

भारतीय गैर न्यायिक

बीस रुपये

रु.20

Rs.20

TWENTY  
RUPEES

INDIA

INDIA NON JUDICIAL

तमिलनाडु TAMIL NADU

38AB 240390

3271  
17-3-17

VELS UNIVERSITY  
CHENNAI

K. VIJAYAPATHY (S.V.)  
187, MUTHURANGAM ROAD,  
TANDARAM, CHENNAI-46.  
NO. 14550 / C / 89. DT. 4. 10. 89  
1: 99405 80802

MEMORANDUM OF UNDERSTANDING

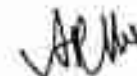
This Memorandum of Understanding (MOU) is executed on the 5<sup>th</sup> day of April 2017 in Chennai

BETWEEN

VISTAS (hereinafter referred as VELS University) with its Registrar placed at Velan Nagar, P.V.Vaithiyalingam Road, Pallavaram, Chennai 600117.

AND

INTERSONIC TECHNOLOGIES PRIVATE LIMITED, organization for Research and Higher Learning, established in 2012 with a centre located in Plot No.22, Chennai Green City, Thiruverkadu to Ayapakkam Road, Paruthipattu, Chennai - 600 071.



Dr. A.R. VEERAMANI  
Registrar  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117.



## ABOUT VELS UNIVERSITY :

1. **VELS INSTITUTE OF SCIENCE, TECHNOLOGY AND ADVANCED STUDIES (VISTAS)** established under section 3 of UGC act 1956, by the Ministry of Human Resource Development, Govt. of India, in 2008. VISTA (popularly known as Vels University) has originated from a self-financing Group of Institutions known as Vels Group of Institutions established in 1992. The University status has been conferred by UGC after taking into accounts the rich experience accumulated by the Management and quality maintained in the field of Higher education.

The university is a multi-disciplinary university offering varied and innovative courses in emerging areas. The university is offering 41 under graduate, 50 post graduate programmes and 8 Diploma and Certificate Programmes of contemporary relevance.

2. Whereas, as a result of the interactions between VELS University and INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI at various levels and occasions, both the parties have agreed to come together to jointly work in certain areas of mutual interests.


## I. Scope of the MoU :

1. This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto.

Having built competency in the software and hardware development areas by INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI, both the parties found that it would provide an opportunity for both the organizations to collaborate and work, complementing each others' strengths. With this realization, VELS University and INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI agree to explore the areas to work jointly for the benefit of the students & staff of Vels University and for the benefit of employees of INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI.

2. INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI will provide training sessions for the students of Vels University in Mobile Apps using Android and Matlab. The duration of each session shall be mutually agreed upon during the course of the training program based on the consent on both the parties.



  
**Dr. A.R.VEERAMANI** 3 ...  
Registrar  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117.



3. The Minimum batch size is 20.
4. A Joint program Committee (a nominated staff member from Vels University & INTERSONIC TECHNOLOGIES PRIVATE LIMITED) may be constituted to monitor the progress of the program implementation.
5. Eligible Staff members of INTERSONIC TECHNOLOGIES PRIVATE LIMITED are permitted to do Ph.D/M.Tech (regular or part time) degree at Vels University subject to university norms and UGC regulations.
6. INTERSONIC TECHNOLOGIES PRIVATE LIMITED, will also conduct orientation programmes, workshops, Faculty Development Programmes etc., for the Computer Science departments of Vels University.

## II. Joint Responsibilities


All attempts will be made to ensure that training and projects jointly carried out are accomplished to a very high degree of quality, with parsimony of time and resources.

Attention of the top management will be drawn in case of any interface or operational problems.

## IV. Communication

All communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned and such a communication sent by e-mail, tele-fax, registered air-mail shall be deemed to be sufficient.



  
**Dr. A.R.VEERAMANI**  
Registrar  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117

### Confidentiality and Non-disclosure

1. Any software / hardware material, product specifications, designs, financials, information, documents and any software development under this MoU shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.
2. The 'Parties' agrees that the obligations of confidentiality contained herein shall not attach to information that:
  - a) is or was already known to the receiving Party at the time of disclosure to it as evidenced by written records; or
  - b) is at the time of disclosure to the receiving Party or thereafter becomes public knowledge through no fault or omission of the receiving Party; or
  - c) is lawfully obtained by the receiving Party from a third party who is not under any confidentiality obligation to the disclosing Party; or
  - d) is independently developed by the receiving Party; or
  - e) is required to be disclosed by court rule or governmental law or regulation, provided that the receiving Party gives the disclosing Party prompt notice of any such requirement and cooperates with the disclosing Party in attempting to limit such disclosure.


