



Honeywell

Honeywell Technology Solutions Lab Pvt. Ltd.,

CIN: U72200KA1994FTC016379

Plot No.1, ELCOT - SEZ-IT/ITES Park, Illandaikulam Ring Road,

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Website: www.honeywell.com/country/in/

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on the
27th day of December 2017

BETWEEN

Honeywell Technology Solutions Labs Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its Registered Office at 151/1 Doraisanipalya, Bannerghatta Road, Bangalore 560 076, Karnataka, India (hereinafter referred to as "**Honeywell**") represented by its Director Mr. Srikanth Nagaraj which expression shall mean and include its affiliates, successors in interest and assigns of the First Part;

AND

Thiagarajar College of Engineering, an educational institution having its office at Madurai - 625 015, Tamil Nadu, (hereinafter referred to as "**TCE**"), represented by its Principal Dr. V.Abhaikumar which expression shall mean and include its successors in interest and assigns of the Second Part.

Each Party will be individually referred to as 'Party' and collectively referred to as "Parties".

1. WHEREAS Honeywell is engaged in providing software solutions to the diverse Honeywell business units in the areas of technology development and engineering.

WHEREAS TCE is a premier educational institution in Tamil Nadu, India, and a Centre of Excellence in higher learning, personnel and facilities.

WHEREAS Honeywell and TCE desires to enter into this MOU with the objective of fostering collaboration between the two PARTIES to promote academic, research interactions, including but not limited to, Honeywell offering certification / credit courses, Pilot simulator training workshops to TCE, Research collaborations with TCE and other collaborative projects which the Parties may propose and initiate during the term of this MOU subject to the terms and conditions of this MOU..

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the PARTIES agree as follows:

2. DEFINITIONS

2.1 'MOU' means this non-binding MOU executed between Parties. .

2.2 'Agreements' shall mean separate and legally valid Agreements which may be entered into between the Parties hereto as and when required, pursuant to this MOU.

2.3 "Effective Date" shall mean the date on which Parties hereto execute this MOU.

2.4 'Projects' shall mean and include all the individual projects under the MOU, terms and conditions for execution of each of which shall be mutually agreeable and recorded under Agreements.

2.5 'Collaborative Research' shall mean the research and development funded by Honeywell and performed by TCE staff/students/Personnel in the areas, either by themselves or jointly with Honeywell Personnel, with or without the use of Honeywell's technology know-how.

2.6 'Honeywell Good Engineering certificate course' shall mean the curriculum that aims at developing the students' integrative thinking by shifting their mindset from theoretical to practical aspects, through installing the know-how of actual practice in the industry.

2.7 'Credit Courses' shall mean the Courses pertaining to System Engineering, Cyber Security, Mobile Application Development, Software Process Management, etc. The core content and other related details of these courses will be mutually decided from time to time, based on the requirements from TCE and the facilitators available at Honeywell. These courses are structured to provide industry exposure to the students of TCE to enable Honeywell to hire the right talent for Honeywell's internship Programs.

2.8 'University Research' shall mean the research and development funded by Honeywell and performed by TCE students in the said areas, either by themselves or jointly with Honeywell Personnel and/or scientists/consultants with or without the use of Honeywell technology/know-how.

2.9 'Honeywell Research' shall mean the research and development performed by Honeywell personnel in the said areas, at the Research and Development-Centre.

2.10 'Honeywell-TCE Research Programme' shall mean such mutually agreed research activities under this MOU.

2.11 'Honeywell Intellectual Property' shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, information developed, owned and provided by Honeywell, which are required for the Projects.

2.12 "University Intellectual Property" shall mean and include all know-how of methods, material, software, designs, patterns, formats, proprietary technical literature, information developed owned and provided by TCE.

2.13 'New Intellectual Property' shall mean any and all inventions, devices, processes (including, without limitation, processes of using devices or of manufacturing such devices, methods, compositions or products or software) whether patentable or not patentable, copyrights, and works of authorship, and related know-how, which are conceived or reduced to practice or writing during the term of this MOU or Agreements.

2.14 'Honeywell Personnel' shall mean the Personnel of Honeywell deputed for the Projects.

V. Jeyaraj

[Signature]

2.15 'TCE Personnel' shall mean the faculty members or scientists or students of TCE, deputed for Projects or any person/student to whom TCE awards the research contracts on a contract basis.

2.16 'Deliverables' shall mean the result or end product(s) of the Projects as identified under each agreement.

3. SCOPE

Honeywell and TCE are willing to form a mutually beneficial association in the areas of providing industry specific domain training, Credit Courses, Good Engineering Certificate Course, Pilot Simulator Training workshops, hackathon etc. to the deserving engineering graduates / students of TCE ("Trainees"). This association is aimed at providing industry relationship opportunity for TCE and institute ambience for Honeywell and to benefit the community to upgrade their skills and improve their employment opportunities and collaborate with TCE in Research activities/Research projects.

4. OBLIGATIONS OF THE PARTIES

4.1 TCE shall endeavor to provide the following:

4.1.1 provide additional support such as faculty, administrative support, etc. on terms to be mutually agreed upon.

4.1.2 indemnify Honeywell against any liabilities or disputes arising out of use of the premises and other facilities.

4.2 Honeywell shall endeavor to provide the following:

4.2.1 provide necessary computing infrastructure, lab facilities, course curriculum, training materials, faculty support and project management support for efficient running of the operation.

4.2.2 provide the trainees, as a part of this training, opportunity to work in project development activities of Honeywell projects.

4.2.3 have an option to expand the scope to include software development activities.

4.2.4 allow faculty of TCE based on Honeywell's selection criteria to be involved in receiving and providing the training and interact with Honeywell project managers in that capacity including working in Honeywell facilities for 2 to 3 months or longer period based on terms to be mutually agreed upon.

4.3 Parties agree to the following:

4.3.1 that the Trainees will be selected based on Honeywell's selection process.

4.3.2 that the selection of trainees shall not be restricted only to TCE.

4.3.3 that they shall insure all their respective belongings within the premises and obtain public liability insurance, if any.

4.3.4 that Honeywell has the option of achieving their objectives by conducting activities also in any other premises / places.

5. COURSES OFFERED BY HONEYWELL AND PILOT SIMULATION WORKSHOPS

A. HONEYWELL COURSES

V. Jaisankar

[Signature]

Honeywell may provide certain courses at TCE and run these certificate courses / educational programmes as required for the development of TCE students leading to industry readiness. Certificates will be issued for the successful completion of courses offered. Notwithstanding the above, the contents and kind of courses offered will be decided based on the current requirements from TCE as well as the availability of people and their time at Honeywell.

The Courses conducted by Honeywell under this Agreement will offer the students of TCE an opportunity to expand their knowledge and their relevance to industry.

The students who opt for these courses will be considered students of TCE and will be governed by the academic regulations of TCE. The courses offered will be an add-on to the existing curriculum with no extra fees charged by TCE. The Course details and course curriculum would be designed by Honeywell and reviewed by TCE. No amendment to the Program details and curriculum of the Program shall be effective unless both parties mutually agree to such amendments.

A Co-ordination/Supervisory Committee will be constituted to co-ordinate and monitor the academic courses offered:

Focal persons will be identified for the courses to be offered to TCE from Honeywell to work with the college on understanding the requirements and to decide on the course contents and duration based on the availability of facilitators from Honeywell.

The focals appointed by the Parties will in general be responsible for the conduct of the educational programmes, upgradation of curriculum, co-ordination of various aspects of the educational courses within the framework of the academic regulation of TCE and the objectives outlined by Honeywell and TCE.

B. FLIGHT SIMULATOR WORKSHOPS:

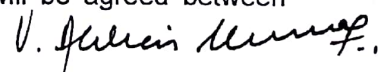
Flight Simulator training will be done at Honeywell premises in a batch of 20 students sent by TCE, based on the request from TCE and convenience of Honeywell.

6. PROJECTS

It is Honeywell's endeavor to provide better trained engineers to the community and few of them available for future employment with Honeywell and in the long term evolving this as an additional software development center of Honeywell. TCE's endeavor is to associate and work with Honeywell on joint development programs and have some faculties of TCE participate in Honeywell's research activities and students in industrial practices and technologies used to improve their caliber. Parties agree to execute a separate and valid agreement in writing duly signed by both Parties authorized representatives for each Project undertaken with specific and detailed terms and conditions of the applicable Project initiated by either or both Parties.

7. SCOPE OF RESEARCH PROJECT WORK (Introduction on Contract / Collaboration Projects)

7.1 Research Project. The Research Project(s) which is/are contemplated by this MOU will be set up based on the Parties requirements and the Research plans will be agreed between



Honeywell

parties on case to case basis. The Research Plan shall set forth the research tasks and objectives to be performed by both Parties. Each Party agrees to conduct the Research Project in accordance with the Research Plan, and under the supervision and direction of the Chief Project Executive to be nominated for each such Research Project. The Research Project(s) will be executed as projects defined under the "Honeywell-TCE Research Program". The Chief Project Executive may select other TCE personnel to participate in the research (including, but not limited to TCE technicians, undergraduates and graduate students, post-doctoral fellows, or faculty members), provided that such individuals are made aware of and have agreed to be bound by the terms of this MOU. Notwithstanding anything in this MOU to the contrary, Parties may amend the Research Plan at any time mutually in writing.

7.2 **Exclusivity of Research.** Parties acknowledge that each Party may engage in other research activities/projects within the Field of Research funded by public or private entities/organizations/persons and conducted separately, and Parties shall have no rights hereunder to such other research or resulting Intellectual Property, provided that no Honeywell/TCE Intellectual Property or Confidential Information was relied upon.

7.3 **Equipment and Supplies.** Equipment and supplies purchased out of Project grants specifically and exclusively to conduct the Projects under the Research Plan shall belong to TCE at the termination of this MOU. In the event Honeywell provides any special equipment/tool (Hardware or Software license) to TCE on loan for conduct of a project, the same needs to be returned to Honeywell, at the end of the project.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All New Intellectual Property (IP) and Know-how developed (patent, software, design/architecture, hardware others, as decided by Parties) as a result of each Project, shall be assigned absolutely to Honeywell for a one time consideration to be paid to TCE, which shall be agreed in the respective Agreements. In exchange of such consideration, TCE would assign to Honeywell and agrees to sign all documents necessary to make legally valid assignment of know-how, patents, copyrights and all other rights of each Project under this MOU and the results of each Project thereof, in all countries of the world and retains no other rights with respect to design and development performed hereunder and any results thereof.

8.2 In the event patentable inventions result from the design and development conducted hereunder during the term hereof or, in any way, based upon the design and development conducted hereunder during the term hereof, Honeywell shall pay all costs of filing, prosecution, issuance, maintenance and enforcement of all such patents and patent applications. Further TCE agrees to execute such papers, deliver all documents, do all acts and provide all such information as required by laws to enable Honeywell, its successors and assigns or its nominees, the entire right, title and interest in and to the above mentioned patent applications.

8.3 Inventors from TCE will be recognized for their contributions by having their names as inventors on Patent application(s) filed by Honeywell.

8.4 In the event of TCE scientists/students exploring, inventing, or discovering results other than the specific objectives of the Project, Honeywell shall not have any right over such results and any benefits from their exploitation.

V. Jaisri Kumar

[Signature]

8.5 Existing University Intellectual Property shall remain the sole and exclusive property of TCE. However, the University Intellectual Property shall be used with permission of TCE on payment of License fee / as part of the project costs.

8.6 Publication from research

All the research papers to be published based on the results generated from the Project shall be scrutinized by Honeywell within sixty (60) days of receiving the manuscript for potential publication. Honeywell shall have nonexclusive, royalty-free copyright license to use the publication for its internal use only. In case Honeywell decides to patent such work, Honeywell shall file patent applications as per relevant work within a period of 180 days from such decision.

9. FINANCIAL AND OTHER ARRANGEMENTS

9.1 The Project funding, if any, provided by Honeywell/TCE under this MOU may vary from year to year at absolute discretion of Parties.

9.2 Honeywell may also fund specific projects in association with other agencies.

9.3 TCE/Honeywell shall raise an Invoice for the project funding payments and Honeywell/TCE will respond within 90 days.

10. COMPLETION OF PROJECT

The Project shall be deemed to have been successfully completed on the date mutually agreed and recorded in the Agreement, demonstration of the relevant products / deliverables or results and submission of a report on the work done.

11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

11.1 Honeywell shall be the sole owner of any inventions, intellectual properties etc., arising during the conduct of the operation.

11.2 TCE representative who are engaged in the program, along with the students who participate in the program shall sign a Non-Disclosure Agreement ('NDA') and any other Agreements and shall be bound by the said agreement.

11.3 Wherever confidential information are shared by either Parties, the same will be used by the other Party only for its intended purpose and shall hold any such information in confidence and shall not disclose such information to third parties.

12. MISCELLANEOUS PROVISIONS

12.1 This MOU shall be construed, interpreted and governed by the laws of India. Any unresolved disputes relating to this MOU shall be resolved through arbitration by appointing a sole arbitrator which will be mutually agreed between the parties and the award of the sole arbitrator shall be final and binding on the parties and the arbitration proceedings shall be conducted in accordance with the provision of the



V. Permai Kumar

Arbitration and Conciliation Act, 1996 and the proceedings shall be recorded in English and the place of arbitration shall be at Madurai and subject to the jurisdiction of the Courts at Madurai, Tamilnadu and this clause shall survive the expiry of this deed or termination of this MOU.

12.2 Additions, deletions and/or alterations to this MOU may be effected through written agreement of Parties. Documents containing such additions, deletions and/or alterations and signed by Parties and shall form addenda to this MOU, and be deemed to be part of the MOU.

12.3 The terms of this MOU are considered confidential and, except as required by law or any governmental agency, shall not be disclosed to any party other than the parties in this MOU without the express written consent of the Parties.

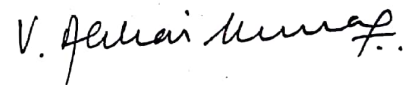
12.4 The Parties hereto agree that each Party, upon reasonable request of any of the other Parties, shall execute and deliver such additional documents and agreements, and take such further actions, as may be necessary in order to fulfill and give effect to the terms of this MOU provided that the provisions of this MOU along with its valid modifications shall override all other documents in relation to the Program.

12.5 This MOU is valid for a period of 5 years from the date of signing of the MOU. However, each Party will have the right to cancel/terminate this MOU by giving a prior written notice of 1 month without assigning any reason thereof.

12.6 This MOU is a non-exclusive arrangement between Honeywell and TCE and shall not restrict the regular activities of either Party.

12.7. That the unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

Signed on the 27th day of December, 2017 by the above mentioned PARTIES to this MOU at Madurai.



Honeywell

AGREED TO:

Honeywell Technology Solutions Lab Pvt.Ltd.

By: [Signature]

Name: SRIKANT NAGARAJ

Title: SITE LEADER

Date: 27-DEC-2017



Witnesses:

1)

2)

AGREED TO:

Thiagarajar College of Engineering

By: V. Abhai Kumar

Name: Dr. V. ABHAI KUMAR

Title: Principal

Date: 27th Dec 2017



TWINNING AGREEMENT

2017 - 2020

Between

Thiagarajar College of Engineering, Madurai, Tamil Nadu

And

Harcourt Butler Technical University (Formerly HBTI), Kanpur, Uttar Pradesh

Thiagarajar College of Engineering, Madurai, Tamil Nadu and Harcourt Butler Technical University (Formerly HBTI), Kanpur, Uttar Pradesh (hereafter the "Parties") have jointly agreed to enter this Twinning Agreement (hereafter the "Agreement") establishing the basis for their further cooperation and agree upon the following terms and conditions.

PART I


Principles

1. The Agreement develops an institutional (or departmental) relationship whereby the Parties recognize each other as Twinning Partners and the Agreement as mutually beneficial.
2. The Agreement recognizes both Parties as independent institutions.
3. The success of the Agreement is based on well-defined shared expectations, flexibility in approach and regular monitoring and evaluation of performance.

PART II

Areas of Cooperation

4. The Agreement aims to facilitate and foster collaboration between the Parties.
5. The areas of cooperation can include, subject to mutual consent, knowledge transfer, exchange of experience and long-term strategic partnerships between the Parties' Board of Governors (BoG), leadership or management, faculty or students.
6. (FOR ATUs) This General Agreement creates formal linkages between the Parties and provides a broad framework for collaborative activities. All colleges and administrative units can negotiate activities with partner institutes in Supplemental Agreements.
7. Activities or programs undertaken as part of this Agreement can include:
 - a. Reciprocal faculty, staff and student exchange programs for training and academic development
 - b. Departmental partnerships for joint research activities emphasizing applied research and technological development
 - c. Seminars, academic meetings and conferences for students and faculty to share research, discuss technological advancements and employability of students in the dynamic industrial and business environment
 - d. Industry partnerships for joint R&D, internships and placement activities


Dr. V. ABHAIKUMAR
PRINCIPAL
Thiagarajar College of Engineering
MADURAI - 625 015.


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- e. Seminars and learning forums on improving governance practices, institutional management and academic and non-academic reforms
 - f. Short-term advisory or consultancy services
 - g. Other activities as deemed mutually appropriate.
8. The Parties agree to make all reasonable efforts to promote the reputation of each other and, in particular, to promote the collaborative provisions and activities developed through the Agreement.

PART III

Implementation and Review

9. The budget, timeline and deliverables for activities and programs undertaken and the terms of mutual assistance shall be mutually discussed and agreed upon in writing by both parties prior to the initiation of any particular activity or program.
10. Clear roles and responsibilities will be articulated and assigned for each activity/program along with expected outcomes and indicators used to evaluate the progress and outcome of each activity/program in both Parties. Indicators of successful accomplishment can include the following:
 - a. Increase in research output (in terms of publications and patents)
 - b. Improvement in faculty pedagogical practices
 - c. Increase in student graduation rates
 - d. Improved Placement Index (Quality of placement & placement package)
 - e. Joint activities with industry
 - f. Enhanced support to students need
 - g. Improvement in GATE Score
 - h. Development of institutional strategic plan reviewed by external experts
 - i. Published annual report on institutional performance
 - j. Other indicators as deemed mutually appropriate.
11. An annual report describing activities, accomplishments, outputs and outcomes, implementation challenges and corrective plans, will be prepared by both parties and presented to the BoG of both institutions and to MHRD.

PART IV

Extension and Termination

12. The Agreement will remain in force for a period of three years, and may be amended/modified at any time by the written mutual consent of the Parties and in discussion with the Ministry of Human Resource and Development (MHRD) and the National Project Implementation Unit (NPIU).
13. Activities under this Agreement will be reviewed in YYYY by an external group of experts and a decision to extend, amend or terminate the Agreement will be made at that time.
14. Either party reserves the right to terminate this agreement upon the provision of written notice and after discussion with MHRD and NPIU. The Parties agree that termination action will be implemented in such a way as to avoid negatively affecting continuing and recently initiated activities.

V. Abhaikumar
Dr. V. ABHAIKUMAR
 PRINCIPAL
 Thiagarajar College of Engineering
 MADURAI - 625 015.

[Signature]

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15. In case of any dispute, the Parties shall seek to resolve these by negotiation. In the event that a dispute cannot be resolved, it shall be referred to an independent mediator on whom the Parties have mutually agreed (including NPIU and MHRD) and whose decision they agree to accept and carry out.

This Agreement shall take effect on the date of final signature indicated below and in witness whereof, the parties hereto have offered their signatures:

For Thiagarajar College of Engineering
Madurai, Tamil Nadu

V. Abhaikumar 22/7/17

Name/Designation

Dr.V.Abhaikumar

Principal

Dr. V. ABHAIKUMAR
PRINCIPAL
Thiagarajar College of Engineering
MADURAI - 625 015

Date

For Harcourt Butler Technical
University (Formerly HBTI), Kanpur
Uttar Pradesh

Mamuj Kumar Shukla

Name/Designation

Prof. Mamuj Kumar Shukla

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कानपुर-2

Date

From:

Satheesha B.Nanjappa,
Vice President, Education and Research Dept.,
Infosys Limited
Mysore-570018

Date: 09-Aug-2017

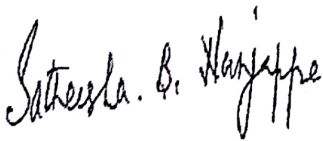
Sub: Renewal of Campus Connect Program MoU

Dear Sir,

We are pleased to inform you that your esteemed institution has met or exceeded the expectations in the Campus Connect Program partnership. In this regard, we are pleased to extend the Campus Connect Program MOU for a further period of 2 years.

We have already Sent the LOI of Campus Connect Program between Infosys Limited and Thiagarajar College of Engineering, Madurai.

With regards,



Satheesha B.Nanjappa,
Vice President, Education and Research Dept.,
Infosys Limited
Mysore-570018

INFOSYS LIMITED

CIN: L85110KA1981PLC013115

44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India

T 91 80 2852 0261

F 91 80 2852 0362

askus@infosys.com



**Bentley
Institute**



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on this day, 21st AUGUST 2018 between Thiagarajar College of Engineering (here after referred as TCE, Madurai) located at Thiruparankundram, Madurai – 625015 represented by its Principal Dr. V. Abhaikumar , of the one part,

AND

BENTLEY SYSTEMS INDIA PVT LTD, having their register office at 203, okhla industrial estate, phase III, 2nd Floor, New Delhi – 110010, India, represented by Mr. Vinayak Trivedi, Vice President, Global Head, Bentley Institute and along with our Authorized Channel partner ARK Info solutions Pvt. Ltd., having their office at Vaibhav Building, No.12, Smith Road, Off Anna Salai (Mount Road), Chennai – 600002, represented by Mr. Rajesh Kumar, Regional Head South India (Pursuant to the resolution passed by the Board of Directors of the Company dated), of the other part.

Whereas

TCE, Madurai aims to realize its objective of enhancing youth empowerment through technical education. This institute caters to various engineering disciplines, focusing on learning, industry engagement of students, innovative and inclusive pedagogy, and ethics. TCE, Madurai aims at effective transfer of knowledge, pursuit of truth and moulding the students to become ideal citizens of the country. Within a short span of time, the Institution has emerged to be one of the most preferred institutions for the engineering aspirants in Tamilnadu.

Bentley Institute is the global leader dedicated to providing architects, engineers, geospatial professionals, constructors, and owner-operators with comprehensive software solutions for sustaining infrastructure. Founded in 1984, Bentley has more than 5,000 colleagues in 50 countries, more than \$800 million in annual revenues, and since 2005 has invested more than \$1 billion in research, development, and acquisitions.

ARK Infosolutions, provides the best in class Consulting Services, Business Transformation Processes, Technology Products and Solutions in the areas of Media & Entertainment, Manufacturing, Architecture & Education to our clients. With our core beliefs in our world-class team & performance excellence, we partner with clients in bringing effective solutions to meet the inherent challenges of their critical business processes.

Objective:

The pure motto of this MOU is to provide a platform for **TCE, Madurai** graduates, who are perusing their career in the discipline of Civil / Transportation / Structural / Geotechnical / Environmental and Mechanical engineering, to get trained and acquire the desired skillset on the technologies in demand of the concerned field.

ARK Infosolutions P. Ltd is the implementation partner on Bentley Solutions, is an authorized academic Training Partner for Bentley Institute.

Bentley System is a market leader in the mentioned domain of Architecture, Engineering and Construction (AEC) and looks forward to development of skilled hands, in association with **TCE, Madurai**, on its software product family.

Bentley Institute has an academic bundle of 50+ software for students and hopes to fulfill the gap of academia and skilled required by the industry through its fulfilling partnership with **TCE, Madurai**. Bentley also aim to accomplish the following -

- a) To build Bentley Powered BIM Advancement lab at **TCE, Madurai**
- b) To conduct calendar Events to improve Industry Institute collaboration.
- c) To provide e- Learning facility for students
- d) To train the Students of **TCE, Madurai**
- e) To make Students ready to participate with Bentley Student Design Competitions.

Scope of Engagement of this MOU -->>TCE, Madurai – ARK Infosolutions - Bentley Institute

Scope of Engagement: TCE, Madurai

- BIM Advancement Lab launch at **TCE, Madurai**.
- Integrating Bentley software with course curriculum
- To work in tandem with the Bentley's industrial and domain experts to design an elective for the course of Anna University for the concerned departments of Civil/Electrical/Electronic and Mechanical Engineering
- Submission of Roaster/Details of students participating in any activities to Bentley
- To provide approximately 150+ entries for Bentley's global design competition every year from **TCE, Madurai**.
- Nominating two faculty and student ambassadors on every **TCE, Madurai** for activities organized by Bentley Institute
- Hosting annual regional faculty development program at **TCE, Madurai**
- Hosting major events in Coimbatore along with Bentley and ensuring its buzz in the region
- Students can act as Bentley Student Ambassador to bridge the gap between academic learning and the technology skills needed by industry.

Scope of Engagement: ARK Infosolutions Pvt. Ltd.

- ARK Infosolutions shall be responsible for setting up Bentley BIM Advancement Lab in the Civil department and installing / licensing Bentley Academic Subscriptions on the computers identified by the Institution for training purpose.
- ARK shall support the execution by helping in Setting up the laboratory, licensing support, Installation support and providing Basic training post the setting up of laboratory.
- Through Bentley STUDNETserver, ARK will provide Student home use licenses for all the students undertaking the training.
- ARK Infosolutions shall issue "Bentley course completion Certificate" to each of the students after completing the course successfully.
- Bentley STUDNETserver home use licenses will be providing for students on the module that they have learnt.

