



# SRI VENKATESWARAA UNIVERSITY

(A State University established under Tamilnadu Private University Act, 2019)

No. 51, GNT Road, Nallur, Near Redhills Toll Plaza, Chennai - 600 067.

Ph. : +91 44 2633 1155 E-mail : info@svuniversity.ac.in www.svuniversity.ac.in

## LETTER OF UNDERSTANDING

This Letter of Understanding (herein referred to as the "LoU") is made and entered into this 5th day of August, 2024 (herein referred to as the "Effective Date") at Chennai by and between:

**M/s Sri Venkateswaraa University**, a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, hereinafter referred to as "**SVU**" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

And

**M/s Global Talent Track Foundation**, a Non-Profit Organization having its registered office at 10, Talera Park, Kalyani Nagar, Pune - 411014, hereinafter referred to as "**GTT Foundation**" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part.

### WHEREAS

Sri Venkateswaraa University is as a budding prestigious educational institution that promotes students' well-being and provides them with a perfect platform to take long strides into the future as well rounded professionals. SVU has two campuses: Ettayapuram campus in Thoothukudi and Redhills campus at Chennai.

1. The University intends to establish Colleges of Excellence in Medical Education, Agricultural Science, Allied Health Science, Pharmacy, Physiotherapy, Nursing and Management Studies.
2. SVU would continually invest in the personal & professional development of the students community & faculty member by creating a learning conducive ecosystem which would facilitate the exchange of knowledge at different levels.

Global Talent Track Foundation which was formerly known as Natarajan Education Society (NES) has been established with the view to help the under served segments of the society to achieve their aspirations for sustainable livelihoods and employability.

1. GTT Foundation is engaged in the field of education & employability domain that provides training to the students as part of their CSR activity.
2. GTT Foundation seeks to use innovative pedagogy and technology to bring the best global standards of skill development to the world's under-privileged citizens.

The University is willing to enter into a Letter of Understanding (LoU) with GTT Foundation for the skills enhancement training program through the technology platform or other face to face initiatives.

## **I. SCOPE OF COOPERATION**

The purpose of this LoU is to define the areas for fundamental, socio academic aspects in which the parties desire to work together in the future for their mutual benefit to foster a collaborative frame work between SVU and GTT Foundation in the field(s) of interest with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the members associated with both Parties.

## **II. ADMINISTRATIVE RESPONSIBILITY**

### ***Roles & Responsibilities of the University:***

1. The University shall be responsible to nominate single point of contact (SPOC) for the proposed initiative.
2. The University shall provide the classroom or on-line access to train the students.
3. The University shall share in their letterhead the details of the students who will attend the aforesaid training program with GTT Foundation like Name, Email ID, Aadhar card/ college ID card, contact details, Name of the Company in which Candidate is currently placed, designation and placement/ intern-ship proof (current working/ intern-ship status), qualification (along with the year of completion/pursuing) and other documents as per GTT Foundation training requirements.
4. Minimum One Hundred & Fifty (150) Students are expected to undergo the training program between Aug-24 Jul-26.
5. The University shall use the logos /names of GTT Foundation only for the purpose of the training as agreed in this LoU. The University shall keep GTT Foundation aware about the usage of GTT Foundation's logo and name.

### ***Roles & Responsibilities of GTT Foundation:***

1. GTT Foundation shall provide the hand-holding of the trained candidates through mentoring process.
2. GTT Foundation will arrange for assessment of its own and also arrange external assessment as required.
3. Any alteration / modification to this letter shall be mutually discussed and agreed upon in writing.
4. Any dispute arising out of, in relation to or in respect to this LoU shall be settled through mutual consultation and agreement, by the Parties to this LoU. In case a settlement is not arrived at within fifteen (15) days of reference, the dispute/s shall be referred to a sole arbitrator to be appointed in accordance to the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Pune, India.

### ***Team and Expertise***

1. Both parties will provide necessary support for effective implementation of the LoU within the institutional rules and procedures.
2. Within the broad frame work of the LoU, SVU and GTT can work on academic/ research activities, training programs, development of health care centres etc., as appropriate and applicable.
3. The activities under this LoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Dr.E.Susithra, University Accreditation Coordinator, shall be the internal coordinator from SVU

whereas Mr. Dipak Bhati, Trainer from Global Talent Track Pvt. Ltd., will be the internal coordinator from GTT Foundation.

4. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.
5. Notification of any change in liaison officers may be made by letter/email communications.

#### ***Financial Implications***

1. This LoU places no financial obligations or supplementary funding commitments on either party. The life skills enhancement training program is free of cost. GTT Foundation shall not charge any fees on whatsoever account/name from the students or the University for conducting the aforesaid training program.
2. Certificates shall be awarded by GTT Foundation to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

#### **III. CONFIDENTIALITY AND SECURITY**

1. Both parties agree to maintain the confidentiality of all proprietary and sensitive information (written or oral) exchanged during the course of this engagement hereunder, save that which is inconsequential or obvious;
2. GTT Foundation will implement robust data protection measures to safeguard the Client's information. This confidentiality obligation will survive the termination of this agreement.

#### **IV. INTELLECTUAL PROPERTY**

1. Intellectual property created under the auspices of this agreement shall be safeguarded in accordance with the intellectual property statement (Exhibit - A).
2. All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same.
3. Upon termination of this LoU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this LoU shall return such information to the requesting Party.

#### **V. AMENDMENTS, RENEWAL AND TERMINATION**

1. Duration: This LoU shall come into force and effect from the date of execution and shall remain in effect from the date of signature for an initial period of two (02) years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of GTT Foundation.
2. Renewal : Upon expiry, the agreement may be renewed by either party with or without modifications for a to-be- determined period of time.
3. Termination: Upon expiry, in the discontinuation of renewal process, the agreement may be cancelled with one month written notice by either of the parties.

In Witness of the terms of this agreement our signatures are affixed.

 <b>SRI VENKATESWARAA UNIVERSITY</b>	 <b>GLOBAL TALENT TRACK FOUNDATION</b>
 (Authorized Signatory)  Name : Dr. R. Narayana Babu Designation : Vice Chancellor Place : Chennai Date : 5 <sup>th</sup> August 2024 Stamp : 	 (Authorized Signatory)  Name : Ebrahim Nimuchwala Designation : Legal Officer Place : Pune Date : 5 <sup>th</sup> August 2024 Stamp : 
  Name : Dr. E. Susithra Designation : University Accreditation Coordinator Place : Chennai Date : 5 <sup>th</sup> August 2024 Stamp : 	  Name : Dipak Bhati Designation : Trainer, Global Talent Track Pvt. Ltd Place : Pune Date : 5 <sup>th</sup> August 2024 Stamp : 

**EXHIBIT A**  
**Intellectual Property Statement**

For purposes of this section:

"Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;

"Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and

Where a provision is to the effect that a University owns any Intellectual Property, such provision shall be read to mean that such University, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

All Intellectual Property of a University (and its third-party licensor's) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that University. The other organization shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named University for purposes of the Project and for internal teaching and research purposes.

Ownership of jointly developed Intellectual Property shall be determined by the participating organizations on a Project basis, having regard to the nature, quality, and extent of the contributions by the respective organizations.

Any commercialization of jointly developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors and/or technology transfer office of the contributing University.

Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly developed Intellectual Property shall be determined by arbitration in accordance with the the National Intellectual Property Rights Policy.



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Ph. : +91 44 2633 1155 E-mail : info@svuniversity.ac.in www.svuniversity.ac.in

## LETTER OF UNDERSTANDING

This Letter of Understanding (herein referred to as the "LoU") is made and entered into this 3<sup>rd</sup> day of December, 2024 (herein referred to as the "Effective Date") at Chennai by and between:

**M/s Sri Venkateswaraa University**, a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, hereinafter referred to as "**SVU**" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

**And**

**M/s Technomed Electronics**, a leading manufacturer and explorer of Physiotherapy Equipments having its registered office at 41, Functional Industrial Estate, Perungudi, Chennai - 600 098, hereinafter referred to as "**Service Providers**" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part.

### **WHEREAS**

Sri Venkateswaraa University is as a budding prestigious educational institution that promotes students' well-being and provides them with a perfect platform to take long strides into the future as well rounded professionals. SVU has two campuses: Ettayapuram campus in Thoothukudi and Redhills campus at Chennai.

1. The University intends to establish Colleges of Excellence in Medical Education, Agricultural Science, Allied Health Science, Pharmacy, Physiotherapy, Nursing and Management Studies.
2. SVU would continually invest in the personal & professional development of the student's community & faculty member by creating a learning conducive ecosystem which would facilitate the exchange of knowledge at different levels.

Technomed Electronics a leading manufacturer and explorer of Physiotherapy Equipments in India. It has an in-house R & D, Quality Control, vast sales and service network all over India.

1. Technomed Electronics is engaged in providing industrial visit to the students.
2. Technomed Electronics provides lectures on the usage of equipments, functioning properties of the equipments to students and gives hands-on-training on the usage of equipments of interest to physiotherapy.

The University is willing to enter into a Letter of Understanding (LoU) with Technomed Electronics for the skills enhancement training program through the technology platform or other face to face initiatives.

## **I. SCOPE OF COOPERATION**

The purpose of this LoU is to define the areas for fundamental, socio academic aspects in which the parties desire to work together in the future for their mutual benefit to foster a collaborative frame work between SVU and Technomed Electronics in the field(s) of interest with a view to benefiting from each other's initiatives and working procedures and to support collaboration with respect to industrial visit among the members associated with both parties.

## **II. ADMINISTRATIVE RESPONSIBILITY**

### ***Roles & Responsibilities of the University:***

1. The University shall be responsible to nominate single point of contact (SPOC) for the proposed initiative.
2. The University shall provide transportation facility to the students undergoing training at Technomed Electronics.
3. The University shall provide the classroom or on-line access to deliver guest lectures and to train the students.

### ***Roles & Responsibilities of Technomed Electronics:***

1. Technomed Electronics shall provide certificates to the students undergoing training on completion of the training program.
2. The certificates will be provided as per the curricular requirement to the students.
3. Any alteration / modification to this letter shall be mutually discussed and agreed upon in writing.

### ***Team and Expertise***

1. Both parties will provide necessary support for effective implementation of the LoU within the institutional rules and procedures.
2. Within the broad frame work of the LoU, SVU and Technomed can work on training programs, industrial visits etc., as appropriate and applicable.
3. The activities under this LoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Dr.K. Rekha, Principal i/c, College of Physiotherapy, shall be the internal coordinator from SVU whereas Mr. D. Prabhakaran, Trainer will be the internal coordinator from Technomed Electronics.
4. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.
5. Notification of any change in liaison officers may be made by letter/email communications.

### ***Financial Implications***

1. This LoU places no financial obligations or supplementary funding commitments on either party. The life of the training program is free of cost. Technomed Electronics shall not charge any fees on whatsoever account/name from the students or the University for conducting the aforesaid training program.







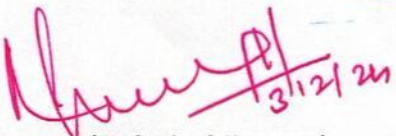




2. Certificates shall be awarded by Technomed Electronics to the students on successful completion of the training and clearing of the assessment held post completion of the training program.

### III. AMENDMENTS, RENEWAL AND TERMINATION

1. Duration: This LoU shall come into force and effect from the date of execution and shall remain in effect from the date of signature for an initial period of two (02) years after the termination or expiry thereof, it shall not, directly or indirectly, employ, contract, solicit, hire or otherwise utilize the services of an existing employee of Technomed Electronics.
2. Renewal: Upon expiry, the agreement may be renewed by either party with or without modifications for a to-be- determined period of time.
3. Termination: Upon expiry, in the discontinuation of renewal process, the agreement may be cancelled with one month written notice by either of the parties.

In Witness of the terms of this agreement our signatures are affixed.

