

Softview



15319 MGR Educational and Research
Institute
Chennai

AS 342901
M. PRABAKARAN
Stamp Vendor
IC No. 3215440/- 3/2000
78, Thiruvengadapuram,
Choolamedu, Chennai- 600 094

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** is executed at Chennai on this **1st** day of September 2016.

BETWEEN

Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE, (DEEMED TO BE UNIVERSITY), having its Education Institution at Periyar E.V.R. High Road, Maduravoyal, Chennai – 600 095, Tamil Nadu represented by its Registrar **Dr.C.B.PALANIVELU,** hereinafter referred to as **PARTY OF THE FIRST PART**

AND

M/s. SOFTVIEW, having office at 117, Nelson Manickam Road, Chennai – 600 029, represented by its Proprietor **Mrs. H.B.STELLA** , hereinafter referred to as **PARTY OF THE SECOND PART**,

WHEREAS Dr.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) and M/s.SOFTVIEW desire to enter into an agreement in which both the PARTY will work together to complete the project.

WHEREAS Dr.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) and M/s.SOFTVIEW are desirous to enter into a memorandum of understanding between them to have Technical Collaboration with M/s.SOFTVIEW in imparting training in EDITING, related field by M/s.SOFTVIEW and setting out the working arrangements that each of the partners agree are necessary to complete the project.

THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:-

1. Dr.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) will provide its all infrastructures for conducting the courses by M/s.SOFTVIEW separately within its premises, and will be conducted during university working hours this will be treated as separate Venture and will be referred to as "Dr.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) - M/s.SOFTVIEW"
2. Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) shall allot exclusive area for conducting "Dr.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) – M/s.SOFTVIEW" courses with Separate Cabin for Counselling and Administration Works.
3. M/s. SOFTVIEW shall take responsibility for all TECHNICAL, PROMOTIONAL, ADVERTISEMENTS, MARKETING ACTIVITIES and ISSUES ARISING OUT OF LICENSE.
4. The PARTNERS will endeavour to have final approval and secure any financial necessary to full fill their individual contributions at the start of the planning for the development of the project. M/s. SOFTVIEW shall be responsible for the appropriate advertisement and the entire cost shall be borne by M/s.SOFTVIEW only.
5. M/s. SOFTVIEW will handle and take care of Software Technology issues, software installation and Software maintenance and training with consonance of Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University).
6. M/s. SOFTVIEW will offer the following courses to Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) – M/s.SOFTVIEW.

Diploma	Duration	Fees
i. Diploma in Film Production	1year	Rs.80, 000
ii. Diploma in Post-Production	1year	Rs.1, 00,000
iii. Diploma in DI Colorist & Conformist	8 Month	Rs.1, 50,000
iv. Certification DI Colorist	6 Month	Rs.90, 000
v. Certification Conformist	6 Month	Rs.80, 000
vi. Certification Smoke	4 Month	Rs.60, 000
vii. Certification FCP X/7	3 Month	Rs.50, 000
viii. Certification After Effects	6 Month	Rs. 40,000

7. Exclusive course contents and materials will be prepared for Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) – SOFTVIEW by M/s.SOFTVIEW and the same shall be updated from time to time by M/s.SOFTVIEW.
8. Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) shall prepare Course Completion Certificates and M/s. SOFTVIEW shall prepare Exclusive Brochures for Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) – M/s.SOFTVIEW courses and also prepare Separate Receipts / Bills for Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University)- M/s.SOFTVIEW courses. The receipts should be in one plus two copies, first copy to the student, second copy to M/s.SOFTVIEW and third copy to Dr. M.G.R. Educational and Research Institute (Deemed to be University).
9. The Course Completion Certificate shall be signed by the representatives of Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) and also undertake Internship and Placements Activities.
- 10.M/s.SOFTVIEW undertakes the process for selection of Faculties and to impart training to them in POST-PRODUCTION field. M/s.SOFTVIEW will conduct Advanced Curriculum program, workshops and Seminars for POST-PRODUCTION Faculties.
- 11.Any event of Competition, Gift and others shall be announced in advance jointly. No Discounts and recommendations shall be entertained in this venture.
- 12.Examinations shall be conducted jointly but the question papers will be set by M/s.SOFTVIEW.
- 13.The evaluation of the Examination papers will be supervised by Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) – M/s.SOFTVIEW jointly.

14. M/s.SOFTVIEW will share 45% and Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) will share 55% of the total course fees collected from the admitted students. This is applicable and valid only for the present academic year 2016-17. The sharing of course fee between the party will be revised on yearly basis.
15. Dr.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) will take care of the fees receipts from the students of Dr. M.G.R EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) – M/s.SOFTVIEW courses WHICH shall be shared on 15th day of every month, if the same falls on Sunday or any other national holiday then the same shall be shared on the next working day.
16. Accounts and Administration related activities for the students would be dealt with by M/s.SOFTVIEW and the Account representative of Dr.M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) can examine the accounts and receipts in respect of Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) – M/s.SOFTVIEW Courses.
17. Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) shall deduct TDS at the prevailing rates specified under Income Tax Act, 1961 from time to time while making any payment to M/s.SOFTVIEW.
18. M/s.SOFTVIEW hereby warrants, covenants, and undertakes that it shall not use the Trademark Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) in any form or whatsoever with regard to its business. M/s.SOFTVIEW hereby affirms and recognizes that all rights or interests in the said trade mark or trade name arising out of their use in accordance with this agreement exclusively belongs to the Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University) and that it has no right, title or interest with regard to the same.
19. The parties undertake not to do any act at any point of time that would prejudice the interests of the other Party.
20. This Agreement shall not be modified or amended except with the mutual consent of the parties in writing and signed by an authorized representative of both the Parties to this Agreement.
21. The terms of cooperation of each specific activity contemplated under this MoU shall be mutually discussed and agreed upon in writing prior to the initiation of activity.
22. This MoU shall remain in effect for a period of 3 years until terminated by either party on one month prior notice in writing.

23. Any dispute or difference whatsoever arising between parties out of or relating to the project unless resolved amicably, be settled by Arbitration. All proceedings under such Arbitration shall be held in Chennai in India and would be in accordance with the provisions of the Arbitration and Conciliation laws of India.

The signatories to this agreement declare that they are duly constituted and authorized by their respective organizations to enter into this agreement and that their affixing their signatures to this agreement will bind their organizations.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS MEMORANDUM OF UNDERSTANDING to be executed through their respective duly authorized representatives.

Signed by

C.B. Palanivelu



Dr.C.B.PALANIVELU
REGISTRAR,
Dr.M.G.R. EDUCATIONAL AND
RESEARCH INSTITUTE
(DEEMED TO BE UNIVERSITY)

Signed by

H.B. Stella

H.B.STELLA
PROPRIETOR
M/s. SOFTVIEW



WITNESSES:-

- 5 Months*
1. S. MARUTHI
H/32, VEERAPANDIYA NAGAR 2ND ST, 11ND FLOOR,
CHOO LAI MEDU.
MOB. 9884803119

2. SUMATHY ESWARAN
1043, Block II
Teevan Bimangan
Chennai 600101

H. Eswaran
1-7-16.