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e. Ramesh kanth

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[Signature]

MEMORANDUM OF UNDERSTANDING (MoU)

03rd May, 2023

BETWEEN



Porur

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S.M. SENTHIL
STAMP VENDOR
L. No. 12144 & 1/96-97
N. No. 295, O. No. 33, ABOOT ROAD,
VIC. GAMBARKRAM, CHENNAI-92



Sri Muthukumar Institute of Technology Mangadu,

Chennai

[Signature]
Principal
SRI MUTHUKUMARAN
INSTITUTE OF TECHNOLOGY
Mikkarayapuram, (Near Mangadu)
Chennai 600059

For SEMINARS, WORKSHOPS, PROJECT - INTERNSHIP SUPPORT & TRAINING
ON JOB ORIENTED SOFTWARE COURSES

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 3rd May Two Thousand and Twenty-three (03/05/2023), by and between

CADD CENTRE (Porur), having its office at No.2&3, Shakthi nagar, Mount Poonamalle road, Porur, Chennai-600116 and having its Corporate Head office at No.26, Radhakrishnan salai, Yellow Pages building, Mylapore, Chennai as **THE FIRST PARTY** represented herein by its **Centre Head Mr.Ramesh Kanth** [hereinafter referred as '**First Party**' (**PARTY 1**)], shall include its successors – in office, administrators and assigns

AND

Sri Muthukumaran Institute of Technology, Mangadu, Chennai-69 as **THE SECOND PARTY** represented herein by its **HOD, Department of Civil Engineering**, hereinafter referred to as "**Second Party**" (**PARTY 2**), shall include its successors – in office, administrators and assigns.

(First Party and Second Party are hereinafter jointly referred to as 'PARTIES' and individually as 'Party')

This Memorandum of understanding is to make a working relationship between CADD CENTRE and SRI MUTHUKUMARAN INSTITUTE OF TECHNOLOGY towards co-operation in teaching and imparting software skills to the students on any of the below software courses

SOFTWARE COURSES	
CIVIL	MECHANICAL
Autocad Civil	Autocad Mech
Revit Arch	Catia
Revit structure	Creo
STAAD PRO	Solidworks
ETABS	NX CAD
3Ds max	Ansys Workbench
V Ray, Lumion	BIW (Body in White Auto)
Python, IOT	Crash Analysis (Auto)
3D Printing	C C++ Java
SAFE, Tekla, MIDAS	Python, Robotics
Building Sketching	Automobile sketching

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Purpose of the AGREEMENT & MOU

This Agreement is entered between both the PARTIES in good faith, where the First Party agrees to conduct Seminars, Workshops to the college students on a periodical basis



through its Technical Experts. Also Projects, Internship and Training needs of students will be addressed by the CADDCENTRE through its PORUR centre facility

Scope and Terms of Interactions of the MOU

For the purpose of this Agreement - MOU, the term "the Disclosing Party" shall be the PARTY 1 that discloses confidential information to the Receiving Party and the term "the Recipient" shall be the PARTY 2 that receives Confidential Information from the Disclosing Party. The PARTY 2 will share with PARTY 1 only such information like, name, email and mobile number of students undergoing the Seminars, Workshops and Free trainings if any conducted as a part of Corporate Social Responsibility by PARTY 1. Both PARTY 1 and PARTY 2 shall encourage interactions between the Trainers from Party 1, Faculty members and Students from Party 2 through the following arrangements.

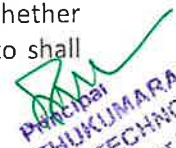
- a) To conduct Seminars/workshops at PARTY 2 premises to bring awareness of the Latest updates in the Technical Software courses.
- b) To conduct Faculty Development Program for the eligible staff members of PARTY 2, whenever announced by the PARTY 1, usually once in a year
- c) Guiding students in their Projects and conducting Internship programs for the students of PARTY 2 by PARTY 1 through its centre facility at PORUR .
- d) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- e) PARTY 1 will raise a **Quotation** with costs on case-to-case basis, which will be shared with PARTY 2. Once the Quotation is approved and signed with seal by PARTY 2, PARTY 1 will create the access to its learning platform as per the Quotation (number of students/semester, training courses, validity of the course, number of licenses etc.)
- f) Practical/ Internship training of PARTY 2 students and staff, at PARTY 1 facility.
- g) Providing Lab environments and experience on projects at PARTY 1 facility.
- h) Auditorium / rooms sufficient for in person meetings with students / faculty shall be provided at facilities of PARTY 2 to PARTY 1 for conducting such seminar / workshops.

2. Confidentiality and IPR

"Confidential Information" shall mean all such information that comprise of "Intellectual Proprietary Rights" of the PARTY 1 including but not limited to terms of this Agreement, data or facts 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 PARTY 2, or declared or identified so by the disclosing party before such disclosure or during the discussions.

- a) Power Point Presentations [PPTs], hard copy materials, source codes of the projects and lab exercises, videos and technical contents, commercial, technical and artistic information relating to PARTY1, business , operation, maintenance, marketing and promoting of its own services, experimental work , software, technology, methods, documentation, designs and materials and general trade secrets of PARTY1 are intellectual property of PARTY1, as well as any other information labeled "Confidential" by PARTY1 or accessible to or provided to the Trainee under this Agreement, whether protected under law or not. The Confidential Information and obligations thereto shall




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apply irrespective of the form in or the media on which such information is displayed or contained.