 <b>SRI VENKATESWARAA UNIVERSITY</b>	 <b>TECHNOMED ELECTRONICS</b> <b>TECHNOMED ELECTRONICS</b>
 (Authorized Signatory) Name : Ms. Atcheya Kamalesh Designation : Executive Director Place : Chennai Date : 3 <sup>rd</sup> December 2024 Stamp : 	 (Authorized Signatory) Name : Mr. R. Arun Kailash Designation : Vice President Marketing Place : Chennai Date : 3 <sup>rd</sup> December 2024 Stamp : 
 (Authorized Signatory) Name : Dr. R. Narayana Babu Designation : Vice Chancellor Place : Chennai Date : 3 <sup>rd</sup> December 2024 Stamp : 	 (Authorized Signatory) Name : Mr. D. Prabhakaran Designation : Sales Manager Place : Chennai Date : 3 <sup>rd</sup> December 2024 Stamp : 



## **Whereas**

Sai Mirra Innopharm Pvt. Ltd. and Sri Venkateswaraa University will be called as parties.

There is a great deal of similarity of thrust areas of teaching and research of both and Sai Mirra Innopharm Pvt. Ltd. and Sri Venkateswaraa University and the fact that both the Institutions work on identical principle of social service, are convinced about the mutual benefit of forging formal linkage to develop collaborative teaching and research programs in the area of their core competence with special focus on healthcare education. (First party and Second party are hereafter jointly referred to "Parties" and individually as Party).

**Now, therefore,** in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:-

### **A. Principles of Collaboration:**

1. To promote individual contacts among scholars and personnel of both the parties.
2. To provide opportunities for both staff and students to use, to the maximum, the expertise and facilities available in both the Institutions through training of students/staff and through exchange of thoughts by brain storming sessions/seminars/workshops and conferences.
3. To share knowledge resources of each other within the mutually agreed framework.
4. To work jointly for the common research interest at national and international level. This includes preparation of proposals and their implementation as per the national health priorities.
5. To support the exchange of academic and training material including access to library and other digital resources of each other.
6. To encourage any other activities that both the institutions agreed to be of mutual benefit.
7. To enhance the relationship between the Parties through the promotion and development of collaborative research programs, academic and cultural exchange programs and other cooperative activities and assistance in areas of mutual interest and benefit.
8. The Parties anticipate that such activities may include any or all of the following:
  - a) Exchange researchers;
  - b) Training of students;
  - c) Collaborative research and joint academic meetings;

- d) Development, organization and hosting of joint academic and cultural symposia, CME, conferences, workshops and meetings;
- e) Exchange of information, advice and assistance relating to areas of mutual interest including, but not limited to, research activities, obtaining grants and funding, technology transfer, development of educational and training programs, and long range planning and institutional development; and other activities of mutual benefit for the Parties.

## **B. Areas of collaboration:**

**a).** Sai Mirra Innopharm Pvt. Ltd. and Sri Venkateswaraa University after considering their objectives and strengths, have agreed to have an understanding for collaboration in the following areas of interest:-

### **B1. Joint Research Programmes**

a) Sai Mirra Innopharm Pvt. Ltd. and Sri Venkateswaraa University agree to submit joint research proposals to national and international funding agencies in the areas of their core competence. For this purpose, roles and responsibilities of participating faculty members will be decided in advance and inked.

b) Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual terms and conditions, for each specific project under this MoU separately.

### **B2. Joint study programmes**

a. Sai Mirra Innopharm Pvt. Ltd. and Sri Venkateswaraa University agree towards exchange of Pharmacy students to accomplish a clinical shadowing experience as a part of completion of project during their final year of study.

b. Both the Institutions will accord recognition to faculty of each other as supervisor to Ph.D. scholars based on the bio-data and publications of the concerned faculty with due approval of the statutory bodies of the respective Universities.

c. Both the Institutions agree to accord designation of "Adjunct Professor/Faculty" to qualified faculty of the other University based on the bio-data and publications of the concerned faculty with due approval of the statutory bodies of respective Universities.

d. Ph. D. scholars working at Sai Mirra Innopharm Pvt. Ltd. will be allowed to carry out a part of their research work at a selected department in SVU and vice-versa depending upon specific requirements.

e. Sai Mirra Innopharm Pvt. Ltd. and SVU will independently meet the cost of research, chemicals and other expenditure incurred by it in connection with the research collaboration, if it is absolutely required for success of the joint research work.

f. Joint Ph. D. programme will be facilitated as per the provisions of the Ph.D regulations of the University.

**A. Confidentiality:**

Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as 'proprietary confidential information' and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a need to know basis only. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know basis for the execution of the work.

**B. Intellectual property rights (EPR) protection**

a. IPR generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative intellectual inputs made by the parties. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the undersigned representatives of Sai Mirra Innopharm Pvt. Ltd. and SVU mutually.

b. Both parties shall not file any application for seeking IPR/patent in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MoU. However, they can seek intellectual property rights on joint names of the parties as mutually agreed on case to case basis.

c. The above principles will apply on all the activities of IPR such as patenting, technology transfer and commercialization of invention developed out of this MoU.

**C. Publication**

Publications, if any, in respect of the activity under this MoU shall be in the names of involved personnel from both the parties.

In all publications (papers, reports, etc.,) it will be duly acknowledged that the work has been carried out by Sai Mirra Innopharm Pvt. Ltd. and SVU under this MoU executed between the parties. All ethical guidelines of research publication existent at both the Institutions will be followed strictly.

#### **D. Duration**

This Memorandum of Understanding shall be valid for a period of three years from the date of signing of the same, and thereafter can be renewed for further period of three years subject to such other terms and conditions as may be mutually agreed upon.

#### **E. Termination**

This MoU may be terminated by either party by the provision of written notice of termination by not less than three months prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities shall be met by the respective parties in full subsequent to the notice of termination. There shall be no penalty payment due upon the early termination of this Memorandum.

#### **F. Implementation and monitoring**

The implementation of the activities under this Agreement will be overseen initially by the coordinators appointed by the parties.

#### **G. Notices**

All notices and other communications required to be served on the parties under the terms and conditions of this MoU, shall be considered to be duly served, if the same is delivered at or posted by registered mail to the persons, as the address given below.

#### **Sai Mirra Innopharm Private Limited:**

Plot No. 288 & 299,  
SIDCO Estate,  
Ambattur,  
Chennai - 600 098

#### **Sri Venkateswaraa University**

No. 51, GNT Rd,  
Red Hills, Chennai,  
Padianallur, Tamil Nadu 600067

#### **H. Disputes**

Any dispute arising out of this Memorandum of Understanding or in its enforcement the concerned parties to this MoU will resolve the same amicably.

If any controversy or dispute that cannot be resolved by good faith discussion among the parties, such controversy or dispute shall be submitted to the leadership/Vice-Chancellor of the parties who shall endeavor to find an amicable resolution of such dispute within thirty (30) days of submission of the matter to them. However, in case if the dispute remains unresolved it shall be referred to an arbitrator to be appointed by mutual consent of both the parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon both the parties.

#### **I. Modification**

No modification to this MoU shall be binding unless made in writing and signed by both parties.

#### **J. Force Majeure**

Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, act of God or other causes beyond the control of the parties.

#### **K. Rules and Policies Compliance**

While at the Host Institution for training, students are required to comply with the laws of the institution as per the policies, rules, and regulations of the Host Institution. The Host Institution shall provide a copy of applicable policies and procedures to the students prior to the beginning of the clinical and educational experience. The Host Institution, in its sole discretion, may bar any student from any activities if the student's inclusion would violate applicable law, policy or procedure, or otherwise disrupt the functioning of the Host Institution.

#### **L. Travel and Insurance**

The Host Institution will not provide any insurance, benefits, compensation or expense reimbursement to the students. The Home Institution shall remind students that they are not qualified to act as licensed healthcare providers of at the Host Institution and as a result, students will only engage in training activities under the direct supervision and responsibility of a qualified Pharmacist of the Host Institution within the scope of the training experience.

IN WITNESS WHERE OF the parties here to have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.



<p><b>SRI VENKATESWARAA UNIVERSITY</b></p>	<p><i>Sai Mirra</i> <b>SAI MIRRA INNOPHARM</b> <small>Innopharm Pvt. Ltd.</small></p> <p><b>PVT.LIMITED</b></p>
<p> <b>(Authorized Signatory)</b></p> <p>Name : Dr. R. Narayana Babu Designation : Vice Chancellor, SVU Place : Chennai Date : 18<sup>th</sup> November 2024 Stamp :</p> <p></p>	<p> <b>(Authorized Signatory)</b></p> <p>Name : Mr. T. Thanigainathan Designation : Plant Director Place : Chennai Date : 18<sup>th</sup> November 2024 Stamp :</p> <p></p>
<p> <b>(Authorized Signatory)</b></p> <p>Name : Prof. Dr. T.K. Gopal Designation : Principal Place : Chennai Date : 18<sup>th</sup> November 2024 Stamp :</p> <p><b>PRINCIPAL</b> College of Pharmacy Sri Venkateswaraa University 51, G.N.T. Road, Nallur, Chennai-600 067.</p>	<p> <b>(Authorized Signatory)</b></p> <p>Name : Mr. Pandian Designation : Executive Director Place : Chennai Date : 18<sup>th</sup> November 2024 Stamp :</p> <p></p>



தமிழ்நாடு சிவிலிநாடு TAMILNADU

16 / 10/24

EF 583479



SRI VENKATESWARAA UNIVERSITY

ஓம் சாய்  
V. தேவன்  
முத்திரைத்தாள் விற்பனையாளர்  
L. No.9 / ஆ3 / 2000  
எண்.24, நைனியப்பன் தெரு.  
சென்னை - 600 012

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the "MoU") is made and entered into this day of November, 2024 (herein referred to as the "Effective Date") at Chennai by and between:

M/s Sri Venkateswaraa University, a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, represented by its Vice Chancellor, Dr. R. NARAYANA BABU, hereinafter referred to as "SVU" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

M/s APSI Technologies Pvt. Ltd., (Formerly APSI Labs India Pvt. Ltd.) having its office at No. 8, Vembuliamman Koil St., Gowriwakkam, Sembakkam, Chennai, 600 073, represented by its CEO and Co-Founder, Mr. Sundhararajan Devaprakash, hereinafter referred to as "Software Company" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part.

## **WHEREAS**

Sri Venkateswaraa University is as a budding prestigious educational institution that promotes students' well-being and provides them with a perfect platform to take long strides into the future as well-rounded professionals. SVU has two campuses: Ettayapuram campus in Thoothukudi and Redhills campus at Chennai.

The first party is committed to the following:

1. The University intends to establish Colleges of Excellence in Medical Education, Agricultural Science, Allied Health Science, Pharmacy, Physiotherapy, Nursing and Management Studies.
2. SVU would continually invest in the personal & professional development of the students community & faculty member by creating a learning conducive ecosystem which would facilitate the exchange of knowledge/ awareness at different levels.
3. In addition, SVU faculty and student community would be continually engaged and committed to promotion of research activities both in the core and multi-disciplinary sectors le-averaging the wide array of schools and centres the University would develop.

APSI Technologies, located in Chennai, India, is an innovative tech firm offering services in software development, website development, mobile apps, UX/UI design, and SEO.

1. The company is involved in development of cutting-edge technology software solutions tailored to the needs of clients.
2. It is also involved in providing futuristic solutions to current demands.
3. APSI Technologies would like to leverage their domain knowledge in developing software for agricultural use.

The Second party shall:

1. Assist/guide and jointly collaborate with SVU to significantly enrich SVU students' practical knowledge in agricultural technology and data management, complementing their academic learning with relevant, hands-on experience.
2. Shall train SVU students to actively engage in tracking crop growth, health, and yield, providing valuable data to support APSI technologies data-driven agriculture programs.

**RECOGNISING** the mutual interest in the fields of research, development, education, training, transfer of technology and dissemination of knowledge on long term non-commercial basis, and also;

**RECOGNISING** the importance of institutes of higher education's role in promoting collaboration and increased contribution of gaining hands-on experience in crop monitoring and data collection in the field of interest;

**HEREBY** agree to foster and promote academic/ research exchange and cooperation between the two parties - Sri Venkateswaraa University and APSI Technologies Pvt. Ltd.

## **I. SCOPE OF COOPERATION**

The parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the purpose of promotion and understanding of high performance in research activities and organizing various programs including national and international conferences advocating the below mentioned scope. If the parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each party's contributions, deliverables.

The purpose of this MOU is to define the areas for fundamental, socio research aspects in which the parties desire to work together in the future for their mutual benefit to foster a collaborative frame work between SVU and APSI Technologies Pvt. Ltd., in the field(s) of interest with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the members associated with both Parties.

Subject to mutual consent, the areas of cooperation shall include any program/services offered by either parties as felt desirable and feasible on either side and that contributes to fostering and development of the cooperative relationship between the two parties.

### **Cooperation may be carried out through such activities as:**

- Collaboration in research activities and publications w.r.t agriculture and allied subjects.
- Training the students in the development of apps for Agricultural use.
- Organization of activities that helps in motivating the students in venturing into development of software skills for agricultural use.
- Financial incentivization of the students for their efforts at mutually agreed terms (Annexure 1).

Each of these activities will be carried out only after mutual consultation between the two institutions or the divisions concerned thereof. Each institution will sign a letter of agreement setting out the responsibilities of each institution for each agreed activity and such other matters as the institutions agree are necessary for the efficient achievement of the activity.

## **II. ADMINISTRATIVE RESPONSIBILITY**

### ***Roles & Responsibilities of the University:***

1. Provide all relevant technical and business information necessary for the scope of cooperation.
2. Cooperate with the collaborator in a timely manner, including providing feedback on the activities concerned.

### ***Roles & Responsibilities of Collaborating Sector:***

- Deliver of high-quality collaborative activities in a timely manner as outlined in this MoU.
- Maintain strict confidentiality of all information and documentation provided by SVU.
- Ensure that all the joint activities/ programs comply with relevant laws and regulations.

- Provide regular updates on the status of joint collaborating activities as provided in the scope and other related activities.

#### ***Team and Expertise***

1. Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures.
2. Within the broad frame work of the MoU, Sri Venkateswaraa University and APSI Technologies Pvt. Ltd. Chennai can work on academic/ research activities, training programs, etc., as appropriate and applicable.
3. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. -Er. Bala Sabarish A, Agri -Tech Consultant, shall be the internal coordinator from M/s APSI Technologies Pvt. Ltd. Chennai whereas Dr. P. Mareeswaran, Asst. Prof. (Agrl. Extension), College of Agricultural Sciences, SVU, Ettayapuram will be the internal coordinator from SVU.
4. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.
5. Notification of any change in liaison officers may be made by letter/email communications.

#### ***Financial Implications***

1. This MoU places no financial obligations or supplementary funding commitments on either party. These activities will be defined through separate program agreements, detailing the commitment of resources (financial or otherwise) required from each institution. Subsequent program agreements must be approved in advance in writing by the authorized representatives from both parties.
2. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the parties may also seek funding for collaborations from Government and related agencies.
3. This MoU is also on broad based understanding between the parties and does not place any financial liabilities on any of the parties. In case there is joint financial involvement between both the parties for any activities it would be decided on event basis in advance.

### **III. CONFIDENTIALITY AND SECURITY**

1. Both parties agree to maintain the confidentiality of all proprietary and sensitive information exchanged during the course of this engagement.
2. The Service Provider will implement robust data protection measures to safeguard the Client's information. This confidentiality obligation will survive the termination of this agreement.

### **IV. INTELLECTUAL PROPERTY**

1. Intellectual property created under the auspices of this agreement shall be safeguarded in accordance with the intellectual property statement (Exhibit - A).

## V. AMENDMENTS, RENEWAL AND TERMINATION

1. Duration: This MoU shall come into force and effect from the date of execution and shall remain in effect from the date of signature for an initial period of two (02) years after which the same may be reviewed by either party. It can be cancelled with one month written notice by either of the parties.
2. Renewal: Upon expiry, the agreement may be renewed by either party with or without modifications for a to-be- determined period of time.
3. Termination: Upon expiry, in the discontinuation of renewal process, the agreement may be cancelled with one month written notice by either of the parties. In the event of termination, the parties agree to ensure that any ongoing projects or commitments are fulfilled in a mutually acceptable manner.

In Witness of the terms of this agreement our signatures are affixed.

 <b>SRI VENKATESWARAA UNIVERSITY</b>	 <b>APSI TECHNOLOGIES PRIVATE LIMITED</b>
 (Authorized Signatory)  Name : Dr. R. Narayana Babu Designation : Vice Chancellor, SVU Place : Chennai Date : November 2024 Stamp :  	 (Authorized Signatory)  Name : Mr. Sundhararajan Devaprakash Designation : CEO and Co-Founder Place : Chennai Date : November 2024 Stamp :
          Name : Dr. K. Sivasubramaniam Designation : Dean, College of Agricultural Sciences Place : Ettayapuram Date : November 2024 Stamp :	  Name : Mr. Seenuvasan Balakrishnan Designation : Chief Technical Officer Place : Chennai Date : November 2024 Stamp :

**EXHIBIT A**  
**Intellectual Property Statement**

For purposes of this section:

"Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;

"Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and

Where a provision is to the effect that a University owns any Intellectual Property, such provision shall be read to mean that such University, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

All Intellectual Property of a University (and its third-party licensor's) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that University. The other organization shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named University for purposes of the Project and for internal teaching and research purposes.

Ownership of jointly developed Intellectual Property shall be determined by the participating organizations on a Project basis, having regard to the nature, quality, and extent of the contributions by the respective organizations.

Any commercialization of jointly developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors and/or technology transfer office of the contributing University.

Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly developed Intellectual Property shall be determined by arbitration in accordance with the the National Intellectual Property Rights Policy.

## **ANNEXURE I**

### **Stipend and other provisions to participating students:**

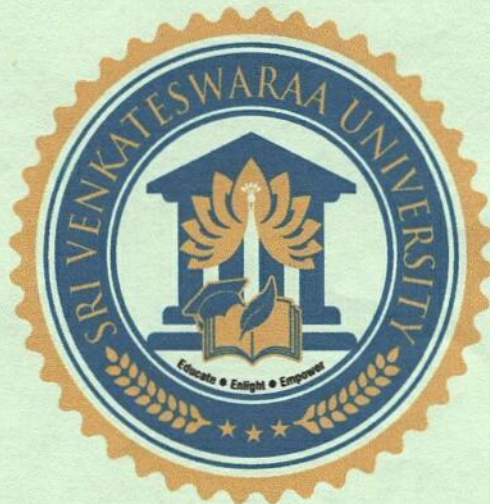
1. A stipend of Rs. 3000 per month will be provided to participating students as an incentive by APSI Technologies, Chennai.
2. The amount will be paid to SVU, Ettayapuram based on the performance of the participating student.
3. The amount incurred by the participating student towards travel and food expenses will be reimbursed at cost basis by APSI Chennai.
4. An input device will be loaned to participating student along with SIM card for transmitting images to APSI Chennai.

4

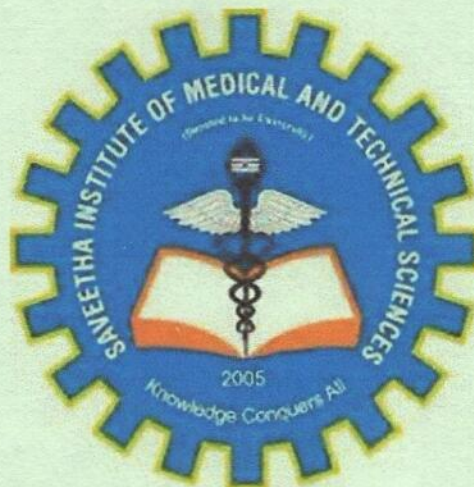
**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**SRI VENKATESWARAA UNIVERSITY**



**SAVEETHA INSTITUTE OF MEDICAL AND TECHNICAL  
SCIENCES**





தமிழ்நாடு சிலநாடு TAMILNADU

16/10/24

EF 583481



SRI VENKATESWARAA UNIVERSITY

ஓம் சாய்

V. தேவன்

முத்திரைத்தாள் விற்பனையாளர்

L. No.9 / ஆ3 / 2000

எண்.24, நெனியப்பன் தெரு.

சென்னை - 600 012

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the "MOU") is made and entered into this      day of November, 2024 (herein referred to as the "Effective Date") at Chennai by and between:

**M/s Sri Venkateswaraa University**, a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, represented by its Vice Chancellor, Dr. NARAYANA BABU, hereinafter referred to as "**SVU**" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

And

**M/s Saveetha Institute of Medical and Technical Sciences**, Deemed to be University, located at No. 162, Poonamallee High Road, Velappanchavadi, Chennai - 600077, represented by its Registrar Dr. SHEEJA VARGHESE, hereinafter referred to as "**SIMATS**" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part.

## **WHEREAS**

Sri Venkateswaraa University is as a budding prestigious educational institution that promotes students' well-being and provides them with a perfect platform to take long strides into the future as well rounded professionals. SVU has two campuses: Ettayapuram campus in Thoothukudi and Redhills campus at Chennai.

The first party is committed to the following:

1. The University intends to establish Colleges of Excellence in Medical Education, Agricultural Science, Allied Health Science, Pharmacy, Physiotherapy, Nursing and Management Studies.
2. SVU would continually invest in the personal & professional development of the students community & faculty member by creating a learning conducive ecosystem which would facilitate the exchange of knowledge/ awareness at different levels.
3. In addition, SVU faculty and student community would be continually engaged and committed to promotion of research activities both in the core and multi-disciplinary sectors le-averaging the wide array of schools and centres the University would develop.

Saveetha Institute of Medical and Technical Sciences (SIMATS), is a Deemed University established in 2005 and approved by the University Grants Commission (UGC), All India Council of Technical Education (AICTE), and Medical Council of India (MCI). The University is accredited by NAAC with an A++ grade. With more than 16 constituent institutions, SIMATS provides UG, PG and PhD courses in various streams such as Medical, Arts, Engineering, Law, Management, etc. SIMATS infrastructure is well-equipped with modern facilities including numerous libraries, hostels, a cafeteria, a gym, auditoriums, moot courts, seminar halls, medical labs, etc.

The Second party shall:

1. Assist/guide and jointly collaborate with SVU for creating a strategic alliance between the two parties and to help our University achieve its Vision 2030 program.
2. To carry out multidisciplinary research that adds value to already research excellence achieved by SIMATS.

**RECOGNISING** the mutual interest in the fields of research, development, education, training, transfer of technology and dissemination of knowledge on long term non-commercial basis, and also

**RECOGNISING** the importance of institutes of higher education's role in promoting international collaboration and increased contribution of social development;

**HEREBY** agree to foster and promote research exchange and cooperation between the two parties - Sri Venkateswaraa University and Saveetha Institute of Medical and Technical Sciences.

## **I. SCOPE OF COOPERATION**

The Parties recognize the benefits to be derived from increased collaboration, cooperation and interaction for the purpose of promotion and understanding of high performance in research activities and organizing various programs including national and international conferences advocating the below mentioned scope. If the parties later agree to undertake specific joint projects with legally binding obligations, they will develop separate written agreements for such projects, setting out each party's contributions, deliverables.

The purpose of this MOU is to define the areas for fundamental, socio research aspects in which the parties desire to work together in the future for their mutual benefit to foster a collaborative frame work between SVU and SIMATS in the research sector with a view to benefiting from each other's initiatives and working procedures and to support collaboration among the members associated with both Parties.

Subject to mutual consent, the areas of cooperation shall include any program/services offered by either party as felt desirable and feasible on either side and that contributes to fostering and development of the cooperative relationship between the two parties.

**Co-operation between the two institutions may be established in the field of research and development and in particular:**

1. Joint research activities, including joint research projects, in fields of mutual interests.
2. Joint Publications with exchange of scientific information, samples for investigations, academic publications and reports.
3. Capacity Building of Faculty/ Students guided by SIMATS professional experts.
4. Training of our students for research promotion.
5. Organization of joint Symposia, Workshops, Lecture and Conferences, Faculty Development Programs and Exchange Programs for students.

Each of these activities will be carried out only after mutual consultation between the two institutions or the divisions concerned thereof. Each institution will sign a letter of agreement setting out the responsibilities of each institution for each agreed activity and such other matters as the institutions agree are necessary for the efficient achievement of the activity.

## **II. ADMINISTRATIVE RESPONSIBILITY**

### ***Roles & Responsibilities of the University:***

1. Provide all relevant technical and business information necessary for the scope of cooperation.
2. Cooperate with the collaborator in a timely manner, including providing feedback on the activities concerned.

