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DR. M.G.R. Educational  
and Research Institute

R. Lakshmanan  
BH 584428  
R. LAKSHMANAN  
STAMP VENDOR  
LC No 6/772/B3/96  
No 261, E.V.R. ROAD,  
AMINJIKARAI, CHENNAI-29

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed at Chennai on this  
WEDNES. day of .....11<sup>TH</sup>..... AUGUST 2021

BY AND BETWEEN

Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be  
University) INDIA (Declared U/s 3 of UGC Act, 1956), having its office at  
Periyar E.V.R. High Road, (NH 4 Highway) Maduravoyal, Chennai - 600 095, India,  
represented by its Registrar Prof.Dr.C.B.PALANIVELU, hereinafter referred to  
as the PARTY OF THE FIRST PART

AND

**MIT SQUARE SERVICES PRIVATE LIMITED** (hereinafter called MIT Square) headquartered / registered at No.20, Halcyon Villas, Banjara Layout, Horamavu, Bangalore – 560 043, Karnataka, India represented by its **CO-Founder & COO MS. BHUVANESHWARI LOGANATHAN** hereinafter referred to as the **PARTY OF THE SECOND PART.**

The objective of this Memorandum of Understanding is:

- a) To promote interaction between MIT Square and Institution in mutually beneficial areas.
- b) To provide a formal basis for initiating interaction between MIT Square and Institution.

In the spirit of collaboration and with mutual interest in cooperation, MIT Square and Institution enter into this Memorandum of Understanding (MoU) to promote joint educational and cultural collaboration.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:**

**1. SCOPE OF COLLABORATION**

Areas of collaboration may be proposed by either institution and/or may include, but are not limited to:

**1.1 Talent Management**

- Campus Radio
- Training & Learning activities (detailed in section 1.3);
- Joint and articulated degree programs;
- Joint teaching, training, research, workshops, conferences or cultural activity;
- Joint support & guiding for student projects / fellowships of UG, PG & PhD;
- Educational Programs/Opportunities (in India & Abroad);
- Internship Programs/Opportunities (in India & Abroad);
- Value Added Certifications/Courses (VACs);
- Continuous Professional Development (CPD);
- Faculty Development Programs (FDPs);
- Student Development Programs (SDPs);
- Faculty Exchange Programs (FEPs);

**For MIT Square Services Pvt. Ltd.**

  
Director

- Student Exchange Programs (SEPs);
- Staff Professional Development Programs;
- Social Outreach Programs (SORs) / Corporate Social Responsibility (CSR);
- Placement Training & Activities (PTA);
- Industrial Visits (in India & Abroad);
- Job Opportunities (in India & Abroad);
- Sharing or creation of educational materials and resources;
- Brining more colleges and corporates for getting trained in the CoE/CoI (detailed in section 1.4);

### 1.2. Innovation Management

- Incubation Support;
- Research & Development activities;
- Innovation Techniques;
- Disruptive Technologies, Immersive Technologies & Assistive Technologies;
- Center of Excellence (CoE) / Center of Innovation (CoI) / Center of Entrepreneurship;
- Ideation-to-PoC;
- Prototype-to-Product;
- Rapid Prototyping;
- End-to-End Product Development;
- Writing joint proposals for acquiring fundings/grants from various Government and Private agencies;
- Writing joint Research Publications (conferences/journals papers);
- Representing as a team for International Consortiums/Conferences;
- Filing Intellectual Property Rights for novel and innovative projects (patents, trademarks, copyrights, designs);
- Expanding your current CoE Labs (detailed in section 1.4);
- Interiors & Design (Infrastructure management);
- Event Management;

### 1.3. Specific Training Programs:

- Internet of Things (IoT) and Embedded Systems
- Web Development Technologies
- Data Science / Business Intelligence
- Artificial Intelligence
- Ambient Intelligence

- Block chain
- Cyber security
- Robotics
- Drones
- Patent Filing
- Entrepreneurship
- Center of Excellence (CoE) or Center of Innovation (CoI):
- Internet of Things (IoT)
- Artificial Intelligence
- Block chain
- Cyber security
- Robotics
- Electric Vehicles

The company offers various skill development courses across different disciplines. The Institution committed/commits participants every year for any of the above listed services. The timing/duration of the activities shall be arrived on mutually agreed dates. The fee will be decided time to time based on the type of activity and the level of required input.

