



AAA COLLEGE OF ENGINEERING AND TECHNOLOGY

(Approved by AICTE, New Delhi, Affiliated to Anna University, Chennai)

(An ISO 9001:2015 Certified Institution)

Kamarajar Educational Road, Amathur,

Sivakasi – 626 005.

3.5.2 Number of functional MoUs with institutions of national, international importance, other universities, industries, corporate houses etc. during the last five years (only functional MoUs with ongoing activities to be considered)

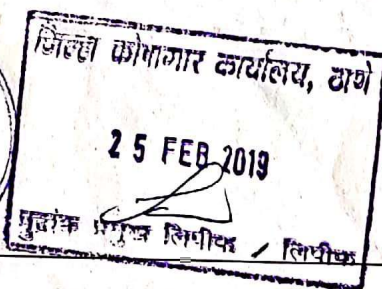
S.No	Organization with which MoU is Signed	Page No.
1	Red Hat Academy	2 - 15
2	M/s The Creator Industries	16 - 18
3	Riyasaa Labs	19 – 22
4	Silicon Software Services	23 – 26
5	AMOGAA Products Private Ltd	27 – 30
6	Bosch Limited	31 – 39
7	FINLAND LABS Unit of REVERT TECHNOLOGY Pvt.Ltd	40 – 45
8	WAXING AUTOMATION SYSTEMS	46 – 48
9	Federation of all Civil Engineers Association of Tamilnadu and Puducherry	49 – 52
10	3W Technologies	53 – 55
11	ICTACT Academy	56 – 59
12	Bharat Sanchar Nigam Ltd	60 - 63



महाराष्ट्र MAHARASHTRA

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**PARTNER ACCEPTANCE DOCUMENT
INDIA**

Red Hat India Pvt. Ltd.
A-201, 2nd Floor, Supreme Business Park,
Hiranandani Gardens,
Powai, Mumbai -400 076
+91 22 61147588 | www.redhat.com



Red Hat

Parties	
Partner information	Red Hat India Private Limited.
Company name: AAA College of Engineering And Technology	Contact Name: Aneesh Puthiya
Address: Amathur, Sivakasi, Tamilnadu -626005	Email: aputhiya@redhat.com
Contact name: Dr.J.Sutha	Tel.no. +91 -22-61147506
Email: cse@aaaenggcoll.ac.in	Fax:
Telephone: 9486140537	
Territory	
India	

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) (which may be referred to as "Order Forms") entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

Dr. J. SUTHA M.E., Ph.D.,
Red Hat Partner & Head,
Department of Computer Science and Engineering
AAA College of Engineering & Technology,
Amathur, Sivakasi - 626 005

Page 1 of 14
Red Hat Confidential Information



April 2018

Applicable Program Appendices	Program(s)	Location of Program Terms
(mark all that apply)		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions (choose only one)	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at www.redhat.com/licenses/partners/ .

Additional Terms

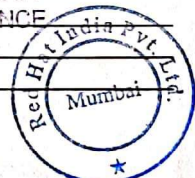
Please sign below & send back original copy of the agreement to Red Hat Mumbai office. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

AAA College of Engineering And Technology

Signature *J. Sutha*
 Printed Name Dr. J. SUTHA
 Title PROFESSOR & HOD
 Date 13.09.2019

Red Hat India Private Limited

Signature *[Signature]*
 Printed Name GOVIND RAMA
DIRECTOR FINANCE
 Title
 Date 14/10/19



RHC-115657



J. Sutha
 13/9/19
 Red Hat Partner Agreement (India)

Dr J.SUTHA M.E., Ph.D.,
 Professor & Head,
 Department of Computer Science and Engineering
 AAA College of Engineering & Technology,
 Amathur, Sivakasi - 626 005

APPENDIX 1 PARTNER TERMS AND CONDITIONS



1. Purpose

Red Hat designs programs for its partners ("Programs") to promote Red Hat Products, enhance the satisfaction of Red Hat's End Users and augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Red Hat Products and/or Services (each, an "Order Form").

"Red Hat" means Red Hat India Private Limited with a principal place of business at A-201, Supreme Business Park, Hiranandani Gardens, Powai Mumbai- 400 076. Red Hat "Products" and "Services" mean the specific Red Hat branded offerings set forth in a Program Appendix. The "Software" means the Red Hat branded software contained in the Red Hat Products, including any Updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Red Hat, directly or indirectly, provided that Software does not include optional third party software set forth at <https://www.redhat.com/licenses/thirdparty/eula.html>. "Updates" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Red Hat and Partner are collectively referred to as the "Parties" and may be referred to individually as a "Party". "End User" is defined in the Program Appendices.

2. Programs, Application Process and Acceptance

Program Appendices and Program Guides may be amended by Red Hat at the time of renewal of the applicable Program Appendix, provided if you do not agree with the terms of the new Program Guide, you may elect not to renew the applicable Program Appendix subject to the terms of such Program Appendix. Unless otherwise agreed in writing, any subscriptions for Red Hat Products or Services purchased under a Program Appendix will commence upon the earlier of (a) the first use of such Product or Service, (b) the purchase date of such Product or Service or (c) the commencement date set forth in the Order Form.

3. Affiliate Authorizations

Partner's Affiliate(s) may participate in a Program only upon (a) approval by Red Hat, including with regard to Program level and credit terms, and (b) execution of a written participation agreement with Red Hat or its Affiliate(s) to bind the Partner Affiliate to this Agreement. "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, directly or indirectly, 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.

4. Territory

Partner may participate in the Program(s) only in the Territory designated in this Agreement. Red Hat and Partner may elect to expand the Territory, add Affiliates and/or establish different terms and conditions (e.g. currency, taxes, entities, etc.) by mutual written agreement, which may take the form of a Partner Acceptance Document or written participation agreement subject to this Agreement.

5. Fees

Fees, if applicable, will be as indicated in each appropriate Program Appendix and/or Order Form, and will be due and payable as set forth in such Program Appendix or Order Form subject to this Agreement. All amounts owed under the Agreement are to be paid in Indian Rupees unless specified otherwise.

6. Billing, Payment and Taxes

If Partner acquires Red Hat Products and/or Services directly from Red Hat, Red Hat will invoice Partner as set forth herein and may require receipt of a purchase order for any amounts due to Red Hat; provided, however, that any terms contained in a purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Partner must pay all sums due to Red Hat either (a) net thirty (30) days from the date of invoice if Red Hat has approved Partner for such credit terms or (b) if Partner has not been approved for net thirty (30) day credit terms, then on a prepaid basis, in each case without regard to when or whether Partner collects payment from its customer(s). Partner will reimburse Red Hat for all costs and expenses incurred by Red Hat in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees. All amounts payable shall be exclusive of any Taxes. Partner will pay to Red Hat, in addition to any amounts due to Red Hat for Red Hat Products or Services, an amount equal to any Taxes arising from or relating to this Agreement that are paid or are payable by Red Hat unless Partner presents Red Hat with a valid tax exemption or resale certificate. "Taxes" means any form of taxation of whatever nature and by whatever authority imposed, exclusive of any taxes based on the net income of Red Hat. In the event of a cross-border transaction, if Partner is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Red Hat, then the sum payable to Red Hat will be increased by the amount necessary for Red Hat to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Partner provides Red Hat with the original withholding tax documentation that is sufficient for Red Hat to apply for and obtain a tax credit for the full withheld amount. The Parties will work together in good faith to minimize adverse tax consequences to Red Hat created by cross-border transactions. Any payments more than thirty (30) days past due will be subject to a late fee of one and one-half percent (1½%) per month, or the maximum rate allowable by law, whichever is less.

7. Verifications

During the Term and for at least two (2) years thereafter, Partner will keep and maintain commercially reasonable written records regarding Partner's use and distribution of the Red Hat Products and Services and business activities related to the Program(s) ("Records"). Red Hat may, at its own expense, verify the Records to determine Partner's compliance with this Agreement. This verification may take the form of requests for information, documents or records (to which Partner will respond promptly), on-site visits

Red Hat Partner Agreement
(India)

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Page 3 of 14
Red Hat Confidential Information



April 2018

(for which Partner shall grant Red Hat the requisite access), or both. The Parties will act reasonably and cooperate with each other in respect of such verifications. Any on-site visit will occur during regular business hours and will not interfere unreasonably with Partner's business. For an on-site visit, Red Hat will give Partner at least thirty (30) day's prior written notice.

8. Trademarks

8.1 The term "Red Hat Marks" means the trademarks owned by Red Hat or a Red Hat Affiliate that are set forth in an applicable Program Appendix. Red Hat grants Partner 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 Red Hat Products and/or Services as permitted in this Agreement, without the right to sublicense. Partner 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 and to adhere to the trademark usage guidelines found at: <http://www.redhat.com/about/corporate/trademark/guidelines> as amended from time to time and any other trademark terms contained in a Program Appendix (the "Red Hat Trademark Guidelines"). Any other use of Red Hat Marks is not permitted. Partner 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").

8.2 All goodwill created by the use of Red Hat Marks by Partner is for the sole benefit of, and accrues to Red Hat. Partner acquires no right, title or interest in Red Hat Marks or the goodwill associated with them, other than the right to use Red Hat Marks in accordance with this Agreement. Partner will not challenge the validity of Red Hat Marks, nor assist anyone in challenging their validity. Partner agrees not to make any application to register any Red Hat Mark or any domain names containing a Red Hat Mark, 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 trade name, trademark or service mark during or after the Term of this Agreement. Partner may not disparage Red Hat, Red Hat Marks or Red Hat Products.

9. Additional Requirements

9.1 Red Hat reserves all rights not expressly granted in this Agreement and all rights not expressly granted to the Red Hat Products and Services (including rights under any trademarks, copyrights, patents or other intellectual property of Red Hat). Partner will not use Red Hat Products or Services to create an offering competitive with Red Hat, directly or indirectly, or, unless specifically permitted in this Agreement, for the benefit of any other person or entity or permit any third party to make such use. If Red Hat determines that any of the Red Hat Products or Services is being used (in whole or in part) by Partner in any way to (a) avoid paying fees that would otherwise be due hereunder, (b) provide Services to third parties outside of the scope of a Program or (c) create revenue without payment of fees to Red Hat for Red Hat Products or Services, Red Hat may immediately suspend performance and/or terminate this Agreement and any Program, and reserves its rights to exercise any and all legal and equitable remedies available to it.