### ***Roles & Responsibilities of SIMATS:***

1. Assist in delivering high-quality collaborative activities in a timely manner as outlined in this MoU.

2. Provide regular guidance and updates on the status of joint collaborating activities as provided in the scope and other related activities.

#### ***Team and Expertise***

1. Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures.
2. Within the broad frame work of the MoU, SVU and SIMATS can work on research activities, training programs, development of health care centres etc., as appropriate and applicable.
3. Any financial commitment for joint activities under this MoU shall be subject to the approval by the Competent Authorities of the respective organizations.
4. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Dr.E.Susithra will be the internal coordinator from SVU whereas Dr.Ramya R, shall be the internal coordinator from SIMATS.
5. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.
6. Notification of any change in liaison officers may be made by letter/email communications.

#### ***Financial Implications***

1. This MoU places no financial obligations or supplementary funding commitments on either party. These activities will be defined through separate program agreements, detailing the commitment of resources (financial or otherwise) required from each institution. Subsequent program agreements must be approved in advance in writing by the authorized representatives from both parties.
2. Each Party will be responsible for its own costs in connection with all matters relating to collaborations under this MoU. Where possible and appropriate, the parties may also seek funding for collaborations from Government and related agencies.
3. This MoU is also on broad based understanding between the parties and does not place any financial liabilities on any of the parties. In case there is joint financial involvement between both the parties for any activities it would be decided on event basis in advance.

### **III. CONFIDENTIALITY AND SECURITY**

1. Both parties agree to maintain confidentiality of any information exchanged between them during the course of this collaboration and will not disclose such information to any third party without the prior written consent of the other party.
2. SIMATS will implement robust data protection measures to safeguard the Client's information. This confidentiality obligation will survive the termination of this agreement.

### **IV. INTELLECTUAL PROPERTY**

1. Intellectual property created under the auspices of this agreement shall be safeguarded in accordance with the intellectual property statement (Exhibit - A).





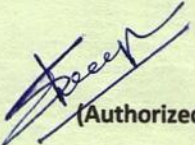
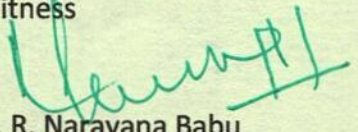

### **V. AMENDMENTS, RENEWAL AND TERMINATION**

1. Duration: This MoU shall come into force and effect from the date of execution and shall

remain in effect from the date of signature for an initial period of two (02) years after which the same may be reviewed by either party. It can be cancelled with one month written notice by either of the parties.

2. Renewal: Upon expiry, the agreement may be renewed by either party with or without modifications for a to-be- determined period of time.
3. Termination: Upon expiry, in the discontinuation of renewal process, the agreement may be cancelled with one month written notice by either of the parties. In the event of termination, the parties agree to ensure that any on-going projects or commitments are fulfilled in a mutually acceptable manner.

In Witness of the terms of this agreement our signatures are affixed.

 <p><b>SRI VENKATESWARAA UNIVERSITY</b></p> <p style="text-align: center;"> (Authorized Signatory)</p> <p>Name : Ms. Atcheya Kamalesh Designation : Executive Director Place : Chennai Date : 28-11-2024 Stamp :</p> <p style="text-align: center;"></p>	 <p><b>SAVEETHA INSTITUTE OF MEDICAL AND TECHNICAL SCIENCES</b></p> <p style="text-align: center;"> (Authorized Signatory)</p> <p>Name : Dr. Sheeja Varghese Designation : Registrar Place : SIMATS, Chennai Date : 28-11-2024 Stamp :</p> <p style="text-align: center;">Registrar Saveetha Institute of Medical And Technical Sciences ( Deemed to be University ) No. 162, Poonamallee High Road, Velappanchavadi, Chennai - 600077.</p>
<p style="text-align: center;">Witness</p> <p style="text-align: center;"></p> <p>Name : Dr. R. Narayana Babu Designation : Vice Chancellor Place : Chennai Date : Stamp :</p> <p><b>VICE CHANCELLOR</b> Sri Venkateswaraa University No.51, G.N.T. Road, Nallur, Redhills, Chennai-600 087.</p> <p style="text-align: center;"></p>	<p style="text-align: center;">Witness</p> <p style="text-align: center;"></p> <p>Name : Dr. Aravind Kumar S Designation : Dean Place : Saveetha Dental College, Chennai Date : Stamp :</p> <p style="text-align: center;">Dean, Saveetha Dental College and Hospitals Saveetha Institute of Medical and Technical sciences Chennai - 600 077.</p>

**EXHIBIT A**  
**Intellectual Property Statement**

For purposes of this section:

"Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;

"Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and

Where a provision is to the effect that a University owns any Intellectual Property, such provision shall be read to mean that such University, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

All Intellectual Property of a University (and its third-party licensor's) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that University. The other organization shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named University for purposes of the Project and for internal teaching and research purposes.

Ownership of jointly developed Intellectual Property shall be determined by the participating organizations on a Project basis, having regard to the nature, quality, and extent of the contributions by the respective organizations.

Any commercialization of jointly developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors and/or technology transfer office of the contributing University.

Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly developed Intellectual Property shall be determined by arbitration in accordance with the the National Intellectual Property Rights Policy.



தமிழ்நாடு தமிலநாடு TAMILNADU  
- 2 DEC 2024

Tami/nadu Apex Skill  
Development Centre for  
Health care

DK 106613

V.BEDHARAJAN  
Stamp Vendor  
L.No: 12144/B1/96  
Ekkattuthangal, Ch-32  
Mobile No: 97 10019474

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ["MOU"] is entered into on this 02<sup>nd</sup> day of December, 2024 BY AND BETWEEN:

**Sri Venkateswaraa University (SVU)**, is a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, represented by its Vice Chancellor Dr. R. NARAYANA BABU, hereinafter referred to as "**SVU**" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

AND

**Tamil Nadu Apex Skill Development Centre for Healthcare (TNASDCH)**, is a Special Purpose Vehicle (SPV) and its incorporated under the Section 8 Companies Act, 2013, will act as a Centre of Excellence (COE) for the healthcare sector, with its office at Sri Towers, second floor, No.34, Developed Plot (south face) Guindy Industrial Estate, Chennai – 600032, acting through Dr. Sanju Thomas Abraham, Managing Director, hereinafter referred to as "**TNASDCH**" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part.

## **WHEREAS**

Sri Venkateswaraa University is as a budding prestigious educational institution and has been established under Tamil Nadu Private University Act 2019. SVU was started in the year 2022 with greater goals to provide health care of international standards at affordable prices to all kinds of people and to impart medical education of high standards thereby producing compassionate, empathetic, socially responsible savior's.

SVU has two campuses: Ettayapuram campus in Thoothukudi and Redhills campus at Chennai. At Redhills campus, SVU has a medical college with 750 bedded teaching hospital with 450 students currently and faculties in clinical and pre-clinical sectors. With respect to paramedical and allied courses, SVU has Pharmacy College with 141 students and 16 faculties, Nursing College with 152 students and 14 faculties, AHS College with 282 students and 04 faculties, Physiotherapy College with 115 students and 8 faculties, Management Studies College with 43 students and 03 faculties & M.Sc. Clinical Embryology with 12 students and faculties.

The University intends to establish Colleges of Excellence in medical education, agricultural science, allied health science, pharmacy, physiotherapy, nursing and management studies.

SVU would continually invest in the personal & professional development of the student's community & faculty member by creating a learning conducive ecosystem which would facilitate the exchange of knowledge/ awareness at different levels. In addition, SVU faculty and student community would be continually engaged and committed to promotion of academic/ research activities both in the core and multi-disciplinary sectors le-averaging the wide array of schools and Centre's the University would develop.

## **WHEREAS**

Tamil Nadu Apex Skill Development Centre for Healthcare (TNASDCH) is a non-profit public limited Tamil Nadu State Government Entity and functioning under the Special Implementation Programme Department to impart high-end skills training in healthcare sector, to provide high technology demand driven skill development courses, in order to develop a pool of highly skilled healthcare work force.

## **WHEREAS**

Both parties acknowledge the imperative for offering comprehensive programs that cater to the diverse learning needs of healthcare professionals. Recognizing the dynamic nature of healthcare and the evolving challenges within the sector, there is a shared understanding of the necessity to enhance the competencies of our healthcare professionals.

## **AND WHEREAS**

The parties have agreed to record in writing in this MOU the terms and conditions governing the manner in which a.) Joint Certification shall be awarded; b.) Healthcare Training Programs shall be conducted; c) Soft Skills and Professional Skills training to be conducted and certified and Training Content to be created;

## **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### **1. Term**

This MOU shall become effective on 02-12-2024 and shall remain in effect for a period till the date of termination as per Clause 9 of this MOU. During the Term and at any time before and after, both the parties reserves its rights to enter into the same/similar agreements/MOUs etc. with other third parties for the same Scope of Work.

## 2. Purpose and Objective of the MOU is:

The purpose of this MOA is to collaborate on skill development, capacity building, and training initiatives, aiming to improve educational outcomes, employability, and professional competencies of students and faculty at Sri Venkateshwara University.

- MOU is for Conducting Training, Content Development and Joint Certification in association with SVU.
- TNASDCH may utilize the facilities and resources of SVU for conducting various training programs and initiatives.
- To provide Faculty Development Programmes and Skill Enhancement Programmes for the students.

## 3. Scope of Work:

### a. Content Creation:

TNASDCH shall formulate content to create a healthcare related programs for providing skills training/ best practices to the Healthcare and Non-Healthcare Professionals in the Hospital in accordance with the notified guidelines.

#### **Target Audience: Medical Students and Staffs**

The Program shall be developed/formulated in such a manner that its learning can be imparted through e-learning/physical attendance or in a blended manner.

### b. Joint Work on Training & Development:

TNASDCH and SVU shall collaborate to offer comprehensive programs that cater to the diverse learning needs of healthcare professionals. Both parties agree to pool resources, expertise, and infrastructure to create and deliver high-quality training and development programs.

### c. Joint Certification of Speciality Training Programme:

TNASDCH and SVU commit to jointly certify specialized training programs tailored to the specific requirements of Medical Students Professionals in the healthcare sector. This collaborative approach ensures that participants receive accredited training recognized by industry standards. TNASDCH shall jointly certify the Soft Skills Training Programme.

### d. Conducting Healthcare Training Programs:

TNASDCH and SVU will jointly conduct healthcare placement-linked training programs. These programs will integrate theoretical knowledge with practical experiences, ensuring that participants are well-prepared for real-world healthcare settings. The parties will work together to secure placements and ensure that the training is relevant to industry needs.

TNASDCH shall conduct the Soft Skill Training to the Medical Students and Professionals.

### e. Assessment:

TNASDCH shall be responsible for carrying out the assessment of candidates who have undergone training, upon completion of the Program. Such assessment(s) shall be based upon the content of the Program.

### f. Joint Certification and Accreditation:

TNASDCH and Sri Venkateshwara University will jointly certify healthcare and professional skill development programs. The collaborative programs shall meet industry standards and offer accreditation recognized in healthcare sectors.

**g. Others:**

**A. Faculty and Career Development Programs**

- ✓ Faculty Development Program
- ✓ Career Guidance Program
- ✓ Entrepreneurship Development Program
- ✓ Faculty Orientation Program on Employability Skills
- ✓ Workshops on Career Enhancement and Entrepreneurial Opportunities

**B. Skill Development Programs for Healthcare Sector**

- ✓ Basic & Advanced Training in Obstetrics
- ✓ Comprehensive Palliative Care Training
- ✓ Apex Basic Life Support (BLS) and Advanced Cardiovascular Life Support (ACLS) Training for PG Medical Students
- ✓ First Responder Training
- ✓ Skill development for medical, paramedical, allied health sciences, and management fields

**4. Consideration**

- Parties shall discuss the course/training fee and other payables, if any, on mutually agreed terms which shall be accepted through mail or by adding a supplemental document to this MoU as per requirements and necessities, if any.
- Course fee will be decided candidate-to-candidate basis.

**5. Intellectual Property Rights and Obligations**

Neither party shall use the trademarks, brand names, logos, copyrights or any other intellectual property rights belonging to the other party for any reason whatsoever without the prior written consent of the other party.