Scope of Engagement: Bentley Institute

- Empowering **TCE, Madurai** with Bentley solutions for setting up BIM Advancement LAB on campus
- Bentley Institute will join hand with Faculty development program for **TCE, Madurai** - once a year
- Bentley Certificate to all the training participating students.
- Virtual sessions and Webinars on topics of concern
- Engagement with Faculty Ambassador(FA) and Student Ambassador(SA) for learning and development of skillset on campus
- Bentley team will join hands with Faculty Ambassadors to add our solutions into the Academic curriculum
- Recommendation Letter to every active Student Ambassador.
- The Bentley STUDENTserver provides students with a variety of academic resources and gain access to online training
- Bentley Student Design Competition gives students an opportunity to explore the crucial and rewarding work of designing, building, operating and sustaining the world's infrastructure.

NOTICES

Any communication under this Memorandum of Understanding will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of TCE & the Other part,, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to duly given or made when delivered to the recipient such address or electronic mail address or facsimile number which is duly acknowledged:

To TCE:

To Bentley Institute:

To: ARK Infosolutions Pvt. Ltd.

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.
2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Memorandum of Understanding shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ENTRY INTO EFFECT, DURATION, TERMINATION AND EXTENSION

1. This Memorandum of Understanding will come into effect on the date of this Memorandum of Understanding and will remain in effect for a period of Five (5) academic years or until terminated by either Party with thirty (60) days written advance notice.
2. The termination of the Memorandum of Understanding shall not affect the implementation of ongoing activities / programs.
3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties mutually agreed terms and conditions.
4. That if the Parties breaches any of the terms of this MOU, the affected Party shall be at liberty to terminate the MOU and communicate the same to the other one in Writing.

ARBITRATION

That any dispute or difference arising between the parties in regard to this MOU or any matter arising there from, related thereto or connected therewith shall be resolved through arbitration by the sole arbitrator appointed by the TCE, and the award of the sole arbitrator shall be final and binding on the parties, and the arbitration proceedings shall be conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996, and the proceedings shall be recorded in English, and the place of arbitration shall be at Madurai and subject to the jurisdiction of the Courts at Madurai, Tamilnadu, and this clause shall survive the expiry of the MOU or termination of this MOU.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this Memorandum of Understanding on the date as above written.

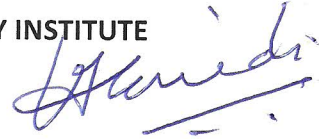
Designated Representatives

Thiagarajar College of Engineering



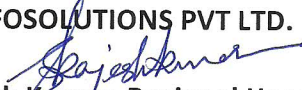
Dr. V. Abhaikumar, Principal, TCE

BENTLEY INSTITUTE



Mr. Vinayak Trivedi, VP, Global Head

ARK INFOSOLUTIONS PVT LTD.



Mr. Rajesh Kumar, Regional Head



IGI Global
701 E. Chocolate Avenue
Hershey PA 17033-1240, USA
Tel: 717.533-8845; Fax: 717.533-8661
jtravers@igi-global.com

Publisher note: Changes to the text of this form, without the written permission of IGI Global are prohibited, and will void this agreement.

APPROVED

By Jan Travers at 8:18 am, Apr 12, 2017

Contract Agreement

This Publication Agreement made this 19th day of *December 2016* between *IGI Global* ("Publisher") and **D. Jeya Mala** (individually and collectively, and jointly and severally, the "Editor"). The term "Editor" is used to indicate the person(s) responsible for all aspects of the editorial process and whose name(s) appear on the book cover and title page of the final manuscript. Editor name(s) will appear on printed book exactly as stated above with no further changes allowed. Prior to signing this binding agreement, if the form and spelling of Editor's name as written above is incorrect, upon notification by the Editor, a revised contract will be issued.

The Editor will set about preparing for publication a work on *Integrating the Internet of Things into Software Engineering Practices* (the Manuscript). Editor and Publisher desire for Publisher to publish and sell the Manuscript under the terms and conditions set forth below.

To effectuate this purpose, in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, Editor and Publisher agree as follows.

Assignment of Rights

1. Editor agrees to, and does hereby assign all rights, title and interest, including copyrights, in and to the manuscript to Publisher. When the manuscript is ready for publication, it will be published at Publisher's own expense, under the Publisher's name or any other name Publisher in its sole discretion elects.

Royalties

2. The Publisher will pay the Editor a royalty of seven percent (7%) of the gross revenue (less any discounts and credits) actually received by Publisher when sold in either print or electronic formats as a whole book. Royalties will be paid to the Editor for the first two years from the date of book publication. If the Publisher sells any overstock of the Manuscript at a price below the manufacturing costs of the Manuscript, no royalties shall be paid.

3. The Publisher will forward royalty payment by December 31 of each year for the 12-month period ending the prior June 30th. Within any royalty period, if the amount of royalties owed is less than US\$50, no payment will be issued to the Editor. Instead, Editor will receive a credit on account equal to the royalty payment owed that can be used toward the purchase of any IGI publication. The Publisher's royalty payment will be deemed the final and conclusive determinant of Editor's royalties. Editor shall be entitled to no further sales reports or information from Publisher.

Publisher will verify with Editor, the Editor's current mailing address several weeks prior to payment in December of each year. No payments will be made until the Editor responds. Editor is informed that any unpaid royalties will be kept in escrow for a period of 2 years after the final royalty period ends. After that time, Editor will have no claim to the unclaimed, earned royalties

Manuscript Delivery

4. The manuscript, in English, containing **145,000-160,000 words** (a minimum of 15 chapters), and figures, tables and charts shall be delivered by the Editor in form and content acceptable to the Publisher on or before **February 28, 2018**.

5. The Editor will provide the manuscript text in electronic format as MS Word files with separate files for each figure saved in .tif format as outlined in the provided guidelines. The Editor will also provide a pdf file by email to IGI Global of any chapters making excessive use of equations or symbols. Otherwise, hard copies are not required. The content of the manuscript will be such that the Editor and Publisher are willing to have appear in print. Editor is encouraged to include original text and figures, not previously copyrighted. Any costs incurred by the Publisher in obtaining permissions or photographs will be deducted from Editor's royalties. Publisher reserves the right to make all decisions related to setting the selling price of the publication, book cover design, page layout and all other aspects of preparing the publication as they relate to suitability to the publisher's system, procedures, and business practices.

IGI/JT

Editor initial here _____

Publisher initial here _____

Author's Warranty and Indemnity

6. The Editor warrants and represents that the portion of the Manuscript, written by the Editor, is a wholly original work of Editor; that Editor is the sole creator and owner of the above-mentioned work; that Editor has the sole and exclusive right to dispose of his/her authored work and to assign every right, including copyrights therein; that neither the Manuscript created/authored nor any part thereof is in the public domain (without Publisher's permission); that the authored portion of the Manuscript does not defame any individual or entity or is not otherwise in violation of law; that since the creation of the Manuscript, Publisher has had the exclusive right to use the Manuscript and that Editor has not granted, and will not grant, any right, license or privilege to any third party with respect to any use of the Manuscript.

The Editor further agrees to assist the Publisher in obtaining an Author Warranty and Transfer of Copyright agreement (provided by Publisher) for each manuscript accepted for the above-named book from any contributor not named on this contract. Editor is not responsible for originality of any manuscripts authored by someone other than himself. The ultimate responsibility for originality is accepted by each chapter contributor, who will be asked to sign an Author's Warranty and Transfer of Copyright agreement. Furthermore, the Publisher maintains the full right to refuse to accept any material for inclusion in this book without a completed, signed and dated Author's Warranty from each contributor. For the purpose of clarity, individual(s) named on this contract shall not sign an Author's Warranty and Transfer of Copyright since their rights and responsibilities are detailed in this binding agreement.

In order to ensure the integrity/quality of this edited book, Editor agrees to subject each submitted chapter to a double-blind review process by at least 2-3 reviewers. For the sake of clarity, Editor may not serve as one of the reviewers since they would be aware of the contributor(s) identity. At any time, the Publisher may audit the double-blind review results by asking the Editor to provide the review evaluation forms for any chapter(s) accepted for publication. In addition, Editor may not collectively author/co-author more than a total of 2 chapters in the book without the written permission of the Publisher.

7. The Editor agrees that until the publication of the manuscript, Editor will not agree to publish or furnish to any other publisher any work on the same subject that will infringe upon or adversely affect the sale of the manuscript. This refers to competing book manuscripts and does not pertain to proceedings or journal papers.

8. If there is more than one Editor and a dispute should arise between or among them, each Editor acknowledges and hereby authorizes IGI Global to take any action that it deems necessary and appropriate to insure that the Manuscript will be ready for publication according to the terms and conditions of this Agreement including, without limitation, the right to resolve editorial or other disputes, the right to designate the order in which each Editor's name shall appear, the right to delete the name of any Editor who fails to observe the terms and conditions set forth in this Agreement, and any other action deemed necessary, in the sole discretion of IGI Global, to insure that the Manuscript is published.

9. In order to maintain consistency across all IGI Global publications, Editor is required to get approval from the IGI Global editorial staff of any materials distributed in support of this project, such as the Call for Chapters, a web page dedicated to this book project, press releases, etc.

Publishing Details

10. The Publisher will have the right to edit the work for the original edition and for any revision, provided that the meaning of the text is not materially altered.

11. The Editor will read proofs, correct them, and promptly return the proof to the Publisher. The Editor shall be liable for changes made or caused to be made by him or her (other than typographical errors) for any amount that exceeds 10% of the total manuscript. These costs will be deducted from the first royalty payment to the Editor.

12. Editor is obligated to provide periodic progress reports to IGI upon completion of each scheduled deadline during the book process.

13. The Publisher will furnish 2 copies (one hard cover and one electronic access copy) of the book for personal use to the Editor without charge. (In the event of multiple editors, each will receive 2 copies (one hard cover and one electronic access copy) of the book). Additional copies for the Editor's use shall be supplied at a 40% discount from the lowest list price.

14. When the Publisher decides that the public demand for this work no longer warrants its continued manufacture in print format, the Publisher may discontinue manufacture and destroy any or all plates, books, and sheets without liability to the Editor. The book will continue to appear on Publisher's backlist as an e-book.

Miscellaneous

15. In the case of multiple Editors on a project, IGI Global can hold the editors jointly and severally liable should the editors fail to complete the project on time and according to the terms of this contract. IGI Global reserves the right to resolve all disputes between editors in order to get the final work to press.

Editor initial here _____

Publisher initial here 

16. This Agreement, whenever called upon to be construed, shall be governed by the laws of the Commonwealth of Pennsylvania.

17. The parties to this Agreement consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania, or, if applicable, the United States District Court for the Middle District of Pennsylvania, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said Courts.

18. This Agreement represents a binding contract between the parties. This Agreement supersedes all previous representations, understandings of agreements, oral or written, between the parties with respect to subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto. By virtue of Editor's signature below, Editor agrees to and understands all terms of this contract. In the event this contract is not received by the Publisher within 60 days of the date of this contract as listed in paragraph 1, the offer of this contract will be retracted by the Publisher and Publisher will retain the right to make the same offer to others.

19. Each party agrees not to disclose the terms and conditions of this agreement, including monetary information, or other information about the other party's business to any third party without the prior expressed, written consent of the other party, with any information attained as regards to this matter, to remain confidential in perpetuity.

20. If Editor r(s) fail to abide by the terms of this Publication Agreement and are unable or unwilling to provide a final manuscript to the Publisher, the Publisher retains the right to appoint another Editor as a substitute to complete the publication, and original Editor will forfeit any rights, including royalties and recognition from the book sales. Further, defaulting Editor must transfer all materials that were received as a result of the Call for Chapters issued in conjunction with this book. Also, if publication is cancelled, Editor may not have this manuscript published by another publisher without the written permission of IGI Global.

Editor Responsibilities

The Editor's responsibilities include:

- ❖ Submitting a call for chapter submissions to IGI Global for approval and distributing the approved call
- ❖ Overseeing the review of chapter proposals and submitted chapters, using eEditorial Discovery™, the IGI Global Online Book Submission System for tracking and managing the chapter review process. All submitted chapters must undergo a double-blind peer review by 2-3 anonymous reviewers.
- ❖ Working with the authors of submitted chapters in modifying and refining their chapters
- ❖ Notifying authors about rejection or acceptance of their chapters
- ❖ Writing the introduction part of the book (preface and introductory chapter content as needed) and other supporting sections of the book.
- ❖ Providing a complete listing of authors of all accepted chapters, including mailing addresses and e-mail addresses. Failure to provide the complete list may result in chapter authors not receiving proof copies of their chapters before they go to print or lead authors not receiving a complimentary copy of the book upon publication.
- ❖ Ensuring that final chapters are copyedited/proofed by the authors prior to submission and follow the IGI author guidelines. Particularly, the Editor is responsible for ensuring that all chapter references are in APA style and title/subtitles within chapters are *not* numbered.
- ❖ Ensuring that each chapter contains 8-15 highlighted index terms (guidelines are provided by the publisher in the IGI Global Guide to Edited Books).
- ❖ Securing an Author's Warranty and Transfer of Copyright (as supplied by the publisher) from all contributors who are not named on this contract. For the purpose of clarity, individual(s) named on this contract shall not sign an Author's Warranty and Transfer of Copyright since their rights and responsibilities are detailed in this binding agreement.
- ❖ Providing the entire book electronically with the text of each chapter saved in Microsoft Word format and each figure saved as a separate file in .tif format. **LaTEX files cannot be accepted by IGI Global because they are not compatible with our page layout applications.**
- ❖ Submitting, by the book due date listed in paragraph 4, the complete manuscript, including:
 - Preface (3,000-4,000 words - 7-8 pages in length)
 - Foreword (suggested, but not required). If submitted, this brief introduction should be written by an individual with expertise in the book's topic area who has not already contributed to the book.
 - Acknowledgments
 - Table of Contents
 - Hard copies of any chapters making excessive use of symbols or equations (otherwise, hard copies are not required).
 - An electronic copy of each chapter in its final form such that the chapter author and book editor agree to have appear in print. Once the final manuscript is submitted to IGI Global, no further chapter revisions will be allowed.**References within each chapter must be in APA style or the chapter will be returned to the book editor for correction.**

IGI/JT

Editor initial here _____

Publisher initial here _____

- Highlighted index terms within each chapter.
- Original or digitally signed Author Warranty and Transfer of Copyright forms from each author of each chapter.
- Biographies of 50-100 words for each author and editor

As a courtesy, the Editor will receive a proofing copy of the finished book before it goes to print. The Editor will review the galley proof and return any request for critical changes to IGI Global within 3 days of receipt of the proof. Failure to reply to IGI Global within this time frame will result in the Publisher proceeding with the book without the Editor's comments.

Editor agrees to provide IGI Global with periodic, interim status sheets within two weeks after each designated deadline.

Schedule of Deadlines

An IGI-appointed Development Editor will be contacting you throughout the development process to request progress updates and offer assistance. The dates listed below are meant as a guide to inform you of how long each step is expected to take. Note that many of these steps will be performed simultaneously. For instance some new submissions will be received by the editor(s) and assigned for peer review while other contributions are already in the revision stage. You will be free to adjust these dates to conform to your own project, however the final due date for sending the final manuscript to IGI Global will remain unchanged.

Contract Received:

December 19, 2016 (March 23, 2017)

Phase 1:

EAB* Invitation Submission: April 1, 2017
 CFC* Submission: April 5, 2017
 CFC Approval and Opening Date: April 10, 2017
 1st Proposal Submission Deadline: May 15, 2017
 2nd Proposal Submission Deadline: June 15, 2017
 Project Status Report Due to IGI Global **June 15, 2017**
 Last Call for Proposals (if needed): July 15, 2017
 Full chapter Submission: September 15, 2017

Phase 2:

Review Process: September 15, 2017 to October 30, 2017
 Review Results to Chapter Authors: November 15, 2017
 Project Status Report Due to IGI Global **November 15, 2017**

Phase 3:

Revised Chapter Submission from Chapter Authors: December 15, 2017
 Final Acceptance Notifications to Chapter Authors: December 30, 2017
 Submission of Final Chapters to Editor: January 15, 2018

Final Deadline for Sending Complete

Materials to IGI Global: February 28, 2018

* EAB indicates editorial advisory board. CFC indicates call for chapters.



Editor initial here _____

Publisher initial here _____

All information below must be completed before this contract will be signed by IGI Global. The information provided will only be used for reporting of tax-related information, permanent records of the Library of Congress and mailing you your royalty check. Birthdate must be completed; it is only used to register the book with the Library of Congress. IGI reserves the right to request the editor(s) named on this contract provide a printed copy prior to finalizing. **Editors bear the responsibility of notifying Publisher if Editor's mailing address or email address change. Failure to notify the publisher of this change may delay the processing of royalty payments.**

Whether signing manually or digitally, each person must individually sign on his/her own behalf.

JEYA MALA

DHARMALINGAM

EDITOR FIRST NAME(S): ~~D. JEYA~~ **EDITOR LAST NAME:** ~~MALA~~

(Please advise IGI Global if the above name is incorrect as written)

MAILING ADDRESS (For Royalty Payment): 5A, SENTHAMARAI STREET, LIC COLONY
SHANTHI NAGAR, MADURAI - 625 018. TAMIL NADU. INDIA

TEL: 919994836867

E-MAIL: djmcse@tce.edu, djeyamala@gmail.com

SOCIAL SECURITY NO. (US ONLY) _____ (If you are a U.S. taxpayer, you must provide this or royalties cannot be paid)

BIRTHDATE: **MONTH** (Please spell out month name) February **DAY** 03 **YY** 1974 (Need for registration with the library of congress)

SIGNATURE: D.Jeya Mala
Digitally signed by D.Jeya Mala
DN: cn=D.Jeya Mala, o=TCE, ou=MCA, email=djmcse@tce.edu, c=IN
Date: 2017.04.10 12:50:19 +05'30'

DATE: 10/04/2017

PUBLISHER: IGI GLOBAL

OFFICER: JAN TRAVERS

SIGNATURE: _____

DATE: _____

J. Travers

Digitally signed by J. Travers
DN: cn=J. Travers, o=IGI Global, ou=Director,
Intellectual Property and Contracts,
email=jtravers@igi-global.com, c=US
Date: 2017.04.12 08:21:31 -04'00'

After adhering the final signature of this document by IGI Global, a counter-signed copy will be sent by e-mail to each Editor named on this proposed publication. *By signing this contract, you agree to receive email from IGI Global.*

Editor initial here _____

IGI/JT
Publisher initial here _____



MEMORANDUM OF UNDERSTANDING

BETWEEN

MULTIMEDIA UNIVERSITY (MMU)

AND

THIAGARAJAR COLLEGE OF ENGINEERING (TCE)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this day of 2016.

BETWEEN

UNIVER

SITI TELEKOM SDN BHD (COMPANY NO. 436821-T), having its registered office at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur [as the registered owner of Multimedia University (Registration No. KP/JPS/DFT/US/B01), a private university registered under the Private Higher Educational Institution Act 1996 (Act 555) and having its business address at Jalan Multimedia, 63100 Cyberjaya, Selangor Darul Ehsan and Jalan Ayer Keroh Lama, 75450 Bukit Beruang, Melaka (hereinafter referred as “MMU”) represented by Prof. Dr. Ahmad Rafi Mohamed Eshaq, President of Multimedia University of the first part.

AND

THIAGARAJAR COLLEGE OF ENGINEERING (TCE), Madurai, an ISO 9001:2008 certified Institution affiliated to Anna University is one among the several educational and philanthropic institutions founded by Philanthropist and Industrialist Late. Shri. Karumuttu Thiagarajan Chettiar. Thiagarajar College of Engineering situated at Thiruparamkundram, Madurai - 625015 represented by Shri.T.Kannan, Chairman & correspondent ,S/o. Shri. Karumuttu Thiagarajan Chettiar, aged 62 years, residing at Thiagarajar Mills premises, Kappalur, Madurai – 625008, of the other part.

MMU and TCE.... hereinafter may be referred to as the “Party” or the “Parties”.

WHEREAS

1. MMU is a university with three campuses (Cyberjaya, Melaka and Nusajaya) in Malaysia and provides university-level education and training in the areas of multimedia technology, engineering, information technology, general arts and sciences, and business management.

2. TCE is an autonomous institution located in Madurai, Tamil Nadu, India. It is affiliated to Anna University, Chennai. It is one of several educational and philanthropic institutions founded by philanthropist and industrialist Late. Shri Karumuttu Thiagarajan Chettiar. TCE was established in 1957. TCE is funded by Central & State Governments and Management. The courses offered in TCE are approved by the All India Council for Technical Education, New Delhi. It was granted Autonomy in the year 1987. TCE has been accredited by the National Board of Accreditation. TCE offers Eight Undergraduate Programmes, Thirteen Postgraduate Programmes and Doctoral Programmes in Engineering, Science and Architecture.
3. The Parties now wish to enter into a series of discussions for the mutual benefit of both Parties, and for purposes more particularly set forth herein.

THE PARTIES HAVE REACHED AN UNDERSTANDING as follows:

ARTICLE 1

OBJECTIVE

The Parties, subject to the terms of this Memorandum of Understanding and the laws, rules, regulations and national policies from time to time in force, will endeavour to strengthen, promote and develop co-operation between the Parties on the basis of equality and mutual benefit.

ARTICLE 2

AREAS OF CO-OPERATION

1. Each Party will subject to the laws, rules, regulations and national policies from time to time in force, endeavor to take necessary steps to encourage and promote co-operation in the following areas:
 - (a) Joint Publications - Journal and Conference papers ;
 - (b) Joint Research Collaboration between MMU and TCE
 - (c) Knowledge sharing workshop sessions or conference events between MMU and TCE;
 - (d) Student workshop sessions or conference events between MMU and TCE;
 - (e) Student Exchange programme especially for Postgraduate Student (Master/PhD) between MMU and TCE; and

- (f) Any other areas of co-operation to be mutually agreed upon by the Parties.
2. For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1 above, this Memorandum of Understanding will be superseded by a legally binding agreement subject to terms and conditions as mutually agreed upon by the Parties.

ARTICLE 3

FINANCIAL ARRANGEMENTS

This Memorandum of Understanding will not give rise to any financial obligation by one Party to other.

ARTICLE 4

APPOINTMENT OF PROJECT COORDINATOR

1. The Parties shall appoint at least one (1) individual who shall serve as their authorized representative and act as the liaison for any reporting and communication in respect of all matters arising pursuant to this Memorandum of Understanding.
2. The said authorized individual shall for the purpose of this Memorandum of Understanding be referred to as the "Project Coordinator(s)" as specified in **Appendix A** of this Memorandum of Understanding.
3. There shall be established a Project Management Committee (hereinafter referred to as the "Committee(s)" whose members shall be at least three (3) representative from each Party. Details and contact information of the Project Coordinator(s) and name of the Committee(s) as set out in **Appendix A** of this Memorandum of Understanding.
4. The Committee shall be responsible to monitor any activity/program will be implemented as agreed upon in a separate written agreement.

ARTICLE 5

NOTICES

Any communication under this Memorandum of Understanding will be in writing in English language and delivered by registered mail to the address or sent to the electronic mail address or facsimile number of MMU and TCE, as the case may be, shown below or to such other address or electronic mail address or facsimile number as either Party may have notified the sender and shall, unless otherwise provided herein, be deemed to duly given or made when delivered to the recipient such address or electronic mail address or facsimile number which is duly acknowledged:

To MMU:

Assoc. Prof. Dr. Lau Siong Hoe
Dean, Faculty of Information Science &
Technology (FIST)
Multimedia University
Jalan Ayer Keroh Lama
75450, Melaka
Office: +606- 2523485
e-mail:lau.siong.hoe@mmu.edu.my

To TCE:

Assoc. Professor. Dr. S. Mercy Shalinie,
Head of the Department,
Department of Computer Science and
Engineering,
Thiagarajar College of Engineering,
Madurai 625015, India
Office: +91 452 2482240 (501)
e-mail:hodcse@tce.edu

ARTICLE 6

PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

1. The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules and regulations of the Parties and with other international agreements signed by both Parties.
2. The use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
3. Any intellectual property rights created, developed, acquired or owned prior to the commencement of this Memorandum of Understanding shall belong to the respective owner.
4. Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - (i) jointly by the Parties or research results obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon.
 - (ii) solely and separately by the Party or the research results obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

ARTICLE 7

CONFIDENTIALITY

1. Each Party shall undertake to observe the confidentiality and secrecy of documents, information and other data received from or supplied to, the other Party during the period of the implementation of this Memorandum of Understanding or any other agreements made pursuant to this Memorandum of Understanding.

2. For purposes of paragraph 1 above, such documents, information and data include any document, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the Receiving Party) prior to, or after, the execution of this Memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designated in writing to be confidential or by its nature intended to be for the knowledge of the Receiving Party or if orally given, is given in the circumstances of confidence.
3. Both Parties agree that the provisions of this Memorandum of Understanding shall continue to be binding between the Parties notwithstanding the termination of this Memorandum of Understanding.

ARTICLE 8

SETTLEMENT OF DISPUTES AND GOVERNING LAW

1. Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels.
2. This Memorandum of Understanding shall be governed by and construed in accordance with the International Laws and Parties agreed to submit to International Arbitration and the Arbitration venue being at Singapore and the proceedings shall be recorded in English and this clause shall survive the expiry / termination of this MOU.

ARTICLE 9

NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

ARTICLE 10

ENTRY INTO EFFECT, DURATION, TERMINATION AND EXTENSION

1. This Memorandum of Understanding will come into effect on the date of this Memorandum of Understanding and will remain in effect for a period of **Five (5)** years or until terminated by either Party with thirty (30) days written notice.
2. The termination of the Memorandum of Understanding shall not affect the implementation of ongoing activities / programs.
3. This Memorandum of Understanding may be extended for a further period as may be agreed in writing by the Parties.
4. That if the Parties breaches any of the terms of this MOU, the affected Party shall be at liberty to terminate the MOU and communicate the same to the other one in writing.

ARTICLE 11

EFFECT OF MEMORANDUM OF UNDERSTANDING

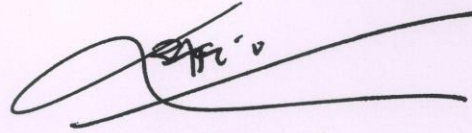
Save for the clause on “**confidentiality**”, “**intellectual property**” and “**entry into effect, duration, termination and extension**” and “**settlement of dispute**”, this Memorandum of Understanding serves only as a record of the Parties’ intentions and does not constitute or create, and is not intended to constitute or create, obligations under domestic or international law and will not give rise to any legal process and will not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

[the rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective organisations, sign this Memorandum of Understanding on the date as above written.

Signed by
For and on behalf of
MMU

]
]
]



Prof. Dr. Ahmad Rafi Mohamed Eshaq
President of Multimedia University

In the presence of



Prof. Dr. Heng Swee Huay
Vice President Research & Development

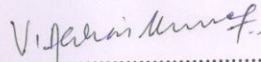
Signed by
For and on behalf of
TCE

]
]
]



Shri. Karumuttu T. Kannan,
Chairman and Correspondent

In the presence of



Dr. V. Abhai Kumar,
Principal Thiagarajar College of Engineering

APPENDIX A

PROJECT COORDINATOR AND PROJECT MANAGEMENT COMMITTEE

Project Coordinator : Assoc. Prof. Dr. Kalaiarasi Sonai Muthu and Assoc. Prof. Dr. C. Deisy.

Steering Committee

MMU:-

1. Assoc. Prof. Dr. Kalaiarasi Sonai Muthu
2. Mr. Jaya Kumar Krishnan
3. Dr. Afizan bin Azman

TCE:-

1. Assoc. Prof. Dr. C. Deisy
2. Asst. Prof. B. Subbulakshmi
3. Asst. Prof. A.M.Rajeswari

Memorandum of Understanding

This Memorandum of Understanding (this "MOU") is made and executed on this 2nd May 2017, at Thiagarajar College of Engineering, Madurai.

BY AND BETWEEN

Centre for Development of Advanced Computing, an autonomous Scientific Society of the Ministry of Electronics and Information Technology, Government of India, registered under the Societies' Registration Act, 1860 and the Bombay Public Trust Act of 1950, having its registered Office in the Campus of University of Pune, Pune 411007, (hereinafter referred to as "C-DAC", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

....PARTY OF THE FIRST PART

And

Thiagarajar College of Engineering, Madurai – 625 015, Tamil Nadu, established in 1957 and affiliated to Anna University, represented by its Chairman, (hereinafter referred to as TCE which expression shall, unless repugnant to context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be).

...PARTY OF THE SECOND PART

TCE is a premier institution in Tamil Nadu with International standards. Thiagarajar College of Engineering (TCE), Madurai, an ISO 9001:2008 certified Institution affiliated to Anna University is one among the several educational and philanthropic institutions founded by Philanthropist and Industrialist Late. Shri.KarumuttuThiagarajanChettiar.

TCE is funded by Central & State Governments and Management. The courses offered in TCE are approved by the All India Council for Technical Education, New Delhi. It was granted Autonomy in the year 1987. TCE has been accredited by the National Board of



Accreditation. TCE offers Eight Undergraduate Programmes, Thirteen Postgraduate Programmes and Doctoral Programmes in Engineering, Science and Architecture.

Hereinafter collectively referred as “Parties” and individually “Party”.

Whereas

C-DAC is set up to emerge as a premier R&D institution for the design, development and deployment of electronic and ICT technologies and applications for socio economic advancement with the mission of expanding the frontiers of Information and Communication Technologies, evolving technology solutions, architectures, systems and standards for nationally important problems, achieving rapid and effective spread of knowledge by overcoming language barriers through application of technologies, sharing experience and know-how to help build advanced competence in the field of Information Technology, bringing benefits of Information Technology to society, and utilizing the Intellectual Property generated by converting it to business opportunities.

C-DAC has been engaged in multiple areas of ICTE, more specifically in the areas of High Performance Computing, Big Data Analytics, Cloud and Grid Computing and their applications; Multi-lingual computing and its applications; Professional Electronics and its applications; Software Technologies including turnkey solutions related to Governance, Processes, Societal Applications, Telecom, Finance, Power, Health etc.; Cyber Security including data security and cyber forensics, and in Education and Training pertaining to high end computing.

Whereas

TCE involves in depth knowledge and understanding of the latest technology domain, Analyze and solve problems conceptually and practically from diverse industries such as manufacturing, retail, software, Telecom, Agricultural, healthcare and urban development.

The Department of Information Technology offers B.Tech (Information Technology) Programme since 1999 and M.E (Computer Science and Information Security) since 2014. It is supported by well experienced and qualified faculty members, focuses on imparting practical and project based training to student through outcome based curriculum. It has



different special interest groups such as Information Security, Data Engineering, Mobile, Software Engineering and Distributed Systems. These groups work on promoting research and development activities. It has sponsored research projects and consultancy projects supported by funding organizations like UGC and AICTE. The Information Technology department made rapid strides in academic performance, infrastructure development, employability of its graduates, staff welfare, service to the society, strengthening its industry institution interaction and research work.

As a result of the interaction between C-DAC and TCE at various levels, both C-DAC and TCE have agreed to work jointly in the areas of common interest.

Now therefore both the Parties hereto agree to enter into the Memorandum of Understanding on the following terms and conditions.

1. PURPOSE / SCOPE:

The scope of the proposal is to bring awareness on open source tools and techniques to leverage opportunities developed in Big Data Analytics and its Management to keep pace with current IT industry trends. The users from partner academic and research institutions will gain exposure to Distributed Computing environment, utilize the open source tools and techniques for their academic research and development activities. This MOU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto in following terms and conditions.

- To collaborate and to jointly work on research projects in the areas of ICT.
- To utilize software resources for regular lab activities, trainings and research work @ Data Analytics Laboratory.
- To organize various training, STTP programs for the students and the faculty members in the "Latest Trends and Technological paradigms".
- To formulate research based certification programs with the aim of supporting and gaining research oriented programming in the field of big data, e-governance, medical informatics, and analytics.



2. ROLES AND RESPONSIBILITIES OF C-DAC:

This MOU being a broad base for operational methodology, operations could be brought under its purview with specifically drawn up agreements on case-to-case basis.

Having built competency in the software areas by C-DAC Chennai and the innovation ecosystem, integrating research and innovation processes activities of TCE, both the parties found that it would provide an opportunity for both the organizations to collaborate and work, complementing each other's strengths. With this realization, TCE and C-DAC Chennai agree to work jointly to, for the following goals,

- a) To collaborate and work on joint projects in the areas of Information Technology such as Open Source Software Development, Language Technology, etc.
- b) To formulate short term course on "Latest Technology like Cloud, Big Data Analytics etc."
- c) To compile the text and study materials for the aforesaid course.
- d) C-DAC Chennai to conduct a "Training program in latest Technology" for the students of Thiagarajar College of Engineering, Madurai twice in a year.
- e) To provide participation certificate, examination grade certificate and these certificates would hold C-DAC's name.
- f) To provide 6-month internship to PG students in C-DAC Chennai premises on C-DAC terms and conditions subject to availability.

3. ROLES AND RESPONSIBILITIES OF TCE, Madurai:

- a) To implement and execute the program and course, involves itself, to provide required entire co-operation, infrastructure – hardware and networking.

4. JOINT RESPONSIBILITIES OF C-DAC AND TCE:

- a) Identify areas and activities for joint collaborative works.
- b) Nominate Coordinators as nodal contacts to represent the parties and promote interface so as to plan, implement, monitor and review the schedules of various activities from time-to-time.
- c) Draw the attention of the top management in case of any interface or operational problems.



- d) Ensure the safety of the personnel and material whenever placed at either end by the other party.
- e) Not use/sell/license/rent technologies/resources/material/solutions of either parties to/for any third party without prior written mutual consent of the other party.
- f) Both Parties assure and acknowledge that, it has right/authority to enter into this MOU.
- g) All attempts will be made to ensure that developments and projects are accomplished to a very high degree of quality, with parsimony of time. Both parties shall especially ensure that each party shall complete its tasks correctly in time where work of other party is dependent upon timely and correct completion of its work.

5. FINANCIAL ASPECTS:

Applicable as on separate mutual written agreement executed between both parties on case to case basis.

6. COMMUNICATION:

Any 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 E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents

Nodal contacts are:

Contacting Person for TCE, Madurai:

The Principal, Thiagarajar College of Engineering, Madurai.

Contacting Person for C-DAC:

The Director, C-DAC, Chennai

7. CONFIDENTIALITY AND NONDISCLOSURE:

Any software/hardware material, product specifications, designs, financial information, documents, training material, courseware, syllabus, schedule etc. 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. The material shall be treated as



confidential for a minimum period of two years after this MOU comes to an end or as agreed from time to time in writing.

In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential Information only to the extent that is legally required of it and no further.

8. INTELLECTUAL PROPERTY RIGHTS:

Any and All intellectual property created solely in relation to or arising out of this MoU, by C-DAC during the validity of MOU, or prior to the MOU, or after the termination of MOU shall be under the sole and exclusive ownership of C-DAC. Ownership of any and all intellectual property created / developed through collaborations under this MOU will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case- to -case basis prior to starting of work.

9. EFFECTIVE DATE AND VALIDITY:

- a) This MOU shall be valid for a period of two years from the date of signing of the MOU.
- b) The validity of the MOU may be extended by mutual agreement in writing and signed by both the parties.
- c) This MOU may be terminated by either party by giving 30 days prior notice in writing to other party through Registered A D /speed Post AD.

10. DISPUTE RESOLUTION AND ARBITRATION:

In case any dispute/claim arises between the Parties with respect to the MOU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MOU by one Party hereto has been legitimate, both Parties hereto shall



endeavorto 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 mutually by C-DAC and TCE, in case the Parties agree upon one, or in absence of such mutual consent, by referring to the Arbitration tribunal consisting of three arbitrators out of which, two Arbitrators appointed by each parties and both the Arbitrator will appoint one arbitrator and Arbitration proceedings will be conducted by the bench of three Arbitrators. 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 or as directed by Arbitrator. 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.

11. GOVERNING LAW:

This MOU shall be governed by and interpreted in accordance with the laws of India.

12. FORCE MAJEURE:

Neither party to this MOU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MOU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of Workmen, material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action etc.

13. NOTICES:

Any notices to be given hereunder except for termination, shall be given by either party to the other may be effected either by personal delivery in writing or by fax with a second copy sent by airmail, registered or certified, postage prepaid with return receipt



requested, or by recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

14. INDEMNIFICATION:

Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) there from or any incidental matter or in any way arising therefrom.

15. 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.

16. 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.

17. 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.



18. LIMITATION OF LIABILITY:

In no event will C-DAC or TCE be liable to the other party 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, if the same is without mensrea.

19. MODIFICATION:

No modification to this MOU, will be effective unless agreed to in writing by both Parties and duly signed by the authorised signatories of the Parties.

20. NO PARTNERSHIP:

Nothing in this MOU shall be deemed to either 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.

22. 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.

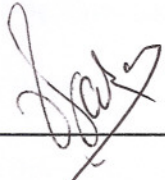
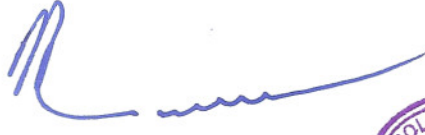

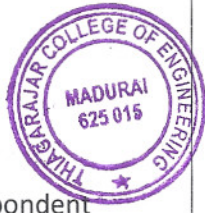
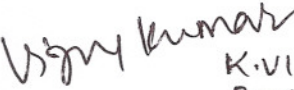


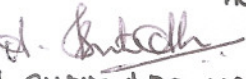

23. ENTIRE MOU:

This MOU, sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

This MoU is being executed in two counterparts and each of which is deemed to be an original and both together shall constitute one and the same contract.



In witness where of the parties hereto have signed this MOU on the day, month and year mentioned herein before.

For and on behalf of C-DAC	For and on behalf of TCE
 Name : Mr. L. R. Prakash Designation : Director, C-DAC, Chennai	 Name : Mr. Karumuthu T. Kannan Designation : Chairman & Correspondent TCE, Madurai
	
In presence of	In presence of
1.  K. VIJAY KUMAR PRINCIPAL ENGINEER	1.  [DR. S. MUTHURAMALINGAM] HODIT.
2.  SOLAI MUTHUMAN V SENIOR ENGINEER	2.  [A. SHEIKS ABDULLAH]  [DR. R. SUGANYA]



தமிழ்நாடு தமிழ்நாடு TAMILNADU

984 Tvs motor Company
19/6/2010

100 S 360918

G. SIVAKUMMAR

Stamp No.

LIC No: 14508/B1/92

11, 4th Street, Jayalakshmiapuram
Nungambakkam, Chennai-600 034.
Mobile : 9381004109

MEMORANDUM OF UNDERSTANDING ENTERED AT MADURAI

ON THE 24TH DAY OF JUNE 2010

BETWEEN

THIAGARAJAR COLLEGE OF ENGINEERING, MADURAI, an educational institution established in the year 1957 and having its office at Thiruparankundrum, Madurai, Tamilnadu - 625015, (hereinafter referred to as TCE).

AND

TVS MOTOR COMPANY LTD., a company incorporated under the Companies Act, 1956 having its registered office at Jayalakshmi Estates, No.29, Haddows Road, Chennai - 600 006, (hereinafter referred to as TVSM).

Reddishshuman

V. Arun Kumar

The term TCE or TVSM shall wherever they occur, mean and include all their legal representatives, assigns, successors, group companies, holding companies, affiliates, etc.

WHEREAS TCE, a renowned educational institution in Tamil Nadu affiliated to Anna University and an institution duly approved by All India Council for Technical Education (AICTE), has been offering seven undergraduate, thirteen post graduate and Doctoral programs in Engineering, Science and Architectural disciplines.

WHEREAS TVSM, is a flagship company of TVS Group of Companies in India, engaged in the manufacture and marketing of powered two wheelers, powered three wheelers, spares, accessories, seating systems, die-cast parts, plastic and rubber parts etc.

WHEREAS TVSM and TCE, are jointly desirous of developing a industry supported program under Bachelor of Mechanical engineering course and offer the same to deserving students.

TVSM and TCE have discussed with each other on several occasions and agreed to jointly work with each other on such terms and conditions mutually agreed upon in respect of offering designated program under Bachelor of Mechanical engineering course at TCE's venue.

This Memorandum of Understanding (MoU) between TCE and TVSM is signed with the objective of fostering resource development between the two institutions to promote academic and technological interactions.

1. TCE would offer, Bachelor of Mechanical Engineering course (hereinafter referred to as "course") as approved by All India Council for Technical Education (AICTE) or any other recognized body established by law, so as to meet the human resources development needs of TVSM. Whereas the students who are selected for the course may opt for this program.
2. The selection of students, from among the students so opted for the program will be by a Panel of Selectors. The students' selection panel will comprise the representatives of TVSM and TCE. The selection criteria, process methodology, conditions for allotment of seats, selection mode, method, or any other matters not specified herein but are concerned with the course, curriculum, etc will be decided by the Panel of Selectors.
3. Evaluation of the academic course and internship will be on a continuous basis throughout the course as per the autonomous scheme of TCE, and will be done by team comprising of representatives from TVSM also. The course will involve review of current curriculum, teaching/learning process, as well as evaluation process. TVSM and TCE will have to devote considerable amount of time and put necessary efforts in this regard so as to make the course to be meaningful for achieving the desired results/purpose.
4. The expenses for completing the course right from the time of admission to the course till the completion of course within the normal academic duration, such as admission fee, tuition fee, expenses for student's boarding and lodging, books and periodicals, examination fee, etc will be met by the students. However, to enable the deserving students to pursue the course, TVSM is desirous of providing such finance facility or arranging education loan to the eligible students on such terms and conditions applicable for the

am
34.

scheme. The Maximum cost to be incurred shall be mutually discussed and finalized between TVSM and TCE well in advance.

5. TVSM will provide industry internship program to the students as part of the course, supported by maximum of two faculty members of TCE. In this regard, the expenses such as travel, boarding and lodging, etc required for maximum of two TCE's faculty members deputed for the internship program who accompany the students of the course, will be borne by TVSM. The maximum cost shall be mutually discussed and finalized between TVSM and TCE.
6. The Panel of Selectors can be the co-ordination committee. The committee will plan, coordinate and monitor the academic course as well as all related operational matters within the framework of academic regulations of TCE and the objectives of this MoU.
7. It is agreed that this is a broad and in-principle understanding between TVSM and TCE. The rights, interests, obligations of both parties will be reduced in writing only upon mutual consent of TVSM and TCE under respective indenture of agreement / Contract. Unless the indenture of contract /agreement reduced in writing is duly signed between the parties herein, nothing shall be construed to give any rights or obligation against each other.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS ON THE 24TH DAY OF JUNE 2010 AT MADURAI.

For THIAGARAJAR COLLEGE OF ENGINEERING

V. Abhai Kumar

**Dr. V. ABHAI KUMAR
PRINCIPAL**

In the presence of

[Signature]
.....
For TVS MOTOR COMPANY LTD

K.N. Radhakrishnan

**K.N.RADHAKRISHNAN
PRESIDENT AND CEO**

In the presence of

[Signature]
.....

THIAGARAJAR COLLEGE OF ENGINEERING, MADURAI-625 015

(A Govt. Aided ISO 9001-2000 Certified, Autonomous Institution affiliated to Anna University)

S.T.NO: AAATT5417GST001**PAN : AAATT5417G**

NO:A/2016/4

Date:30/12/2016

DEBIT NOTE

M/S. Honeywell Technology Solution Lab.Pvt.Ltd.,
Thiagarajar Advanced Research Centre,
Thiagarajar College of Engineering Campus,
Madurai-625 015.

Description	Qty	UoM	Amount Rs.
HSL (Phase 1 Lab Device Requirements) - TCE	1	LOT	1,62,390.00
Total		...	1,62,390.00

(Rupees One lakh sixty two thousand three hundred and ninety only)

[Signature]
30/12/16
For Principal.



To

The Principal,

Thiagarajar College of Engineering,
Madurai - 15

Sir,

Sub: Invoice request - Reg;

Kindly Arrange me to provide
Invoice for the following Purchase
order to establish TCE-HONEYWELL IoT
Experience Lab.

Purchase order NO: 4500193364

Amount : RS 1,62,390 /-


for Honeywell Technology Solutions Lab Pvt. Ltd

Thank you

Yours Truly



(S. MUTHURAMALINGAM)
Asso prof IT, TCE

yes

20/12/16
Principal (C/C)

PURCHASE ORDER

Registered Office:

Honeywell Technology solutions Lab Pvt. Ltd.

CIN: U72200KA1994FTC016379

151/1,, Bannerghatta Road,

Doraisanipalya,

Bangalore - 560226

Karnataka, India

Buyer: Sivasankaran

Email: Sivasankaran.Rajasckaran@Honeywell.com

Tel: 080-26588360

Purchase Order No: 4500193364

Date: 14-OCT-16

Revision No: 0

Vendor Details:

Vendor ID:1001907

Thiagarajar College of Engineering

CAMPUS Thirupparankundram

Madurai - 625015

Tamil Nadu,India

Email: principal@tce.edu

Quotation Details: As per quote attached

Ship To:

Honeywell Technology solutions Lab Pvt. Ltd.

, Madurai - TCE

Thiagarajar Coll of Engg Campus

Thiruparamkundram

Madurai - 625015

Tamil Nadu, India

Tel: 080-26588360

Fax: 080-26484112

Deliver To:

Bill To:

Honeywell Technology solutions Lab Pvt. Ltd.

Thiagarajar College of Engg Campus,

Thirupparam Kunram Panchyat,

Madurai -625015

Tamil Nadu ,India

Tax Details:

LST/VAT Registration No:33456231900

Service Tax No:AACH4151JST002

Deliver To:

We are pleased to place our order for the following items. Supply should be strictly in accordance with the prices, taxes & terms and conditions of this purchase Order and attachments hereto, which forms part of this order.

Payment terms:-100%0 Days Net

Inco Terms:- DDP At HTS Shipping address

Sr. No.	Vendor Mat No	Item Description	Contract No	Delivery Date	SC	Quantity	UoM	Unit price (INR)	Item Total (INR)
10		HSL (Phase-1 Lab Device Requirements) -TCE		31.10.2016		1.00	LOT	162,390.00	162,390.00

Original Invoices must be sent to Mail room address shown below and scan copy of the same should be mailed to HTS.Images@Honeywell.com

HTS Central Scanning Room

151/1, Doraisanipalya,

Bannerghatta Road

Bangalore 560076.

Net order Value In INR	162,390.00
Delivery / Packaging Charges	0.00
Total Tax Amount	0.00
Grand Total In INR	162,390.00

Shipping Instructions:

Special conditions:

Remarks:

Warranty details:

Grand Total in words:ONE LAKH SIXTY TWO THOUSAND THREE HUNDRED NINETY Rupees

AGREEMENT FOR CONDUCTING CAD TRAINING & CERTIFICATIONS

Between
Thiagarajar College of Engineering
And
GADS

This agreement is made on 14/8/2014 between **Thiagarajar College of Engineering** and **GADS**.

Thiagarajar College of Engineering is a leading Technical Educational Institution in **Madurai** region offering various UG and PG degree program approved by AICTE and accredited by NBA. Herein after referred as **"INSTITUTE"**.

And

GADS having its office at **83, First Floor, Pasupathy Nagar, P&T Nagar Main Road, Madurai-625017**. **GADS** specializes in conducting training on various **Autodesk** Software's. **GADS** is the **Authorized Training and Certification Centre for Autodesk**. Herein after referred as **Training Centre**.

1. Now therefore both the parties hereby agree as follows:

- 1.1 TRAINING CENTRE** will conduct **Autodesk AutoCAD, Autodesk AutoCAD Electrical and Autodesk Revit MEP** courses for students of **INSTITUTE** at Institute's premise by providing specialized Faculty.
- 1.2 Both parties** will work toward creating better awareness and protection of CAD Software for better employability of participants at **INSTITUTE**.
- 1.3 TRAINING CENTRE** in consultation with **INSTITUTE** will create and refine Courses as per current CAD Software program and industry demand and accreditation requirement.
- 1.4** Course fee & reimbursement will be as per **ANNEXURE - I**
- 1.5** Autodesk AutoCAD / 40 hrs / curriculum will be as per **ANNEXURE - II**
- 1.6** Autodesk AutoCAD Electrical / 40 hrs / curriculum will be as per **ANNEXURE - III**
- 1.7** Autodesk Revit MEP / 60 hrs / curriculum will be as per **ANNEXURE - IV**



Director
GADS





Chairman
Thiagarajar College of Engineering

No.83, 1st Floor, Pasupathy Nagar, Thabalthanthi Nagar Main Road, Madurai-625 017.

Website: www.gadsindia.com Email: director@gadsindia.com

Desk: 0452-2641060/4313731.



2. Responsibility of Training Centre

2.1 Provide Faculty with requisite knowledge and experience in teaching the CAD Courses.
TRAINING CENTRE will ensure substitute faculty of similar specialization, as per requirements.

2.2 **TRAINING CENTRE** will conduct Autodesk Online Certification for the students as part of the training program.

3. Responsibility of the Institute

3.1 Provide requisite infrastructure to conduct course, including but not limited to, classrooms, Computer Hardware/Software, Computer Projector, black / white board, power, power backup, other utilities, etc.

3.2 **INSTITUTE** will register students in Course by adequate information to all relevant engineering streams.

3.3 **INSTITUTE** will collect the course fee or any other fee pursuant to this Agreement from participating students in advance. **INSTITUTE** will facilitate the collection of fees on behalf of Students.

3.4 Reimburse fee & taxes as applicable to **TRAINING CENTRE** as per agreed terms.

3.5 Ensure that all the participating students attend Course Classes as per schedule and all Required infrastructure is made available for uninterrupted classes.

3.6 Institute would ensure that all students are regular in attendance and irregular students Need to dropout / rescheduled in next batch without any reimbursement of fees.

3.7 The **TRAINING CENTRE** may be designated as Autodesk Authorized Training.

4. Duration for This Agreement

4.1 The duration of this Agreement shall be for a period of **3 years** from the date of signing and If not renewed or amended in writing the same shall be considered as expired and/or terminated.


Director
GADS





Chairman
Thiagarajar College of Engineering

No.83, 1st Floor, Pasupathy Nagar, Thabalthanthi Nagar Main Road, Madurai-625 017.
Website: www.gadsindia.com Email: director@gadsindia.com
Desk: 0452-2641060/4313731.



5. Termination

- 5.1 This agreement shall take effect immediately on the execution of these presents. This agreement can be terminated by any party by a written letter giving one (1) month notice period.
- 5.2 Upon expiry of the notice period this agreement will be terminated & both the parties will settle their accounts within one month of termination of this agreement.
- 5.3 Any notice request or other communication required or permitted to be given or made under this agreement to **INSTITUTE** or **TRAINING CENTER** shall be in writing. Such notice or request shall have been given or made when it shall have been delivered by hand, airmail with a copy by facsimile, to the party to which it is addressed at such party's address specified below or at such other address as such party shall have designed by notice to the party for giving such notice or making such request:

THIAGARAJAR COLLEGE OF ENGINEERING ,
Thiruparankundram ,
Madurai-625 015

M/s GADS
83, First floor , Pasupathy Nagar, P&T Nagar Main
road, Madurai-625 017

5.4 Except as otherwise specifically provided here in this agreement, shall bind and inure to the benefit of each party's successors & permitted assigns.

5.5 The parties hereto acting themselves or through representatives duly authorized, have caused this agreement to be signed in their respective names as of the day & year written above.

Signature:



1. _____
(Karumuttu T. Kannan , Chairman ,Thiagarajar College of Engineering)



2. _____
(Gnanaraj. S , Director , GADS)



No.83, 1st Floor, Pasupathy Nagar, Thabalthanthi Nagar Main Road, Madurai-625 017.

Website: www.gadsindia.com Email: director@gadsindia.com

Desk: 0452-2641060/4313731.

ANNEXURE I


S.no	COURSES	DURATION IN (Hrs.)	Special Training Fees (Rs.)	Online Exam Fees (USD)
1.	Autodesk AutoCAD	40	1500	38\$+ 12.36% Tax
2.	Autodesk AutoCAD Electrical	40	1500	-
3.	Autodesk Revit MEP	60	2000	-

Terms and Conditions:

1. 50 % of fees will pay commencement of course another 50 % of fees will pay before end of the course.
2. Mode of Payment Cash or Cheque in favour of GADS.




Director
GADS


Chairman
Thiagarajar College of Engineering



No.83, 1st Floor, Pasupathy Nagar, Thabalthanthi Nagar Main Road, Madurai-625 017.
Website: www.gadsindia.com Email: director@gadsindia.com
Desk: 0452-2641060/4313731.

ANNEXURE II	
AUTOCAD SYLLABUS	
Session 1	TAKING THE AUTOCAD TOUR – AUTO DESK INTRODUCTION Navigating the Working, Environment, Working with Files, Displaying Objects CREATING BASIC DRAWINGS Inputting Data, Creating Basic Objects, Using object snaps & Object snap Tracking, Using polar Tracking & Polar Snap, Working with Units, Using Function Keys
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Session 10	DRAWING OBJECTS - Multiline, Revision Clouds, Wipeouts, Boundaries, Regions MANIPULATING OBJECTS AND DATA Using Quick Select, Purging Objects, Point, Dividing and Measuring Objects, Geometry Calculator

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Session 11	Practice
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Session 14	WORKING WITH BLOCKS AND ATTRIBUTES Creating Blocks with Attributes, Edit and Extract Attributes DYNAMIC BLOCKS Using Dynamic Blocks, Defining Parameters & Actions, Creating Dynamic Blocks
Session 15	Practice
Session 16	LAYER MANAGER AND BEST PRACTICES Layer Filter, Layer States Manager, Layer Standards
Session 17 & 18	LAYOUTS AND VIEWS Creating Layouts, Modifying Layouts and Using page Setups, Creating Layout Viewports, Working with Layout Viewports, Controlling Objects Visibility in Layout Viewports, Controlling Annotation Scales in Viewports
Session 19	PLOTTING Plotter Configuration Files, Plot Styles Tables, Publishing Drawings INTRODUCTION TO SHEET SETS - Creating & Working with sheet Sets, Setting Sheet Set Properties, Using Fields/Attributes in Sheet Sets, Publishing, Transmitting, & Archiving Sheet Sets CREATING TABLES Table Styles, Creating and Modifying Tables, Creating Tables from External Data, Advanced Table Contents, Extracting Attributes to Tables, Exporting and Importing Tables
Session 20	Practice
	Queries




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GADS

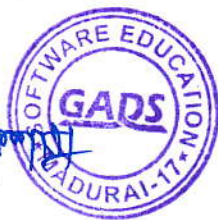
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ANNEXURE III	
SESSION	AUTOCAD ELECTRICAL SYLLABUS
Session 1&2	Introduction, AutoCAD Electrical- Feature, File Types, Difference between AutoCAD and AutoCAD Electrical, User Interface
Session 3	Create a new project and project properties; Remove a project, drawingproperties, copyproject, Reorder, deleting a project.
Session 4	Practice
Session 5& 6	Work with schematic Drawings, Connecting the components, Delete the component, Creating a own component, Editing the component, Aligning the component
Session 7 &8	Multiple bus, Creating a wire number, Editing the wire numbers, Wire number leader
Session 9	Practice
Session 10	Circuit Builder , Symbol Builder
Session 11	Practice
Session12&13	Introduction for PLC IO,PLC- Designing , Point to Point Wire Connection, Grouping the Wires
Session14&15	Template creation , Attribute Creation , Attribute Edit
Session 16	Practice
Session 17 &18	Control circuit, Panel and terminal creation,ReportGeneration,Import/Export Data
Session 19	Practice
Session 20	Queries


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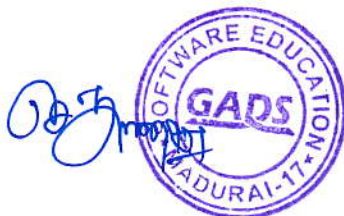
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ANNEXURE IV	
REVIT MEP SYLLABUS	
Session 1 & 2	1. Introduction to Revit MEP Building Information Modeling (BIM) with Revit MEP , Overview of the Revit MEP Interface , Opening a Revit MEP Project Viewing Commands Basic Drawing and Editing Tools - General drawing tools , Editing Revit elements , Basic modifying tools , Additional editing tools
Session 3	Practice
Session 4	Starting Revit MEP Projects - Starting Revit projects , Linking Revit models , Copying and monitoring linked files , Setting up levels
Session 5	Practice
Session 6	Views - Duplicating views , Adding callout views , Setting the view display , Creating elevations , Creating sections, Working with ceilings
Session 7	Practice
Session 8	Autodesk Revit MEP Systems - About Revit MEP Systems , Working with Components , Creating Systems - Overview, System Graphics , Connecting Components , Analyzing Systems
Session 9	Practice
Session 10 & 11	Spaces and Zones - Creating spaces , Creating zones , Creating color schemes , Performance Analysis - Introduction to energy analysis , Preparing energy analysis , Analyzing the heating and cooling loads , Exporting for secondary analysis
Session 12 & 13	Practice
Session 14 & 15	HVAC Systems - About HVAC systems , Adding terminals and mechanical equipment , Adding ductwork , Creating duct systems , Automatic ductwork layouts, Hydronic Piping Systems - About hydronic piping systems , Adding mechanical equipment , Drawing piping , Creating hydronic systems , Automatic piping layouts , Analyzing piping systems , Fire protection systems
Session 16 & 17	Practice

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Session 18 &19	Plumbing Systems - About plumbing systems , Adding plumbing fixtures , Drawing piping for plumbing systems , Working with plumbing systems , Electrical Systems - About electrical systems , Placing electrical components , Creating electrical circuits , Cable trays and conduit , Electrical panel schedules
Session 20 &21	Practice
Session 22	Construction Documents - Setting up sheets , Placing and modifying views on sheets , Printing sheets
Session 23	Practice
Session 24	Annotating Construction Documents - Working with dimensions , Working with text , Adding detail lines and symbols , Creating legends
Session 25	Practice
Session 26	Tags and Schedules - Adding tags , Working with schedules , Creating schedules
Session 27	Practice
Session 28	Detailing in Revit MEP - Setting up detail views , Creating details , Annotating details , Patterning
Session 29	Practice
Session 30	Queries

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18-03-2015

To

The Chairman and Correspondent,
Thiagarajar College of Engineering.

Dear Sir,

Sub: Autodesk AutoCAD Architecture Course Training Programme –MoU
letter Signature - Reg.

Approval was sought to organize an “Autodesk AutoCAD Architecture Course Training Programme” conducted by GADS (an authorized training and certification center of AUTODESK) in our Department and a draft MoU, based on a ~~sim~~ similar MoU signed with the Electrical Department was approved earlier (*Approval letter dated 9-03-2015 attached herewith*).

With regard to this, the MoU letter is enclosed herewith for your signature.

Thanking You.

Yours faithfully,

[Signature]

PRINCIPAL

Encl:

1. Approval letter dated 9/3/2015
2. Draft Copy of MoU Letter
3. Copy of the MoU signed with the Dept of Electrical Engineering

19/03/15



PTC University
Authorized Training Center

Software Education

AGREEMENT FOR CONDUCTING CAD TRAINING & CERTIFICATIONS

Between

Thiagarajar College of Engineering (Department of Architecture)

And

GADS SOFTWARE EDUCATION

This agreement is made on **05/03/2015** between **Thiagarajar College of Engineering** and **GADS SOFTWARE EDUCATION**.

Thiagarajar College of Engineering is a leading educational institute in **Madurai** region providing various degree program accredited by UGC/AICTE. Hereinafter referred as **"INSTITUTE"**.

And

GADS SOFTWARE EDUCATION having its office at **83, First Floor, Pasupathy Nagar, P&T Nagar Main Road, Madurai-625017**. **GADS SOFTWARE EDUCATION** is specializes in conducting training on various **Autodesk** Software's. **GADS SOFTWARE EDUCATION** is the **Authorized Training and Certification Centre for Autodesk**. Hereinafter referred as **Training Centre**.

1. Now therefore both the parties hereby agree as follows:

1.1 TRAINING CENTRE will conduct **Autodesk AutoCAD** course for students of **INSTITUTE** at Institute's premise by providing specialized Faculty.

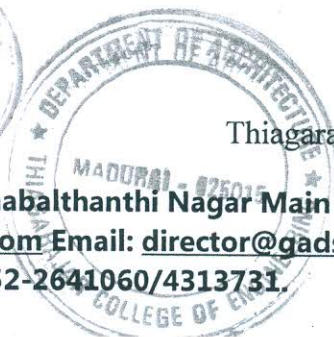
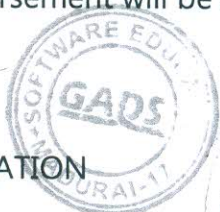
1.2 Both parties will work toward creating better awareness and protect CAD Software for better employability of participants at **INSTITUTE**.

1.3 TRAINING CENTRE in consultation with **INSTITUTE**. Will create and refine Courses as per current CAD Software program and industry demand and accreditation requirement.

1.4 Course fee & reimbursement will be as per **ANNEXURE - I**

Director

GADS SOFTWARE EDUCATION



Chairman

Thiagarajar College of Engineering

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2. Responsibility of Training Centre

2.1 Provide Faculty with requisite knowledge and experience in teaching the CAD Courses.

TRAINING CENTRE will ensure substitute faculty of similar specialization, as per requirement

2.2 **TRAINING CENTRE** will conduct Autodesk Online Certification for the students as part of the training program.

3. Responsibility of the Institute

3.1 Provide requisite infrastructure to conduct course, including but not limited to, classrooms, Computer Hardware/Software, Computer Projector, black / white board, power, power backup, other utilities, etc.

3.2 **INSTITUTE** will register students in Course by adequate information to all relevant engineering streams.

3.3 **INSTITUTE** will collect the course fee or any other fee pursuant to this Agreement from participating students in advance. **INSTITUTE** will facilitate the collection of fees on behalf of students.

3.4 Reimburse fee & taxes as applicable to **TRAINING CENTRE** as per agreed terms.


3.5 Ensure that all the participating students attend Course Classes as per schedule and all Required infrastructure is made available for uninterrupted classes.

3.6 Institute would ensure that all students are regular in attendance and irregular students Need to dropout / rescheduled in next batch without any reimbursement of fees.


3.7 The **TRAINING CENTRE** may be designated as Autodesk Authorized Training.

4. Duration for This Agreement

4.1 The duration of this Agreement shall be for a period of **3 years** from the date of signing and If not renewed or amended in writing the same shall be considered as expired and/or terminated.


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5. Termination

5.1 This agreement shall take effect immediately on the execution of these presents. This agreement can be terminated by any party by a written letter giving one (1) month notice period.

5.2 Upon expiry of the notice period this agreement will be terminated & both the parties will settle their accounts within one month of termination of this agreement.

5.3 Any notice request or other communication required or permitted to be given or made under this agreement to **INSTITUTE** or **TRAINING CENTER** shall be in writing. Such notice or request shall have been given or made when it shall have been delivered by hand, airmail with a copy by facsimile, to the party to which it is addressed at such party's address specified below or at such other address as such party shall have designed by notice to the party for giving such notice or making such request:


THIAGARAJAR COLLEGE OF ENGINEERING , Thiruparankundram , Madurai-625 015	M/s GADS SOFTWARE EDUCATION 83, First floor , Pasupathy Nagar, P&T Nagar Main road, Madurai-625 017
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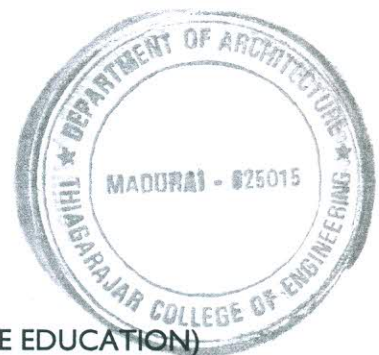
5.4 Except as otherwise specifically provided here in this agreement, shall bind and inure to the benefit of each party's successors & permitted assigns.

5.5 The parties hereto acting themselves or through representatives duly authorized, have caused this agreement to be signed in their respective names as of the day & year written above.

Signature:

1.  (Karumuthu T. Kannan, Chairman,
Thiagarajar College of Engineering)

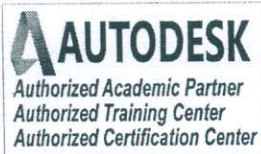
2.  (Gnanaraj. S, Director, GADS SOFTWARE EDUCATION)



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ANNEXURE I

S.no	COURSES	DURATION IN (Hrs.)	Special Training Fees (Rs.)	Online Exam Fees (USD)
1.	Autodesk AutoCAD	40	1500	38\$+ 12.36% Tax

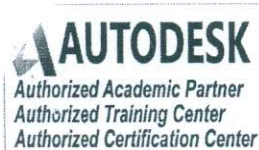

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	Queries


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Date : 04-04-2015
To, The Principal
Thiagarajar College of Engineering
Madurai

PO- Engine/001

Attn: Dr. Palani Raja/ Dr. Balasubramani
Department of Mechanical Engineering

This is the purchase order to Principal, Thiagarajar College of Engineering, Attn: Department of Mechanical Engineering , Dr. Palani Raja/ Dr. Balasubramani, regarding the development of methodology/procedure for the measurement of CG and Moment of Inertia of automotive engine and assembly as shown in annexure 1. The deliverables from the department is as follows,

Month	Activity
01	Literature survey on determination of mass moment of inertia and center of gravity of powertrain.
	Comparison of various methods for determining the mass moment of inertia and center of gravity of powertrain
02	Calculate mass moment of inertia and center of gravity for powertrains by analytical method.
03	Establish the experimental setup for determination of center of gravity and mass moment of inertia of powertrain.
	Experimental determination of mass moment of inertia and center of gravity for powertrains.

The cost of the project is **4.60 Lakhs** and the payment will be as follows,
10% with the PO and Project start
20% at the end of analytical calculation
30% at the end of the set-up ready
20% at the end of the first data from the experiment and comparison
20% at the end of the second data from the experiment and comparison

After the 2 measurements, any further measurements of the engine, EBA will provide additional 50,000 INR for each additional measurements.

EBA is responsible for the delivery of the engine to the gates of the College.

All the internal set-up of the project is handled by the college.

After the project, the engine will be taken back by EBA and transportation will be taken by EBA.

A final report with the details of the procedure and the comparison of the result will be provided by the college.

For
Engineering & Business Analytics

For Engineering & Business Analytics India Private Limited

P. Prasad

Signature

THIAGARAJAR COLLEGE OF ENGINEERING, Madurai – 625 015

(A Govt. Aided Autonomous Institution Affiliated to Anna University)

Department of Mechanical Engineering

Ref: MED/ mass mo I EBA

Date :08.07.2016

Title of the work:

Design and development of experimental determination of centre of gravity and mass moment of inertia.

This power train is shifted from Mahindra & Mahindra Limited, Chennai to Thiagarajar College of Engineering, Madurai for determination of Centre of gravity and mass moment of inertia of power train through Engineering And Business Analytics Consultants, (EBA Consultant), Bangalore. Now the work has been completed and the engine may be returned to Mahindra & Mahindra Limited, Chennai.



[Signature] 8/7/16.
Prof. & Head,
Dept. of Mechanical Engg.,
Thiagarajar College of Engg.,
Madurai - 625 015.
Tamil Nadu.

[Signature] 8/7/16



MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered into on this 16th day, July 2015.

BETWEEN

1. Engineering & Business Analytics India Pvt. Ltd., a company incorporated under the Indian Companies Act, 1956 and having its registered office at GC, Alsa Glenridge, 32, Langford Road, Bangalore- 560 025, India (herein after referred to as EBA); which expression shall, unless the context otherwise requires, include its subsidiary companies on the one part

and

2. Thiagarajar College of Engineering, Madurai-625 015 (herein after referred as) which expression shall, unless the context otherwise requires, include its subsidiary companies on the other part.

Thiagarajar College of Engineering, Madurai-625 015 and EBA shall hereinafter be referred to individually as "Party" and, collectively, as "Parties".

WHEREAS

- A. The Parties are considering a potential business relationship and the Parties have mutually agreed to disclose certain of their respective confidential information to the other Party related to the design and development of Chassis and Body-in-white ("Purpose").
- B. The Parties wish to regulate how such confidential information is to be treated while they are in the possession or control of the Receiving Party.

In respect of each piece of confidential information, the Party who is in receipt of that piece of confidential information shall hereinafter be referred to as the "Receiving Party" and the Party who discloses that piece of confidential information shall hereinafter be referred to as the "Disclosing Party".

IT IS HEREBY AGREED as follows:

1. CONFIDENTIAL INFORMATION

- 1.1 The term "Confidential Information" for the purpose of this Agreement shall mean any and all confidential information including any business strategy discussed, disclosed, furnished or communicated (disclosed in writing, machine readable form, text, drawings, photographs, graphics, designs, plans, presentations, on-site visits, orally, or any other form whatsoever) and delivered by the Disclosing Party to the Receiving Party through the Receiving Party's officers, employees or agents (collectively, "Representatives") in connection with the Purpose. Under this Agreement, a Receiving Party's obligations will apply only to Confidential Information that is: (a) disclosed in tangible form and clearly identified as confidential at the time of disclosure or (b) disclosed in non-tangible form and identified as confidential at the time of disclosure and, within thirty (30) days of the initial disclosure, is summarized or described in

D. J. Jeyaraj
Principal

THIAGARAJAR COLLEGE OF ENGINEERING
MADURAI-15.



general terms and identified as confidential in writing and delivered by the Disclosing Party to the Receiving Party within such thirty (30) day period.

"Confidential Information" shall not include information:

- (i) already in the possession of or known to the Receiving Party or its Representatives prior to disclosure by the Disclosing Party [as evidenced by written records] and not in breach of any confidentiality obligation;
- (ii) which is in or becomes part of the public domain through no fault of or breach of this Agreement by the Receiving Party or its Representatives;
- (iii) received by the Receiving Party without restriction or any obligation of confidentiality from any third party;
- (iv) independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information;
- (v) approved for release or use by written authorization of the Disclosing Party; or
- (vi) which is required to be disclosed by any law, judicial order or decision or regulation or rule of any governmental or regulatory authority.

2. OBLIGATION OF CONFIDENTIALITY

2.1 In consideration of the disclosure and release of the Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party hereby agrees and undertakes that it will:

- (a) hold and keep in confidence any and all such Confidential Information and not disclose the Confidential Information or any part thereof to any third party without the express written consent of the Disclosing Party (except to only such of its Representatives whose duties require them to possess or consider the Confidential Information and strictly on a "need to know" basis only);
- (b) use the same degree of precaution as it would use to protect its own confidential information but in no event less than reasonable care; and
- (c) not use the Confidential Information, in whole or in part, for any purpose other than the Purpose.

2.2 As a condition to any disclosure by the Receiving Party to its Representatives, the Receiving Party shall inform its Representatives of the confidential nature of the information, shall obligate its Representatives to the terms of this Agreement, and shall be responsible for any breach of this Agreement by any such Representatives.

V. Jeyaraj
Principal
THIAGARAJAR COLLEGE OF ENGINEERING
MADURAI-15.



DISCLOSURE DUE TO COURT ORDER OR GOVERNMENTAL ACTION

- 3.1 In the event that the Receiving Party or any Representative is obligated to disclose any Confidential Information as a result of any law, judicial order or decision or regulation or rule of any governmental or regulatory authority, the Receiving Party shall immediately inform the Disclosing Party so that the Disclosing Party, at its sole expense, is given the opportunity to object to such disclosure. Should any such objection by the Disclosing Party be unsuccessful or should the Disclosing Party decide not to object to any such disclosure, the Receiving Party or the Representative so obligated or requested to disclose the Confidential Information may disclose only such Confidential Information to the extent required by the relevant court order or governmental or regulatory authority.

4. NO PUBLICITY

- 4.1 The Parties agree that this Agreement and its terms are confidential in nature and shall not be disclosed to any third party without the prior written consent of both Parties. Further, no Party may, without the prior written consent of the other Party, disclose to any third party any Confidential Information including the possible co-operation contemplated between the Parties including, but not limited to, the fact that discussions or negotiations are taking place between the Parties, any terms, conditions, facts or other matters with respect thereto and the status thereof.

- 4.2 No release or announcement to the press, whether oral or in writing, relating to any matter contemplated under this Agreement shall be made unless both Parties mutually agree in writing and only at such time and in such form as is approved by both Parties.

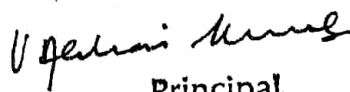
5. NO OBLIGATION

- 5.1 For the avoidance of doubt, nothing contained herein shall compel or oblige any Party:

- (a) to provide to other Party with all or any Confidential Information requested by the other Party and each Party shall be entitled at its discretion to decline to supply the other Party with any part of such information; or
- (b) to enter into any transaction(s) contemplated hereunder with the other Party.

6. NO LICENCE

- 6.1 Nothing herein contained shall be construed as granting any license or right to the Receiving Party, and the Receiving Party shall not acquire any licence or right to use the Confidential Information other than for the Purpose and shall not acquire any licence under or rights to any patent, copyright or other intellectual property.



Principal

THIAGARAJAR COLLEGE OF ENGINEERING
MADURAI-15.



7. RETURN OF CONFIDENTIAL INFORMATION.

- 7.1 Promptly following the earlier of (i) the termination of this Agreement or (ii) the written request of Disclosing Party, the Receiving Party will, within thirty (30) days of such termination or request, deliver to Disclosing Party all documents or other materials furnished by Disclosing Party to the Receiving Party constituting Confidential Information, together with all copies thereof, including computer disks in the possession of the Receiving Party. In the event of such termination or request, all other documents or other materials constituting Confidential Information, together with all copies thereof in the possession of the Receiving Party, will be destroyed with any such destruction confirmed by the Receiving Party in writing to Disclosing Party.

8. NO WARRANTIES

- 8.1 The Parties make no warranty, express or implied, with respect to technical data delivered hereunder including, without limitation, implied warranties of merchantability, fitness for a particular purpose, or freedom from patent infringement, whether arising by law, custom or otherwise

9. SCOPE; TERMINATION

- 9.1 This Agreement is intended to cover Confidential Information disclosed by each Party on or subsequent to the date hereof. This Agreement may be terminated by either Party by giving the other Party written notice or upon the expiry of the purpose for which it is signed; provided, however, that, notwithstanding anything herein to the contrary, each Party's obligations with respect to each item of the other Party's Confidential Information will survive irrespective of its termination for three (3) years from date of termination.

10. NO WAIVER

- 10.1 No failure on the part of either Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or a future exercise thereof or the exercise of any other right or remedy granted hereby, or by any related document, or by law. Any failure by a Party to comply with any obligation contained in this Agreement may be waived by the other Party entitled to the benefit thereof only by a written instrument duly executed and delivered by the Party granting such waiver, which instrument makes specific reference to this Agreement and the provision to which it relates and describes the right or obligation consented to, waived or purported to be violated.

11. REMEDY

- 11.1 Each Party acknowledges that monetary damages alone may not be a sufficient remedy for the other Party in the event of any breach of this Agreement and hereby agrees that the other Party shall be entitled to seek specific performance or injunctive relief from any court in any jurisdiction in addition to all other remedies available to it.

V. G. Raju Kumar

Principal

THIAGARAJAR COLLEGE OF ENGINEERING
MADURAI-15.



12. AMENDMENTS

- 12.1 Any and all amendments or modifications to this Agreement must be written and signed by the authorized representatives of both Parties.

13. SEVERABILITY

- 13.1 In the event that any clause or part of a clause in this Agreement shall for any reason, be determined by a court to be invalid or unenforceable then the remaining clauses and remaining parts of the clauses shall not be affected, impaired, or invalidated, and shall remain in full force and effect and shall continue to be binding upon the Parties.

14. GOVERNING LAW

- 14.1 This Agreement shall be governed and construed in accordance with the laws of India and the Courts in Bangalore alone will have jurisdiction over all issues between the Parties hereof.

15. ASSIGNMENT

This Agreement may not be assigned by a Party without the express written consent of the other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns.

16. COUNTERPARTS

The Parties may execute this Agreement in counterparts. Each counterpart shall constitute an original document, and all counterparts shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed by their duly authorized representatives, effective as of the date and year first above written.

EBA

Signed by:

Thiagarajar College of Engineering,
Madurai-625015

Signed by:

Name:

Designation:

Name:

Principal

Designation: THIAGARAJAR COLLEGE OF ENGINEERING
MADURAI-15.



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

MICROSOFT

AND

[•] [INSTITUTION]

DATED: [•], 2013

[To be stamped with appropriate stamp duty]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is made at Thiagarajar College of Engineering, on this the ____ day of ____ 2013 (the Effective Date).

By and between,

1. **Microsoft India (R&D) Private Limited**, through its Global Technical Support Center business division, having its registered office at F-40, N.D.S.E, -1, New Delhi, 110 049 (hereinafter referred to as “**Microsoft**” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND,

2. Thiagarajar College of Engineering ~~Sastra University~~, [A Govt. Aided ISO 9001:2008 Certified, Autonomous Institution Affiliated to Anna University details of the educational institution such as deemed university, under the university of etc.], located at Thiruparamkundram, Madurai 625 015 Tirumalaisamudram, Thanjavur 613404, Tamil Nadu (hereinafter referred to as the “**Institution**”)¹.

The Institution and Microsoft are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

- A. WHEREAS, Institution is [Thiagarajar College of Engineering (TCE), Madurai, an ISO 9001:2008 certified Institution affiliated to Anna University is one among the several educational and philanthropic institutions founded by Philanthropist and Industrialist Late. Shri. Karumuttu Thiagarajan Chettiar. It was established in the year 1957. TCE is funded by Central & State Governments and Management. The courses offered in TCE are approved by the All India Council for Technical Education, New Delhi. It was granted Autonomy in the year 1987. TCE has been accredited by the National Board of Accreditation. TCE offers Seven Undergraduate Programmes, Fourteen Postgraduate Programmes and Doctoral Programmes in Engineering, Science and Architecture. brief description of the institution, such as courses covered, etc.].
- B. AND WHEREAS, Microsoft Corporation, USA, is one of the leading technology companies globally and Microsoft India (R&D) Private Limited is a subsidiary of Microsoft Corporation, USA. The Global Technical Support Center division of Microsoft India (R&D) Private Limited is engaged in providing technical resolution services to Microsoft's English-speaking Enterprise customers and partners across geographies. It is a final point of resolution for enterprises that leverage Microsoft technologies in their global networks. The center works towards helping enterprises optimize their IT investments and keep their businesses productive around the clock.
- C. AND WHEREAS, Microsoft wishes to partner with selected educational institutions in a long term engagement program called the Microsoft Student Technical Services Program (“**MSTSP**”). MSTSP will entail engaging with the engineering student community in technical talk sessions,

¹IndusLaw: Please note that the person executing the MoU on behalf of the college/institution should have the authority to do the same. For instance, if the college is being run by a trust, the trustee of the trust will be the authorised signatory.

setting up a Microsoft Technical Services Lab (“MTSL”) and providing practical experiences, conducting student and faculty training sessions, internships for select students and the Institution is interested in associating with Microsoft in such activities.

- D. The Institution and Microsoft recognise the capabilities and resources that each party brings, and agree to use their best efforts to bring together those capabilities and resources and the technical expertise of Microsoft both in product and services for equipping the Institution. Microsoft is desirous of extending cooperation to the Institution in its curriculum, student training and readiness and faculty developmental programs. The Institution and Microsoft desire to enter into a collaborative partnership on terms set forth in this MoU.

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS.

1. **Scope and Purpose:** The Parties recognize the benefits to be derived from this collaboration, and cooperation for the further development of the students and faculty of the Institution. The purpose of this MoU is to define the areas for fundamental academic readiness, student training and faculty developmental programs in which the Parties desire to work together for their mutual benefit and to foster a collaborative framework between the Institution and Microsoft.
2. **Term and Renewal:** This MoU shall come into force on the effective date, as specifically mentioned above and shall remain in force for a period of 1 (one) year from the effective date (“**Term**”). The MoU shall be treated as binding, and the Parties shall be bound by these terms. The Parties may renew the MoU by a time period as mutually agreed. If a Party intends to renew the MoU, it shall serve a written notice upon the other Party seeking renewal of the MoU. If the other Party accepts the proposal for renewal of the MoU, the MoU shall stand extended for such period as mutually agreed by the Parties.
3. **Covenants of each Party:**

3.1. Pursuant to the MoU, each Party agrees to undertake the following:

3.1.1. **Establishment of Microsoft Technical Services Lab:** Microsoft shall loan personal computers and servers² (“**Hardware**”) which are currently owned by Microsoft to the Institution for the establishment of MTSL. The details of the Hardware lent by Microsoft for the establishment of MTSL are provided in **Schedule 1** of this MoU. Microsoft may at its option provide additional computers and servers to the Institution. Microsoft shall not be charging any monetary consideration in relation to the lending of Hardware to the Institution for the establishment of MTSL. Subject to the provisions of Sections 3.1.6 and 7, at the end of the Term, if the MoU is not renewed in accordance with Section 2, the Hardware shall be returned to Microsoft.

3.1.2. **Hardware and Software:** The Hardware loaned by Microsoft shall be used exclusively for the purposes of establishing the MTSL within the Institution and the Hardware shall not be used for any other purpose. ~~No software other than the software belonging to Microsoft shall be used to operationalize the Hardware and such software required to operationalize the Hardware shall be obtained from Microsoft under appropriate licensing arrangement.~~ The ownership of the Hardware and the software contained therein and any rights including the intellectual property rights therein shall always rest with Microsoft during the Term or otherwise. No software other

²IndusLaw: Please include further details as to the nature of the PC’s and the servers to be provided.

than the software belonging to Microsoft shall be used to operationalize the Hardware and such software required to operationalize the Hardware shall be obtained from Microsoft under appropriate licensing arrangement. The Institution shall also ensure that no software other than the software licensed from Microsoft (including any open source software or otherwise) shall be used by the Institution on the Hardware.

3.1.3. **Costs of MTSL:** It shall be the responsibility of the Institution to provide a dedicated area within its campus and infrastructure for the establishment of MTSL. The MTSL shall be accessible to all the students of the Institution and no person who is not a current student or faculty of the Institution is permitted to use the MTSL, unless permitted by Microsoft. Apart from loaning the Hardware, Microsoft shall not have any other obligation in establishing the MTSL. All other costs including the costs for establishing the MTSL, infrastructure therein, transport charges payable for the shipping of the Hardware from Microsoft shall be borne by the Institution. Any change to the physical location of the MTSL shall be with prior approval of Microsoft.

3.1.4. **Maintenance of MTSL:** It shall be the sole responsibility of the Institution to maintain the MTSL including the Hardware. The Institution shall procure necessary insurance cover to protect the Hardware against any losses that may arise due to fire, natural calamity, burglary or any other reason. Microsoft shall have the right to conduct an audit of the MTSL on an annual basis. Microsoft may engage an external consultant to conduct the annual audit. The Institution shall extend all its co-operation to enable the conduct of the audit including the provision of undeterred access to the MTSL.

3.1.5. **Intellectual Property Rights:**

3.1.5.1. At all times Microsoft shall absolutely own all right, title and interest in the software being used to operationalize the Hardware³ including all intellectual property rights therein. It shall be the responsibility of the Institution to ensure that no infringement of any of the intellectual property rights of Microsoft with respect to the software occurs.

3.1.5.2. It is not the intent of the Parties to transfer any intellectual property rights of one Party to another Party by way of this MoU. Neither Party shall use the name, trademark, service mark or logo of the other Party in any advertising, news releases or in any other manner without the written consent of such other Party.

3.1.5.3. The Institution shall not use any other software other than the software licensed from Microsoft to operationalize the Hardware. The Institution shall disclose to Microsoft every discovery, invention, improvement, design and secret process and other intellectual property rights made, developed or discovered by any student or faculty at any time after the effective date, whether capable of being patented or registered or capable of being used or adapted for use therein or in connection therewith and the Parties agree that all such information and materials shall belong to and be the absolute property of Microsoft. The Institution hereby waives all the moral rights on any copyright work originated, conceived, written or made and agrees not to claim that any treatment, exploitation or use of the said works infringes such

³IndusLaw: Currently we provided that the IPR with respect to the software and any developments thereto. Please let us know if you have any IPR in relation to the design of the computers servers or otherwise.

moral rights (including but not limited to right to be indemnified, right to object derogatory treatment and against false attribution).

- 3.1.6. **Disposal of Hardware:** During the Term or thereafter, if the auditor of Microsoft determines that certain Hardware needs to be disposed due to operational inefficiency or due to the expiry of its lifecycle, the responsibility of the disposal of such Hardware shall lie with ~~Microsoft~~ the college. Such disposal of Hardware shall be in accordance with the Microsoft's policy on disposal of e-waste.
- 3.1.7. **Internship Program:** The Parties recognize that there are considerable benefits when students, are provided with opportunities for conducting academic projects or advanced training. In concert with the Institution, Microsoft will identify the students of the Institution who will participate in the existing internship program of Microsoft. During the internship, the students of the Institution will be assigned a project (which shall be a part of their curriculum) and shall be completed within the timeframe provided by the Institution and Microsoft. The project shall be submitted to Microsoft and the same shall be evaluated and graded accordingly. The evaluation of the project assigned to the student shall be within the parameters provided by the Institution and the results of the evaluation done by Microsoft shall be intimated to the Institution.
- 3.1.8. **Training Program:** Microsoft shall train the students and faculty pertaining to the technologies of Microsoft as per the schedule of training to be agreed between the Parties. The training program may be conducted by the employees, agents or consultants of Microsoft either at the Institution or through electronic communication or pre-recorded sessions. Microsoft and the Institution shall cooperate and devise a training program for the faculty of the Institution as per the schedule of training to be agreed between the Parties. The Institution shall ensure the attendance and participation of all the students and faculty in the training program to be conducted. The content and material of the training program shall be devised and prepared by the Parties and the intellectual property rights pertaining to the training material shall rest with Microsoft. It shall be the responsibility of the Institution to meet all the logistical needs and costs in relation to the training program.
- 3.1.9. **Recruitment:** In the event, any recruitment program being conducted by the Institution or a student body of the Institution, Microsoft shall be given the right to interview the students prior to any other recruiter.
- 3.1.10. **Conference:** The Institution shall ensure that it provides Microsoft a key speaker slot in any conference, seminar, fest or guest lecture it conducts. Microsoft will also conduct a sponsored contest as part of the activities of the conference, seminar, fest or guest lecture at its discretion.

4. Fulfillment of the obligations:

- 4.1. The Institution acknowledges that Microsoft may, either directly or through any third party, fulfill its obligations enumerated in the MOU. Except as expressly agreed otherwise, the Parties agree that they will each bear their own costs in relation to the objectives set out in this MOU.
- 4.2. Nothing in this MOU is intended to or will preclude the Institution from licensing, purchasing, or using non-Microsoft products or technologies. However, the usage of the non-Microsoft products or technologies shall be in conformity with the terms of this MoU.

5. Further Agreement: This MOU sets forth the current intentions and understandings of the Parties with respect to the subject matter hereof. The Parties may enter into future written agreements regarding activities that may supplement this MOU.

6. Representations and Warranties:

6.1. As a material inducement to the other Party, each Party hereby represents and warrants to the other Party the following:

- 6.1.1. it has power to execute, deliver and perform its obligations under the MoU;
- 6.1.2. the MoU constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- 6.1.3. the execution and performance of the MoU, does not and will not violate in any respect, any provisions of: (a) applicable Law and the laws of its jurisdiction of incorporation (as the case may be); (b) the charter documents; and (c) any other document or agreement which is binding on it;
- 6.1.4. it has not received any notice of or is otherwise aware of any action or investigation or other proceedings of any nature whatsoever, by any government agency or any other person which would restrain, prohibit or otherwise challenge the transactions contemplated under this MoU.

6.2. Each of the Warranties shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other warranty or any other term of the MoU.

6.3. Each Party undertakes to notify the other if it becomes aware of any fact, matter or circumstance (whether existing on or before the date of the MoU) which would cause any of the warranties given by it, to become untrue or inaccurate or misleading in any material respect.

7. Termination:

7.1. **Termination by Microsoft:** In the event, the Institution breaches any term of the MoU, Microsoft shall have the right to terminate the MoU, with immediate effect by serving a notice in writing expressing its intent and decision to terminate the MoU.

7.2. **Termination:** Either Party may terminate this MoU by giving the other Party thirty (30) days' written notice of termination. Further, the MoU shall stand terminated if the Parties fail to renew the MoU prior to the expiry of the Term as specified under this MoU.

7.3. **Consequences of Termination:** Upon termination of the MoU, the Institution shall at once return:

- 7.3.1. all the Hardware and software⁴ (subject to the licensing arrangements) to Microsoft; and
- 7.3.2. all the intellectual property of Microsoft including any training material, software (subject to the licensing arrangements), course material, video recording, and hand books etc.

⁴IndusLaw: We understand that, the software which is to be used to operationalize the hardware will be licensed to the Institution separately. Please let us know if you want the licensing arrangement in relation to the software to end automatically upon termination of this MoU.

- 7.4. All rights and obligations of the Parties under the MoU shall cease immediately upon termination, but termination shall not affect a Party's accrued rights and obligations as on the date of termination.
8. **Indemnity:** Microsoft and the Institution shall each indemnify and hold harmless the other, its officers, agents and employees, for any and all liability, damages and cost attributable to the breach of the terms of this MoU, negligent acts or omissions of the indemnifying party, its officers, agents and employees in furtherance of activities described in this Memorandum of Understanding. It is expressly agreed by the Institution that it shall indemnify Microsoft against all losses incurred by it due to an act or omission of a student of the Institution. Neither Party will be liable to the other for any consequential, special, exemplary, indirect, incidental or punitive damages (including damages for loss of data, revenue, and/or profits), whether foreseeable or unforeseeable, arising out of this MOU regardless of whether the liability is based on breach of contract, tort, strict liability, breach of warranties or otherwise, and even if the Party has been advised of the possibility of those damages.
9. **Relationship between the Parties:** The relationship of the Parties as described in this MOU is strictly that of independent parties. Nothing contained in this MOU will be deemed to create an association, legal partnership, joint venture, trust, agency or similar relationship between the Parties. Neither Party will enter into any agreement with any third party on behalf of the other, nor will either Party be empowered to bind or commit, or purport to be empowered to bind or commit, the other Party in any manner. Nothing under this MOU is construed to provide employment opportunities for the students, faculty and alumni of the Institution now or in future.
10. **Governing Law and Dispute Resolution:** This MOU shall be governed by the laws of India. ~~In the event of a dispute or difference arising between the Parties concerning the provisions of this MOU, such dispute or difference shall be referred to a sole arbitrator, mutually agreed by the Parties. The arbitration shall be governed the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof for the time being in force, and shall take place in [•].~~ This Parties agree that the Courts situated at Bangalore shall have exclusive jurisdiction over any matter, disputes or differences that may arise between the Parties in relation to or under this MOU shall be subject to the jurisdiction of the Courts situated at [•].
11. **Taxes:** It is agreed between the Parties that all taxes (including direct taxes and indirect taxes) which may arise in relation to this arrangement during the Term or otherwise, shall all be payable by the Institution.
12. **Stamp Duty.** In terms of the Applicable Law, the stamp duty applicable on this MoU shall be borne by the Institution.
13. **Confidentiality:** The Parties agree that the terms of this MOU are confidential and the terms of the MoU shall be shared with a third party only with the prior consent of Microsoft.
14. **Non-Assignment:** The Institution shall not have the right to assign any duty or responsibility arising hereunder without the written consent of Microsoft. However, Microsoft shall be entitled to assign its rights and/or transfer its obligations hereunder to any other person without the consent of the Institution.

- 15. Waiver:** All waivers must be expressed in writing. A Party's waiver of one provision on one occasion shall not constitute a waiver of any other provision or of the same provision on any other occasion.
- 16. Entire Understanding:** This MOU shall supersede all prior discussions and understandings (whether oral or written, including all correspondence) between the Parties with respect to the subject matter of this MOU, and this MOU constitutes the sole and entire understanding between the Parties with respect to the subject matter hereof. The subject matter may not be changed or amended except in writing signed by both the Parties.
- 17. No objection:** Nothing in this MOU shall preclude Microsoft or any of its affiliates from cooperating or entering into any such similar agreement with any other person or entity or institution. However, in the event, if the Institution intends to enter into any similar agreement with any person or entity, then the Institution shall provide a prior intimation to Microsoft.
- 18. Counterparts:** This MOU may be executed in counterparts, both of which will be deemed an original.

[Left blank intentionally]

In witness whereof, the duly authorized representatives of the Parties hereto, have executed this MOU on the date first herein above outlined

<p>For Institution</p> <p>By: _____</p> <p>(Name, Title & Date)</p>	<p>For Microsoft India (R&D) Private Limited</p> <p>By: _____</p> <p>(Name, Title & Date)</p>
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SCHEDULE 1

HARDWARE

1. PERSONAL COMPUTERS – 60 MACHINES (4GB, MOUSE, KEYBOARD AND A 19 INCH MONITOR)

Company/Description	Media Type	Serial Number	Asset Tag
<u>32GB RAM Servers</u>			
<u>Hewlett-Packard (HP) ProLiant DL385 G2, 4xDual-Core AMD Opteron 2218 @ 2.6GHz, 8 core, 32GB RAM, 6*146GB HDD, 4NIC port, iLO 2, VT, x64</u>	<u>Computer</u>	<u>SGH808F53T</u>	<u>1317486</u>
<u>Hewlett-Packard (HP) ProLiant DL385 G2, 4xDual-Core AMD Opteron 2218 @ 2.6GHz, 8 core, 32GB RAM, 6*146GB HDD, 4NIC port, iLO 2, VT, x64</u>	<u>Computer</u>	<u>SGH808F541</u>	<u>1317480</u>
<u>Hewlett-Packard (HP) DL165G5 Quad core CPU AMD Opteron 2354 @ 2.20GHz, 4 port NICs, 32GB RAM, 2*500GB HDD, VT, X64</u>	<u>Computer</u>	<u>sgH834y7dt</u>	<u>1317359</u>
<u>Hewlett-Packard (HP) ProLiant DL585 G2, 4 Dual Core AMD Opteron 8214 @ 2.2GHz Processor, 32GB RAM, 2*300GB HDD, 4 NIC Port, x64, VT</u>	<u>Computer</u>	<u>SGH650YTM0</u>	<u>1081560</u>
<u>16GB RAM Servers</u>			
<u>Hewlett-Packard (HP) HP DL140 G3 Intel Xeon CPU E5345 @ 2.33 GHz - 16GB RAM, 500GB HDD, 2 NIC Port, VT, x64</u>	<u>Computer</u>	<u>CN67470EZ8</u>	<u>1317440</u>
<u>Hewlett-Packard (HP) HP DL140 G3 Intel Xeon CPU E5345 @ 2.33 GHz - 16GB RAM, 500GB HDD, 2 NIC Port, VT, x64</u>	<u>Computer</u>	<u>CN67470EZ7</u>	<u>1317445</u>
<u>Hewlett-Packard (HP) ProLiant DL360 G5, 2 Quad Core intel Xeon E5430 @ 2.66GHz Processors, 16GB RAM, 120GB (3*120) HDD, 4 NIC Port, VT, X64</u>	<u>Computer</u>	<u>sgH850y4ac</u>	<u>1503048</u>
<u>Hewlett-Packard (HP) ProLiant DL360 G5, 2 Quad Core intel Xeon E5430 @ 2.66GHz Processors, 16GB RAM, 120GB (3*120) HDD, 4 NIC Port, VT, X64</u>	<u>Computer</u>	<u>sgH850y4a0</u>	<u>1503042</u>
<u>Dell PowerEdge SC1435, 2 Dual Core AMD Opteron 2212 @ 2.00GHz Processor, 16GB RAM, 500GB HDD, 2-NIC Port, VT, X64</u>	<u>Computer</u>	<u>5x6vv1s</u>	<u>1317338</u>
<u>Dell PowerEdge SC1435, 2 Dual Quad-Core AMD Opteron™ 2354 @ 2.20GHz Processor, 16GB RAM, 250GB (2*250) HDD, 4-Port NIC, VT, X64</u>	<u>Computer</u>	<u>3T86Y1S</u>	<u>1503023</u>
<u>Dell PowerEdge SC1435, 2 Dual Quad-Core AMD Opteron™ 2354 @ 2.20GHz Processor, 16GB RAM, 250GB (2*250) HDD, 4-Port NIC, VT, X64</u>	<u>Computer</u>	<u>3S86Y1S</u>	<u>1503037</u>
<u>Dell PowerEdge(TM) 2950, 2x Intel(R) Xeon(R) E5430 @ 2.66GHz 2x6MB Cache, 16GB RAM, 2*300 GB HDD, 4 NIC Port, VT, X64</u>	<u>Computer</u>	<u>5YVCT1S</u>	<u>1317305</u>

Dell Power Connect 2716 Switch

Serial Number : 8BKS7F1

Avocent AutoView2015 16 Port KVM

Serial Number : 210202941

Dell RACK Monitor

Serial Number : CN-OCU464-12963-84B-A8VW

Server RACK : 01

2. SERVER EQUIPMENT – DETAILS BELOW

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<u>Sr.no</u>	<u>System serial</u>	<u>Asset Tag</u>	<u>Model</u>
<u>1</u>	<u>19ZF1BS</u>	<u>2534450</u>	<u>DellOptiPlex755</u>
<u>2</u>	<u>39ZF1BS</u>	<u>2534453</u>	<u>DellOptiPlex755</u>
<u>3</u>	<u>B9ZF1BS</u>	<u>2534454</u>	<u>DellOptiPlex755</u>
<u>4</u>	<u>H9ZF1BS</u>	<u>2534368</u>	<u>DellOptiPlex755</u>
<u>5</u>	<u>5BZF1BS</u>	<u>2534378</u>	<u>DellOptiPlex755</u>
<u>6</u>	<u>9BZF1BS</u>	<u>2534364</u>	<u>DellOptiPlex755</u>
<u>7</u>	<u>DBZF1BS</u>	<u>2534501</u>	<u>DellOptiPlex755</u>
<u>8</u>	<u>J21G1BS</u>	<u>2534446</u>	<u>DellOptiPlex755</u>
<u>9</u>	<u>6SZF1BS</u>	<u>2534438</u>	<u>DellOptiPlex755</u>
<u>10</u>	<u>3TZF1BS</u>	<u>2534421</u>	<u>DellOptiPlex755</u>
<u>11</u>	<u>DTZF1BS</u>	<u>2534587</u>	<u>DellOptiPlex755</u>
<u>12</u>	<u>JTZF1BS</u>	<u>2534472</u>	<u>DellOptiPlex755</u>
<u>13</u>	<u>JVZF1BS</u>	<u>2534360</u>	<u>DellOptiPlex755</u>
<u>14</u>	<u>1W2G1BS</u>	<u>2534761</u>	<u>DellOptiPlex755</u>
<u>15</u>	<u>DW2G1BS</u>	<u>2534500</u>	<u>DellOptiPlex755</u>
<u>16</u>	<u>9X2G1BS</u>	<u>2534469</u>	<u>DellOptiPlex755</u>
<u>17</u>	<u>FX2G1BS</u>	<u>2534681</u>	<u>DellOptiPlex755</u>
<u>18</u>	<u>CBZF1BS</u>	<u>2534497</u>	<u>DellOptiPlex755</u>
<u>19</u>	<u>HYPL1BS</u>	<u>2534937</u>	<u>DellOptiPlex755</u>
<u>20</u>	<u>JYPL1BS</u>	<u>2534787</u>	<u>DellOptiPlex755</u>
<u>21</u>	<u>9ZPL1BS</u>	<u>2534999</u>	<u>DellOptiPlex755</u>
<u>22</u>	<u>BZPL1BS</u>	<u>2534943</u>	<u>DellOptiPlex755</u>
<u>23</u>	<u>DZPL1BS</u>	<u>2534997</u>	<u>DellOptiPlex755</u>
<u>24</u>	<u>GZPL1BS</u>	<u>2534986</u>	<u>DellOptiPlex755</u>
<u>25</u>	<u>11QL1BS</u>	<u>3196199</u>	<u>DellOptiPlex755</u>
<u>26</u>	<u>HY2G1BS</u>	<u>2534682</u>	<u>DellOptiPlex755</u>
<u>27</u>	<u>61QL1BS</u>	<u>3196070</u>	<u>DellOptiPlex755</u>
<u>28</u>	<u>F1QL1BS</u>	<u>3196045</u>	<u>DellOptiPlex755</u>
<u>29</u>	<u>12QL1BS</u>	<u>3196046</u>	<u>DellOptiPlex755</u>
<u>30</u>	<u>HCZF1BS</u>	<u>2534404</u>	<u>DellOptiPlex755</u>
<u>31</u>	<u>42QL1BS</u>	<u>2534995</u>	<u>DellOptiPlex755</u>
<u>32</u>	<u>92QL1BS</u>	<u>3196182</u>	<u>DellOptiPlex755</u>
<u>33</u>	<u>G2QL1BS</u>	<u>2534998</u>	<u>DellOptiPlex755</u>
<u>34</u>	<u>J2QL1BS</u>	<u>3196110</u>	<u>DellOptiPlex755</u>
<u>35</u>	<u>G6NL1BS</u>	<u>3196106</u>	<u>DellOptiPlex755</u>
<u>36</u>	<u>B8PL1BS</u>	<u>2534897</u>	<u>DellOptiPlex755</u>
<u>37</u>	<u>1QPL1BS</u>	<u>3196114</u>	<u>DellOptiPlex755</u>
<u>38</u>	<u>GY2G1BS</u>	<u>2534435</u>	<u>DellOptiPlex755</u>
<u>39</u>	<u>HQPL1BS</u>	<u>2534973</u>	<u>DellOptiPlex755</u>
<u>40</u>	<u>4GQL1BS</u>	<u>2534860</u>	<u>DellOptiPlex755</u>
<u>41</u>	<u>CWPL1BS</u>	<u>3196013</u>	<u>DellOptiPlex755</u>

42	FWPL1BS	2534966	DellOptiPlex755
43	4XPL1BS	2534765	DellOptiPlex755
44	DXPL1BS	3196206	DellOptiPlex755
45	1YPL1BS	2534768	DellOptiPlex755
46	8KPL1BS	3196155	DellOptiPlex755
47	3YPL1BS	2534764	DellOptiPlex755
48	FYPL1BS	3196067	DellOptiPlex755
49	GYPL1BS	3196191	DellOptiPlex755
50	B4QL1BS	3196181	DellOptiPlex755
51	53QL1BS	3196021	DellOptiPlex755
52	D3QL1BS	2534781	DellOptiPlex755
53	BSPL1BS	3196180	DellOptiPlex755
54	BXPL1BS	2534976	DellOptiPlex755
55	J4QL1BS	2534941	DellOptiPlex755
56	45QL1BS	2534780	DellOptiPlex755
57	JBPL1BS	2534906	DellOptiPlex755
58	65QL1BS	3196171	DellOptiPlex755
59	B5QL1BS	3196003	DellOptiPlex755
60	F5QL1BS	3196190	DellOptiPlex755

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Agreement

THIS AGREEMENT is entered into this 27th of Dec 2014, by and between **Sapience Consulting**, a Firm with its office at #4, 6th Cross Road, 6th Block, Koramangala, Bangalore 560095 (hereinafter referred to as 'Sapience') and Dr. S.Rajaram, son/daughter of P.Sivasubramanian whose current address is No. 10, Nishok villa, Nethaji first cross street, Thirunagar, Madurai-625006 (hereinafter referred to as 'Consultant')

WHEREAS the Consultant possesses knowledge and goodwill in the field of electronics and is desirous of working with Sapience to enhance the quality of education delivered at Indian engineering colleges and Sapience desires to engage the Consultant;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto hereby declare and agree as follows.