Any specific activity developed under this MOU shall be detailed in a subsequent agreement, signed by each institution's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible departments or individuals.

All activities shall be subject to the availability of funds and the approval of each institution's authorized representatives.

## **2. DURATION AND EVALUATION**

This MOU shall be in effect for a period of Three years from the last date of signature. Either party may request termination of this MOU, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Following the evaluation, the MOU may be renewed and resigned for an additional three (3) year period.

For MIT Square Services Pvt. Ltd. 4

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Director

Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

**3. NON-DISCRIMINATION**

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

**4. COMPLIANCE WITH LAW**

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this MoU is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this MoU upon thirty (30) days prior written notice to the other party.

**5. FORCE MAJEURE**

In the event students are unable to complete the Program due to causes beyond the control of the institution, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond institution's reasonable control, institution will assist the affected students in finding an alternate site to complete the Program.

**6. SERVICES**

Iterative Services with the Clients, Suppliers and Collaborators/Funders referred to by the Company: In as much as both parties will acquire or have access to information, which is of a highly confidential and secret nature, it is expected that the Institution will not perform any services to the referred clients, supplier and/or collaborator/funder without mutual prior written approval and agreement.

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**7. USE OF NAME**

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Home Institution may refer to the affiliation with institution in public information materials regarding the relevant Program. The institution reserves the right to review and request modification of Home Institution's reference to the institution as necessary. Home Institution may refer to the affiliation with institution in its brochures and other public information materials having to do with the Program.

**8. INDEPENDENT CONTRACTORS**

Each party is separate and independent and this MoU shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this MoU establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

**9. SEVERABILITY**

The provisions of this MoU are severable, and if any provision of this MoU is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

**10. WAIVER**

The waiver of any breach of any term of this MoU does not waive any subsequent breach of that or another term of this MoU.

**11. ASSIGNMENT**

No party may assign this MoU or any rights or obligations under this MoU to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

For MIT Square Services Pvt. Ltd.

  
Director

## **12. GOVERNING LAW**

The parties shall comply with all applicable laws in performing Services. This MoU shall be construed and enforced solely pursuant to the Indian laws, without giving effect to the principles of conflicts of laws thereof and the parties agree that this MoU shall be subject to the jurisdiction of Chennai.

## **13. DISPUTE RESOLUTION**

The Parties shall use their best endeavors to settle amicably any difference or dispute arising under or in connection with this MOU by consultation and negotiation. If a dispute cannot be settled through such consultation, upon the request of either Party with written notice to the other Party, any such dispute shall be resolved by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The place of arbitration will be city of Chennai.

## **14. ENTIRE MoU**

This MoU constitutes the entire MoU and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This MoU may subsequently be modified only by a written document executed by both parties.

## **15. NOTICES**

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this MoU or any related MoUs shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

This MOU is executed in duplicate with each copy being an official version of the MoU and having equal legal validity.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be executed by them on the date, month and year set out above

For **MIT Square Services Pvt. Ltd.**

*[Signature]*  
Director

**MS. BHUVANESHWARI LOGANATHAN  
CO-FOUNDER & COO  
MIT SQUARE SERVICES  
PRIVATE LIMITED  
BANGALORE, INDIA  
PARTY OF THE SECOND PART**

Date: 23.08.2021

**WITNESSES:-**

1. *L. Ramani*

2. *[Signature]*

*C. B. Palanivelu*

**Prof. Dr. C. B. PALANIVELU  
REGISTRAR  
Dr. M. G. R. EDUCATIONAL AND  
RESEARCH INSTITUTE  
(Deemed to be University)  
PARTY OF THE FIRST PART**

Date: 11/08/2021

**WITNESSES:-**

1. *Malini*

2. *K. Vayampri*