**6. Confidentiality**

- Each party agrees to hold the confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than the performance of this MOU.
- Each party agrees that any confidential Information obtained by them from the other party shall not be publicly disclosed or used for activities other than those contemplated in this MOU, except as required by law (including upon the orders of any regulatory or statutory authority having jurisdiction), or, with the prior written consent of the other party. Both Parties agree to keep all the information disclosed to each other strictly confidential during and even after the termination of this MOU.

**7. Indemnity**

- a. The parties agree to extend reasonable cooperation to each other in defending any claim(s) by local, state or central authorities against either party, with respect to levies, taxes, duties, fines and/or penalties etc. due and payable in relation to activities undertaken to implement this MOU.

- b. Either party hereby agrees to indemnify the other party and each of its respective officers, employees, representatives attorneys, affiliates and agents and save and hold them harmless, from and in all respect of, including but not limited to all liabilities, obligations, damages, penalties, claims, actions, judgements, suits, fees, costs and expenses, including legal fees incurred in connection with or resulting from any claim, action or demand against them that arises out of or in any way relates to (i) any breach of any warranty or obligation under this MOU; or (ii) negligence, fraud, misconduct or wilful default on the part of either party during the Term of this MOU; (iii) any breach of any third party's rights; (iv) any breach of the terms and conditions of this MOU.
- c. Subject to the above, neither party shall be liable to the other party or to any other person or entity for special, indirect, reliance, incidental, or consequential damages or loss arising out of the provision of the services or arising out of this MOU, whether in an action arising out of breach of contract, breach of warranty, delay, negligence, strict tort liability, patent matters, or any other theory whether or not it had any knowledge, actual or constructive, that such damages might be incurred.

## **8. Representations and Warranties**

Each party represents to the other that:

- a. It has power to execute and enter into this MOU and it has full right, capacity and authority to perform its obligations under this MOU which when executed will constitute valid and binding obligations on it.
- b. The entry and delivery of, and the performance by it of this MOU will not result in any breach of any provision of applicable law, its constitutional documents, any other agreement and / or any court order, judgment, injunction, award, decree or writ that is binding on it and / or its assets or result in any claim by a third party against the other party.
- c. The execution and delivery of this MOU and the transactions contemplated hereby have been duly approved and authorized by all requisite actions and no other actions (corporate, statutory or otherwise) on its part are necessary.
- d. It has understood the terms of this MOU and is executing the same of its free will and volition.
- e. The MOU in all respects is reasonable and necessary to protect the legitimate business interests of the parties.

## **9. Termination**

- a. Either party shall be entitled to terminate this MOU without assigning any cause or reason whatsoever, or incurring any liability therefore, by serving a written notice of not less than two (2) months to the other party, in accordance with this MOU.
- b. Either party shall be entitled to terminate this MOU with immediate effect in the event that the following occurs if the other party is in material breach of its obligations under the MOU and fails to remedy such breach within a period of fifteen (15) days from receipt of notice regarding such default.

## **10. Governing Law**

This MOU shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Chennai, India.

## 11. Notices

Any notice and other communications provided for in this MOU shall be in writing and shall be first transmitted by facsimile / electronic transmission, and then confirmed by postage, prepaid registered airmail or by a reputed courier service, to the following addresses:

In the case of notices to SVU:

**Authorized Contact** : Dr.E.Susithra  
**Designation** : Accreditation Coordinator  
**Address** : No. 51, GNT Road, Near Nallur Toll Plaza, Red hills,  
Chennai, Tamil Nadu 600067, India  
**Telephone** : +91 9445678234  
**Email** : [naac.svu@svuniversity.ac.in](mailto:naac.svu@svuniversity.ac.in)

In the case of notices to TNASDCH

**Authorized Contact** : Dr. D. Sugan Chinna Maran  
**Designation** : Head of the Department - Operations  
**Address** : Sri Towers, Second floor, No.34, Developed Plot (South  
Face) Guindy Industrial Estate, Chennai – 600032.  
**Telephone** : +91 9445298204  
**Email** : [opsheadtnapex@tnhealthskills.in](mailto:opsheadtnapex@tnhealthskills.in)

## 12. Dispute Resolution

In the event of any dispute arising out of this MOU, the Parties shall amicably resolve the dispute, failing which the Parties shall refer the dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall mutually appoint a sole arbitrator who shall preside over the proceedings of arbitration. The venue of arbitration shall be Chennai and the language shall be English. The award shall be final and binding on the Parties. The courts at Chennai shall have exclusive jurisdiction over any dispute arising out of, or in connection with the MOU.

## 13. Miscellaneous

### a. Assignment

Neither party is entitled to assign its rights and obligations under this MOU to any other person/entity.

### b. Reservation of rights

Failure by either party to insist upon strict performance of any of the provisions contained in this MOU shall in no way constitute a waiver of its rights as set forth in this MOU, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance of or compliance with any of the terms and conditions set forth in this MOU.

No forbearance, indulgence or relaxation or inaction by a party at any time to require performance of any of the provisions of this MOU shall in any way affect, diminish or prejudice the right of such party to require performance of that provision. Any waiver or acquiescence by a party of any breach of any of the provisions of this MOU shall not be construed as a waiver or acquiescence of any right under or arising out of this MOU or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this MOU.

**c. Force Majeure**

Neither party shall be responsible for any delay or failure in performance of any part of this MOU to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control [**"Force Majeure Event"**]. If any such Force Majeure Event occurs, the party claiming the Force Majeure Event shall give immediate written notice to the other party, and if such event continues for sixty (60) days or more, the party not claiming Force Majeure Event may elect at its sole discretion to: (a) terminate this MOU; or (b) allow the party claiming the Force Majeure Event to resume its performance hereunder once such condition ceases up to the Term of the MOU.

**d. Partial invalidity**

If any provision of this MOU is held to be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected, and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by Applicable Law.

**e. Entirety**

This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral and supersedes all prior MOUs and understandings between the Parties for performance of the Services.

**f. Amendment**

No modification or amendment to this MOU and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing in the form of a formal MOU and duly executed by both Parties.

**g. Counterparts**

This MOU has been executed in duplicate, each of which shall be deemed to be an original.

**h. Relationship**

Nothing contained in this MOU shall be construed a joint venture, partnership, or agency between the Parties. The relationship between the Parties shall be principal to principal, it being clearly understood that this is a "contract for services" and not a "contract of service". Neither party shall not be entitled to, by act, word, deed, or otherwise, make any statement on behalf of the other party or in any manner bind the other party or hold out or represent that the former is representing or acting on behalf of latter.


**i. Costs**

Save as otherwise provided in this MOU, each party shall bear its own costs (including taxes) and expenses incurred in connection with the execution of this MOU and all transactions herein envisaged.

j. **Authority**

Each individual signing this MOU represents and warrants that he/she has been given and has received and accepted authority to sign and execute the MOU on behalf of the party for whom it is indicated that he/she has signed.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the date first written above:

<div data-bbox="441 606 532 697"></div> <div data-bbox="203 716 776 755"><p>On behalf of Sri Venkateswaraa University</p></div> <div data-bbox="311 958 646 1098"></div> <div data-bbox="165 1166 620 1296"><p>Name : Dr. R. Narayana Babu Designation : Vice Chancellor, SVU Date :</p></div> <div data-bbox="613 1106 820 1307"></div>	<div data-bbox="1096 593 1209 703"></div> <div data-bbox="917 716 1404 794"><p>On behalf of Tamil Nadu Apex Skill Development Centre For Healthcare</p></div> <div data-bbox="982 898 1380 1124"></div> <div data-bbox="836 1166 1388 1296"><p>Name : Dr. Sanju Thomas Abraham Designation : Managing Director Date :</p></div> <div data-bbox="1161 898 1380 1106"></div>
<div data-bbox="256 1411 462 1593"></div> <div data-bbox="170 1627 662 1757"><p>Name : Ms. Atcheya Kamalesh Designation : Executive Director, SVU Date :</p></div> <div data-bbox="462 1783 673 1992"></div>	<p><b>Witness:</b></p> <div data-bbox="841 1437 1242 1549"></div> <div data-bbox="852 1536 1445 1765"><p>Dr. Sugan Chinna Maran Head - operations TNASDCH</p></div>



தமிழ்நாடு சிறீ வெங்கடேஸ்வரர் பல்கலைக்கழகம் TAMILNADU  
SRI VENKATESWARAA UNIVERSITY

16 / 10 / 24

EF 583482

ஒம் சாய்

V. தேவன்

முத்திரைத்தாள் விற்பனையாளர்

L. No.9 / ஆ.3 / 2000

எண்.24, நெடுவாடிப்பன் தெரு.

சென்னை - 600 012

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the "MoU") is made and entered into this day of November, 2024 (herein referred to as the "Effective Date") at Chennai by and between:

**M/s Sri Venkateswaraa University**, a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, hereinafter referred to as "SVU" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part,

And

**M/s MahaDragon Fruit Association (MFDA)**, a Non-Profit Organization having its registered office at 40/1/41/3, Flat No. B601, Aayush Park, PH-III, Mawal, Katavi, Pune, Maharashtra, India - 412106 hereinafter referred to as "MDFA" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part.

### **WHEREAS**

Sri Venkateswaraa University is as a budding prestigious educational institution that promotes students' well-being and provides them with a perfect platform to take long strides into the future as well-rounded professionals. SVU has two campuses: Ettayapuram campus in Thoothukudi and Redhills campus at Chennai.

The First Party is committed to promoting sustainable agricultural practices, innovative crop cultivation, and increasing the production of high-value crops such as Dragon Fruit (*Hylocereus* spp.) for the economic and social benefit of farmers and communities.

**MahaDragon Fruit Association**, a non-profit firm, located in Maharashtra aims to promote production agronomy, research on Dragon Fruit & other Cacti family CAM Crops for increasing Yield, Productivity, Quality & Farmer's Income through appropriate marketing, supply chain management and export by farmers and to promote dragon fruit & other crops for their health & nutrition benefits to the general public.

The Second Party has expertise in horticulture, research and development, extension services, and providing technical assistance in the field of Dragon Fruit cultivation and other innovative agricultural practices.

Both parties recognize the importance of establishing a Centre of Excellence dedicated to Dragon Fruit Cultivation (hereinafter referred to as the "Centre") for the purpose of research, capacity building, dissemination of best practices, and boosting the commercial cultivation of Dragon Fruit.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**I. OBJECTIVE & SCOPE OF COOPERATION**

The objective of this MoU is to establish a Centre of Excellence for Dragon Fruit that will:

1. Promote research and development in Dragon Fruit cultivation.
2. Enhance knowledge dissemination on best cultivation practices, including propagation, disease management, post-harvest handling and marketing.
3. Develop a demonstration site for Dragon Fruit cultivation and associated technologies.
4. Contribute towards integrated pest management practices in Dragon fruit cultivation.
5. Provide training and capacity-building programs for farmers, scientists, and stakeholders.
6. Provide expert technical guidance and consultancy services for Dragon Fruit production.

The scope of collaboration under this MoU includes, but is not limited to:

1. Research & Development: Joint research initiatives on Dragon Fruit varieties, identifying suitable varieties, researching organic cultivation techniques, crop management and pest control.
2. Training and Extension Services: Organizing workshops, seminars and field visits for farmers and other stakeholders.
3. Infrastructure Development: Establishing a state-of-the-art facility for Dragon Fruit research, demonstration plots, and resource centers.
4. Technology Transfer: Dissemination of advanced cultivation techniques and best practices for large-scale adoption by farmers.
5. Marketing and Value Chain Development: Supporting market linkages, processing, and value addition of Dragon Fruit to increase profitability.

## **II. ADMINISTRATIVE RESPONSIBILITY**

### ***Roles & Responsibilities of the University:***

1. Provide land, infrastructure and other resources necessary for the establishment of the Centre.
2. Facilitate administrative approvals, funding, and necessary clearances from relevant authorities.
3. Ensure active involvement of local farmers and stakeholders in the Centre's activities.

### ***Roles & Responsibilities of MFDA:***

1. Provide technical expertise, research support, and knowledge transfer.
2. Assist in the design and implementation of training modules for farmers and trainers.
3. Deploy experts and resources for the successful functioning of the Centre.
4. Collaborate on research projects, extension services, and marketing initiatives.

### ***Team and Expertise***

1. Both parties will provide necessary support for effective implementation of the MoU within the institutional rules and procedures.
2. Within the broad frame work of the MoU, SVU and MDFA can work on research activities, training programs, development of DRAGON fruit centres etc., as appropriate and applicable.
3. The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Mrs.C.Ponrenuka Devi, M.Sc. Agri (Plant Breeding and Genetics), Mr. S. Balamurugan, M.Sc. Agri (Agrl. Entomology) & Dr.E.Susithra, University Accreditation Coordinator, shall be the internal coordinator(s) from SVU whereas Mr. Harshad Taware, Agronomist will be the internal coordinator from MDFA.
4. The visitors will be bound by the rules and regulations, as well as the code of conduct of the host institution.
5. Notification of any change in liaison officers may be made by letter/email communications.

### ***Financial Implications***

1. The financial contributions and funding mechanisms for the Centre's establishment and operations shall be mutually agreed upon by both parties in a separate agreement, which will outline the respective contributions of each party.

## **III. CONFIDENTIALITY AND SECURITY**

1. Both parties agree to maintain confidentiality of any information exchanged between them during the course of this collaboration and will not disclose such information to any third party without the prior written consent of the other party.
2. MDFA will implement robust data protection measures to safeguard the Client's information. This confidentiality obligation will survive the termination of this agreement.

## **IV. INTELLECTUAL PROPERTY**

1. Intellectual property created under the auspices of this agreement shall be safeguarded in accordance with the intellectual property statement (Exhibit - A).

2. All intellectual or proprietary property and information, supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed same.
3. Upon termination of this MoU and upon written request, the Party in receipt of the requesting Party's intellectual or proprietary property and/or information pursuant to this MoU shall return such information to the requesting Party.

#### **V. AMENDMENTS, RENEWAL AND TERMINATION**

1. Duration: This MoU shall come into force and effect from the date of execution and shall remain in effect from the date of signature for an initial period of two (02) years after the termination or expiry thereof.
2. Renewal: Upon expiry, the agreement may be renewed by either party with or without modifications for a to-be- determined period of time.
3. Termination: Upon expiry, in the discontinuation of renewal process, the agreement may be cancelled with one month written notice by either of the parties. In the event of termination, the parties agree to ensure that any ongoing projects or commitments are fulfilled in a mutually acceptable manner.

#### **VI. DISPUTE RESOLUTION**

1. In the event of any dispute arising out of this MoU, the parties agree to attempt to resolve the dispute through mutual discussion and negotiation. If the dispute cannot be resolved, it shall be referred to arbitration in accordance with the rules of [Arbitration Institution].

#### **VII. MISCELLANEOUS**

1. This MoU represents the entire understanding between the parties concerning the subject matter hereof and supersedes all prior discussions and agreements, whether oral or written.
2. This MoU may be amended only by written agreement signed by both parties.
3. The MoU shall be governed by and construed in accordance with the laws of [Applicable Jurisdiction].

In Witness of the terms of this agreement our signatures are affixed.

 <b>SRI VENKATESWARAA UNIVERSITY</b>	 <b>MAHA DRAGON FRUIT ASSOCIATION</b>
<p> (Authorized Signatory) 20/12/24.</p> <p>Name : Dr. R. Narayana Babu Designation : Vice Chancellor, SVU Place : Chennai Date : 20<sup>th</sup> December 2024 Stamp :</p> 	<p> (Authorized Signatory)</p> <p>Name : Dr. Madhukar Potdar Designation : Founder &amp; Director Place : Maharashtra Date : 20<sup>th</sup> December 2024 Stamp :</p> 
<p></p> <p>Name : Dr. K. Sivasubramaniam Designation : Dean, College of Agricultural Sciences Place : Ettayapuram Date : 20<sup>th</sup> December 2024 Stamp :</p> 	<p>Name : Designation : Place : Date : Stamp :</p>

**EXHIBIT A**  
**Intellectual Property Statement**

For purposes of this section:

"Intellectual Property" means, without limitation, any and all know-how, processes, technologies, software, specifications, drawings, flow charts, sketches, models, samples, technical or business information or data, inventions, discoveries, techniques, technical information and all related intellectual property rights worldwide arising under any law, and whether or not statutorily protected, including all i) patents, patent applications and patent rights; ii) copyright registrations, copyright applications and copyright rights; iii) industrial designs and industrial design applications; iv) trademarks, trademark applications, trademark registrations, and trademark rights; v) rights relating to the protection of confidential information; vi) any other proprietary rights relating to intangible property; and vii) divisions, continuations, renewals, reissues and extensions of any of the above (as and to the extent applicable) now existing or hereafter filed, issued or acquired;

"Project" means any form of collaboration including, but not limited to, a training, research or service delivery program, project or subject area in which the parties collaborate or assist each other as contemplated by this Agreement; and

Where a provision is to the effect that a University owns any Intellectual Property, such provision shall be read to mean that such University, or its faculty members, other employees or students that are participants in the Project, own such Intellectual Property in accordance with its policies and any applicable collective agreement.

Unless the parties have otherwise agreed in writing with respect to a specific research program or Project prior to commencement of work on such Project:

All Intellectual Property of a University (and its third-party licensor's) that existed on the date of commencement of the Project or that is subsequently created or acquired solely by any such university in performing the work under the Project shall be owned by that University. The other organization shall have a personal, non-exclusive right to use such Intellectual Property provided by the first named University for purposes of the Project and for internal teaching and research purposes.

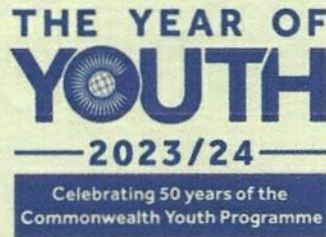
Ownership of jointly developed Intellectual Property shall be determined by the participating organizations on a Project basis, having regard to the nature, quality, and extent of the contributions by the respective organizations.

Any commercialization of jointly developed Intellectual Property, including publication or other disclosure, shall be as determined in advance by all the respective program directors and/or technology transfer office of the contributing University.

Any dispute in connection with the ownership, commercialization, publication, or other rights in connection with jointly developed Intellectual Property shall be determined by arbitration in accordance with the National Intellectual Property Rights Policy.

# MEMORANDUM OF UNDERSTANDING

Between



COMMONWEALTH  
GLOBAL SOCIETY



PROMOTING



GLOBAL UNDERSTANDING<sup>TM</sup>  
FOR SUSTAINABLE DEVELOPMENT



VOLUNTEER- INNOVATE- PARTICIPATE



TAMILNADU

16 / 10 / 24

EF 583485

SRI VENKATESWARAA UNIVERSITY

ஓம் சாய்

V. தேவன்

முத்திரைத்தாள் விற்பனையாளர்

L. No.9 / ஆ3 / 2000

எண்.24, நைனியப்பன் தெரு.

சென்னை - 600 012

**The Commonwealth Global Society (CGS),  
Commonwealth Students Association &  
Audacious Dreams Groups (facilitated by) collaborates  
with  
Sri Venkateswaraa University (SVU)**

### 1. Agreement

This Memorandum of Understanding (herein referred to as the "MoU") is made and entered into this 13<sup>th</sup> June 2025 at Chennai.

#### Party A

**M/s Commonwealth Students Association (CSA), Commonwealth Global Society (CGS) and Audacious Dreams Groups**, having its Tamil Nadu location office at 45/32, Karupeeswarar Nagar, Goodanagaram Road, Gudiyattam, Vellore Dt, Tamilnadu, India referred to herein after referred as the First part,

**And**

**Party B**

**M/s Sri Venkateswaraa University**, a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, hereinafter referred to as “SVU” (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the Second part,

Whereas Party A

**The Commonwealth Students Association (CSA)** was established and endorsed by Education Ministers of Commonwealth Countries in 2012 at the 18th Conference of Commonwealth Education Ministers in Mauritius. CSA’s primary objectives are to promote unity among student organizations in Commonwealth countries, safeguard the rights of Commonwealth students, and contribute actively to the development of student movements. CSA aims to engage and empower student organizations in an effort to influence key education decisions and policies at different levels in the Commonwealth.

**The Commonwealth Global Society (CGS)** was established in 2013 by the Commonwealth member countries from diverse Commonwealth networks, including the Commonwealth Youth Council (CYC), Commonwealth Student Association (CSA), Commonwealth Youth Sports for Development and Peace (CYSDP), Commonwealth Youth Peace Ambassadors Network (CYPAN), etc., and The Royal Commonwealth Society which was endorsed by the Heads of Governments and responsible Ministries. The representatives, hailing from various countries worldwide, hold strong positions and have experience in government representation, lobbying, advocacy and policy discussions and negotiations with various government and inter government agencies being the voice of young people.

The society aims to foster collaboration among partner countries to promote global citizenship and advance sustainable development through effective advocacy and international cooperation. By leveraging the expertise and perspectives of the members, the Commonwealth Global Society plays a vital role in promoting unity and progress in the world.

**Audacious Dreams Groups (Foundation & Private Ltd), India** aims to inspire, inform, engage, enable and empower youth for global understanding and sustainable development. ADF is working with many global, regional, and national organisations, Inter-governmental agencies, International NGOs, and governments, for the development of youth, contributing for influential global policies, mainstreaming youth participation to achieve sustainable development goals etc. ADF has been working for the betterment of youth in India by delivering various youth development initiatives at the national and local level by working with organizations, universities, schools, communities across India. ADF is working closely with international agencies and governments such as United Nations organisation (UNO), Commonwealth networks, SAARC, Rotary International, The Duke of Edinburgh’s International Award Association etc.

AD is also a member of Commonwealth Youth Council (CYC) and partners with Royal Commonwealth Society

## **Party B**

**Sri Venkateswaraa University (SVU)** is as a budding prestigious educational institution that promotes students' well-being and provides them with a perfect platform to take long strides into the future as well rounded professionals. This is one of the fastest growing Universities in the country today and our students have privileged access to the most advanced and innovative teaching and learning processes.

SVU has two campuses: Ettayapuram campus in Thoothukudi and Red hills campus at Chennai. The University intends to establish Colleges of Excellence in medical education, agricultural science, allied health science, pharmacy, physiotherapy, nursing and management studies.

SVU would continually invest in the personal & professional development of the student's community & faculty member by creating a learning conducive ecosystem which would facilitate the exchange of knowledge/ awareness at different levels. In addition, SVU faculty and student community would be continually engaged and committed to promotion of research activities both in the core and multi-disciplinary sectors le-averaging the wide array of schools and centres the University would develop.

**M/s Commonwealth Students Association (CSA), Commonwealth Global Society (CGS) and Audacious Dreams Groups & Sri Venkateswaraa University (SVU)** having noted the importance of promoting Global Understanding for Sustainable Development, strengthening global values and holistic youth development, hereby agree to foster academic exchange and cooperation between the two parties and seek mutual benefits between the two organizations through this partnership.

## **2. Purpose**

### **Purpose of Agreement**

The purpose of the collaboration between the parties is to:

1. To create a platform for youth to develop their full potential to attain holistic development.
2. Building global exposure/opportunities/exchange programme for students and Faculties, youth to engage as global citizens for sustainable development
3. Facilitate global partnership to increase opportunities for development of both organisations.
4. Developing Cooperation, friendship and understanding between institution and community, planning, initiating and implementation of humanitarian, social, cultural and economic development projects, programmes and activities beneficial to both institutions.
5. To enhance the students/youth capacity in training, project work, internship, practical training, research, and skill development leads to secure placements, promote entrepreneurship etc.

6. To facilitate learning and sharing best practices from industry to develop vibrant young people.
7. To organise programmes to enhance the qualities of leadership, personality development, life skills, civic citizenship, global understanding for sustainable development.
8. To empower young leaders' potential to promote students' active participation in community engagement to contribute for nation building.
9. To build capacities of adults, faculties, and academicians in order to serve for students and young people.
10. To enhance cross-cultural dialogue and exchange of knowledge and shared value of both institutions.
11. Expansion of professional services of the parties and its partners.
12. Creating forums, youth and student exchange programme to give outbound and building global opportunities and exposure for students and faculties.
13. Organise ceremonies to recognize suitable personalities and institutions globally.
14. Developing educational and eco-social tourism and volunteerism among students, youth and adults between two institutions.
15. Sharing best practices, contacts, connections, and opportunities, platforms to leverage each organization's expertise and membership in order to maximize their respective activities.
16. Volunteer-Innovate-Participate (VIP) global volunteering and experiential learning programme.
17. Organise, launch and implement collaborative certification and training programme.

