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தமிழ்நாடு தமில்நாடு TAMILNADU

CL 769766

SVCE

27/1/2022

Pennalur

Cecce
G.S.சரஸ்வதி (S.V.)
உரும்தூர், தமிழ்நாடு
உள்ள: 24/CGL/98

MEMORANDUM OF UNDERSTANDING

BETWEEN

SRI VENKATESWARA COLLEGE OF ENGINEERING

AND

M/S THE MASTERMINDS INTERNATIONAL

This Memorandum of Understanding (MoU) is between THE MASTERMINDS INTERNATIONAL, as a recognized and legally registered business in the Kingdom of Eswatini(Swaziland), having its India Corporate office at No.19, Murugesanar Street, Thiruvalluvar Nagar, Mugalivakkam, Chennai, Tamil Nadu 600 125, represented by Mrs. Umadevi CS Nair, Executive Director, (hereinafter called 'the Company' which expression shall where the context so admits include its successors in interest and permitted assigns) of the one part; SRI VENKATESWARA COLLEGE OF ENGINEERING, represented by Dr. Ganesh Vaidyanathan,

Umadevi


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Ganesh

Principal, having its office at Post Bag No 1, Pennalur, Sriperumbudur Taluk – 602 117 (hereinafter called as SVCE, which expression shall where the context so admits include its successors in interest and permitted assigns) of the other part.

NOW THEREFORE THE PARTIES HEARBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

- a) The company agrees to have an Incubation Centre at SVCE to train the students and to carry out some internship projects. Incentives will be given to the department upon completion of the project. The company may change the incentive at short notice at its discretion. Establish an incubation centre, SVCE has to provide below resources:
 - a. Space (Min 2 Computers inside a lab)
 - b. Connectivity – internet/telephone/electricity
 - c. Data center (SVCE can name the lab as “Tech Connect Data Center”)
 - d. Services – maintenance, security
 - e. Furnishing – chair, table
 - f. IT Infra and Support – LAN, printer, scanner
- b) Annually a minimum of 5 faculty members from SVCE will be deputed to the company and will get trained in curriculum design of Autonomous subjects, hands on experience on tools and related areas depending on mutual convenience through online.
- c) Minimum of 5 subject experts from IT department will be deputed to provide online mentorship for the company participants depending on mutual convenience. Each subject expert will be allocated with 2 hours per week.
- d) A minimum of 15to 20UG/PG/PhD students from IT Department inclusive, will execute their final year project under the guidance of the company depending on mutual convenience. The internal guides for these projects will be identified by SVCE.
- e) Company will arrange the associates (Subject Matter Experts) from the Company or Resource persons from industry may help SVCE by delivering guest lectures, workshops, consultancy and handle few subjects as identified by SVCE within the college premises.
- f) SVCE will become the Hub Institute to connect with list of colleges mentioned in the Annexure I. SVCE may organize minimum of 3 guest lectures/workshops/seminars ever year including the participants from the Annexure I colleges in association with the company. SVCE may help the company to nurture the events/courses/other services to the Annexure I colleges.
- g) The procedural aspects and responsibilities of the collaboration will be based on mutually agreed terms on a case-to-case basis. A committee shall be constituted with the faculty members of SVCE and representatives of the Company.
- h) Viable students’ projects/consultancy services, shall consider as Intellectual Property Rights.
- i) The Company shall identify industry requirements and will conduct value added courses and workshops. Students certified through these courses will be identified for placements.



- j) The expiration and termination of this MoU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MoU.
- k) Both the parties agree that the company is not obliged on account of this MoU to recruit any fixed number of students from SVCE.
- l) All information which has been disclosed to or obtained by either party at any time during the implementation of this MoU, is confidential information. For this purpose, the company and SVCE agree to sign the binding non-disclosure agreement in Annexure II.

STANDING COMMITTEE

To facilitate the implementation of this agreement, each party shall designate one or more liaison officers to serve on a standing committee. The standing committee will meet as and when required by giving 7 days of prior notice to the committee Members. The standing committee would review each party's participation in this agreement, assess the effectiveness of the agreement and identify modifications that might be necessary. The committee would as appropriate address urgent issues and specific cases of non-compliance.

Liaison officers from SVCE:

- i. Dr. V. Vidhya, HOD IT department
- ii. Dr. T. Sukumar, Associate Professor, Industry Objective in charge of IT department

Liaison officers from TMI:

- i. Mrs. Umadevi CS Nair, Executive Director
- ii. Mrs. Rohini Aravindan, Director - Academics

Both the parties reserve their right to change the Members of the Standing Committee at any time.

COSTS: The parties shall bear their respective costs and expenses. In the event any expense is to be shared or become necessary to be incurred by the other, the parties shall agree upon in writing before incurring such expenses.

OWNERSHIP OF THE INTELLECTUAL PROPERTY: The parties hereto shall be joint owners of the new technologies or know how or other intellectual rights, developed in the course of implementation of this MoU. The rights over use of such intellectual property for commercial exploitation by either of the party or any third party shall be mutually decided and agreed upon in writing.

