To College Copy

தமிழ்நாடு तमिलनाडु TAMIL NADU

26AC 440238

15.09.2021

K. சிவா S.V. No. 1186/85
எண்: 3, இ.சா.ப. அலுவலகம்,
பவுன்ஹால், திருச்சி-2.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and executed on 5th Nov 2021.

BETWEEN

J.J. College of Engineering and Technology, as the first party, hereafter referred as "Institution" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, liquidators, successors and permitted assigns) represented by its Principal Dr. P. Mathiyalagan and herein referred as First Party;

AND

M/s Sivamurugan Auto Components Private Limited (S-mac), located at No 4B, Sharma Nagar Vazhuthalambedu, Kundrathur, Chennai, Pin code 600069 Tamil Nadu, India (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, liquidators, successors and permitted assigns) represented by its Administrative Director Mr. Murugaiyah Prakasavelu and herein referred as Second Party;

PRINCIPAL
J.J. COLLEGE OF ENGG. & TECH.
TIRUCHIRAPPALLI-620 009.

SIVAMURUGAN AUTO COMPONENTS PVT LTD. Chennai-69

The J.J. College of Engineering and Technology and the M/s Sivamurugan Auto Components Private Limited are referred to individually as a "Party" and collectively as "Parties

WHEREAS, Institution is an educational institution, properly recognized by the Government of India with faculty and participating students and with state-of-the-art infrastructure / facilities, including laboratories, equipment required for Research and Development;

WHEREAS M/s Sivamurugan Auto Components Private Limited is engaged in design, development and providing hands-on technical training of high-quality robotic and Aerospace Research, Electrical Vehicle equipment's products in the field of Industrial Automation related areas.

Mr. Murugaiyah Prakasavelu agreed to offer a package of academic interface programme containing the following of first party.

S. No.	ITEM DESCRIPTION
1.	Community of Aerospace Enthusiasts, providing valuable resources, Networking Opportunities, and Professional Developments.
2.	Case study on industrial Engineering on cost saving through KAIZAN
3.	IOT Machine Learning, AI Internship
4.	Case study and projects on ground station in satellite communication
5.	Project works and Case Studies related – 'WALK ON Mars 2029'
6.	Collaborative research work in the areas relevant to M/s Sivamurugan Auto Components Private Limited (S-mac)

First Party agrees to provide:

S. No.	ITEM DESCRIPTION
1	Infrastructural facilities and local hospitality for the activities at the institute.
2	Active participation of the faculty in the collaborative research work relevant M/s Sivamurugan Auto Components Private Limited (S-mac),

PRINCIPAL
J.J. COLLEGE OF ENGG. & TECH.
TIRUCHIRAPPALLI-620 009.

SIVAMURUGAN AUTO COMPONENTS PVT. LTD. Chennai-69

Now this memorandum of understanding witnessed, and it is hereby agreed and understood between the parties hereto as under:

SCOPE OF THE MoU

1.1 Both Parties have agreed that the Institution shall support by providing students and faculty to carry out the research activities.

1.2 There is no financial commitment on the part of Institution to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately. The Institution might optionally provide workspace and infrastructure support including computer, servers and storage for the use of the students and faculty to be used for the research.

CONFIDENTIALITY

M/s Sivamurugan Auto Components Private Limited (S-mac), and the J.J. College of Engineering and Technology agree to hold in confidence all information/data designated as confidential, which is obtained / disclosed from the disclosing Party and will not disclose the same to any third party without written consent of the other Party except that provided for under the Right to Information Act, 2005.

STEERING COMMITTEE

A Steering Committee comprising officials of both parties shall be created to review the progress of the program on a periodical basis. The said Committee will handle only exceptional matters pertaining to the program. The frequency of convening the meeting of the Steering Committee shall be decided mutually by both parties.

The composition of the Steering Committee would be as follows: -

1. Principal, J.J. College of Engineering and Technology – Chairman

PRINCIPAL
J.J. COLLEGE OF ENGG. & TECH.
TIRUCHIRAPPALLI-620 009.

SIVAMURUGAN AUTO COMPONENTS PVT LTD. Chennai-69

2. Representative from

M/s Sivamurugan Auto Components Private Limited (S-mac), – Mr.Murugaiyah Prakasavelu.

3. HoD (Mechanical Engineering) – Member

4. Dean (Electrical Sciences) – Member

The Steering Committee may co-opt any Member, with the permission of Chairman of the Committee, and may also invite any person/representative of an institution to the meetings as Special Invitee to assist the Committee.

INTELLECTUAL PROPERTY

IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities and methodology including any M/s Sivamurugan Auto Components Private Limited (S-mac), proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed or made by M/s Sivamurugan Auto Components Private Limited (S-mac), hereunder will not be transferred from M/s Sivamurugan Auto Components Private Limited (S-mac), to **First Party** on account of use of the same as part of any work under this agreement nevertheless **First Party** and M/s Sivamurugan Auto Components Private Limited (S-mac), follow following terms and conditions:

1. **If more than 75% work done at** M/s Sivamurugan Auto Components Private Limited (S-mac), **IPR always remains with** M/s Sivamurugan Auto Components Private Limited (S-mac),.
2. **If First Party contributes 50% of works then IPR will remains with both parties.**
3. **If 40% of work done by** M/s Sivamurugan Auto Components Private Limited (S-mac), **and 60% of work done by First Party then IPR remains with First Party.**

However in all the cases mentioned above, the First Party shall have a royalty free, non-exclusive, irrevocable license to copy/use IP for research and educational purposes.

PRINCIPAL
J.J. COLLEGE OF ENGG. & TECH.
TIRUCHIRAPPALLI-620 009.

SIVAMURUGAN AUTO COMPONENTS PVT LTD. Chennai-69

COLLABORATION

The parties acknowledge and agree that areas of collaboration as listed here in are not exhaustive in nature and the parties shall in good faith, negotiate to elaborate upon the areas of collaboration along with the rights, responsibilities and obligations of each party in relation to each of the areas of collaboration. The parties may, from time to time, execute addenda or modifications to this MoU to incorporate such additional scope of collaborations or discussions.

NON-EXCLUSIVE

The Parties acknowledge and agree that the areas of collaboration under this MoU are being undertaken on a non-exclusive basis and either Party shall be free to enter into or consummate transactions similar to the areas of collaboration with other parties in India or elsewhere maintaining the confidentiality of the parties.

TERM AND TERMINATION

The term of this MoU shall be for a period of three years from the date of execution, unless terminated earlier by a written notice of thirty (30) days by a Party seeking such termination to the other Party, hereto. However, all commitments and obligations till the date of termination will be honoured by both the parties.

CHANGES

Alterations or modifications to this MoU may arise during the course of the program and any such changes shall be mutually discussed and agreed upon in writing by both parties. No changes or additions hereof to this MoU shall be binding on either party unless set forth in writing and executed by the respective duly authorised representative of both parties.

LIABILITY

Both parties agree that they are not liable to each other, or any other party not entering into the said MoU, for any damages including any special, incidental, consequential, or indirect damages arising from any claims arising out of this MoU.

PRINCIPAL
J.J. COLLEGE OF ENGG. & TECH.
TIRUCHIRAPPALLI-620 009.

SIVAMURUGAN AUTO COMPONENTS PVT LTD. Chennai-69

COMPLIANCES

Each Party agrees to perform its activities in compliance with all applicable statutes and regulations that are in force at that time or as revised from time to time.

DISPUTE RESOLUTION

Any and all disagreements / differences / disputes arising hereunder shall be resolved amicably by the designated senior executives / officers of the good offices of both Parties. This MoU contains the entire understanding between the Parties hereto and supersedes all prior arrangements, understandings and agreements, written or oral, on the subject hereof. Any part of this MoU which is not enforceable due to any reason whatsoever will be deemed to be inoperative and the rest of the MoU will continue to be valid and binding on the Parties hereto.

IN WITNESS WHERE OF, the parties have executed this MoU by their duly authorized representatives.

Accepted and Agreed

For J. J. College of Engineering and Technology

Dr. P. Mathiyalagan M.E., Ph.D.,
Principal,
J.J. College of Engineering and Technology,
Ammapettai
Poolangulathupatti (PO)
Tiruchirapalli – 620 009,
Tamil Nadu, India.

COLLEGE OF ENGINEERING & TECHNOLOGY * J.J. TRICHY-9

Witness

1. D. Meenakshi Sundaram - Head A.O., (Academics) 9080555738
2. A Ayyappan - 9789539694

For M/s Sivamurugan Auto Components P ltd.

For SIVAMURUGAN AUTO COMPONENTS PRIVATE LIMITED
Authorised Signatory

Mr. Murugaiyah Prakasavelu
Director (Administration)
M/s Sivamurugan Auto Components Private Limited (S-mac),
No 4B, Sharma Nagar Vazhuthalambedu,
Kundrathur, Chennai, Pin code 600069
Tamil Nadu, India.

Witness

1. P. Arun. 36 Ragavendra Puram, Srirangam, TRICHY – 6
2. R. Selvi. [R. Selvi] No 69, I st Ext, KK Nagar, TRICHY – 9884338192