### **3. General Area of Cooperation**

The Parties may work together in several areas described above to enhance further citizens, youth and children initiatives and programs among respective institutions. This cooperation will allow unique strengths and advantages of each organization to complement the other's, leading to synergies and greater effectiveness in empowering youth globally through knowledge sharing, and magnified visibility.

### **4. Time Frame**

This MOU will commence on 13<sup>th</sup> June 2025 and will dissolve on 12<sup>th</sup> June 2027. The agreement will be automatically renewed further if both parties have no objection and the agreement can be altered/modified with the consent of both parties in written whereas the need arises and situation demands.

### **5. Confidentiality**

- (a) Parties to the AGREEMENT have expressly agreed to hold the entire information and documents related to this programme as strictly confidential.
- (b) Both Parties shall use the brand name of the respective organisation in their promotional materials. Both parties can discuss and execute on branding issues on demand.

## **6. Notice**

All notices required or permitted by, or made pursuant to, this Agreement shall be in writing and shall be sent by email or by registered post, to the following addresses:

### **Dinesh Gajendran**

Catalyst and Executive Director,  
Audacious Dreams Groups  
45, Karupuleeswarar Nagar  
Goodanagaram Road,  
Gudiyattam 632602  
Vellore Dt. TN India

### **Dr. R. Narayana Babu**

Vice Chancellor  
Sri Venkateswaraa University  
Red hills, Chennai – 600 067  
Tamil Nadu, India

## **7. Facilitation of MOU**

The MOU has been facilitated by **Mr. Dinesh Gajendran** from Commonwealth Youth Networks and Audacious Dreams Groups (Foundation, Private Limited) who will be acting as the focal point between all the parties (Party A) concerned & **Dr. E. Susithra**, University Accreditation Coordinator will be acting as single point of contact (SPOC) from Sri Venkateswaraa University (Party B).

## **8. Reports and Documentation**

Both parties agree to depute an executive to maintain the reports and documents of every work done for the better coordination and mutual growth on project to project basis.

## **9. Concerned Authority executing the agreement:**

### **Mr. Dinesh Gajendran**

Special Advisor (Asia Region)  
Commonwealth Students Association  
Catalyst & Executive Director,  
Audacious Dreams Groups India  
(Party A)

### **Dr. R. Narayana Babu**

Vice Chancellor  
Sri Venkateswaraa University  
Red hills, Chennai – 600 067  
Tamil Nadu, India  
(Party B)

The above will be responsible for all the activities with regard to the welfare and development of the agreement.

(The concerned person may change or alter as per the parent organisation's decision or voluntary withdrawal from the respective organisation. If any such situation arises, then any other member from respective organisation for the position may be appointed after the written concern from both parties to take this agreement ahead)

This MOU is the complete agreement between Party A & B and may be amended only by written consent of each of the parties.

**For Party A**

**Mr. Dinesh Gajendran**

Special Advisor (Asia Region)  
Commonwealth Students Association  
Catalyst & Executive Director,  
Audacious Dreams Groups India  
Literacy Group Member @ Royal  
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**For Party B**

**Dr. R. Narayana Babu**

Vice Chancellor  
Sri Venkateswaraa University  
Red hills, Chennai - 600 067  
Tamil Nadu, India

**Witnesses**

**1. Dr. T. Sabeetha**

Associate Dean (Admin)  
SVMCH & RI  
Sri Venkateswaraa University, Chennai

**2. Dr. E. Susithra**

Accreditation Coordinator  
Sri Venkateswaraa University,  
Chennai



தமிழ்நாடு தனியலநாடு TAMILNADU



23 SEP 2025 Sri Venkateswara  
University

ER 382255

T. Raju

தி. இராஜேந்திரன்  
முத்திரைத்தாள் சிறப்பணையாளர்  
உரிமை எண் : 220157197  
3.1 வரலாறு கோடு  
பொருள்கள், விலைகள் - 800 ரூப.

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein referred to as the "MoU") is made and entered into this 26th day of September, 2025 (herein referred to as the "Effective Date") at Chennai by and between:

**M/s Sri Venkateswara University**, a State Private University established under Tamil Nadu Private Universities Act 2019, having its Tamil Nadu location office at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, represented by its Vice Chancellor, Dr. R. NARAYANA BABU, hereinafter referred to as "SVU" (which term shall so far as the context admits be deemed to mean and include its successors and assigns) of the First Part.

And

**M/s KNISS LABORATORIES (P) LTD.**, having its office at Plot.No.9, Multe Industrial Estate, Gerugambakkam, Chennai-600128, Tamil Nadu, represented by its Managing Director, Mr.Varadarajan MD, hereinafter referred to as "Pharma Company" (which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the Second Part.

For KNISS LABORATORIES PVT. LTD.

*Varadarajan*  
Page 1 of 7

Managing Director

## **Whereas**

KNISS LABORATORIES (P) LTD., and Sri Venkateswaraa University will be called as parties.

There is a great deal of similarity of thrust areas of teaching and research of both and KNISS LABORATORIES (P) LTD., and Sri Venkateswaraa University and the fact that both the Institutions work on identical principle of social service, are convinced about the mutual benefit of forging formal linkage to develop collaborative teaching and research programs in the area of their core competence with special focus on healthcare education. (First party and Second party are hereafter jointly referred to "Parties" and individually as Party).

**Now, therefore,** in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:-

### **A. Principles of Collaboration:**

1. To promote individual contacts among scholars and personnel of both the parties.
2. To provide opportunities for both staff and students to use, to the maximum, the expertise and facilities available in both the Institutions through training of students/staff and through exchange of thoughts by brain storming sessions/seminars/workshops and conferences.
3. To share knowledge resources of each other within the mutually agreed framework.
4. To work jointly for the common research interest at national and international level.

This includes preparation of proposals and their implementation as per the national health priorities.

5. To support the exchange of academic and training material including access to library and other digital resources of each other.
6. To encourage any other activities that both the institutions agreed to be of mutual benefit.
7. To enhance the relationship between the Parties through the promotion and development of collaborative research programs, academic and cultural exchange programs and other cooperative activities and assistance in areas of mutual interest and benefit.
8. The Parties anticipate that such activities may include any or all of the following:
  - a) Exchange researchers;
  - b) Training of students;
  - c) Collaborative research and joint academic meetings;

d) Development, organization and hosting of joint academic and cultural symposia, CME, conferences, workshops and meetings;

e) Exchange of information, advice and assistance relating to areas of mutual interest including, but not limited to, research activities, obtaining grants and funding, technology transfer, development of educational and training programs, and long range planning and institutional development; and other activities of mutual benefit for the Parties.

**B. Areas of collaboration:**

a). KNISS LABORATORIES (P) LTD., and Sri Venkateswaraa University after considering their objectives and strengths, have agreed to have an understanding for collaboration in the following areas of interest:-

**B1. Joint Research Programmes**

a) KNISS LABORATORIES (P) LTD., and Sri Venkateswaraa University agree to submit joint research proposals to national and international funding agencies in the areas of their core competence. For this purpose, roles and responsibilities of participating faculty members will be decided in advance and inked.

b) Specific terms, conditions and procedural aspects of collaboration including financial obligations of either party shall be finalized on mutual terms and conditions, for each specific project under this MoU separately.

**B2. Joint study programmes**

a.KNISS LABORATORIES (P) LTD., and Sri Venkateswaraa University agree towards exchange of Pharmacy students to accomplish a clinical shadowing experience as a part of completion of project during their final year of study.

b. Both the Institutions will accord recognition to faculty of each other as supervisor to Ph.D. scholars based on the bio-data and publications of the concerned faculty with due approval of the statutory bodies of the respective Universities.

c. Both the Institutions agree to accord designation of "Adjunct Professor/Faculty" to qualified faculty of the other University based on the bio-data and publications of the concerned faculty with due approval of the statutory bodies of respective Universities.

d. Ph. D. scholars working at KNISS LABORATORIES (P) LTD., Will be allowed to carry out a part of their research work at a selected department in SVU and vice-versa depending upon specific requirements.

e. KNISS LABORATORIES (P) LTD.,, and SVU will independently meet the cost of research, chemicals and other expenditure incurred by it in connection with the research collaboration, if it is absolutely required for success of the joint research work.

f. Joint Ph. D. programme will be facilitated as per the provisions of the Ph.D regulations of the University.

**A. Confidentiality:**

Both parties hereunder agree that any information disclosed by one party to the other shall be maintained as 'proprietary confidential information and will be disclosed only to the authorities as required in the relevant statutory regulations and to those persons in the recipient party's organization on a need to know basis only. All such proprietary confidential information will be kept in confidence and the party receiving the confidential information agrees not to disclose to any other person or persons outside the organization or any unauthorized person or persons except to the organization authorized by either of the parties hereunder on need to know basis for the execution of the work.

**B. Intellectual property rights (EPR) protection**

a. IPR generated during the activities under the MoU shall be shared jointly. The extent of ownership shall be decided mutually depending upon the relative intellectual inputs made by the parties. The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the undersigned representatives of KNISS LABORATORIES (P) LTD., and SVU mutually

b. Both parties shall not file any application for seeking IPR/patent in its own name or in the name of its associates or any other person(s) on any matter relating to the information developed under this MoU. However, they can seek intellectual property rights on joint names of the parties as mutually agreed on case to case basis.

c. The above principles will apply on all the activities of IPR such as patenting, technology transfer and commercialization of invention developed out of this MoU.

**C. Publication**

Publications, if any, in respect of the activity under this MoU shall be in the names of involved personnel from both the parties.

In all publications (papers, reports, etc,) it will be duly acknowledged that the work has been carried out by KNISS LABORATORIES (P) LTD., and SVU under this MoU executed between the parties. All ethical guidelines of research publication existent at both the Institutions will be followed strictly.

#### **D. Duration**

This Memorandum of Understanding shall be valid for a period of three years from the date of signing of the same, and thereafter can be renewed for further period of three years subject to such other terms and conditions as may be mutually agreed upon.

#### **E. Termination**

This MoU may be terminated by either party by the provision of written notice of termination by not less than three months prior to the desired termination date. However, both parties agree that all continuing obligations to students, staff, funding bodies or other entities shall be met by the respective parties in full subsequent to the notice of termination. There shall be no penalty payment due upon the early termination of this Memorandum.

#### **F. Implementation and monitoring**

The implementation of the activities under this Agreement will be overseen initially by the coordinators appointed by the parties.

#### **G. Notices**

All notices and other communications required to be served on the parties under the terms and conditions of this Mou, shall be considered to be duly served, if the same is delivered at or posted by registered mail to the persons, as the address given below.

#### **KNISS LABORATORIES (P) LTD.,**

Plot.No.9., Multe Industrial Esate,

Gerugambakkam,

Chennai-600128,

#### **Sri Venkateswaraa University**

No. 51, GNT Rd.

Red Hills, Chennai,

Tamil Nadu 600067

#### **H. Disputes**

Any dispute arising out of this Memorandum of Understanding or in its enforcement the concerned parties to this MoU will resolve the same amicably.

If any controversy or dispute that cannot be resolved by good faith discussion among the parties, such controversy of dispute shall be submitted to the leadership/Vice-Chancellor of the parties who shall endeavor to find an amicable resolution of such dispute within thirty (30) days of submission of the matter to them. However, in case if the dispute remains unresolved it shall be referred to an arbitrator to be appointed by mutual consent of both the parties. The venue of arbitration shall be at such place as may be fixed by the arbitrators and the arbitration proceeding shall be as provided under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon both the parties.

#### **I. Modification**

No modification to this MoU shall be binding unless made in writing and Signed by both parties.

#### **J. Force Majeure**

Any of the parties hereto shall not be released from its obligations for any reason except for force majeure such as war, strike, act of God or other causes beyond the control of the parties..