AMENDMENTS: No amendments or modifications of this MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications shall be effective from the date on which they are made or executed, unless otherwise agreed to.



ARBITRATION AND JURISDICTION CLAUSE: If any dispute or difference whatsoever arising between the parties hereto out of or relating to the construction of meaning and operation or effect of this agreement or breach thereof, which cannot be settled between the parties shall be settled in accordance with the provisions of Arbitration and Conciliation Act 1996 by referring the dispute to a sole arbitrator and the award made in pursuance thereof shall be final and bind on the parties. The court at Chennai only shall be deemed to be courts of jurisdiction in respect of any disputes or claims etc., arising from or relating to this agreement.

DURATION AND TERMINATION OF THE MoU: The duration of this MoU shall be for 2 years from the date of signing of this MoU and shall be renewed either by a mutual agreement by both parties or by mutual written consent of both the parties. This agreement may be terminated by either by giving 30 days notice to other, without providing any reasons and shall have no claim against the other.

Counterparts: This agreement may be executed in two counterparts, each of which shall be deemed an original, and the said counterparts shall together constitute but one and the same agreement, binding upon both of the parties hereto, notwithstanding that both of the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF THE UNDERSIGNED duly authorized thereto have signed this Memorandum of Understanding on the date mentioned above;

Date: 20th April, 2022

Date: 20th April, 2022

Place: Sriperumbudur

Place: Sriperumbudur

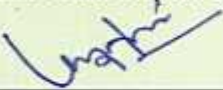
Name: Mrs. Umadevi CS Nair

Name: Dr. Ganesh Vaidyanathan

Designation: Executive Director

Designation: Principal

Signature: Authorized Signatory:



The Masterminds International

**Sri Venkateswara College of Engineering
Principal**

Corporate Office:

No.19, Murugesanar Street,
Thiruvalluvar Nagar, Mugalivakkam,
Chennai, Tamil Nadu 600 125, India.

**Sri Venkateswara College of Engineering
Pennalur, Sriperumbudur Tk-602 117
Tamilnadu, India.**



Annexure II

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This is an agreement ("Agreement" hereafter) between:

THE MASTERMINDS INTERNATIONAL, its Corporate office at No.19, Murugesanar Street, Thiruvalluvar Nagar, Mugalivakkam, Chennai, Tamil Nadu 600 125 India ("the company") including its successors; and **SRI VENKATESWARA COLLEGE OF ENGINEERING**, its office at Post Bag No 1, Pennalur, Sriperumbudur Taluk – 602 117 ("SVCE") including the SVCE's employees, affiliates and successors at the time of entering the agreement and during the tenure of the agreement, this is effective 20th April 2022.

The parties possess competitively valuable confidential information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations, the parties wish to enter into a mutually beneficial relationship, and as such, wish to share their confidential information with the other party, including its authorized employees and agents. For the purposes of this agreement, the party that discloses confidential information to the other party shall be referred to as the "Disclosing Party", and the party that receives such Confidential Information from the other party shall be referred to as the "Recipient".

The Recipient may be given access to the Disclosing Party's confidential information or to create new confidential information for the disclosing party.

In view of the above, the parties agree as follows:

1. Confidential Information

"Confidential Information" includes any information:

- Specifically indicated by the Disclosing party, in writing, as confidential;
- Under the circumstances of the disclosure, that are to be treated as confidential; or
- The recipient creates or produces while performing its obligations under this Agreement, regardless of the media that contains the information.

Confidential information does not include information, which:

- is generally to the public at the time of its disclosure to the recipient;



- becomes known to the public through no fault/action of the recipient in violation of the terms herein;
 - is legally known to the Recipient at the time of disclosure by the Disclosing Party;
 - is furnished by the Disclosing Party to third parties without restriction; or
 - is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- Is developed independently by Recipient without use of or reference to the Disclosing Party's information.

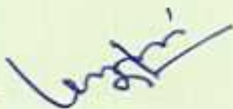
2. Restriction on Use

- The Recipient will not disclose any confidential information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.
- The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
- The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- The Recipient undertakes to impose the confidentially obligations on all directors, officers and employees or other persons who work for the Recipients or under its direction and control, and who will have access to the Confidential information.
- The Recipient will return all original, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.

3. Action on Breach:

- The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient, and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.
- The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Ownership and Warranties





- All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.
- The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

The Masterminds International

By: 

Name: Mrs. Umadevi CS Nair

Title: Executive Director

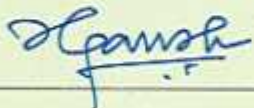
Tech Connect, The Masterminds International.

Date: 20th April 2022

Seal:



M/s Sri Venkateswara College of Engineering

By: 

Name: Dr. Ganesh Vaidyanathan

Principal

Title: **Sri Venkateswara College of Engineering**
Principal
Pennalur, Sriperumbudur Tk-602 117
Tamilnadu, India.



Date: 20th April 2022

Seal: