

Registrar Office

Date: 10 NOV 2014

MEMORANDUM OF UNDERSTANDING

BETWEEN

VELS UNIVERSITY PALLAVARAM CHENNAI

AND

C-DAC CHENNAI

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") made and executed into this day, the 31st day of October 2014 by and between VISTAS (hereinafter referred as VELS University) having its registered office at Velan Nagar, P.V.Vaithiyalingam Road, Pallavaram, Chennai-600 117, which expression shall, wherever the context permits, mean and include its successor and assignees represented by its Registrar of the first part

and

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, a Scientific Society of the Ministry of Communications & Information Technology, Department of Information Technology, Government of India, registered under the Societies' Registration Act 1860 and the Bombay Public Trust Act 1950 and having its registered Office in the Campus of University of Pune, Pune 411007, with a Centre in Chennai having its office at Tidel park, 8th Floor, D Block (N&S), #4, Rajiv Gandhi Salai, Taramani, Chennai - 600113 (hereinafter referred to as C-DAC Chennai which expression shall where the context admits, include its successors or assignees) represented by Registrar of another part

Both the parties individually referred to "party" and collectively as "parties"




REGISTRAR
VELS UNIVERSITY
(VISTAS)
Velan Nagar,
P.V. Vaithiyalingam Road,
Pallavaram, Chennai-600 117

2. PREAMBLE

2.1 WHEREAS C-DAC has, after being set up as India's National initiative for the development of indigenous High Performance Computing Technology diversified into multiple areas of Information Technology, more particularly in computer security, education, training, multilingual technology and turnkey solutions in Information Technology sector and applications related to e-Governance and e-Learning.

2.2 And Whereas C-DAC Chennai is engaged in Research & Development activities with major thrust in the areas of Free & Open Source Software, HPC, Grid & Cloud Computing, and Ubiquitous Computing. This has resulted in the setting up of National Resource Centre for Free/Open Source Software (NRCFOSS) and the National Ubiquitous Computing initiative at C-DAC Chennai.

2.3 About VELs University

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. VISTAS (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 offered 28 under graduate, 47 post graduate programmes and 8 Diploma and Certificate Programmes of contemporary relevance.

2.4 WHEREAS as a result of the interactions between VELs University and C-DAC, CHENNAI at various levels and occasions, both the parties have agreed to come together to jointly work in certain areas of mutual interests on the following terms and conditions:



REGISTRAR 3.....
VELS UNIVERSITY
(VISTAS)
Veloo Nagar,
P.V. Vaidyanathan Road,
Chennai - 600 076

3. SCOPE OF MOU

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 C-DAC 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 C-DAC Chennai agree to explore the areas to work jointly for the following goals:

- 3.1 CDAC had developed BOSS, a LINUX OS and it supports most of the Indian languages.
- 3.2 Indian Institute of Technology, Madras (IITM) had developed Minimalistic Object Oriented Linux (henceforth referred to as MOOL). MOOL has been integrated with BOSS LINUX of CDAC and the OS is called BOSS MOOL.
- 3.3 CDAC has been deploying BOSS LINUX at various client locations in India. The clients include state governments, academic institutions and central government departments.
- 3.4 By this MOU, CDAC shall deploy BOSS MOOL in the colleges under VELS University.
- 3.5 To jointly take up large scale promotional initiatives in the areas of Open Source Software, E-Governance etc in the academic and government sectors.
- 3.6 To facilitate Post Graduate level students of VELS University to do their project work in C-DAC Chennai, as well as to enable C-DAC employees to enhance their knowledge and qualifications from VELS University the C-DAC Chennai R&D Centre within the VELS University campus for getting the maximum synergy and interaction between the two organizations.
- 3.7 To jointly take up such other projects and programs of value to the Industry, Academia, Government and the general public as may be deemed fit from time to time.




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VELS UNIVERSITY
(VISTAS)
Velan Nagar,
P.V. Vaidyanalingam Road,
Palayam, Chennai-600 117

4. **JOINT RESPONSIBILITIES**

- 4.1 Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time. The Director, C-DAC, Chennai would be the Co-ordinator from C-DAC Chennai, and The Registrar, VELS University would be the Coordinator from VELS University, and they will serve as the nodal contacts from both the sides.
- 4.2 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.
- 4.3 Draw the attention of the top management in case of any interface or operational problems.

5. **FINANCIAL ASPECTS**

- 5.1 C-DAC Chennai will charge a nominal fee of ₹ 15000/- per annum. Service tax would be charged extra at actuals.
- 5.2 All payments will be made through demand draft.


6. **COMMUNICATION**

- 6.1 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.

7. **CONFIDENTIALITY AND NON-DISCLOSURE**

- 7.1 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.




REGISTRAR
VELS UNIVERSITY
(VISTAS)
Vest 2, 4th floor,
P.V. Vigneshwara Road,
Pulshetla, Chennai - 600 117

- 7.2 The material shall be treated as confidential for a minimum period of five years after this MOU comes to an end or as agreed from time to time. There is no transfer of any Physical material. The material is only software that can be downloaded from the website of CDAC.
- 7.3 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.

8. FORCE MAJEURE

- 8.1 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.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 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.




VJSS UNIVERSITY
VJSS
VJSS
P.V. Vardhaji - JSS Road,
Pulivertani, Hyderabad - 500 117

10. EFFECTIVE DATE AND DURATION

- 10.1 This MOU shall be effective from the date of signing and will be valid for a period of 5 years). The MOU shall automatically stand terminated if no specific MOU / Agreement is entered into between the parties during the validity period of five years.
- 10.2 Either party can terminate the MOU by giving 30 days prior notice in writing and sent through RPAD
- 10.3 Any amendments/ modifications/ additions/ deletions to this MOU shall be in writing and duly signed by both parties.

11. ARBITRATION

- 11.1 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 the sole arbitrator appointed by C-DAC. Arbitration proceedings 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 Party 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.

12. 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.




DIRECTOR
VJIS UNIVERSITY
(PVT) LTD
VJIS HOUSE,
P.O. Box 107, Thiruvananthapuram Road.

13. 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.

14. 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.

15. LIMITATION OF LIABILITY:

In no event C-DAC CHENNAI shall 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

16. INDEMNIFICATION:

VELS University agrees to indemnify and keep indemnified CDAC, 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




VELS UNIVERSITY
(VICTAS)
Veloo Nagar,
P. V. Vaidyanathan Road,
Chennai - 600 077

CDAC 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 CDAC 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 CDAC of any applicable law, or regulation or order

17. 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.

18. ENTIRE MOU :

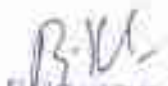
This MOU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understandings of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MOU.

19. 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 C-DAC.




R. N. NISTGAR
VELS UNIVERSITY
VITLABI
Vellore Nagar,
P.V. Vellore Nagar Road,
Pattanam, Chennai-600 117

IN WITNESS WHEREOF, the parties signed this MOU at CDAC, Chennai and have caused this MOU to be executed in two original copies by their respective duly authorized representatives.

CDAC


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Director

Centre for Development of
Advanced Computing
CHENNAI



WITNESSES:

1. 
(R. NAGESH)

2.

VELS University


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Dr. B. Krishnamurthy

Registrar

VELS UNIVERSITY
REGISTRAR
VELS UNIVERSITY
(VISTAS)
Velan Nagar,
P.V. Vaithiyalingam Road,
Palayam Chennai - 600 117

1. 
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2.