



தமிழ்நாடு தமில்நாடு TAMIL NADU

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T. குானசேகரன்
முத்திரைத்தாள் விடுபகையாளர்
97, பாண்டியன் நகர், அரசனூர்
காளவாசல், மதுரை - 625 016
ஆர்.பி.என்: 6246/02/93-3/23-12-93

18.12.2022

பிரண்டிங் கிளம் 29) யசுய் கிளம் சிவிஸிஸிஸிஸி கல்யா
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 01st November 2022 by and between

Pandian Saraswathi Yadav Engineering College, Madurai - Sivagangai Highway Arasanoor, Thirumansolai (Post), - 630561 (PSYEC) having its principal office at Arasanoor, Sivagangai District, represented herein by its Principal Dr. R. Raja (hereinafter referred as 'First Party')

AND

A&T Video Networks Pvt Ltd, 8B, Abdul Gaffar Khan Road, Chinna Chokkikulam, Madurai, Tamil Nādu - 625 002 represented herein by Mr. C L M Ramadoss

(COO), (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

First Party: -

Pandian Saraswathi Yadav Engineering College, Madurai - Sivagangai Highway Arasanoor, Thirumansolai (Post), - 630561 (PSYEC) at its various engineering departments is charged with responsibility of training technical manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing engineering and technological knowledge and professional excellence in Engineering & Technology by undertaking industrial & applied research and consultancy.

WHEREAS:

Second Party: -

A & T Video Networks Private Limited, having its registered office at **8-B, First Floor, Abdul Gaffar Khan Road, Chinna Chokkikulam, Madurai - 625002 (A&T)** is engaged in manufacturing of Audio/Video Electronic Products, research, design, development and consultancy in the field of Video Conferencing and its related fields.

CLAUSE 1: COOPERATION

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

First Party and Second Party co-operation will relate effective utilization of the intellectual capabilities of the faculty of Party providing significant inputs to them in developing suitable skills, competency through Internships keeping in mind the needs of the industry.

The general terms for co-operation shall be represented by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical enter into all relevant agreements, deeds and documents (the „Definitive Documents’) as may be required to give effect to the actions contemplating in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between PSYEC and A&T for enhancing, within the country, the availability of highly qualified manpower in the areas of Embedded without any prejudice to prevailing rules and regulations in PSYEC and A&T without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to PSYEC and A&T. The areas of cooperation can be extended through mutual consent.

The budding ECE, CSE & EEE Students of our institution could play up-gradation, innovation and will incorporate competitive traits required for an industry

CLAUSE 3: SCOPE AND TERMS OF INTERACTIONS

The major scope of internship would be in the department of soldering, assembling of Electronic Products. Students will be exposed to have hands on experience in the production of some of the current technology products. Students can enhance their knowledge through industrial practices and understand processes. This Internships will enhance student’s competency level and prepare them to get good employment

opportunities. This internship will certainly motivate and enhance the students to get employment in other industries in the final year / campus interviews.

Both **PSYEC** and **A&T** shall encourage interactions between the Engineers, faculty members and students of both the organizations through the following arrangements:

1. Curriculum Design:

Second Party can give valuable inputs to the first Party, suitably customize the curriculum for internships so that the students fit into the industrial scenario meaningfully.

2. Internships and Placement of Students:

Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships as per AICTE internship Policy. **A&T** will offer Internship to the students of **PSYEC** on every Semester. Internship will be offered in **PSYEC** Premises and **A&T** Premises. This is a paid internship and students will be paid in INR/day.

3. Industrial Visits:

Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; Second Party to permit the Faculty and Students of First Party to visit its group of companies also involve in knowledge sharing and field visit provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Second Party would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

4. Skill Development Programs:

Second Party to provide Skill & Exposure to the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready. Joint guidance of student projects/thesis in Embedded and other areas of national interest at **PSYEC** by **A&T** on mutually agreeable terms.

5. Guest Lectures:

Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends. **A&T** may depute its personnel as visiting faculty at **PSYEC** to teach any of the regular Course or specialized topics

6. Faculty Development Programs:

Second Party to share the industrial experiences to the faculty members of First Party to facilitate their development in the field of teaching. **A&T** may seek assistance/guidance of **PSYEC** faculty member/s in product/process modification, modernization, trouble shooting, etc. Organization of joint conferences and seminars;

CLAUSE 4: SHARING OF FACILITIES & OTHERS

- a. **PSYEC** and **A&T** shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b. Any other lab requirements will be used by Internship Students and **A&T** Authorities at **PSYEC** Premises after getting the Permission from Principal and HoD
- c. **A&T** will establish Incubation Lab at **PSYEC** Premises. Civil Infrastructure for the same will be provided by **PSYEC**
- d. Design and Need will be given by **A&T** along with Business Plan. It will be implemented by mutual consent

- e. **A&T** will give Idea and Guidance for the final year Project of the Students and **PSYEC** will take care of all other parts
- f. **PSYEC** shall make arrangements **to** share their space, class rooms for conducting internship related works.
- g. **PSYEC** shall have to provide free stay and food in their Hostel to **A&T** employees who are deputed to do the works at **PSYEC** premises Internship Students during this internship tenure
- h. **Stay / Food / Security Persons** will be offered by Life Max Infra Pvt Ltd and other persons are to be offered by **PSYEC** in consultation with **A&T**
- i. Two nos of Lead Faculty from **PSYEC** will coordinate the process
- j. Any Escalation will be done through the Lead Faculty
- k. Lead Faculty will visit **A&T** MFG Unit once in a Week (Monday)
- l. Responsibilities of Lead Faculty will be specified by **A&T**
- m. Leave will be asked through Lead Faculty and it will be reported to **HoD**
- n. **PSYEC** will intimate Exam Dates to **A&T** for relaxing the Interns from work

CLAUSE 5: VALIDITY - EFFECTIVE DATE AND DURATION OF MOU

This Agreement will be valid until it is expressly terminated by either Party during which period first party or second party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of First Party or Second Party, after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU.

- a) **MOU** shall be effective from the date of its approval by competent authorities at both ends.

- b) The duration of the **MOU** shall be for a period of **3 years** from the effective date.
- c) During its tenancy, the **MOU** may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the **MOU** will not in any manner affect the interests of the students who have been admitted to pursue a Internship programme under the **MOU**.
- d) Any clause or article of the **MOU** may be modified or amended by mutual agreement of **A&T** and **PSYEC**.

CLAUSE 6: IPR

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this **MOU**, shall be decided by the two parties by mutual consent.

CLAUSE 7: CONFIDENTIALITY

During the tenure of the **MOU** both **PSYEC** and **A&T** will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this **MOU** for any purpose other than in accordance with this **MOU**.

Both **PSYEC** and **A&T** shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or **PROJECTS**.

Further both **PSYEC** and **A&T** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to **PARTIES** collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or

electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

CLAUSE 8: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

CLAUSE 9 : RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be constructed in accordance with the Laws of India and be subject to the jurisdiction of the courts at MADURAI.

- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996.

CLAUSE 10: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both **PSYEC** and **A&T** shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

CLAUSE 11: CO-ORDINATION OF THE PROGRAMME

- a) The collaborative programme between **PSYEC** and **A&T** shall be coordinated by a coordination committee of 5 Members from both the parties.

Sl. No.	Name	Designation
1	Er. S. P. Varadharajan	Managing Director - PSYEC
2	Mr. Ashwin Desai	Managing Director - A&T
3	Dr. R. Raja	Principal - PSYEC
4	Mr. N. Saravana Babu	Head-Placements-Internship
5	Mr. C L M. Ramadoss	COO - A&T

Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programmes on the terms specified herein.

Students selected for internships shall also execute the documents as required by the Second Party.

No claim against the Second Party shall be valid, either the students or the First Party.

CLAUSE 12: RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent entities, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, express or implied, on behalf of the other Party, without the prior written consent of the other

Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to or to extend any liability on behalf of the other Party.

This MOU is executed in two sets and the First Party shall hold first and Second Party shall hold the other.

Both parties' agreed and signed on 07th November 2022

IN WITNESS WHEREOF the both parties have signed this MOU on the day, month and the year first above written.

For Pandian Saraswathi Yadav Engineering College

For A&T Video Networks Pvt Ltd


Dr. R Raja

Principal

Pandian Saraswathi Yadav Engineering College

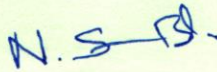




Mr. C L M Ramadoss

A&T Video Networks Pvt Ltd
Chief Operations Officer
Abdul Gaffar Khan Road, Chinna Chokkikutam,
Madurai, TamilNadu - 625002

Witness 1:

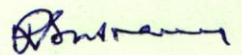


Mr. N. Saravana Babu

Head, Placement and internship

Pandian Saraswathi Yadav Engineering College

Witness 3:

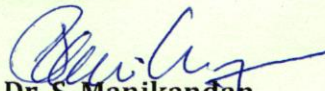


Mr. R Subramanian

Head - Standards

A&T Video Networks Pvt Ltd

Witness 2:

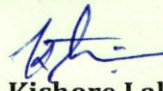


Dr. S. Manikandan

HOD / ECE

Pandian Saraswathi Yadav Engineering College

Witness 4:



Mr. Kishore Lal M R N

Production Engineer

A&T Video Networks Pvt Ltd