for enterprise products in various engineering branches including Electrical and Electronics Engineering.

AND

Whereas **Aadhityaa Infomedia Technologies** and NPSBCET have recognized the necessity to synergize and to mutually agree to co-operate and establish a collaborative relationship in the domain of Computer Science Engineering (hereinafter referred to as the "solution Domains") between the Parties.

Accordingly **Aadhityaa Infomedia Technologies** and NPSBCET have agreed to enter into this Memorandum of Understanding, for Industry Institute Partnership activities in the following areas for mutual benefits:

1. Area of Partnership

- a. To facilitate involvement of NPSBCET faculty in **Aadhityaa Infomedia Technologies** development needs by way of consultancy, product/software developments and associated projects.
- b. NPSBCET students project work/internship for/at **Aadhityaa Infomedia Technologies**.

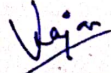


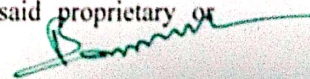
- c. NPSBCET students industrial visit to **Aadhityaa Infomedia Technologies** plant and also in-plant training to eligible students at **Aadhityaa Infomedia Technologies**
- d. Providing employment opportunities to NPSBCET students in **Aadhityaa Infomedia Technologies** subject to eligibility criteria
- e. In plant training for identified NPSBCET faculty member at **Aadhityaa Infomedia Technologies**.
- f. Guest lectures at NPSBCET by the **Aadhityaa Infomedia Technologies** personnel and also any necessary extension lectures/training programmes by NPSBCET faculty at **Aadhityaa Infomedia Technologies**.

2. General Conditions

The above activities are subject to the following:

- a. **Before undertaking any activity/program/project**, a proposal has to be prepared covering all the details of the activity by the party initiating the activity and to the other party for acceptance after which only the activity maybe undertaken.
- b. **For the short time activities** generally there will not be any commercial terms and conditions(except in specific and special cases)and these are being undertaken on the basis of development of synergy between the two organizations in the chosen domain of collaboration. The actual expenses will be borne by the beneficiary party.
- c. **For the long time project activity** the modality of engagement and implementation will be as follows:
 - i. A proposal will be raised by **Aadhityaa Infomedia Technologies** which shall include detailed project specification and the expected responsibilities of NPSBCET as well as the deliverables by NPSBCET the required information from **Aadhityaa Infomedia Technologies** for initiating the activity by NPSBCET, the expected overall activity time schedule required by **Aadhityaa Infomedia Technologies** and any other information to be conveyed by **Aadhityaa Infomedia Technologies**.
 - ii. A response will be made by NPSBCET which will include confirmation of the requirements from **Aadhityaa Infomedia Technologies** ,expected activity, time schedule, identifying additional facilities if any to be created and the charges for taking up the total activity and various milestones for the part payment schedule.
 - iii. The charges and the other commercial terms will be mutually discussed and agreed upon.
 - iv. A separate project agreement will be entered for this specific project covering the additional relevant clauses for the project in addition to the other general clauses of this MoU.
- d. **The basis of the MoU** is mutual trust, sincerity and faith and hence both parties' actions should be in the best interest for furthering the relationship between the parties.
- e. **Proprietary and confidential information**, proprietary processes, technologies, software and other information of the parties shall be respected and maintained by both the parties as follows.
 - i. proprietary or confidential information may be transmitted between the parties during the period that this MoU remains in force.
 - ii. proprietary or confidential information received by or transmitted by one party to the other with reference to the performance of this MoU or any undertakings hereunder shall be used solely in the performance here of and the parties agree that they will not use, disclose or duplicate whole or in part said proprietary or





confidential information in any fashion whatsoever to any third party except end customer and for the purpose of performing this MoU or any undertaking hereunder.

iii. Proprietary and / or confidential information shall be such information including but not limited to design, technical performance, sales, financial, contractual and special marketing information, ideas and concepts belonging to either party which is furnished pursuant to this MoU.

iv. proprietary or confidential information shall not include information which without breach of this MoU becomes generally known to the public to the industry to which it pertains or is known to the recipient prior to disclosure or is received lawfully by the recipient at any time from source which are legally entitled to disclose it to other than the parties to this MoU.

v. The parties shall protect proprietary or confidential information with the same degree of protection either party accords to its own proprietary confidential information. The parties will each retain such rights with respect to their own proprietary information as may have been possessed prior to the execution of this MoU.

vi. Notwithstanding the above, any party may disclose proprietary or confidential information to the customer or the End-users for the purpose furthering the objective of this MoU with the consent of the other party.

vii. promptly following termination or expiry of this MoU each party should return to the other all proprietary and confidential information that it has received from the other in writing or that has been reduced to writing pursuant to this MoU, together with all copies thereof, whether same is in its own hands or in the hands of third parties. Upon each terminations or expiry, the receiving party will immediately cease to make any further use or disclosure of proprietary or confidential information.

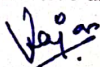
viii. The obligation to protect proprietary or confidential information is expected to be beyond the term of the MoU as ethically expected between two organizations.

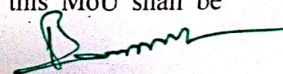
f. **The relationship between the parties** shall be that of independent contractors. There is no relationship of agency, partnership, joint venture or employment between the parties. Neither party has the authority to bind the other or inaccuracy obligation on behalf of the other Party or represents itself as the other Party's agent or in any way that might result in confusion as to the fact that the Parties are separate and distinct entities. Both Parties agree that neither of the parties may recruit directly or indirectly the other Party's employees directly involved in the development until one year after the expiry of this MoU or any extension thereof for marketing or sales or service of the software.

g. No Party to this MoU will have any rights or obligations arising from or in relation to this MoU in excess of those rights and obligations expressly declared herein.

h. Each Party shall be solely responsible for its own actions or failures to act and for its own commitments and understanding as per the specification and the acceptance documents from the Parties.

i. This document contains the entire agreement between the Parties and supersedes any previous understanding, commitment or agreement, oral or written with respect to the subject matter thereof. No alteration or amendment to this MoU shall be effective unless reduced to writing and signed by the Parties.





3. Term of the MoU:

This MoU is effective from the date of signing of this document (23/12/2020 TO 23/12/2023) and will remain in force for a period of 3 years. The MoU may be extended for a further period or periods by mutual written consent. The MoU may also be terminated by an any Party by giving 90 days written notice to the other Parties of its intent to terminate the MoU.

4. Notices

(a) Unless specifically set forth otherwise, all notices or major/important communications made or required to be given pursuant to this MoU shall be in writing and shall be made by hand delivery, or prepaid registered post with acknowledgement due. Notices shall be deemed delivered upon receipt if delivered by hand or five business days after dispatch if by registered post.

For Aadhityaa Infomedia Technologies

2nd Floor, No: 39 / 20, North Usman Road, T.Nagar, Chennai – 17, (Above Reliance Fresh & ACE Academy), Mobile : 9840947370

Email: info@aadhityaa.com

For New Prince Shri Bhavani College of Engineering & Technology

Vengaivasal main road, Gowrivakkam,

Chennai-600073, Tamil Nadu, India

Attn:

Phone:

Email:

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto set their hands upon date first above written

For and on behalf of

Aadhityaa Infomedia Technologies


SIGNATURE 

Name: V. S. RAJAN

Title: CTO

Date: 23.12.2020

WITNESS

For and on behalf of

New Prince Shri Bhavani

College of Engineering &

Technology

SIGNATURE 

Name: T. Saravanan

Title: ENGINEERING & TECHNOLOGY

GOWRIVAKKAM, CHENNAI - 600 073

Date: 23.12.2020

WITNESS 