



தமிழ்நாடு தமில்நாடு TAMILNADU
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6.9.18

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered on Aug 10, 2018, by M/s. Coovum Advanced Institute for Science and Engineering Research., with a place of business at Flat 4B, Block 1, VGN La Parisanne, West Mogappair, Nolambur, Chennai 600037, Tamil Nadu, INDIA, herein referred to as "CAISER" the First Party; And, "Dr. M.G.R Educational and Research Institute," with a place of business at Periyar E.V.R High Road, Maduravoyal, Chennai 600 095, Tamil Nadu, INDIA, herein referred to as the 'MGR' the Second Party.

[Signature]
For COOVUM ADVANCED INSTITUTE FOR
SCIENCE AND ENGINEERING RESEARCH

[Signature]
REGISTRAR
Dr. M.G.R.
EDUCATIONAL AND RESEARCH INSTITUTE
(Deemed to be University)
Periyar E.V.R. High Road,
Maduravoyal, Chennai 600 095

COOVUM ADVANCED INSTITUTE FOR SCIENCE AND ENGINEERING RESEARCH, a company incorporated and existing under the laws of India and having its registered office at Flat 4B, Block 1, VGN La Parisanne, West Mogappair, Nolambur, Chennai – 600037 (herein after referred to “CAISER”) which expression shall unless repugnant to the subject or context mean and include its successor and permitted assigns, of the SECOND PART.

WHEREAS MGR and CAISER, shall collectively be referred to as “Parties” and individually as “Party”.

WHEREAS this Industry – Academic Memorandum of Understanding is for Mutual Benefit of both the parties herein.

NOW THEREFORE, the Areas of Possible Co-operation, Between the Parties Herein, are as follows:

1. CAISER shall be the technology partner to MGR in IoT & Robotics domain by setting up in-house lab in the MGR campus to cater to students from multiple departments such as ECE, CSE, IT, E&I, EEE, Mechanical and Civil, thus rendering additional value to MGR and its experts participating in training the students on industrial projects.
2. MGR will provide the lab space, computers and projectors; CAISER will provide the IoT & Robotics hardware that caters to the Foundation and Advanced labs.
3. CAISER will execute industry projects within the MGR campus in which the students and staff will participate to enhance their industry-oriented skills. CAISER will also facilitate soft skills and entrepreneurship training to staff and students.
4. A mutually agreeable cost, worked out based on contributions from Students, will be paid by MGR to CAISER for the services rendered.
5. Students of MGR will be encouraged to publish papers in Conferences and Journals, and Patent their innovative ideas.
6. Students and Faculties of MGR shall get access to Technology experts from CAISER.
7. Students and Faculties of MGR can co-ordinate with CAISER Engineers and benefit from Industry – Academic Partnership.
8. Students and faculties of MGR co-ordinating with CAISER shall get exposure in the areas IoT & Robotics control equipment designing and testing as indicated by CAISER.



**For COOVUM ADVANCED INSTITUTE FOR
SCIENCE AND ENGINEERING RESEARCH**

Director

C. B. Palanivelu

9. Students of MGR are permitted, with prior permission, from the management of MGR and CAISER, to visit the campus of CAISER for their industrial visits and undertake internships.
10. MGR can take additional help of CAISER to train their staff and students on different technologies on commercial terms.
11. CAISER will also support placement assistance using their industry connections.
12. MGR can reproduce / utilize the logo of CAISER for its marketing and promotional purposes indicating CAISER as its Corporate / Technology / Industry Partner.
13. This agreement shall come into effect from the date of signing of this MoU and shall be valid for a term of three years.
14. This MoU may be amended, on mutual written agreement, by the parties herein.
15. All students and faculty members covered by this MoU and future implementation agreements, shall be bound by the rules and regulations set forth by, both the Parties.

TERMINATION OF AGREEMENT

Either Party may, by giving one-month written notice to the other party, terminate this agreement.

CONFIDENTIALITY

Both parties shall, during the term of this MoU hold in confidence all confidential information received from the other and, except where disclosure is required by law, shall not disclose the same to any third party without prior written consent of the other. Only information reduced to writing and clearly marked as "CONFIDENTIAL" shall be considered to be confidential information subject to the requirements of this provision.

FORCE MAJEURE

A party shall not be liable to the other, for any delay or failure in performance hereunder due to a Force Majeure Event, including but not limited to Act of God, natural disasters and or any other unforeseen act that is beyond the reasonable control of the party whose performance is affected.



**For COOVUM ADVANCED INSTITUTE OF
SCIENCE AND ENGINEERING RESEARCH**

Director



DISCLAIMER

Except for criminal breach of trust, in no event shall either party be liable for consequential, incidental, special or indirect damages, regardless of whether it has been advised of the possibility of such damages.

ARBITRATION

All disputes arising out of this MoU, between CAISER and MGR shall be settled amicably, otherwise it shall be referred to a sole Arbitrator to be appointed by the parties herein, under the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be in Chennai and Arbitration proceedings shall be conducted in English only. The decision of the sole arbitrator shall be final and binding on both the parties.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

For and on behalf of
CAISER



For and on behalf of
MGR

C. B. Palaniswami

Name:
Title:
Date:

Name:
Title:
Date:

WITNESSES: