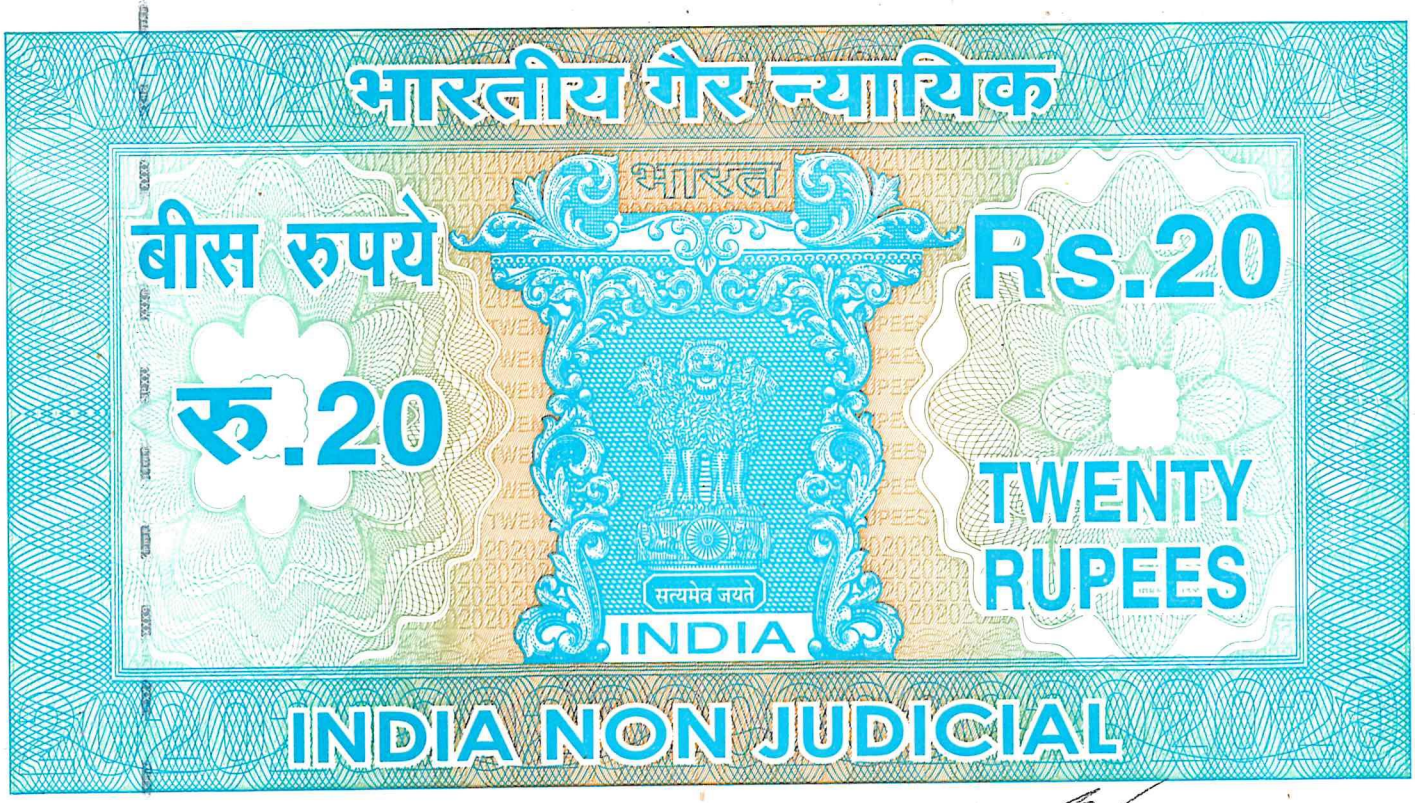

तमिलनाडु TAMIL NADU

10 JUN 2022

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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 **11 October 2022**.

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 and herein referred as First Party;

AND

Zentrix India PVT Ltd, located at Gandhi Mandapam Road, Surya Nagar, Kotturpuram, Chennai, Tamil Nadu – 600 085, 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 Director Mr. N. Salman and herein referred as Second Party;

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

For ZENTRIX INDIA PVT LTD

DIRECTOR

J.J. College of Engineering and Technology and the ZENTRIX INDIA PVT LTD 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 ZENTRIX INDIA PVT LTD is engaged in research, design, development and providing hands-on technical training of high-quality in the field of Design to Product and its related areas.

Mr. N. Salman agrees to offer a package of academic interface programme containing the following for the J.J. College of Engineering and Technology of First Party

S. No.	ITEM DESCRIPTION
1	Curriculum development for all Department
2	Internship and Workshop facility in order to develop a Artificial Intelligence (AI) and Data Science knowledge and its product related support.
3	Collaborative research work in the areas relevant to ZENTRIX INDIA PVT LTD
4	Help to organize technical events.

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 ZENTRIX INDIA PVT LTD

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 work space and infrastructure support including computer, servers and storage for the use of the students and faculty to be used for the research.

PRINCIPAL
J.J. COLLEGE OF ENGG. & TECH.
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For ZENTRIX INDIA PVT LTD

DIRECTOR

1.3 ZENTRIX INDIA PVT LTD shall appropriately compensate or pay remuneration to the faculty and students for their research work and creation of intellectual property and is outside the scope of this MoU.

CONFIDENTIALITY

The Zentrix India Pvt Ltd 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
2. Director, from ZENTRIX INDIA PVT LTD – Mr.N. Salman – Member
3. Representative from JJCET – Member
4. Dean, Research and Development – 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 **ZENTRIX INDIA PVT LTD** 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 **ZENTRIX INDIA PVT LTD** hereunder will not be transferred from **ZENTRIX INDIA PVT LTD** to **First Party** on account of use of the same as part of any work under this Agreement nevertheless **First Party** and **ZENTRIX INDIA PVT LTD** follow following terms and conditions:

PRINCIPAL
J.J. COLLEGE OF ENGG. & TECH.
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For ZENTRIX INDIA PVT LTD

DIRECTOR

1. **If more than 75% work done at ZENTRIX INDIA PVT LTD IPR always remains with ZENTRIX INDIA PVT LTD.**
2. **If First Party contributes 50% of works then IPR will remains with both parties.**
3. **If 40% of work done by ZENTRIX INDIA PVT LTD 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.

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.

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For ZENTRIX INDIA PVT LTD

DIRECTOR

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.

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
Principal,
J.J. College of Engineering and Technology,
Ammapettai,
Tirchy 620 009
Tamil Nadu, India

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

Witness

1. (R. Ramasamy)

2. (V. NANTHAKUMAR)

For Zentrix India PVT Ltd.

Mr. N. Salman,
Director,
Gandhi Mandapam Road,
Surya Nagar,
Kotturpuram,
Chennai– 600 085
Tamilnadu, India

Zentrix India Private Limited Trichy-1

Witness

1. Siddik

2. R. Sanjai