



தமிழ்நாடு TAMIL NADU
17 SEP 2021

97AB 399589
L. PACHIA AROCKIA MUR
STAMP VENDOR, L.No. 109/241/
HIGH COURT CAMPUS,
CHENNAI

MEMORANDUM OF UNDERSTANDING (MoU)

21 September 2021

BETWEEN

J-Tech Instruments, Perungudi
Chennai - 96
&



Sri Muthukumaran Institute of Technology

Mangadu, Chennai




Principal
SRI MUTHUKUMARAN
INSTITUTE OF TECHNOLOGY
Mikkarayaduram (Near Mangadu)
Chennai 600069

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 21st DAY of September, Two Thousand and Twenty-One (**21/09/2021**), by and between

---J-Tech Instruments-with registered office at No.106, First floor, Burma colony, Perungudi, Chennai-600096 as **THE FIRST PARTY** represented herein by its **Sr. Manager**-----
[hereinafter referred as '**First Party**' (**PARTY 1**)].

AND

Sri Muthukumaran Institute of Technology, Mangadu, Chennai-69 with as **THE SECOND PARTY** represented herein by its **HOD** (hereinafter referred to as "**Second Party**" (**PARTY 2**)). The Second Party is seeking training services which expression, unless excluded by or repugnant to the subject or context 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') as

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 undertakes responsibility to educate the Trainee / Student in the field of Semiconductors (Mainly including VLSI Design and Embedded [Very Large-Scale Integration]), and to gain practical knowledge by utilizing the services made available only for the Online/ Blended/ Virtual learning process.

2. 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 towards having the students get enrolled for the VLSI online training program.

Both PARTY 1 and PARTY 2 shall encourage interactions to facilitate Knowledge exchange between the Resource Persons/ Trainers from Party 1, Faculty members and Students from Party 2 through the following arrangements:




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- a) Practical/ Internship training of PARTY 2 students and staff of the College with respect to the selected courses.
- b) To conduct joint webinars/workshops at PARTY 2 premises to bring awareness of the programs related to VLSI, Matlab, Labview domains servicing on Electronic equipments .
- c) To conduct FDP for the eligible staff members of PARTY 2
- d) Guiding students of PARTY 2 towards their participation in the Training Programs that are included in each semester / final semester as internship.
- e) 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.
- f) 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 the cloud-based learning platform as per the Quotation (number of students/semesters, training courses, validity of the course, number of licenses etc.)
- g) Practical/ Internship training of PARTY 2 students and staff, at PARTY 1 facility.
- h) Providing Lab environments and experience on projects at PARTY 1 facility.
- i) To provide necessary access to the electronic equipment and any relevant servicing required by PARTY 1 as per PARTY 2 needs.
- j) Auditorium / rooms sufficient for in person meetings with students / faculty shall be provided at facilities of PARTY 2 to PARTY 1 for conducting such placements/seminar / workshops.
- k) Industrial visits are provided to faculty and students of PARTY 2.
- l) To facilitate research and Development supporting the development of technical standards of the mentioned fields in mutual cooperation between two parties.
- m) The Intellectual property Rights related to an Invention made jointly by researchers of either party shall be owned by such party.
 - n) To facilitate students of PARTY2 to develop products and START-UPS for entrepreneurship development.

3. 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 of the Learning Management System, eLearning platform, 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 tradesecrets 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 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



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- Confidential Information as per the Intellectual Property Rights. 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.
- c) At all times, PARTY 2 understands and agrees that the training materials including the access to PARTY 1's **eLearn cloud-based platform** shall not be shared by its 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.
 - d) 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.
 - e) 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.
 - f) The PARTY 2 hereby acknowledges that Party 1 possesses competitively valuable Confidential Information regarding their current and future training solutions for the semiconductor industry and Engineers/Students doing EEE/ECE from all over the world, especially the rates offered by PARTY 1 to PARTY 2, and special engagement fees.
 - g) 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.
 - h) 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 or projects.
 - i) 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.

4. 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.

5. Effective date and Duration of the MOU

- a) This MOU is signed on **21/09/2021** 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 two years (24 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 Quotation.
- d) Any clause or terms of the MOU may be modified or amended by mutual agreement of PARTY 1 and PARTY 2 in writing.




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6. Resolution of Disputes

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts in Chennai, Tamil Nadu - India.
- b) The dispute or difference whatsoever arises between the PARTIES in relation to or in connection with this AGREEMENT both the PARTIES shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. **The arbitration proceedings** shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Chennai, Tamil Nadu - India and Language of arbitration shall be English.

7. 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 ILT, VILT and Online Courses trainings is not permitted.
- f) PARTY 1 (J-Tech Instruments) reserves the right to substitute an instructor(s)
- g) Course prices are subject to change without notice




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IN 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,
 I am authorized to sign on behalf of,
J-Tech Instruments

PARTY TWO (2):
 By signing this MOU, I also confirm that,
 I am authorized to sign on behalf of,
Sri Muthukumaran Institute of Technology

Signature: 

Signature: 

Name: J. JOHN WESLEY

Name: D. Shanthi Chelliah

Title: Sr. Business Development Manager

Title: HOD

Date: **21/09/2021**

Date: **21/09/2021**



Name of PARTY 1	Name of PARTY 2
	D. Shanthi Chelliah
Address: J-Tech Instruments, Perungudi, Chennai - 96	Address: Head of the Department Department of ECE Sri Muthukumaran Institute of Technology Mangadu, Chennai- 69
Contact Details: 9176618763	Contact Details: 9444337277
E-mails: jtechinstruments@gmail.com	E-mail: smit.hod.ece@gmail.com
Web: jtechinstruments.in	Web: smit.edu.in

Witness

1 R. Am SARAJANT
 NO. 24, Panchayat Road,
 Palavakkam, Chennai - 41
 2 R. Jay

1 D. Rajinikanth
 PRINCIPAL.
 SRI MUTHUKUMARAN INSTITUTE
 OF TECHNOLOGY
 CHENNAI - 69
 2 V. Anil
 VICE PRINCIPAL
 Sri Muthukumaran Institute of Technology
 Mangadu, Chennai - 69.
 Vice Principal

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