### VI. Force Majeure

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to acts of God, war, floods, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

### VII. Intellectual Property Rights

The Intellectual Property Rights in respect of the intellectual efforts- based on projects will be decided on case-to-case basis in writing and signed by the parties.



  
**Dr. A.R.VEERAMANI**  
Registrar 5  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117.



## II. Effective date and Duration

1. This MoU shall be effective from the date of signing and will be valid for a period of three years. The MoU shall automatically stand terminated if no specific MoU / Agreement is entered into, between the parties during the validity period of three years.
2. Either party can terminate the MoU by giving 30 days prior notice in writing.
3. Any amendments / modifications / additions / deletions to this MoU shall be in writing and duly signed by both parties


## Arbitration

In case any dispute arises between the 'Parties' with respect to the MoU, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator appointed, one each by Vels University & INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI or one approved by both. Arbitration proceedings one each or one approved by the both shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Chennai. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the party against whom the award is passed. Any other costs or expenses incurred by a party in relation to the arbitration proceedings shall ultimately be borne by the parties as the arbitrator may decide. Courts in Chennai only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

## Assignment and Transfer

Any, and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.



  
**Dr. A.R. VEERAMANI**  
Registrar  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117.  
..... 6 .....

## Non-Waiver

The failure or neglect by either of the parties to enforce any of the terms of this MoU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

## I. Severability

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provision.


## II. Limitation of Liability

In no event shall INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI be liable to the other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MoU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

## IV. Indemnification

Vels University agrees to indemnify and keep indemnified INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI, its representatives, agents, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of Vels University or any of its representatives, agents or employees including but not limited to any breach of this MoU or otherwise in writing, or any violation thereof by Vels University of any applicable law, or regulation or order



  
Dr. A.R. VEERAMANI  
Registrar  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117.



INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI agrees to indemnify and keep indemnified Vels University, its representatives, agents, employees, successors and assigns harmless against all losses, damages or expenses of whatever form or nature, including, without limitation, attorney's fees and costs and costs of appeals, whether direct or indirect, which they or any of them may sustain or incur as a result of any acts or omissions of INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI or any of its representatives, agents or employees including but not limited to any breach of this MOU or otherwise in writing, or any violation thereof by INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI of any applicable law, or regulation or order

#### XV. No Partnership

Nothing in this MoU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the 'Parties' nor constitute either party the agent of the other party for any purpose.

#### XVI. Entire MoU


This MoU constitutes the entire Understanding between the 'Parties'. Any, and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MoU.

#### XVII. Headings

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

This Memorandum of Understanding has been executed in two originals with one retained by Vels University and the other by INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI.




  
**Dr. A.R. VEERAMANI**  
Registrar  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117.

Witness whereof, the parties signed this MoU at INTERSONIC TECHNOLOGIES PRIVATE LIMITED, CHENNAI, Chennai and have caused this MoU to be executed in two original copies by their respective duly authorized representatives.

For Inter sonic Technologies Pvt Limited

For Vels University

Signature :   
Name : K. GANESAN DARAJAN  
Designation : HEAD OF OPERATIONS

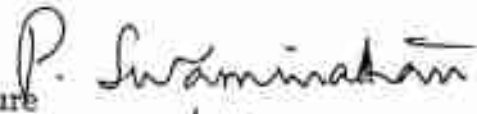


Signature :   
Name : Dr. A.R. VEERAMANI  
Designation : REGISTRAR

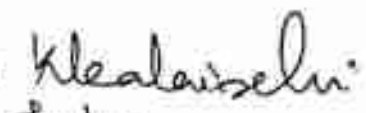
**Dr. A.R.VEERAMANI**  
Registrar  
Vels University (VISTAS),  
Pallavaram, Chennai - 600 117.

Witness :

1.  
Signature  
Date  
Name and Address

1.   
Signature  
Date 5/4/2017  
Name and Address Dr. P. SWAMINATHAN  
Dean, Engg & Computing Sciences

2.  
Signature  
Date  
Name and Address

2.   
Signature  
Date 5/4/17.  
Name and Address  
Dr. K. Kalaiselvi  
Asst Professor & Head  
Dept of Computer Science  
Vels University