1. **APPOINTMENT:** SAPIENCE hereby appoints the Consultant as a member of its Advisory Faculty in India. In such capacity, the Consultant shall be subject to the general direction and control of SAPIENCE management.
2. **RESPONSIBILITIES:** the Consultant hereby agrees that he/she shall deliver the following services to SAPIENCE, as per agreed dates and schedules:
 - 2.1. Author one chapter titled Active Filters with original materials and content and submit it to SAPIENCE for approval and publishing on or before 23rd of Feb 2015. The Consultant explicitly agrees to deliver original content that is free from all encumbrances including copyright and intellectual property related issues. In cases where the Consultant has used materials from other sources, the Consultant will ensure that appropriate permissions are in place before using such materials.
 - 2.2. SAPIENCE may call upon the Consultant to deliver sessions and classes subject to mutual convenience.
 - 2.3. SAPIENCE shall have the right to use the Consultant's name in all its materials, promotional or otherwise, including but not limited to its website, brochures, magazines and presentations.
3. **TERM AND TERMINATION:** The Consultant's engagement under the terms of this Agreement shall commence immediately and shall continue till such time as it is terminated by either party. The Agreement shall expire on the earliest of (i) the retirement, death or disability of the Consultant, (ii) the termination of the Consultant's engagement by SAPIENCE for 'justifiable cause' (as defined herein) or (iii) the expiry of any notice of termination properly given by the Consultant or SAPIENCE, as the case may be.
 - 3.1. The term 'justifiable cause' means: (a) a breach of trust, including but not limited to theft, embezzlement, self-dealing, prohibited disclosure to unauthorized persons or entities of confidential or proprietary information of or relating to SAPIENCE or the engaging by Consultant in any prohibited business competitive with the business of SAPIENCE and/or its parent Foundation, subsidiaries, affiliates or associated companies; or (b) any wilful failure to perform or failure to perform competently any of the Consultant's fundamental functions or duties hereunder or other cause justifying termination or dismissal under applicable law.
 - 3.2. Termination: Either party may terminate this Agreement and the employment relationship hereunder without cause by giving thirty (30) days prior written notice.
4. **COMPENSATION:** SAPIENCE shall pay the Consultant at the rate of INR 500 per hour subject to a maximum of 30 hours per chapter authored by the Consultant. The Consultant shall prepare a time sheet and submit it to SAPIENCE once the work is completed for payment. Any training programs delivered by the Consultant, at Sapience request, shall be compensated at the same rate and shall be

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subject to monthly settlement. All payments shall be made in Indian Currency and will be subject to tax deduction at source, if applicable.

5. **NON-DISCLOSURE:** Neither the Consultant nor SAPIENCE shall make any disclosure of the existence or specific provisions of this Agreement, including without limitation the amount of compensation received hereunder, without the prior written permission of the other party.
6. **CONFIDENTIALITY:** The Consultant understands that Sapience continually obtains and develops valuable proprietary and confidential information concerning its business, business relationships and financial affairs (the "Confidential Information"), as defined below, which may become known to him/her in connection with his/her engagement. The Consultant acknowledges that all Confidential Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and shall remain the exclusive property of Sapience or the third party providing such information to him/her or Sapience. By way of illustration, but not limitation, Confidential Information may include inventions, trade secrets, technical information, know-how, research and development activities of Sapience, product and marketing plans, business relationships, customer and supplier information and information disclosed to Sapience or to him/her by third parties of a proprietary or confidential nature or under an obligation of confidence. Confidential Information is contained in various media, including without limitation, patent applications, computer programs in object and/or source code, flow charts, storyboards and other program documentation, manuals, plans, drawings, designs, technical specifications, laboratory notebooks, supplier and customer lists, internal financial data and other documents and records of Sapience. The Consultant agrees that he/she shall not, during the term of his/her engagement and thereafter, publish, disclose or otherwise make available to any third party, other than employees or of Sapience, or consultants to, Sapience, any Confidential Information except as expressly authorized in writing by Sapience. The Consultant agrees that he/she shall use such Confidential Information only in the performance of his/her duties for Sapience and in accordance with any Foundation policies with respect to the protection of Confidential Information. Results of evaluation(s) performed hereunder shall likewise be kept confidential. The Consultant agrees not to use such Confidential Information for his/her own benefit or for the benefit of any other person or business entity. The Consultant agrees to exercise all reasonable precautions to protect the integrity and confidentiality of Confidential Information in his/her possession and not to remove any materials containing Confidential Information from Sapience's premises except to the extent necessary to his/her engagement. Upon the termination of his/her engagement, or at any time upon Sapience's request, he/she shall return immediately to Sapience any and all materials containing any Confidential Information then in his/her possession or under his/her control. Confidential Information shall not include information which (a) is or becomes generally known within Sapience's industry through no fault of the Consultant; (b) was known to him/her at the time it was disclosed as evidenced by his/her written records at the time of disclosure; (c) is lawfully and in good faith made available to him/her by a third party who did not derive it from Sapience and who imposes no obligation of confidence on him/her; (d) is required to be disclosed by a governmental authority or by order of a court of competent jurisdiction, *provided* that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to Sapience; or (e) has been disclosed by the Consultant with Sapience's prior written approval.
7. **MISCELLANEOUS PROVISIONS:**
- 7.1. **INDEMNITY:** Each Party (the "Breaching Party") shall indemnify and hold the other Party/its affiliates (the "Non-Breaching Party") harmless against any and all losses, claims, damages, liabilities, actions, proceedings, costs, charges, expenses and interests incurred by the Non-Breaching Party and arising out of any breach of the terms of this Agreement by the Breaching Party or out of any representation made by the Breaching Party being incorrect, misleading or materially incomplete in any manner whatsoever.

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- 7.2. **GOVERNING LAW:** This Agreement shall be construed, interpreted and enforced in accordance with the laws of India, without regard to conflicts of law principles. No such claim or dispute may be commenced, presented or continued in any court or other forum except the courts in Bangalore, India
- 7.3. **SEVERABILITY:** In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.
- 7.4. **AMENDMENT:** This Agreement may be amended or modified only by a written instrument executed by both SAPIENCE and the Consultant. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- 7.5. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon, and inure to the benefit of, both parties and their respective successors and assigns, including any corporation with which, or into which, SAPIENCE may be merged or which may succeed to its assets or business, provided, however, that the obligations of Consultant are personal and shall not be assigned by him/her.
8. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

For SAPIENCE CONSULTING

Apurva Varma

Signature

Name: Apurva Varma

Designation: Director – Operations



CONSULTANT

S.R.

Signature

Name: S.Rajaram

Dr. S RAJARAM, M.F., Ph.D.
ASSOCIATE PROFESSOR
DEPT. OF FCE
Vigneshwar College of Engineering
MADURAI - 625 015.

Apurva

S.R.

MEMORANDUM OF UNDERSTANDING

Between

Enelek Power Pvt. Ltd

CM-06, 3rd Floor

CSRE Building, SINE Office

IIT Bombay, Powai - 400076

(Referred to as "**ENELEK**" in the following)

and

Thiagarajar College of Engineering

Madurai

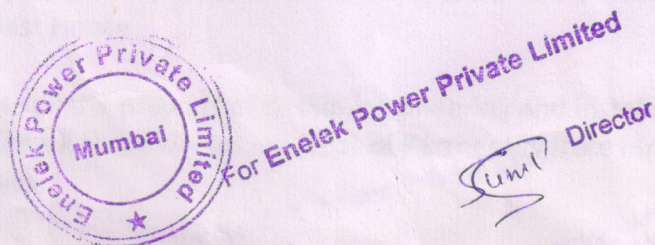
(Referred to as "**PARTNER**" in the following)

Together referred to as "**the parties**"

Preamble:

ENELEK incubated with Society for Innovation & Entrepreneurship (SINE), IIT-Bombay provides training, workshops & internship opportunities in renewable space and also design, engineer, and provide installation and after-sales service of solar thermal heating & power systems, customized for specific applications (domestic to commercial).

The PARTNER is a Thiagarajar College of Engineering based in Madurai, Tamil Nadu.



1. Nonbinding character of this Memorandum of Understanding

This Memorandum of Understanding (MOU) results in no obligation to conclude a service-, sales- or delivery contract between the parties. Such a binding contract takes effect only after ratification of the basic agreement. If this intended basic agreement will not be concluded for whatever reason, no party can be held responsible or accountable for costs or expenditures that the other party took on awaiting conclusion of this basic agreement.

2. Essential terms of the MOU

Responsibilities of Enelek:

- Enelek will be responsible for designing the content and developing resources for such training
- Enelek will provide certificates to student co-coordinators for publicizing & organizing training activities carried out by Enelek
- Enelek would provide Internship Opportunities to students studying in Partner College
- Enelek will provide publicity material required for carrying out training activities
- Enelek will provide up-to 15% revenue sharing to the Partner for each training
- Enelek will provide various solar gadgets developed during training for demonstration to Partner's Laboratory
- Enelek will be guiding and mentoring students from Partner Institute who come up with innovative projects in solar field
- Enelek will involve students from Partner Institute for the design, engineering and installation of solar power plant for the Partner Institute

Responsibilities of Partner:

- Partner will be the official training center in Madurai or nearby region for activities carried out by Enelek
- Partner will provide infrastructure required for conducting every training program
- Partner will provide 2-3 student coordinators for publicizing & organizing training activities carried out by Enelek
- Partner will provide basic hospitality for Enelek trainers which includes accommodation, & food at Guest House
- Partner will provide all the projects of design, engineering and installation of Solar Power Plants to Enelek that involves students of Partner Institute for analysis and supervision activities

For Enelek Power Private Limited



3. Confidentiality

ENELEK and Partner shall not use the disclosed Confidential Information other than for carrying out the purpose of this MOU. In particular, they agree not to communicate or disclose the Confidential Information to any third party, use the Confidential Information as a subject for developments of their own, and not to use the Confidential Information to enhance their own products, use the Confidential Information as the subject of applications for intellectual property rights and use the Confidential Information to oppose applications for intellectual property rights of the disclosing party. Furthermore, the parties agree to treat the content of this MOU as confidential towards any other party.

4. Effective Date and Term

This MOU shall enter into effect with execution by both parties and expires after ratification of the basic agreement, latest at 31st March, 2014.

5. Miscellaneous

If any term of this MOU is or becomes invalid in total or in part, this shall not have any effect on the validity of the remaining terms of this MOU. In such a case, the parties shall cooperate to agree on a new provision that is as close to the invalid provision in economic terms as legally admissible.

All terms agreed between ENELEK and Partner relating to the subject of this MOU has been recorded in writing. There are no further oral provisions made. Any amendment to this MOU must be made in writing to be valid. Any waiver of this written form requirement must be made in writing.

All legal relationships arising from this MOU for the parties shall be governed by the law of India. Exclusive place of jurisdiction for all disputes arising from this MOU shall be Madurai or Mumbai.

Best Regards,

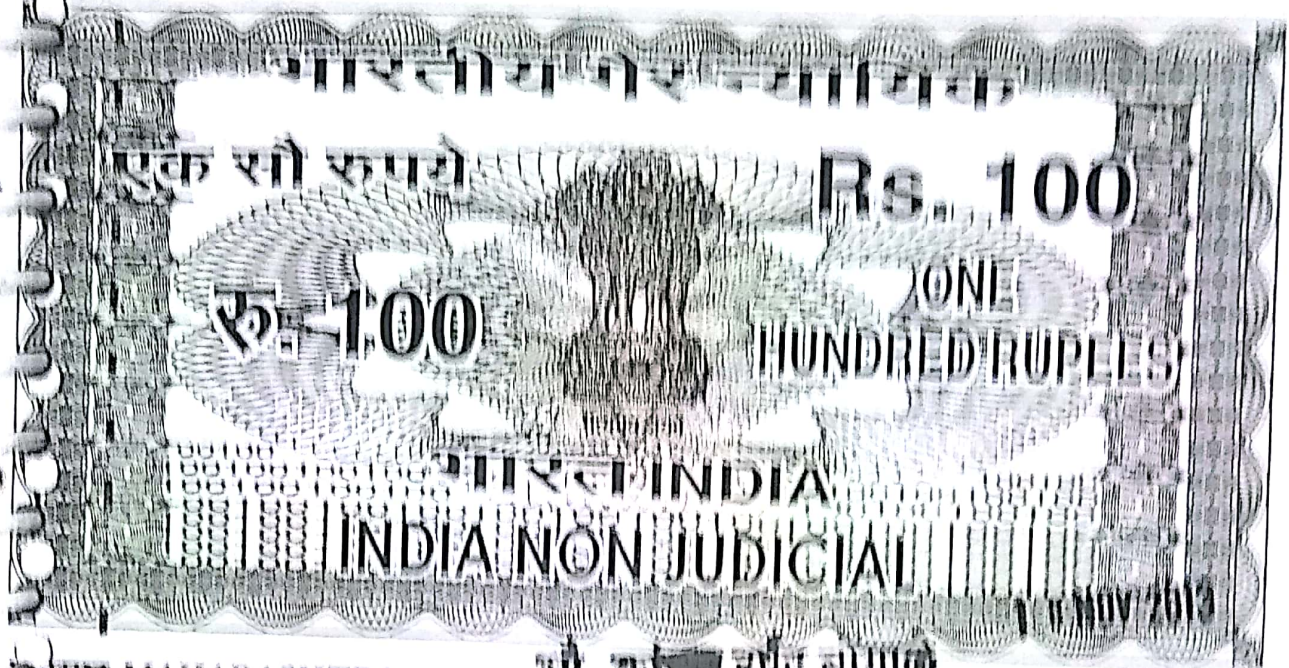
21/02/13

Mr. Sumit Chhazed
Director
Enelek Power Pvt. Ltd



V. Abhai Kumar

Mr. V. Abhai Kumar
Principal
Thiagarajar College of Engineering



MAHARASHTRA

पुणे जिल्हा न्यायालय, पुणे

12 NOV 2013

पुणे न्यायालय

श्री. का. द. बो. बो. बो.

परवाना नं. ११२/१६

लोह कोठी रोड, न. पुणे, महाराष्ट्र

जिल्हा (पुणे), महाराष्ट्र

श्री. का. द. बो. बो. बो.

परवाना नं. ११२/१६

लोह कोठी रोड, न. पुणे, महाराष्ट्र

जिल्हा (पुणे), महाराष्ट्र

HZ 660617

10 NOV 2013

10 NOV 2013

RED HAT
ENTERPRISE AGREEMENT
INDIA

redhat

This Red Hat Enterprise Agreement, including all referenced appendices and documents located at the end of this Agreement, is between Red Hat India Private Limited ("Red Hat") and the purchaser or user of Red Hat software and services who accepts the terms of this Agreement ("Client"). The effective date of this Agreement ("Effective Date") is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Red Hat's software or services.

Scope of Agreement

Framework. This Agreement establishes a framework that will enable Red Hat to provide software and services to Client. "Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs licensed by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat. The specific services (the "Services") and/or software that Red Hat will provide to Client will be described in an Order Form, signed by the parties in accordance with the terms of this Agreement which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transactional documents, or (b) an order placed by Client through Red Hat's online store accessible from a Red Hat website. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Software and Services unless otherwise agreed by the parties in writing.

Affiliates. Red Hat and Client agree that Affiliates of Client may acquire Software and Services from Red Hat or its Affiliates by submitting an Order Form with Red Hat (or a Red Hat Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form from the example, in which case the parties shall be bound by the terms of the Order Form. "Affiliate" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

Red Hat Enterprise Agreement
(India)

Page 1 of 5
Red Hat Confidential

V. Jagan
PRINCIPAL
Thiagarajar College of Engineering
Tiruchengode - 626 015



May 8, 2008



MAHARASHTRA

मुद्रांक कार्यालय, मुंबई
विशेषता क्र. २२२

12 NOV 2013

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1.3 Business Partners. Red Hat has entered into agreements with other organizations ("Business Partners") to promote, market and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Red Hat confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Red Hat is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

2. Obligations of the Parties

2.1 On-Site Obligations. If Red Hat personnel are working on Client's premises (a) Client will provide a safe and secure working environment for Red Hat personnel, and (b) Red Hat will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Red Hat is notified in writing by Client in advance.

2.2 Changes to Work and Delays. Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.

2.3 Assistance. Client may provide Red Hat access to Client information, systems, and software ("Client Information"), and resources such as workspace, network access, and telephone connections as reasonably required by Red Hat in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat may affect Red Hat's ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat will be relieved from providing any Services dependent upon such access. Client will obtain any third party consents necessary to grant Red Hat access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

Red Hat Enterprise Agreement

V. Arjun Kumar
PRINCIPAL

Thiagarajar College of Engineering





राष्ट्र MAHARASHTRA

मान मुद्रांक कार्यालय, मुंबई
विक्रेता क्र. २२२

12 NOV 2013

विक्रेता

१. लुब्धा पडवळ

सौ. कंचन हर्षद बोंगाळे

परवाना क्र. २२२/९८

वांदे कोर्ट, वा. का. मार्ग,

वांदे (पूर्व), मुंबई

श्रीमती/मैसर्स

Red Hat India Private Ltd.

A-201, Supreme Cottage,

Supreme Court, Supreme Court, Powai,

Hiranandani, Mumbai - 400 088

Tel.: 022 - 3987 8888

परवाना धारक मुद्रांक विक्रेता

HZ 660621

18 NOV 2013

3. Payment

3.1 Fees and Expenses. Fees for the Services (the "Fees") will be identified in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in Indian Rupees, unless otherwise indicated, and must be paid in Indian Rupees if the amount is payable to Red Hat India Private Limited or in United States Dollars if the amount is payable to any of its overseas Affiliates, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. Client agrees to pay Red Hat the applicable Fees for each Unit. "Unit" is the measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. "Subscription Services" mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

3.2 Invoices

3.2.1 If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. Red Hat reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.

Red Hat Enterprise Agreement
(India)

V. Thiagarajar
PRINCIPAL

Thiagarajar College of Engineering

Page 3 of 9
Red Hat Confidential Information



May 5, 2009

3.2.2 If Client is paying by credit card, Client (a) authorizes Red Hat to charge Client's credit card for the Services and for the amount due at the time of renewal of Subscription Services, and (b) agrees to provide updated credit card information to Red Hat for renewal purposes.

3.3 Taxes. All Fees are exclusive of Taxes. Client will pay Red Hat an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Red Hat. "Taxes" means any form of sales, use, value added, service tax, research & development tax, or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Red Hat. If Client is required to withhold or deduct any portion of the payments due to Red Hat, Client will increase the sum payable to Red Hat by the amount necessary so that Red Hat receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

License and Ownership

4.1 Software. Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.

4.2 Freedom to Use Ideas. Subject to Section 9 and Client's rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Red Hat, without an obligation to account, in any way Red Hat deems appropriate, including by or for itself or its clients or customers.

3 Marks. Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Red Hat or Red Hat Affiliate trademarks.

Reporting and Inspection

5.1 Reporting. Client will notify Red Hat (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of the invoice.

2 Inspection. During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Red Hat for the applicable Services provided with respect to the underreported Units. If Client underreports the number of Units utilized by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Red Hat for the cost of such inspection.

Term and Termination

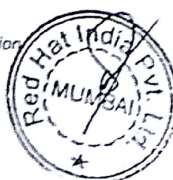
Term and Termination of Agreement. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

6.2.1 The term of an Order Form begins on the date the Order Form is executed ("Order Form Effective Date") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.

2.2 If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat, in the event either party terminates an Order Form, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.

5.3 Survival. If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 12, 13.1, 13.5-13.13, and 14 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.



Continuing Business

Nothing in this Agreement will preclude or limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

Limitation of Liability and Disclaimer of Damages

9.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY RED HAT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

9.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

Confidentiality

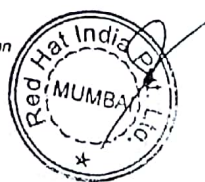
9.1 Obligations. During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "Confidential Information" means all information disclosed by either Red Hat or Client ("Disclosing Party") to the other party ("Recipient") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

9.2 Exclusions. Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the legal right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

10. Representations and Warranties

10.1 General Representations and Warranties. Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

10.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY RED HAT "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, CLIENT'S EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct



operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services.

11. Open Source Assurance Program

For Software that is Red Hat branded, purchases under this Agreement may entitle Client to participate in Red Hat's Open Source Assurance Program which is described at <http://www.in.redhat.com/rhel/details/assurance/>. The terms for this optional program are subject to a separate agreement which can be viewed at http://www.in.redhat.com/legal/open_source_assurance_agreement.php

12. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the Republic of India without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the non-exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Mumbai, India, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

13. Miscellaneous

13.1 Notices. Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 1801 Varsity Drive, Raleigh, North Carolina 27606; Facsimile: (919) 754-3704.

13.2 Assignment. This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 5.1 and 6.2.2, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.

13.3 Independent Contractor. Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Red Hat may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Red Hat remains responsible to Client for performance of its obligations hereunder.

13.4 Force Majeure. Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

13.5 Non-solicitation. Client agrees not to solicit or hire any personnel of Red Hat involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Red Hat who, without other solicitation, responds to advertisements or solicitations aimed at the general public.

13.6 Export and Privacy. Red Hat may supply Client with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 13.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Red Hat may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners and/or subcontractors, which may be located worldwide.

13.7 Dispute Resolution. Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights.

13.8 Headings. All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.

13.9 Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.

13.10 Waiver. The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.

Red Hat Enterprise Agreement
(India)

Vijay Kumar

PRINCIPAL

M. J. Indira College of Engineering

Page 6 of 9
Red Hat Confidential Information



May 5, 2009

13.11 **Complete Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement will be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Red Hat, its Affiliates or their respective personnel will be made against Red Hat alone.

13.12 **Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.

13.13 **Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.

14 **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

[Signatures appear on the following page]

V. Jeyaraj

PRINCIPAL
Thiagarajar College of Engineering
MADURAI - 625 015



Each of the parties has executed this Agreement by its duly authorized representatives as of the Effective Date.

Thiagarajar College of Engineering

V. Abhai Kumar
Signature

DR. V. ABHAI KUMAR
Printed Name

PRINCIPAL, TCE
Title

26-11-2013
Date

Red Hat India Private Limited

[Signature]
Signature

SONNIVOLGRISSOVIK BROMHA
Printed Name

VIHONGS-XIAOS DIRECTOR FINANCE
Title

29 JAN 2014
Date

In order for Red Hat to process this Agreement, please sign and return this Agreement to Red Hat as follows:

Facsimile: + 91 22 39378899

Address: Red Hat India Pvt. Ltd.,
A-201, "A" Wing, 2nd Floor,
Supreme Business Park,
Supreme City, Hiranandani Gardens,
Powai, Mumbai - 400 076, India.

Attention: Business Affairs

Attention: Contracts Administrator

To Client: please provide contact information for exchange of countersigned documents below:

Facsimile : +91 0452 2483427

Address : Thiagarajar College of Engineering,
Tirupparankundram,
Madurai-625 015,
Tamil Nadu, India

Attention : Dr.V.Abhaikumar,
Principal, TCE

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Thiagarajar College of Engineering
MADURAI - 625 015.



APPENDIX 5 RED HAT INDIA ACADEMY APPENDIX

This Red Hat India Academy Appendix ("RHA Appendix") details the benefits and terms under which the Client can participate in the Red Hat India Academy Program offered in India. Both Parties agree that the Red Hat India Academy Program ("RHA Program") provided to you hereunder is subject to the terms and conditions of the Order Form, Enterprise Agreement and this RHA Appendix, including all schedules and exhibits hereto (together the "Agreement") and is only offered for use in India. The effective date of this RHA Appendix ("Effective Date") is the date of the last signature on the Order Form although the term of the RHA Program will be as set forth in the Purchase Summary of the Order Form. All references to the term "Client" in the Order Form or Enterprise Agreement shall refer to the particular academic institution who qualifies for the RHA Program and signs an Order Form agreeing to the terms and conditions of the Agreement. The Client shall be referred to herein as the "Academy". References in the Enterprise Agreement to "Services" shall be deemed to include the Red Hat India Academy Program and all Services and Curriculum provided hereunder.

1. Background

This RHA Appendix establishes the terms and conditions under which Red Hat will provide Software and Services to Academy who will teach the Curriculum to Students as provided herein. "Curriculum" means the Courses and Course Materials, whether in print or electronic format, as provided by Red Hat as part of the Red Hat Academy Program. "Course" or "Courses" means the specific courses or units of study that may be taught under this RHA Appendix as set forth in Exhibit A. "Course Materials" means all curriculum designs, course names and numbers, course materials, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations. "Exam" means a Red Hat performance based certification exam. "Exam Kit" means a set of electronic files, scripts, instructions and documents for one complete delivery of an Exam. "Software" means Red Hat Enterprise Linux and Red Hat Enterprise Linux Desktop that are necessary to run the Courses. "Student" is an individual enrolled in the Academy's school, or institution of learning. "Teacher" is an Academy employee, contractor or agent who will use the Curriculum to instruct Students. "Territory" is India. "Unit" is defined in Exhibit A.

2. Program Terms and License

2.1 Program Implementation. The Parties agree to implement the RHA Program and perform the obligations specified in Exhibit A. Partner will order and pay the applicable Fees for the Red Hat Academy Program Package to obtain the Student Kits and Exams for each Student attending a Course. Partner agrees to pay the Program Fee in full prior to receiving any of the benefits under the RHA Program. The Parties agree that Course Materials or portions thereof will not be provided to End User(s) prior to delivery of Course under any circumstances. Reproduction of the Course Materials, including without limitation videotaping or recording, by Academy or End Users is not permitted under any circumstances. "Train the trainer" approaches to delivery of the Learning Services to End Users are not permitted under any circumstances.

2.2 License and Ownership

2.2.1 License Grant. Red Hat grants Academy a non-exclusive, revocable, fully paid license, with no right to sublicense, to use and deliver the Curriculum and Course Materials pursuant to Exhibit A in the Territory and subject to the following (a) distribution of Course Materials is limited to one (1) copy per Student; (b) Curriculum and Course Materials are provided solely for the use by Students in the Course and may not be copied or transferred without the prior written consent of Red Hat; (c) Curriculum must be taught sequentially over a period of time not less than 6 months long; and (d) Course Materials must be purchased for each Student attending a Course. Notwithstanding the foregoing, all Curriculum and Course Materials are the sole property of Red Hat and are copyrighted by Red Hat unless otherwise indicated thereon. Red Hat will have sole ownership of any methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Academy and Students in the Course. Use of the Software is subject to the End User License Agreement set forth http://www.redhat.com/licenses/rhel_rha_eula.html. The Services may only be used by Academy. Academy is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Course(s) and Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all student and teacher information.

2.2.2 Retained Rights. No part of the Courses or Course Materials may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Academy's rights in the Course Materials are limited to those license rights expressly granted under this Agreement, and Red Hat retains all rights not expressly granted. Academy will not (a) modify the Course Materials in any manner; or (b) use the Course Materials for any purpose not specifically permitted by this Agreement. Red Hat will own and retain all right, title, and interest in the Course Materials and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Academy, notwithstanding any use of terms such as "purchase" "sale" or the like within this Agreement. Academy agrees that its use of the Course Materials will be to fulfill obligations under this Agreement. Any unauthorized use of the Course Materials will be deemed a material breach of this Agreement.

2.3 Red Hat Marks

2.3.1 As used in this Agreement, the term "Red Hat Marks" means the trademarks owned by Red Hat, Inc. or a Red Hat Affiliate that are set forth in Exhibit B. Red Hat, Inc. grants Academy a non-exclusive, non-transferable, royalty-free, revocable license in the Territory and during the Term to use the Red Hat Marks solely in connection with the marketing and distribution of the Curriculum as permitted in this Agreement, without the right to sublicense. Any other use of the Red Hat Marks is not permitted under this Agreement.

Thiagarajar
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Thiagarajar College of Engineering
Madurai - 625 015



2.3.2 Academy agrees to use the Red Hat Marks only as stated in this Agreement, and in doing so, to follow the standards of quality established by Red Hat, Inc. and to adhere to the trade mark usage guidelines found at:

<http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms found in the Program Appendix(ices) (the "Red Hat Trademark Guidelines"). Academy agrees not to use the Red Hat Marks in combination with any other trade name, trademark or service mark, without the prior written approval of Red Hat, Inc. Upon Red Hat's request, Academy will provide Red Hat with representative samples of the use of Red Hat Marks contained within any materials including web pages, marketing, advertising, promotional and collateral materials ("Promotional Materials").

2.3.3 If Red Hat determines that Academy is using the Red Hat Marks improperly, and/or in connection with goods or services not covered under this Agreement or outside of the Territory, Red Hat will notify Academy, and Academy will remedy the improper use within two (2) business days following receipt of such notice from Red Hat. Use of the Red Hat Marks other than as expressly permitted in this Agreement, shall constitute material breach of this Agreement. If such material breach has not been cured within two (2) business days following receipt of notice from Red Hat, Red Hat shall, notwithstanding Section 6.2, have the right to immediately terminate this Agreement. Academy agrees that its use of the Red Hat Marks after termination of the Agreement for any reason will cause Red Hat irreparable harm.

2.3.4 All goodwill created by the uses of the Red Hat Marks by Academy is created for the sole benefit of, and accrues to Red Hat, Inc. Academy acquires no right, title or interest in the Red Hat Marks or the goodwill associated with them, other than the right to use the Red Hat Marks according to this Agreement. In accepting this Agreement, Academy acknowledges Red Hat's ownership of the Red Hat Marks, their validity and the goodwill connected with the Red Hat Marks. Academy will not challenge the validity of the Red Hat Marks, nor assist any one in challenging it. Academy agrees not to make any application to register the Red Hat Marks or any domain names containing the Red Hat Marks, and not to use or register any trade name, trademark, service mark, slogan, logo or domain name that is confusingly similar to, or a reference to any Red Hat common law or registered trademark or service mark during or after the Term of this Agreement. At the request of Red Hat, Academy will execute any papers or documents reasonably necessary to protect the rights of Red Hat in the Red Hat Marks and will execute and deliver such other documents as may be reasonably requested by Red Hat or Red Hat, Inc.. Academy's use of the Red Hat Marks may not state or imply sponsorship or endorsement of Academy by Red Hat. Academy may not disparage Red Hat, Red Hat Marks or Curriculum. The right of Academy to use the Red Hat Marks will cease immediately upon the termination or expiration of this Agreement and Academy must immediately discontinue use of the Red Hat Marks. If Academy becomes aware of any (possible or actual) infringement of the intellectual property rights of Red Hat it will immediately notify Red Hat in writing. This Section will survive termination or expiration of this Agreement.

2.3.5 Academy agrees that when using the Red Hat Marks in any documentation or Promotional Materials to include the following trademark legend: "[Name of Red Hat trademark] is a trademark of Red Hat, Inc., registered in the U.S. and other countries. Used under license." Red Hat's trademark legend will be no less prominent than the trademark legend for Academy's trademarks. As used in this RHA Appendix, the term "Marks" mean the trademarks owned by Red Hat that are set forth in Exhibit B. Red Hat grants Academy a non-exclusive, non-transferable, worldwide, royalty-free, revocable license, with no right to sublicense, to use and display the Marks solely in connection with Academy's authorized marketing and distribution of the Courses and Curriculum. This license is granted only to Academy and does not extend to any of Academy's affiliated and/or subsidiary companies. All other usage of the Marks is prohibited.

2.4 Copyright Notices. Academy will ensure that all copies of the Curriculum in Academy's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Academy will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

3. Publicity. Red Hat and Academy shall each have the right to identify Academy as a Red Hat Academy customer, provided, however, that for any press release, media alert, or other public communication each party shall obtain the other party's review and written consent before publishing such information in either electronic or print media.

4. Survival. In addition to those sections identified in Section 6.3 of the Enterprise Agreement, Sections 2.2.2, 2.3.4 and 5 of this RHA Appendix will survive termination of the Agreement.

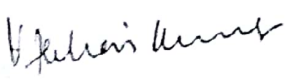

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Exhibit A (Tier 2)
Red Hat Academy Program Details

Section I: Red Hat Academy Program Package:

A. Red Hat Academy Program Package:

A "Unit" for purposes of this Red Hat Academy Program shall be defined as the Red Hat Academy Program Package ("RHA Program Package"). Academy shall pay the Fees set forth in the Purchase Summary of the Order Form for each RHA Program Package it purchases as well as for any Additional Student Kits or Exams it purchases.

Red Hat Academy Packages consists of:-

Description	Training/Courseware (in Rs.)	Quantity	For Use By	Total Authorisation Fees (in Rs.)	Term
RHCSA & RHCE Training	9000/- per candidate	40 Candi- dates	Thiagarajar College of Engineering	3,60,000/- + Taxes	1 Year

To Per student exams fee is as below:

Exams	First Attempt Exam Fees	Reattempt Exam Fees
EX200 (RHCSA)	NIL	50% of Standard Fees
EX300 (RHCE)	NIL	50% of Standard Fees

* As a special offer ONLY for Thiagarajar College of Engineering, Red Hat will conduct certification exams for 40 candidates absolutely free of cost in the first year of signup. Additionally, for any students who fail to clear the exam in the first attempt, will get a second shot at the exam at 50% of the standard fees.

"Exam Training Units" are Red Hat's training credits that may be redeemed by you for the RHCE Exam. You must use Training Units within one (1) year of the date of purchase; if unused, these Exam Training Units will be forfeited. Training Units : (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discount, special offer or coupon and (f) can only be redeemed in the same geographic region and currency as purchased.

B. RHA Program Package Additional Terms and Conditions:

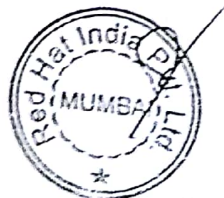
1. Red Hat will provide the Academy with one copy of the Software that is being taught in the Course.
2. Training Fees mentioned in the contract for RHCSA & RHCE will remain the same during the term of the contract.
3. Examination Fees mentioned in the contract for RHCSA & RHCE will remain the same during the term of the contract.
4. The Academy is responsible for scheduling the batches for training & inform Red Hat minimum 30 days in advance.
5. Minimum Training Batch Size: The minimum batch size for the training to be delivered is 20.
6. The Academy is responsible for scheduling the batches for examination & inform Red Hat minimum 30 days in advance.
7. Minimum Examination Batch Size: The minimum batch size for the examination to be delivered is 10.
8. Academy shall pay all Fees owed to Red Hat pursuant to the terms and conditions of the Enterprise Agreement.
9. Academy shall pay for all applicable taxes. Red Hat is not liable for any and all taxes.
10. Red Hat will provide the Academy, the Student Kits on completion of Signup.
11. Term: The agreement period is for one (1) year only, renewal is subject to Red Hat's discretion.
12. Certification Fee: Offering certification to trained students is optional & additional. All the students enrolled for the Red Hat Academy program and having completed their training, would be entitled to appear for the RHCSA & RHCE examinations, conducted within the campus.
13. Training Delivery: Red Hat will nominate Red Hat Certified Engineers who shall deliver training. They will be from Red Hat or from a partner.
14. Examination Delivery: Red Hat will deliver the examinations directly in the college premises.

V. Jagan Kumar

PRINCIPAL

Thiagarajar College of Engineering

Muthuraj - 625 015



15. Renewal: Red Hat may revise the training & certification prices, based on market conditions. The Red Hat Academy status can only be renewed by signing up for the minimum number of students & modules equivalent to the first year volume of training in the subsequent years.
16. PAYMENT TERMS: The Academy would be required to release a Purchase Order with the above mentioned terms and conditions. 100% payment has to be made in advance for the delivery of training or certification examinations. The payment has to be made by DD in favor of Red Hat India Pvt. Ltd., payable at Mumbai.

SECTION II: Responsibilities of Academy

A. Sales, Marketing, Enrollment:

1. Academy will market and promote Academy's offering of the Curriculum at Academy's expense.
2. Academy will provide all customer service to Students.
3. Academy is responsible for all aspects of delivery of the Curriculum at Academy's cost.

B. CURRICULUM SUPPORT

- a) Eligibility Criteria : The Red Hat official curriculum delivered through Red Hat Academy at the institution should be offered only to students who are undergoing full time undergraduate/ post graduate courses of the respective institution. The RHA is not authorized to provide Red Hat training or examination to any students who do not belong to the institution.
- b) Training Facilities & IT Infrastructure : The institution would organize for the necessary classrooms, hardware infrastructure and allocate dedicated rooms for Red Hat Training & Examinations. The standard set of IT hardware & infrastructure for training & examination is attached along with this document. The institution must upgrade the infrastructure as per Red Hat's standard norms to conduct up to date Red Hat training & certification.
- c) The Linux "Penguin" image should not be displayed near or on or in association with the Curriculum.
- d) Any promotion of free or discounted re-takes of Exams must be approved in writing by Red Hat.
- e) Academy will only use the logo's provided by Red Hat.

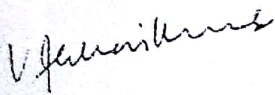
SECTION III: Responsibilities of Red Hat

Upon payment of the above fees, Red Hat will provide the following to the Academy:

1. Develop and Maintain the Curriculum.
 - a. Develop and maintain the Curriculum and Red Hat Academy Program.
 - b. Correct any defects or errors in the Red Hat Course(s) Materials upon notification by Academy within a mutually agreeable time frame.
 - c. Define the process by which instructors become RHCIs qualified to teach Red Hat Course(s) at Red Hat and in Academy's facilities.
2. Set Up Of Red Hat Enterprise Linux Lab
 - a. Technical Set-up: Support in setting up of Red Hat Enterprise Linux Lab in the premises of the college to promote Open Source Technologies and Linux.
 - b. Media Servers: Red Hat Enterprise Linux (RHEL) v6 (one per lab). Please note that the media supplied to RHA would be supported by Global Learning Services, Red Hat India Pvt. Ltd.

3. CURRICULUM DELIVERY

- a. Training: Red Hat would depute Red Hat certified trainer to Train the students (T2).



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Thiagarajar College of Engineering



- b. **Certification:** The Red Hat Certified System Administrator (RHCSA) & the Red Hat Certified Engineer (RHCE) examination, depending upon the program for which the institution has signed up for.
- c. **Curriculum Contents:** The Red Hat Certified System Administrator (RHCSA) or the Red Hat Certified Engineer (RHCE) official curriculum, depending upon the program for which the institution has signed up for, would be covered as part of the training program.
- d. **Seminars & Additional Programs:** Red Hat would conduct one workshop every six month on topics related to Open Source Technologies for the students and faculties of the institution.
- e. **Participation Certificates:** Students on completion of each of the modules would receive a course completion certificate jointly signed by Red Hat and program coordinators of the institute.
- f. **Courseware:** Red Hat would provide all the necessary official courseware kits for the successful conduct of the batches. Initially, Red Hat would provide 50 sets of courseware kits for the Red Hat Certified System Administrator (RHCSA) and the Red Hat Certified Engineer (RHCE), depending upon the program for which the institution has signed up for, along with training collateral at no additional cost.

4. **Deliver the Exams, process Exam Data, issue notifications to End Users:**

1. Make Exam Kits available to Academy.
2. Red Hat will deliver all Exams at Academy location.
3. Upon receipt from Red Hat's RHCX of a properly completed Exam Data, Red Hat will notify all individual Exam-Takers of the results of the Exam. Red Hat will also issue electronic Certificates to those individuals who have a PASS on the Exam.
4. Red Hat will maintain a website service accessible via the web to verify certificates by certificate number for each certified Exam-Taker.
5. Red Hat will issue a refund to Academy for an Exam Fee only under the following circumstances:
 - a. Red Hat received the Exam Data in good order from the RHCX but reported official results to the Exam-Taker(s) thirty (30) days or later from date of receipt AND the Exam-Taker(s) has requested that Academy issue a free re-take of the Exam for this reason. NOTE: Red Hat will only report individual results via the email address supplied by the Exam-Taker or as tabulated in the Exam Data. Red Hat is not responsible if the email address supplied is invalid, mistaken, or if End User's email service has been interrupted or otherwise does not receive incoming messages.
 - b. A version of an Exam is found to contain built-in error(s) or fault(s) in scoring or in answer(s) of such magnitude that in Red Hat's judgment the entire instance of the Exam is invalid and Exam-Taker's results must be rejected. (NOTE: Failure of equipment at any Academy-sponsored training venue to support or properly run an Exam is the responsibility of Academy and cannot be considered a built-in error or fault of the Exam.)



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Madurai - 625 015

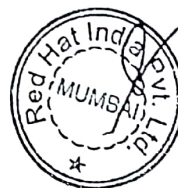


Exhibit B
Works

The following is the "Work" that is authorized to be used as part of the Red Hat Skills Academy Program:



APTC Welcome Package

Topics Covered

Before You Begin.....	1
Tips for Documentation Submission	2
APTC Operating Agreement	4
W-8.....	14
Prometric Electronic Funds Transfer	22
EFT Definitions	23

Before You Begin

Please read the *Tips for Documentation Submission* (p.2) and *EFT Definitions* (p.23) first as these pages will provide everything you will need to know about how to fill out the forms and define unfamiliar words and terms.

➤ W-8 or W-9 Form:

Complete the top section of the appropriate form (typically, W8 for companies established outside the US; W9 for companies established within the US), *SIGN** at the bottom of page 1. Instructions have been included for the W8 and W9 forms.

- Why does Prometric ask for a W-8 from their testing partners outside of the United States?

Prometric must establish that a testing partner (site) outside of the United States is eligible for reduced income tax withholding in the United States or Prometric is required to withhold 30% of any payment and submit that to the Internal Revenue Service. In order for Prometric to determine that a testing partner can be paid without withholding tax, Prometric needs a completed W-8 from the testing partner.

- Who does Prometric provide this information to?

Prometric files the completed W-8 forms with each site's contract, and does not share this information. In very rare cases, Prometric may be required to demonstrate to the U.S. Internal Revenue Service that we are in compliance with the U.S. code.

➤ Electronic Funds Transfer (EFT):

If you elect to have your compensation sent via electronic funds transfer, please complete this form and *SIGN**. If you do not elect EFT, please write "N/A" across the form and return with your documents.

*SIGN

Please sign all documents as indicated. Individuals signing the documents on behalf of your company must have the authority to bind your company to the terms and conditions in each document.

➤ Returning your document to Prometric:

1. **Emailing your agreement package:** If you choose to scan your signed document package and return via email, please save the file in .pdf format and email to startmeup@prometric.com.
2. **Faxing your agreement package:** If you choose to fax your signed document package, please fax all pages to: 1-410-537-1420.

➤ Your fully executed agreement returned by Prometric:

Prometric has moved to an electronic signature process for the agreements. Your agreement will be signed electronically by Prometric (unless prohibited by law), and returned to you via email at the email address provided by you in Section 16.0 on page 8 of the agreement.

V. K. K. K.

PROJ. MANAGER

PROJ. MANAGER

Operator understands and agrees that registered trademarks, trade names and logos (i.e., the "Marks") of Prometric and Testing Clients that Operator may be using are the property of the registered owners thereof, and that Operator shall have no interest or ownership in same, except the license to use same in accordance with this Agreement. Operator agrees that any and all goodwill associated with the Marks shall inure directly and exclusively to the benefit of the owner of the Marks and that upon termination of this Agreement, Operator shall not be entitled to any monetary amount or compensation attributable to enhancement of such goodwill as a result of Operator's efforts hereunder. Operator agrees not to use any Marks except as expressly directed or approved by Prometric and to comply with any and all directives issued by Prometric on the matter of usage of the Marks associated with APTC Services.

3.0 TERM AND RENEWAL: This Agreement shall commence on the Effective Date and shall have an initial term of one (1) year, unless earlier terminated as provided herein. This Agreement will automatically renew for an unlimited number of consecutive one (1) year renewal periods on each expiration date. Either party may terminate this Agreement at anytime with thirty (30) days advance written notice to the other party.

4.0 PROMETRIC OBLIGATIONS: Software and Training: Prometric shall provide to Operator all Testing System Software necessary to offer and deliver APTC Services that Prometric shall authorize for delivery by the Test Center. Prometric will establish and maintain a program for training and certifying the Test Center Owner(s) and/or management staff and TCAs in the provision, marketing and support of the APTC Services to Prometric's and/or Testing Client's standards and satisfaction. TCAs are required to re-certify on an annual basis.

5.0 OPERATOR'S RESPONSIBILITIES: (Failure to adhere to these policies may result in suspension or termination of this Agreement.)

5.1 Operational Requirements: Operator shall, at its expense, comply with the APTC facilities and equipment requirements for the operation of a Test Center in accordance with the requirements set forth on the Prometric website and in the Manual. Operator agrees to accept and implement all upgrades within thirty (30) days of notification.

5.2 Data Privacy: Operator agrees that it will only use Candidate names or Candidate-related personal information obtained through the registration or testing process solely for the purpose of fulfilling its obligations under this Agreement. Additionally, Operator agrees to abide by the terms and conditions of the Prometric Data Privacy Policy and the Personal Information Security Addendum as set forth in the Manual, as they are communicated and updated from time to time.

5.3 Facility: Operator agrees to provide, at its own expense, an APTC convenient for access by Candidates (including those who are disabled) and suitable for secure testing purposes, as specified by Prometric in the Manual. Within the United States and Canada, the Operator and Facility are to conform, at a minimum, to the standards set forth in the "Americans with Disabilities Act of 1991", where applicable. Outside of the United States and Canada, Operator and Facility are to conform to any other local laws or regulations applicable to the site of the Operator, which address access by and accommodation of disabled persons. Operator agrees to abide by Prometric's policy regarding compliance with US foreign policy and regulations published by the Office of Foreign Assets (OFAC) as specified on Prometric's website.

5.4 Test Center Owner/Management and Test Center Staff Requirements: Operator agrees to be certified as a TCA and agrees to require all Test Center staff who will manage and/or perform check-in, proctoring and Test administration services to be certified by Prometric as a TCA. Operator shall, at its expense, adhere to the APTC Test Center staffing requirements as detailed on Prometric's website.

5.5 Breach of Security: Operator agrees to notify Prometric of any breach of security, any attempted cheating, any flaw in the physical or software security systems or any other security breach that it is or becomes aware of. Such notice shall be given to Prometric via telephone call as outlined in the Manual immediately upon discovery, and confirmed in writing as outlined in the Manual, the next business day after such breach is discovered.

5.6 Relocation of APTC: Operator will not relocate the Test Center without notifying Prometric in writing, no less than thirty (30) days prior to the relocation.

