

तमिलनाडु TAMIL NADU

06 JUN 2019

WAVE CODE LOGIX PVT. LTD.

64AB 203334

V.BEDHARAJAN

Stamp Vendor
L.No: 12144/B4/96
Ekkattuthangal, Ch-32.
Mobile No: 9710019475

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the MOU) is entered into on this 06th day of June 2019 by and between

Dr. MGR Educational & Research Institute (Deemed University), Chennai (DMGRUNIV)

&

Wave Code Logix Pvt. Ltd., Chennai (WCL)

Now the memorandum of understanding witnesseth as follows

1. Objective of MOU

The objectives of this MOU are:

- To promote interaction between the Institute and the company in mutually beneficial areas.
- To provide formal basis of initiating interaction between the parties

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

[Signature]
WAVE CODE LOGIX Private Limited

2. Scope of MOU

This MOU details the modalities and general conditions regarding collaboration between DMGRUNIV and WCL for enhancing, within the country, the availability of highly qualified manpower in the areas of software development without any prejudice to prevailing rules and regulations in DMGRUNIV and WCL without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to DMGRUNIV and WCL. The areas of cooperation can be extended through mutual consent.

3. Scope and Terms of Interaction

Both DMGRUNIV and WCL shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a. Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b. Organization of joint conferences and seminars;
- c. Practical training of DMGRUNIV students at WCL;
- d. Joint guidance of student projects/thesis in software development and other areas of national interest at DMGRUNIV by WCL on mutually agreeable terms;
- e. WCL would accommodate B.Tech. Students who have completed the 6th semester of their programme in such a number that WCL deems convenient to it for the purpose of imparting industrial training;
- f. WCL may depute its personnel as visiting faculty at DMGRUNIV to teach any of the regular Course or specialized topics;
- g. WCL personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./Masters at DMGRUNIV, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of DMGRUNIV. Further, INDUSTRY may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises;

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[Signature]
WCL Logoix Private Limited

- h. WCL may seek assistance/guidance of DMGRUNIV faculty member/s in product/process modification, modernization, trouble shooting, etc;
- i. Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc;
- j. WCL may showcase its business activities at the seminar/workshop/conference, etc. at DMGRUNIV;
- k. WCL may avail library, Internet, computational facilities at DMGRUNIV;
- l. In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly by a separate agreement before starting the activity.

4. Effective date and duration of MOU

- a. This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b. The duration of the MOU shall be for a period of 3 years from the effective date.
- c. During its existence, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have already been admitted to pursue a programme under the MOU.

5. Intellectual property rights

IPR Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

6. Confidentiality

During the tenure of the MOU both DMGRUNIV and WCL will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU. Both DMGRUNIV and WCL shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS. Further both DMGRUNIV and WCL shall put in place

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D. M. G. R.
EDUCATIONAL AND RESEARCH INSTITUTE
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Manoj Kumar



adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

7. Amendments

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

8. Resolution of disputes



This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Chennai. Any dispute arising between the parties shall be settled by Arbitration under Indian Arbitration and Conciliation act by appointing a common Arbitrator.

C. B. Palaniappan

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IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For DMGRUNIV	For WCL
<p>C. B. Palaniappan</p>	<p></p> <p></p>
<p>Witness</p> <p>1.</p> <p>2.</p>	<p>Witness</p> <p>1.</p> <p>2.</p>

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