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MEMORANDUM OF UNDERSTANDING

Between



Aideltecz, Pudukkottai

And



MOOKAMBIGAI COLLEGE OF ENGINEERING
Srinivasa Nagar, Kalamavur, Pudukkottai-Dt – 622502

This Memorandum of Understanding (MOU) is made on 07.08.2019 at MOOKAMBIGAI COLLEGE OF ENGINEERING, Srinivasa Nagar, Kalamavur, Pudukkottai-Dt - 622502 between Aideltecz, 10, Thiruvalluvar Nagar, Annavasal, Pudukkottai. having its registered and corporate office at Pudukkottai, India (hereinafter referred as Aideltecz) and MOOKAMBIGAI COLLEGE OF ENGINEERING, established in the year 1985.

R. Elangovan

SOY

WHEREAS **Aideltecz** is a business organization engaged in helping the world's leading product manufacturers to develop new products and enhance and sustain current products in hardware and software ranging from Digital home, automotive Infotainment, signal processing Consulting to Embedded applications and automated testing.

WHEREAS **MOOKAMBIGAI COLLEGE OF ENGINEERING**, (hereinafter referred as "**Institute**") is engaged in conducting research and development in various Technological and Engineering areas having excellence in highly trained personnel, research and development facilities.

WHEREAS **Aideltecz** and Institute are interested in entering into an MOU, to explore the development of technologies, improve capabilities of common interest and engage in research projects initially in, but not limited to, the areas of software and hardware systems.

1. **Term**

This MOU is valid for a term of 5 years, unless terminated earlier or extended by mutual agreement of parties at least 30 days prior to expiry.

2. **Purpose**

The purpose of this MOU is to establish a common platform between the Institute and **Aideltecz** which facilitates a) Establishment of Centre for Research and Development of Embedded Kits and (b) the employees of **Aideltecz** an opportunity to pursue their higher studies / research.

The parties hereto do jointly plan and execute activities for research and development of Embedded Kits with the technical know-how developed at **MOOKAMBIGAI COLLEGE OF ENGINEERING** and also for mutual development of the staff from both participating organizations.

A joint steering committee (JSC) would be set up to undertake and monitor the activities. The activities will be related to different departments and not restricted to any specific department.

Proposed Activities

2.1 Establishing the 'R&D Center for Embedded Kits':

Aideltecz will co-operate and take active part in establishing the 'R&D Center for Embedded Kits' at the Institute premises. The Institute shall provide the technical know-how, Laboratory setup and work space and **Aideltecz** 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.

2.2 Projects:

Aideltecz will recommend project work and provide guidance to the PG and UG students of the Institute in implementation. **Aideltecz** would recruit some of the successful candidates from the completed projects, every year and the company's decision in the process would be final and binding on the Institute.

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2.3 Deputation of Aideltecz employees for higher studies:

Aideltecz will encourage their employees to attend various training programs. The Institute will establish a plan / curriculum to accommodate them in such a way that the employees involvement in their regular business / projects are least affected.

2.5 Sabbatical for the Institute's faculty:

The Institute may depute their faculty to the premises of Aideltecz for a period of 4 to 12 weeks. The intent of the deputation is (a) for a better understanding of the academicians in running projects in a real (business) life scenario and (b) teaching the Aideltecz employees on a few chosen subjects / topics.

3. Responsibilities of the Institute

The Institute will also arrange the following resources:

- A senior & experienced faculty to interact with Aideltecz who would capture and communicate requirements of the R&D activity, create the calendar of activities, and execute and coordinate effectively between Aideltecz and the Institute.
- Laboratory facility with relevant testing equipments for the R&D effort.
- Workspace for the R&D Engineer of Aideltecz.
- Provide boarding & lodging facility for the R&D Engineers of Aideltecz during their visit to the Institute.
- Access to department library, E-Library and Publications.
- Faculty members to impart specific technical knowledge to Managers and associates of Aideltecz.

4. Responsibilities of Aideltecz

Aideltecz will provide the following resources:

- A senior professional to co-ordinate for the success of this MOU.
- Provide all the hardware / manufacturing facility requirements for the R&D activity.
- Experienced project/technical managers to interact with students in the projects assigned by the company.
- Aideltecz agrees that institute can send some students to visit their plant in Pudukkottai for a real time Project exposure and also for Project work for M.E. students in their Pudukkottai Facility.

5. Miscellaneous

5.1 This Memorandum shall commence from the date of its signing and shall continue for a period of five years from the date thereof and be automatically renewed for successive period of one year, unless either party notifies in writing to the other party of its intention to terminate this MOU thirty days in advance.

5.2 The parties hereby agree that they shall be at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party, as long as there is no violation of the confidentiality agreement.