- b) Ownership of Confidential Information: The PARTY 1 has the Sole ownership of the Confidential Information as per the Intellectual Property Rights of the company CADDCENTRE. The PARTY 2 and its students who have enrolled for the courses only have the right to use the confidential information for educational purposes during the course of Training Period.

At all times, PARTY 2 understands and agrees that the training materials of PARTY 1 shall not be shared by it's trainee / student, to any third party, whatsoever. Under any circumstances if it comes to the knowledge of the trainee that such training materials are in possession of any third party, the trainee shall immediately promptly bring it to the notice of the PARTY 1.

- a) The PARTY 2 understands and agrees that any patent or copyright or any other Intellectual Property developed by the Trainee during the Training period by utilizing the services and facilities of the PARTY 1, shall solely vest with the PARTY 1 only.
- b) All the Documents pertaining to confidential information shall be returned to the PARTY 1 by the Trainee once the Training is complete or as and when requested or directed by the PARTY 1.
- c) The PARTY 2 hereby acknowledges that Party 1 possesses competitively valuable Confidential Information regarding their current and future training solutions, especially the rates offered by PARTY 1 to PARTY 2, and special engagement fees.
- d) During the tenure of the MOU both PARTY 1 and PARTY 2 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.
- e) Both PARTY 1 and PARTY 2 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.
- f) Further both PARTY 1 and PARTY 2 shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

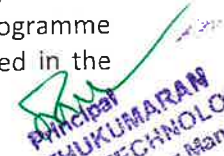
3. Amendments

Any amendment and/or addenda / annexure to the AGREEMENT shall be in writing and signed by both 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.

4. Effective date and Duration of the MOU

- a) This MOU is signed on 03/05/2023 and shall be effective from the date of signing of both PARTY 1 and PARTY 2 by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of three years (36 calendar months) from the effective date.
- c) During its period, the MOU may be extended or terminated by a prior notice of not less than three months (3) by either party. However, termination of the MOU will not in any manner affect the interests of the students/ faculty, who have been admitted to pursue a programme under the MOU but not exceeding the validity of the course duration as mentioned in the




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SRI MUTHUKUMARAN
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Quotation.

Any clause or terms of the MOU may be modified or amended by mutual agreement of PARTY 1 and PARTY 2 in writing

5. Resolution of Disputes

All matters, queries, disputes, or differences, whatsoever, arising between the parties touching the construction, operation or effect of this Memorandum of Understanding or out of or relating to this Memorandum of Understanding or breach thereof shall be settled through arbitration in accordance with the relevant Arbitration and Conciliation act in force at such time. The Arbitration award shall be binding in both the parties.

6. Miscellaneous

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both PARTY 1 and PARTY 2 shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) After this Agreement has been signed, all preceding understandings/ negotiations and correspondence pertaining to it shall become null and void.
- d) All obligations created by this Agreement shall survive change or termination of the PARTIES' business relationship for a period of no more than three (3) years.
- e) Audio-recording or videotaping of the Online Courses trainings is not permitted.
- f) PARTY 1 reserves the right to substitute an instructor(s)
- g) Once you accept and have your staff enrol in the training program offered by PARTY 1, automatically the privacy policy and terms and conditions of the CADD CENTRE company will be legally binding on the staff, students, management and faculty of PARTY 2




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WITNESS WHEREOF, the PARTIES hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

PARTY ONE (1):

By signing this MOU, I also confirm that,
authorized to sign on behalf of,

CADD CENTRE, Porur

PARTY TWO (2):

By signing this MOU, I also confirm that, I am
I am authorized to sign on behalf of,

Sri Muthukumar Institute of Technology

Signature: _____



Name: **Mr. C.Ramesh Kanth**

Title: Centre Head, CADD CENTRE -Porur

Date: 03-05-2023

Signature: _____



Name: **S.Manikandan**

Title: HOD, Department of Civil Engineering

Date: 03-05-2023

**HEAD OF THE DEPARTMENT
CIVIL ENGINEERING**

**SRI MUTHUKUMARAN INSTITUTE OF TECHNOLOGY
CHIKKARAPURAM, CHENNAI-600 069**

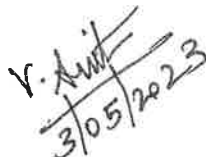
Name of PARTY 1 C.Ramesh Kanth	Name of PARTY 2 S.Manikandan
Address Centre Head Livewire, Porur Mount poonamalle high road, Chennai-116	Address HOD Department of Civil Engineering Sri Muthukumar Institute of Technology Mangadu, Chennai- 69
Contact Details 7200321341	Contact Details 7010709998
E-mails ramesh@cadd.net.in	E-mail: smitcivil2011@gmail.com

Witness

1



2



**SRI MUTHUKUMARAN
INSTITUTE OF TECHNOLOGY**
Chikkarapuram (Near Mangadu)
Chennai-1 500069