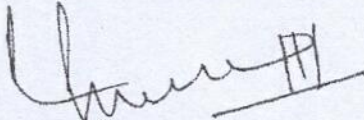

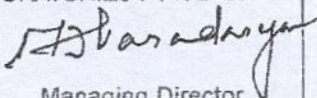

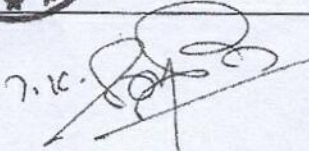
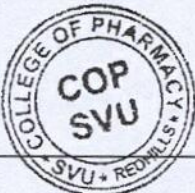
#### **K. Rules and Policies Compliance**

While at the Host Institution for training, students are required to comply with the laws of the institution as per the policies, rules, and regulations of the Host Institution. The Host Institution shall provide a copy of applicable policies and procedures to the students prior to the beginning of the clinical and educational experience. The Host Institution, in its sole discretion, may bar any student from any activities if the student's inclusion would violate applicable law, policy or procedure, or otherwise disrupt the functioning of the Host Institution.

#### **L. Travel and Insurance**

The Host Institution will not provide any insurance, benefits, compensation or expense reimbursement to the students. The Home Institution shall remind students that they are not qualified to act as licensed healthcare providers of at the Host Institution and as a result, students will only engage in training activities under the direct supervision and responsibility of a qualified Pharmacist of the Host Institution within the scope of the training experience.

IN WITNESS WHERE OF the parties here to have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorized representatives on the date set forth.

 <b>SRI VENKATESWARAA UNIVERSITY</b>	 <b>KNISS LABORATORIES (P) LTD</b>
 <b>(Authorized Signature)</b> Name : Dr.R. Narayana Babu Designation : Vice Chancellor, SVU Place : Chennai Date : 26 <sup>th</sup> September 2025 Stamp : 	 <b>(Authorized Signature)</b> Name : Mr.Varadarajan MD Designation : Managing Director Place : Chennai Date : 26 <sup>th</sup> September 2025 Stamp : For KNISS LABORATORIES PVT. LTD. 
 Name : Dr. T.K.Gopal Designation : Principal, COP Place : Chennai Date : 26 <sup>th</sup> September 2025 Stamp : 	 Name : Designation : Place : Date : Stamp :



15 9 2025  
Siddhanta Knowledge Foundation

EP 458073  
K. MAHALAKSHMI  
SVL No. 3016/2/95  
New No.11, Old No.8, 2nd Street,  
Mangalapuram, Chetpet,  
Chennai-31. Cell : 9382895090

### MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and executed at Chennai on 25<sup>th</sup> Sep 2025

BY AND BETWEEN:

M/s Sri Venkateswaraa University, a State Private University established under Tamil Nadu Private Universities Act 2019, (hereinafter referred to as "SVU") located at No. 51, GNT Road, Near Nallur Toll Plaza, Red hills, Chennai, Tamil Nadu 600067, India, represented by its Authorised Signatory, Vice Chancellor, Dr. Narayana Babu duly authorized to execute this MoU,,

AND

Siddhanta Knowledge Foundation (Siddhanta) is a Section 25 Company registered under the Companies Act, 1956, (hereinafter referred to as "Siddhanta") having its office at 4<sup>th</sup> Floor, Raja Annamalai Buildings, 72, Marshalls Road, Egmore, Chennai – 600008, India, represented by its Authorised Signatory, Shri, R. Subramaniam, duly authorized to execute this MoU, vide Board Resolution dated 02 May 2025.



For SIDDHANTA KNOWLEDGE FOUNDATION  
Authorized Signatory

## AND WHEREAS

**Sri Venkateswaraa University** is as a budding prestigious educational institution that promotes students' well-being and provides them with a perfect platform to take long strides into the future as well rounded professionals. SVU has two campuses: Ettayapuram campus in Thoothukudi and Redhills campus at Chennai.

The first party is committed to the following:

1. The University intends to establish Colleges of Excellence in Medical Education, Agricultural Science, Allied Health Science, Pharmacy, Physiotherapy, Nursing and Management Studies.
2. SVU would continually invest in the personal & professional development of the student's community & faculty member by creating a learning conducive ecosystem which would facilitate the exchange of knowledge/ awareness at different levels.

## AND WHEREAS

Siddhanta is a pioneer in research and development of courses based on Indian Knowledge Systems (hereafter referred to as "IKS"), which are suitable and can be integrated into all types of streams in the contemporary education system. Imparting IKS to students in higher education will restore the pride of Bharat, making Bharat a Vishwa Guru.

## AND WHEREAS

Siddhanta is honoured and proud to be an **IKS Centre** accredited by the IKS Division of the Ministry of Education, Government of India, to promote IKS and integrate with mainstream education. Siddhanta is also an IKS Teacher Training Centre approved by the IKS Division, Ministry of Education. In addition to IKS expertise, Siddhanta brings its connections with universities and premiere educational institutions along with in-depth corporate experience and global reach. Siddhanta is also committed to leveraging cutting-edge technology in the IKS-space through its Siddhanta Technology Lab, which has produced software interventions, applications and games that promote learning and teaching of Indian Knowledge Systems.

## AND WHEREAS

Siddhanta, along with its associates, has built wide expertise in research and learning materials like courses, text books, educational videos, publications and films on Shastras, Ancient Indian Knowledge Systems & Heritage, Indian History & Civilisation, etc. Specifically, Siddhanta has built ecosystems



For SIDDHANTA KNOWLEDGE FOUNDATION  
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Authorised Signatory

that can unearth wisdom embedded within the Indian Knowledge Systems using technology tools, including in regional and classical languages, and disseminate this wisdom in relevant and contemporary formats. Siddhanta is committed to partner with organizations that are engaged in revival of such knowledge systems in multiple Indian languages.

#### AND WHEREAS

Siddhanta's objective is to engage with experts in authentic Indian Knowledge and make it globally accessible and usable by the wider society by leveraging various methods including its own online platform. Siddhanta is already working towards publishing journals, podcasts, blogs and providing a platform for debates to nurture and promote IKS, particularly among students and youth.

#### AND WHEREAS

The University will be represented by its **Vice Chancellor** for the purpose of execution of this agreement.

#### AND WHEREAS

Siddhanta will be represented by **Authorized signatory** for the purpose of execution of this agreement.

#### AND WHEREAS

Siddhanta is offering several IKS courses on its Siksha Learning Management System (LMS) and the University/ Institute has the choice to take any of the courses totalling 6/8 credits as a Package. In addition, the University/ Institute has the choice to take Foundational, Advanced, Refresher and Discipline-specific Faculty Development Programmes (FDPs) offered by Siddhanta in Indian Knowledge Systems, as may be required from time-to-time.

#### Now this MoU witnesseth;

- 1) Siddhanta has offered to Institution, all the courses available in their LMS which are prerecorded online courses on Indian Knowledge Systems (IKS). The Institution has agreed to take various courses which are more fully specified in the Addendum attached herewith.
- 2) Siddhanta shall provide the selected IKS courses to the students nominated by the University/ Institute as part of their curriculum or an Open elective /Add on course for its students.
- 3) The Institution shall pay based on actual number of students and number of credits registered in Siksha LMS in each academic year.



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*[Handwritten signature in green ink]*

For SIDDHANTA KNOWLEDGE FOUNDATION  
*[Handwritten signature in blue ink]*  
Authorised Signatory

- 4) Both the parties agree that this engagement can be announced in their respective branding and communication including name and logo.
- 5) It is mutually agreed that only after receipt of the full payment from the University/ Institute, Siddhanta shall provide access of its *Siksha* Learning Management System (LMS) to the students nominated by the University / Institute along with their Aadhar ID number and Aapaar ID number.
- 6) For registration of students, the University/ Institute shall provide student details such as Student ID/ Aadhar card to enable Siddhanta to provide access to the LMS.
- 7) The activities under this MoU shall be coordinated, monitored and recorded by an Internal Coordination Committee. Dr.E.Susithra, University Accreditation Coordinator will be the internal coordinator from SVU whereas Ms. Priya Karthick, Educational Institution Engagement, shall be the internal coordinator from SKF.
- 8) The IP ownership of all the courses in Siksha LMS shall be with Siddhanta.
- 9) University/ Institute agrees that no content from courses provided by Siddhanta shall be shared with any third party/ re-used and/or re-purposed, copied, disseminated and/or published by University/ Institute, its departments, faculty members and affiliates at any point in time.
- 10) Siddhanta agrees to provide a Certificate of Merit to every student after successfully fulfilling the 5% of the total mandated credits.
- 11) Considering that IKS courses offered by Siddhanta has to align with AICTE and UGC degree courses which vary from 2 to 5 years, depending upon the type of programs, it is imperative that a student will continue to take different IKS courses during the UG/ PG programs he/ she has opted for which could be 2, 3, 4 and 5 years duration. As per UGC guidelines, a student is supposed to complete minimum 5% of the total mandated credits from IKS curriculum. There are many students who want to opt more than 5% of the credits from IKS curriculum and that is acceptable as per UGC guidelines.  
The enrolled students shall be entitled to complete the mandated credits irrespective of the Expiry or termination of this MOU.
- 12) Term & Termination: This MOU shall be valid for a period of 5 years and can be extended on mutual terms. Either party can Terminate this MOU by giving the other party 90 days prior



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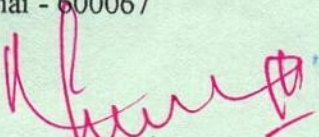
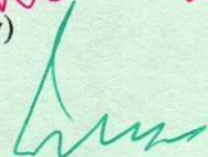

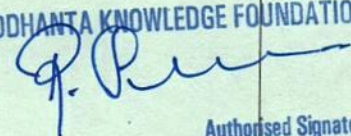

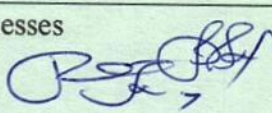
For SIDDHANTA KNOWLEDGE FOUNDATION  
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Authorised Signatory

notice. However the termination shall not affect the already enrolled students in completing their opted credits and their minimum requirement credits.

- 13) Upon *expiry* of this MoU, no claims of any nature will be entertained by either party. However, the restrictions imposed on the recipient for using the content as stated in Clause 8 shall survive even after termination of the MoU.
- 14) The relationship between the parties created through this MoU, shall be as Principal to Principal and there is no Agency or Partnership created herein.

**Arbitration and disputes jurisdiction:** Any disputes arising out of the implementation of this MOU shall be resolved through Mediation among the parties and in case of failure of resolution in Mediation, it shall be referred to Arbitration before a Sole Arbitrator, appointed on mutual consent. The Arbitration and Conciliation Act 1996 with amendments thereof shall be the Governing Act. The language shall be English and the Venue shall be at Chennai. The parties hitherto, do hereby agree and record their consent that the jurisdiction of any disputes, arbitration thereof and legal proceedings, if any, shall be limited to the jurisdiction of Chennai.

We, representing the two parties, **Sri Venkateswaraa University** and Siddhanta Knowledge Foundation and its associates, Siddhanta, do hereby sign this MoU on the day and date aforementioned.


<p><b>Sri Venkateswaraa University</b> 51, GNT Road, Nallur, Near Redhills Toll Plaza Chennai - 600067</p> <p> (First Party)</p> <p></p> <p></p>	<p><b>Siddhanta Knowledge Foundation</b> 72, Marshalls Road, Egmore, Chennai - 600 008</p> <p>For SIDDHANTA KNOWLEDGE FOUNDATION  (Second Party) <span style="float: right;">Authorised Signatory</span></p>
<p>Witnesses</p> <p>1. </p> <p>2. _____</p>	<p>Witnesses</p> <p>1. </p> <p>2. _____</p>

**Annexure – I**

**Registration of Credit Courses on IKS Offered by Siddhanta Knowledge Foundation**

It is agreed that the price of the IKS course shall be @ Rs 2500/- per credit per student plus GST as applicable, and is payable before registering the students into Siksha Learning Management System (LMS) of Siddhanta. Siddhanta shall extend its courses on **50%** scholarship basis to the students of this University i.e. the final price after 50% scholarship is Rs.1250/- per credit per student plus GST as applicable.



For SIDDHANTA KNOWLEDGE FOUNDATION  
  
Authorised Signatory