5.3 The Parties may constitute a JSC to manage and execute the cooperative activities mentioned in this MOU.

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- 5.4 Each Party will nominate appropriate personnel to discuss and promote detailed cooperation activities for the implementation of this MOU. When necessary and as mutually agreed, the parties may hold working meetings. One party shall notify the other party of any modification in writing in case of change in the assigned personnel.
- 5.5 All conditions, changes, erasures, amendments, waivers, etc in MOU or related to this MOU shall only be in writing, duly executed by both the parties.
- 5.6 This MOU sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution.
- 5.7 The parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU amicably. In case the differences or disputes are not settled amicably, then they shall be finally settled by arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Pudukkottai in the state of Tamil Nadu.
- 5.8 The parties involved in projects shall adhere to policy of **Aideltecz** regarding confidential information, non-disclosure of information and intellectual property right. This will be shared with the students and faculty before project starts.
- 5.9 Financial commitment if any shall be evaluated and mutually agreed to.
- 5.10 In view of smooth operation and timely completion of project, students shall follow **Aideltecz** for project performance and management.
- 5.11 The Institute shall subject to the written consent of **Aideltecz** assign contact person who will be a professor who will be responsible for project management of all projects assigned by **Aideltecz** under this Agreement.
- 5.12 The Institute agrees and acknowledges that there is no restriction on **Aideltecz** from hiring any students or any Institute's representatives.
- 5.13 Institute agrees to ensure that its students, faculties or any representatives shall not get in touch with the customer directly but shall liaison all the information required for executing the project through **Aideltecz**.

6. Confidentiality

- 6.1 The Institute acknowledges that Confidential and Proprietary Information of **Aideltecz** is acquired by **Aideltecz** at a great expense and with significant investment. Accordingly such Confidential and Proprietary Information possesses intrinsic value for **Aideltecz** and represents its valuable business asset. The Parties further acknowledge that unauthorized disclosure of Confidential and Proprietary Information of **Aideltecz** will significantly diminish the value of the Confidential and Proprietary Information and cause substantial injury to **Aideltecz**, its Confidential and Proprietary Information is the subject of such unauthorized disclosure.
- 6.2 In the premises aforesaid, the Institute agrees and undertakes to hold the Confidential and Proprietary Information of **Aideltecz** in strict confidence and will ensure that the Confidential and Proprietary Information of **Aideltecz** is not disclosed to any third person without the express written consent of **Aideltecz** received prior to such disclosure.

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6.3 The Institute agrees and undertakes that within its respective organization, Confidential and Proprietary Information of **Aideltecz** will be shared with employees and students strictly on a “need-to-know” basis. The Institute further agrees to bind its employees and students to whom the Confidential and Proprietary Information of **Aideltecz** is disclosed with Confidentiality Agreements.

6.4 It is specifically agreed that neither the Institute nor its employees, faculties, students or any of its representatives shall showcase or publicize the projects along with/without the customer details or use it as a case study in any conferences, classrooms or before any third party.

7. Intellectual Property Rights

The ownership in all new ideas, inventions, innovations or work product conceived and developed by students and employees of the Institute while doing the projects commissioned by **Aideltecz** under this Agreement either independently or with joint efforts of **Aideltecz** will be with **Aideltecz**. It is agreed upon by the Institute that neither the Institute nor its employees, faculties, students or any of its representatives will have any publication or broadcasting rights in respect of such projects without prior written approval of **Aideltecz**. The Institute agrees that it shall have no ownership rights in the work products developed. In turn **Aideltecz** will consider suitable financial benefits to the Institute by way of compensation to the Institute Faculty and Students involved in the work on a case by case basis, based on deliverables and can be discussed Project wise.

8. Other terms

i) Force Majeure:

Force Majeure shall mean any cause which is beyond the control of the party invoking force Majeure, including, but not limited to, and whether or not of the same class or kind as, the following: any law, decree, regulation, order of any government authority, riot, war, hostilities, public disturbance, act of the public enemy, strike, lock-out or fire, flood, earthquake, storm, explosion, or acts of God.

If either party is prevented from or delayed in carrying out any of this Agreement by reason of Force Majeure, the party whose performance is so prevented or delayed, upon prompt written notice thereof to the other party, shall be excused from such performance to the extent and during the period of such prevention or delay.

ii) Severability:

If any part, term or provision of this Agreement is held to be illegal, invalid or unenforceable, the validity of the remaining portions or provisions shall not be impaired or affected.

During the pendency of any arbitration, each party shall continue to perform its outstanding obligations pursuant to this Agreement.

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iii) Independency of Parties:

Parties shall be treated as independent contractors and no relation of any agency, employer-employee or university – student shall subsist between the parties.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

For and on behalf of
**MOOKAMBIGAI COLLEGE OF
ENGINEERING**


Dr. R. Elangovan

Principal

Mookambigai College of Engineering

Srinivasa Nagar, Kalamavur

Pudukkottai-Dt - 622 502



In The Presence of



1. Dr. P. Vasudevan

Director

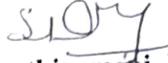
Mookambigai College of Engg.


2. Mrs. V. Jeyamalni

HOD / EEE

Mookambigai College of Engg.

For and on behalf of
Aideltecz, Pudukkottai


Mr. S. Salai Devathirumani

Managing Director,

Aideltecz, Annavasal,

Pudukkottai.


1. Mr. V. Bagu Manan

Chief Architect

Aideltecz.


2. Mr. C. Vinjai Manthiram

Regional Manager

Aideltecz.