Quarterly Test Volume per Site	Compensation Per Test (USD\$)
0-44	\$0.00
45-299	\$5.00
300+	\$10.00

8.2 Distribution of Compensation: Prometric will pay Operator its compensation earned in a given calendar month, and reimburse Operator for honoraria paid in said month, by the 20th day of the month immediately following the end of the calendar month. (Certain exceptions for timing of payment may apply to international regions.) Prometric may, at its election, pay Operator by automatic deposit/electronic funds transfer (EFT). If EFT is elected, Prometric will provide Operator by the 20th of the month a statement detailing the compensation paid. This statement may be mailed, posted on a secure Website, or transmitted electronically. Except as otherwise provided herein, Prometric may assess an administrative fee of US\$50.00 per month against Operators who choose not to use EFT for deposit of monthly compensation and require delivery of hard copy checks. This US\$50.00 fee may be deducted from the monthly compensation.

8.3 All Operators will be invoiced on a monthly basis for Candidate Fees collected or Prometric services rendered to Operator during the prior month. The invoice will be netted against any fees owed to the Operator. The payment terms will be Net 30 days with a late payment penalty of US\$15.00 to be assessed after thirty (30) days, where applicable and except as otherwise provided herein, any additional Operator related fees owed Prometric, at that time, will be assessed an additional US\$15.00 per US\$1,000.00 owed. Payment to Operator will be made when US\$400.00 is accumulated or after six (6) months of activity in order to reduce the costs associated with transferring funds.

8.4 Test Delivery Fee: See Exhibit B for detailed compensation by Test volume for Test results received from an APTC, Private APTC, Academic/University APTC, Mobile APTC, and Multiple Site APTC.

For Government APTCs only, Prometric shall not provide any compensation to Operator for Test delivery. For Academic/University APTCs and Government APTCs, the EFT fees and late payment penalties shall not apply.

9.0 CONFIDENTIALITY AND SECURITY: Operator acknowledges and agrees that certain Prometric and Testing Client proprietary and confidential information, including without limitation Owned Technologies and Materials (collectively, "Proprietary and Confidential Information") shall be disclosed to Operator and its employees of the APTC. Operator agrees that it will not disclose the Proprietary and Confidential Information to any third party and only to employees of APTC with a need to know such information. The Proprietary and Confidential Information shall always be stored in a secure, locked location. Operator agrees that it will use the Proprietary and Confidential Information for the sole purpose of performing its responsibilities in connection with this Agreement.

The obligation of confidentiality and non-use assured by Operator shall not apply to i) information which at the time of disclosure is in the public domain, ii) information which lawfully becomes part of the public domain other than information disclosed by said Operator, its officers and/or agents, iii) information known to Operator prior to disclosure according to its own written records, iv) information lawfully disclosed to Operator by a third party who is not under an obligation of confidentiality with respect to the information. In the event that Operator receives a subpoena or other validly issued administrative or judicial process requesting Proprietary and Confidential Information, Operator shall provide Prometric prompt notice of such receipt, providing Prometric reasonable opportunity to intervene in the proceeding before the time Operator is required to comply with the subpoena or other process.

10.0 PROMETRIC'S RIGHT TO AUDIT:

10.1 Technical Audits: Prometric and each Testing Client reserve the right to send observers with proper photo identification to the APTC to observe/monitor operations during APTC staff training sessions, administration of Tests, and pre- and post-testing periods, and to verify APTC security arrangements. Prometric also reserves the right to send independent investigators acting as Candidates to APTC to observe administration of Tests, pre- and post testing periods, and to verify security arrangements, at any time during the term of this Agreement.

14.3 Notices: Unless otherwise provided herein, any notice required or permitted by this Agreement shall be in writing, addressed at the address given on the signature page at the end of this Agreement, or to such other address as the party by notice informs the other, and shall be mailed by first class mail, if not hand delivered or transmitted via facsimile, and shall be effective on the sooner of actual receipt or three (3) days after mailing. Any notice required or permitted by this Agreement shall be in writing addressed as follows: Vice President, North America Channel Management, 1301 South Clinton Street, Baltimore, Maryland 21224, or: General Counsel.

14.4 Modification: Neither Prometric nor Operator may modify this Agreement except by an instrument in writing signed by Prometric and Operator.

14.5 Entire Agreement: Operator acknowledges that this instrument and all attachments hereto constitute the entire Agreement of the parties as to the matter hereof. This Agreement terminates and supercedes any prior Agreement between the Parties concerning same subject matter.

14.6 Relationship of the Parties: Under this Agreement, Operator agrees that it will perform as an independent contractor and not an employee or agent of Prometric or any Testing Client. The parties acknowledge and agree that the arrangements embodied in this Agreement do not constitute a franchise.

14.7 Jurisdiction and Venue: The parties agree that this Agreement shall be interpreted and enforced according to the laws of the State of Maryland, except as to those provisions of this Agreement that may not be enforceable under the laws of said state; in which event, that provision(s) shall be interpreted and enforced according to the laws of the state in which the authorized locations herein lie.

14.8 Survival of Certain Terms: It is mutually agreed that these sections 2.0, 9.0, 10.0, and 13.0 shall survive any termination/expiration of this Agreement.

14.9 Financial Administrator: Operator agrees to designate an individual in Section 17.0 of this Agreement as its Financial Administrator and authorizes him/her to act on behalf of the Operator regarding financial matters and forms relating to this Agreement as required by Prometric.

14.10 Electronic and Fax Signatures. Electronic and facsimile signatures of the Agreement shall be binding as originals. Unless required by applicable law, no originals of this Agreement shall be provided to Operator.

Exhibit A
MULTIPLE TEST CENTER SITES

This Exhibit A is incorporated by reference and made a part of the Agreement between the Operator and Prometric. The Operator shall operate multiple APTCs as defined in Section 15.0 Multiple Site APTC under the Agreement and agrees to designate one location that will receive monthly compensation for all APTCs listed in this Exhibit A. Each APTC will be eligible for the pricing and services contained in the Agreement and Exhibit B. Operator warrants that each APTC listed is an Affiliated Company or Affiliated Center as defined in the Agreement. Operator further warrants that it has the authority to bind the Affiliated Companies and Affiliated Centers to the obligations and the ability to enforce compliance of the terms of the Agreement.

Please list the name, address, phone and fax numbers, and site code for each APTC covered under the Agreement below:
Designated Site for Payment (must match W-8)

Site Code: _____

Affiliate Centers

Site Code: _____ Mobile site? Y or N

Site Code: _____ Mobile site? Y or N

Site Code: _____ Mobile site? Y or N

Site Code: _____ Mobile site? Y or N

Site Code: _____ Mobile site? Y or N

Site Code: _____ Mobile site? Y or N

Site Code: _____ Mobile site? Y or N

Site Code: _____ Mobile site? Y or N

Please attach additional pages if needed.

V. S. Sankaranarayanan

PRINCIPAL

THIAGARAJAR COLLEGE OF ENGINEERING
MADURAI - 625 015. (TN)

Exhibit B COMPENSATION DETAILS

Quarterly Test volumes are cumulative for the months within a calendar quarter for purposes of calculating monthly compensation. Calendar quarters are: Quarter 1 - January, February, March, Quarter 2 - April, May, June, Quarter 3 - July, August, September, and Quarter 4 - October, November, December. Compensation for monthly Test volumes will be earned based on the tiered schedule above for the cumulative number of Test results received at the end of any given month within a calendar quarter. Test results received mid-quarter will be counted toward full quarter targets for the tiered schedule and will not be prorated.

The compensation per Test is quoted in USD\$, and payment will be made based on the schedule set forth in Section 8.0 of the Agreement. (The Per Test \$\$ amounts listed below may not match your current compensation and are provided FOR EXAMPLE PURPOSES ONLY and use a tiered schedule of 0-44 Test results received=\$0; 45-299 Test results received=\$5; and 300+ Test results received=\$10);

Example for compensation calculation when the Agreement covers a single APTC in any given quarter:

Month 1 - Test Center delivers 30 test results to Prometric - Test Center compensation = \$0.00

Month 2 - Test Center delivers 60 test results to Prometric - Test Center's cumulative volume for the quarter is 90 which will be paid at \$5.00 each, or \$450.00

Month 3 - Test Center delivers 230 test results to Prometric - Test Center's cumulative volume for this quarter is 320 which will be paid as follows: 320 results @ \$10.00 = \$3,200 less \$450 paid for results from Months 1 and 2, therefore, compensation received for Month 3 will be \$2,750.

Test volumes are not cumulative over subsequent calendar quarters and the counter for calculating quarterly compensation will be reset to zero at the commencement of the next calendar quarter.

Test volumes for Operators with multiple sites shall be aggregated across their APTCs as described below except for those Test volumes generated from a Mobile Test Center. Mobile Test volumes will be added to the Test volumes of the Parent site as if they were one (1) Test Center. Additionally, the Operator will receive one (1) invoice/remitance/statement for all APTCs listed on this Exhibit A, and the volume thresholds will be calculated as a multiple of the number of APTCs listed and the above referenced quarterly test volumes. Prometric shall include only those APTCs in the aggregation schedule described herein if a Test result is received from that APTC during a calendar quarter.

For the avoidance of doubt, the following example is provided:

Example for any given calendar quarter where a site operator has five (5) sites listed on this Exhibit, volume thresholds for compensation are as follows:

- *X < 225 = \$0 per test compensation where X equals results successfully returned to Prometric
- *225 ≤ X < 1500 = \$5 per test compensation where X equals results successfully returned to Prometric
- *X ≥ 1500 = \$10 per test compensation where X equals results successfully returned to Prometric

Please see below example of compensation earned during a calendar quarter for a site operator with six (6) sites (five (5) brick and mortar sites and one (1) mobile site) listed on this Exhibit A:

Centers	Month 1	Month 2	Month 3	Quarter Totals
Center 1	25	35	225	285
Center 2	55	45	175	275
Center 3	10	25	125	160
Center 4	60	55	240	355
Center 5	30	75	290	395
Center 6 (Mobile)	15	15	0	30
Total	195	250	1055	1500
Cumulative Total	195	445	1500	
Compensation	\$0	445 * \$5 = \$2,225	1500 * \$10 = 15,000 less \$2,225 paid, or \$12,775	\$15,000

V. Srinivasan
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- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or dependent personal services performed in the United States. Instead, provide Form 8233, Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual, or Form W-4, Employee's Withholding Allowance Certificate.
- You are receiving income that is effectively connected with the conduct of a trade or business in the United States, unless it is allocable to you through a partnership. Instead, provide Form W-8ECI, Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States. If any of the income for which you have provided a Form W-8BEN becomes effectively connected, this is a change in circumstances and Form W-8BEN is no longer valid. You must file Form W-8ECI. See *Change in circumstances* on this page.
- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide Form W-8EXP, Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. However, you should use Form W-8BEN if you are claiming treaty benefits or are providing the form only to claim you are a foreign person exempt from backup withholding. You should use Form W-8ECI if you received effectively connected income (for example, income from commercial activities).
- You are a foreign flow-through entity, other than a hybrid entity, claiming treaty benefits. Instead, provide Form W-8IMY, Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding. However, if you are a partner, beneficiary, or owner of a flow-through entity and you are not yourself a flow-through entity, you may be required to furnish a Form W-8BEN to the flow-through entity.
- You are a disregarded entity for purposes of section 1446. Instead, the owner of the entity must submit the form.
- You are a reverse hybrid entity transmitting beneficial owner documentation provided by your interest holders to claim treaty benefits on their behalf. Instead, provide Form W-8IMY.
- You are a withholding foreign partnership or a withholding foreign trust within the meaning of sections 1441 and 1442 and the accompanying regulations. A withholding foreign partnership or a withholding foreign trust is a foreign partnership or trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary withholding responsibility for each partner's, beneficiary's, or owner's distributive share of income subject to withholding that is paid to the partnership or trust. Instead, provide Form W-8IMY.
- You are acting as an intermediary (that is, acting not for your own account, but for the account of others as an agent, nominee, or custodian). Instead, provide Form W-8IMY.
- You are a foreign partnership or foreign grantor trust for purposes of section 1446. Instead, provide Form

W-8IMY and accompanying documentation. See Regulations sections 1.1446-1 through 1.1446-6.

Giving Form W-8BEN to the withholding agent. Do not send Form W-8BEN to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment, who credits your account, or a partnership that allocates income to you. Give Form W-8BEN to the person requesting it before the payment is made to you, credited to your account or allocated. If you do not provide this form, the withholding agent may have to withhold at the 30% rate, backup withholding rate, or the rate applicable under section 1446. If you receive more than one type of income from a single withholding agent for which you claim different benefits, the withholding agent may, at its option, require you to submit a Form W-8BEN for each different type of income. Generally, a separate Form W-8BEN must be given to each withholding agent.

Note. If you own the income or account jointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8BEN are provided by all of the owners. If the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.

Change in circumstances. If a change in circumstances makes any information on the Form W-8BEN you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you must file a new Form W-8BEN or other appropriate form.

If you use Form W-8BEN to certify that you are a foreign person, a change of address to an address in the United States is a change in circumstances. Generally, a change of address within the same foreign country or to another foreign country is not a change in circumstances. However, if you use Form W-8BEN to claim treaty benefits, a move to the United States or outside the country where you have been claiming treaty benefits is a change in circumstances. In that case, you must notify the withholding agent or payer within 30 days of the move.

If you become a U.S. citizen or resident alien after you submit Form W-8BEN, you are no longer subject to the 30% withholding rate or the withholding tax on a foreign partner's share of effectively connected income. You must notify the withholding agent or payer within 30 days of becoming a U.S. citizen or resident alien. You may be required to provide a Form W-9. For more information, see Form W-9 and instructions.

Expiration of Form W-8BEN. Generally, a Form W-8BEN provided without a U.S. taxpayer identification number (TIN) will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8BEN signed on September 30, 2005, remains valid through December 31, 2008. A Form W-8BEN furnished with a U.S. TIN will remain in effect until a change in circumstances makes any information on the form incorrect, provided that the withholding agent reports on Form 1042-S at least one payment annually to the beneficial owner who provided the Form W-8BEN. See the instructions for line 6

A disregarded entity shall not submit this form to a partnership for purposes of section 1446. Instead, the owner of such entity shall provide appropriate documentation. See Regulations section 1.1446-1.

Amounts subject to withholding. Generally, an amount subject to withholding is an amount from sources within the United States that is fixed or determinable annual or periodical (FDAP) income. FDAP income is all income included in gross income, including interest (as well as OID), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums).

For purposes of section 1446, the amount subject to withholding is the foreign partner's share of the partnership's effectively connected taxable income.

Withholding agent. Any person, U.S. or foreign, that has control, receipt, or custody of an amount subject to withholding or who can disburse or make payments of an amount subject to withholding is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity, including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches of certain foreign banks and insurance companies. Generally, the person who pays (or causes to be paid) the amount subject to withholding to the foreign person (or to its agent) must withhold.

For purposes of section 1446, the withholding agent is the partnership conducting the trade or business in the United States. For a publicly traded partnership, the withholding agent may be the partnership, a nominee holding an interest on behalf of a foreign person, or both. See Regulations sections 1.1446-1 through 1.1446-6.

Specific Instructions

TIP A hybrid entity should give Form W-8BEN to a withholding agent only for income for which it is claiming a reduced rate of withholding under an income tax treaty. A reverse hybrid entity should give Form W-8BEN to a withholding agent only for income for which no treaty benefit is being claimed.

Part I

Line 1. Enter your name. If you are a disregarded entity with a single owner who is a foreign person and you are not claiming treaty benefits as a hybrid entity, this form should be completed and signed by your foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the foreign single owner should inform the withholding agent of this fact. This may be done by including the name and account number of the disregarded entity on line 8 (reference number) of the form. However, if you are a disregarded entity that is claiming treaty benefits as a hybrid entity, this form should be completed and signed by you.

Line 2. If you are a corporation, enter the country of incorporation. If you are another type of entity, enter the country under whose laws you are created, organized, or

governed. If you are an individual, enter N/A (for "not applicable").

Line 3. Check the one box that applies. By checking a box, you are representing that you qualify for this classification. You must check the box that represents your classification (for example, corporation, partnership, trust, estate, etc.) under U.S. tax principles. Do not check the box that describes your status under the law of the treaty country. If you are a partnership or disregarded entity receiving a payment for which treaty benefits are being claimed, you must check the "Partnership" or "Disregarded entity" box. If you are a sole proprietor, check the "Individual" box, not the "Disregarded entity" box.

CAUTION Only entities that are tax-exempt under section 501 should check the "Tax-exempt organization" box. Such organizations should use Form W-8BEN only if they are claiming a reduced rate of withholding under an income tax treaty or some code exception other than section 501. Use Form W-8EXP if you are claiming an exemption from withholding under section 501.

Line 4. Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. If you are giving Form W-8BEN to claim a reduced rate of withholding under an income tax treaty, you must determine your residency in the manner required by the treaty. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

Line 5. Enter your mailing address only if it is different from the address you show on line 4.

Line 6. If you are an individual, you are generally required to enter your social security number (SSN). To apply for an SSN, get Form SS-5 from a Social Security Administration (SSA) office or, if in the United States, you may call the SSA at 1-800-772-1213. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an individual taxpayer identification number (ITIN). To apply for an ITIN, file Form W-7 with the IRS. It usually takes 4-6 weeks to get an ITIN.

CAUTION An ITIN is for tax use only. It does not entitle you to social security benefits or change your employment or immigration status under U.S. law.

If you are not an individual or you are an individual who is an employer or you are engaged in a U.S. trade or business as a sole proprietor, you must enter an employer identification number (EIN). If you do not have an EIN, you should apply for one on Form SS-4, Application for Employer Identification Number. If you are a disregarded entity claiming treaty benefits as a hybrid entity, enter your EIN.

A partner in a partnership conducting a trade or business in the United States will likely be allocated effectively connected taxable income. The partner is

officer of the beneficial owner. If Form W-8BEN is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing the agent to represent the principal in making, executing, and presenting the form. Form 2848, Power of Attorney and Declaration of Representative, may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

Broker transactions or barter exchanges. Income from transactions with a broker or a barter exchange is subject to reporting rules and backup withholding unless Form W-8BEN or a substitute form is filed to notify the broker or barter exchange that you are an exempt foreign person.

You are an exempt foreign person for a calendar year in which:

- You are a nonresident alien individual or a foreign corporation, partnership, estate, or trust;
- You are an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; and
- You are neither engaged, nor plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to provide the

information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: Recordkeeping, 5 hr., 58 min.; Learning about the law or the form, 3 hr., 46 min.; Preparing and sending the form to IRS, 4 hr., 2 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can email us at taxforms@irs.gov. Please put "Forms Comment" on the subject line. Or you can write to Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6406, Washington, DC 20224. Do not send Form W-8BEN to this office. Instead, give it to your withholding agent.

V. Ganesan

PRINCIPAL

THIAGARAJAR COLLEGE OF ENGINEERING
MADURAI - 625 015 (TN)



motorola solutions
foundation

1303 E. Algonquin Rd.
Schaumburg, IL 60196 USA

The Northern Trust Company
Chicago, IL 60610
Payable Through
Northern Trust Bank, DuPage
Oakbrook Terrace, IL
70-2382-719

5199

PAY

Fifteen thousand and xx/100 Dollars

DOLLARS

TO THE
ORDER
OF

THIAGARAJAR COLLEGE OF ENGINEERING

I.D. NO.

DATE

AMOUNT

16371399

01/27/2014

\$15,000.00

FOR:

Enterprise Mobility Lab

Michael W. [Signature]
[Signature]
TWO SIGNATURES REQUIRED FOR AMOUNTS OVER \$10,000

⑈051995⑈ ⑆071923828⑆ 0000023957⑈

MOTOROLA SOLUTIONS FOUNDATION

5199

PAYEE NAME: THIAGARAJAR COLLEGE OF ENGINEERING

PROJECT TITLE: Enterprise Mobility Lab

REQUEST ID: 9459637

PAYMENT ID: 16371399

CHECK DATE: 01/27/2014

CHECK AMOUNT: \$15,000.00

MOTOROLA SOLUTIONS FOUNDATION

5199

PAYEE NAME: THIAGARAJAR COLLEGE OF ENGINEERING

PROJECT TITLE: Enterprise Mobility Lab

REQUEST ID: 9459637

PAYMENT ID: 16371399

CHECK DATE: 01/27/2014

CHECK AMOUNT: \$15,000.00



தமிழ்நாடு தமில்நாடு TAMIL NADU

84AA 797456

MEMORANDUM OF UNDERSTANDING
BETWEEN

03 JUL 2013

CENTRE FOR FACULTY DEVELOPMENT, ANNA UNIVERSITY

AND

Thiagarajar College of Engineering, Madurai

S. மரியலலிதா

ஸ்டாம்பு வெண்பர்
எத்தாவந்தம் (இடமொழி)
பிப்ரவரி 2003

FOR IMPLEMENTATION OF FACULTY DEVELOPMENT PROGRAMME (FDP) AND
PROGRAMMES FOR ADMINISTRATIVE HEADS OF PROJECT INSTITUTIONS
UNDER SUBCOMPONENT-2.1 (CAPACITY BUILDING TO STRENGTHEN MANAGEMENT) IN TEQIP-II

THIS MEMORANDUM OF UNDERSTANDING (MoU) is made on this 10th of JULY of 2013 between the Director, Centre for Faculty Development, Anna University acting through Dr. D. Mohan, DIRECTOR, CENTRE FOR FACULTY DEVELOPMENT, ANNA UNIVERSITY(hereinafter called the 'THE FIRST PARTY') and THIAGARAJAR COLLEGE OF ENGINEERING, MADURAI through Prof Dr. V. Abhaikumar, PRINCIPAL, THIAGARAJAR COLLEGE OF ENGINEERING, MADURAI (hereinafter called the 'THE SECOND PARTY').

WHEREAS it has been the concern of the 'THE FIRST PARTY' to scale-up and support ongoing efforts to improve quality of Technical Education and enhance existing capacities of the institutions to become dynamic, demand-driven, quality conscious, efficient and forward looking, responsive to rapid economic and technological developments occurring both at National and International levels. Accordingly, the Centre for Faculty Development conducts a Faculty Development Training Program to improve the delivery models of faculty members of TEQIP funded Institutions till the tenure of the TEQIP Project to be implemented in several phases. The first phase of the FDP is to be commenced in July 2013.

[Signature]

[Signature]

AND, WHEREAS in pursuance of this concern, the objectives of FDP Programme include:

- Strengthening faculty to produce high quality Engineers for better employability
- Demand-Driven Research & Development and Innovation
- Establishing Nodal Centre for training
- Training of faculty for effective teaching
- Enhancing institutional and System Management effectiveness

AND, WHEREAS the comprehensive description and operating conditions for the Programme are contained in the document titled "Programme Schedule"

THE FIRST PARTY desires implementation of Faculty Development Programme (FDP) under the Project, by THE SECOND PARTY.

THE PARTIES AGREE AS FOLLOWS:

SECTION A:

THE FIRST PARTY agrees to:

- Implement the followings:
 - (a) Faculty Development Programme for TEQIP Institutions
- Follow the guidelines as prescribed in this MOU.
- Conduct as many programs as per the requirement of the Institution
- Duration and batch size will be determined by mutual agreement
- Achieve the targets in respect of implementing the Programmes and beneficiaries.

SECTION B:

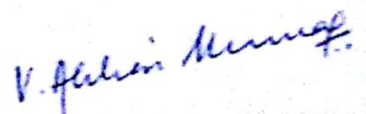
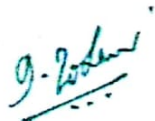
'THE SECOND PARTY' agrees to:

- Release the funds for implementing the Programme to the First Party before the commencement of the Program.
- Arrange to render the list of participants to be benefitted through the programmes, and facilitate forming batches of participants for each programme.
- TA/DA for participants are to be borne by the second party

SECTION C:

The Programme implementation schedule:

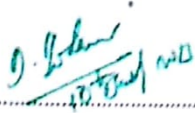
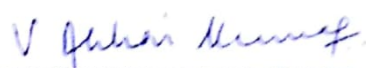
- 'THE FIRST PARTY' will provide all necessary support to 'THE SECOND PARTY' in particular, to conduct FDPs.



SECTION D:

- By this MoU both parties affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.
- Any dispute between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including Court of Law.
- This Memorandum of Understanding will continue to be effective up to the closure of the TEQIP II project.
- Adherence to the implementation of the MoU will be monitored quarterly.
- Amendment to this MoU, if required, shall be carried out in writing duly authenticated and executed by both the parties.

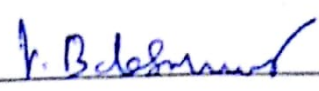
Signed on this 10th of JULY, 2013.

<p>FOR AND ON BEHALF OF CENTRE FOR FACULTY DEVELOPMENT</p> <p></p> <p>Dr. D. Mohan, Director, Centre for Faculty Development, Anna University Chennai - 600 025</p> <p>Dr. D. Mohan, Ph.D. Director Centre for Faculty Development Anna University Chennai-600 025.</p>	<p>FOR AND ON BEHALF OF THIAGARAJAR COLLEGE OF ENGINEERING, MADURAI</p> <p></p> <p>Prof. Dr. V. Abhaikumar Principal On behalf of Chairman, Board of Governors THIAGARAJAR COLLEGE OF ENGINEERING, MADURAI - 625015</p>
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Witness 1 

Dr. D. Sridharan, Ph.D.
Additional Director
Centre for Faculty Development
Anna University
Chennai-600 025

Witness 2 

V. BALASUBRAMANI
Assistant³ Professor,
Department of Mechanical Engineering,
Thiagarajar College of Engineering,
MADURAI - 625015