9.2 For each Red Hat Product (or Partner product that incorporates a Red Hat Product or Service, in whole or in part) that Partner sells to an End User under a Program Appendix, Partner shall purchase the equivalent Red Hat Product with respect to such conditions as the term (1 or 3 years) and support level. For example, if the End User purchases a one year 24x7 support level Red Hat Enterprise Linux product from Partner, Partner shall purchase a one year Premium (24x7) Red Hat Product from Red Hat. Similarly, Partner is only authorized to resell the complete Red Hat Product it purchased and is not permitted to decouple the Red Hat Product or sell it in parts. For example, Partner will not purchase a one year Red Hat Product from Red Hat and then break it into multiple shorter increments of time for resale. Partner will work with Red Hat to ensure that its resale of Red Hat Products to End Users is consistent with the terms for the Red Hat Products purchased.

9.3 Without limiting the generality of Sections 9.1 or 9.2 above, Partner agrees: (i) not to modify the Red Hat Products in any manner unless agreed to by Red Hat in writing and (ii) not to use or resell the Red Hat Products in any manner or for any purpose not permitted by this Agreement, including, without limitation, for Partner's own internal or production use, other than as may be expressly permitted in the applicable Program Appendix or by any applicable mandatory rule of law. For certain Programs and only during the term of the Program, Red Hat may provide Partner with access to non-production, evaluation, development kits and/or not for resale (aka **NFR**) Red Hat Products for the sole purpose of testing and/or supporting its partners and/or End Users on issues related to Partner's rights and obligations hereunder. Should Partner resell or use its access to such Red Hat Products for Partner's own internal or production use other than as expressly permitted in the applicable Program Appendix, Partner agrees to purchase the appropriate Red Hat Product(s) under Red Hat's standard terms for such resale and/or use, and to pay the applicable fee for all periods. This Agreement establishes the rights and obligations associated with Red Hat's Programs, Products and Services, and is not intended to limit Partner's rights to software code under the terms of an open source license.

10. Intellectual Property

Partner agrees that all trade name, trademark, service mark, copyright, patent, trade secret, domain name and all other intellectual and industrial property rights anywhere in the world, including moral rights, and all applications, provisional applications, registrations, continuations and renewals thereof, and all associated goodwill (present or future) in and to the Red Hat Products, are and will, as among the parties, be owned by and vested in Red Hat or its licensors, notwithstanding any use of terms such as "purchase," "sale" or the like within this Agreement. Red Hat may provide access to third party software programs with the Red Hat Software that are not part of the Red Hat Software. These third party programs are (a) not required to run the Red Hat Software, (b) provided as a convenience, and (c) subject to their own license terms. The license terms either accompany the third party software programs and/or may be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Partner does not agree to abide by the license terms for the third party software programs, then Partner may not install, use or distribute them.

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Page 4 of 14
Red Hat Confidential Information



April 2018



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11. Limited Warranties, Limitation of Liability, Disclaimer of Damages and Insurance and Indemnity

- 11.1 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 Partner; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Partner, include malicious code for the purpose of damaging or corrupting the Software.
- 11.2 Disclaimer of Warranties.** EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE RED HAT PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Partner will make no representations or warranties on behalf of Red Hat regarding the Red Hat Products or Services in connection with the distribution of the Red Hat Products or Services or otherwise.
- 11.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY TO PARTNER AND ITS AFFILIATES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY ORDER FORM HEREUNDER, 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 TOTAL AMOUNT PAID TO RED HAT AND ITS AFFILIATES BY PARTNER AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY FOR THE RED HAT PRODUCT OR SERVICE THAT IS THE SUBJECT MATTER OF THE CLAIM OR U.S. \$5,000.00, WHICHEVER IS GREATER. THE FOREGOING LIMITATION SHALL NOT APPLY TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF RED HAT OR ITS EMPLOYEES.
- 11.4 Disclaimer of Damages.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR ANY ORDER FORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO THE PARTNER OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, 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. Without limiting the generality of the foregoing disclaimer, Red Hat Products and Services 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. Partner agrees that it is solely responsible for the results obtained from the use of the Red Hat Products and Services.
- 11.5 Insurance and Indemnity.** Partner shall put in place and at all times maintain during the Term and for two (2) years thereafter, at its own cost and expense, appropriate and sufficient commercial general liability insurance with a reputable insurance company to cover the activities of Partner contemplated in this Agreement. The premiums for these policies of insurance shall be the responsibility of Partner. Upon request, Partner will provide Red Hat certificates of insurance for all insurance coverage Partner will indemnify and hold harmless Red Hat from any and all liability, losses, costs, damages or expenses, including reasonable attorney's, solicitor's or legal fees and costs, resulting from or arising out of third party demands or claims against Red Hat relating to any of Partner's actions including, but not limited to, performance or non-performance under this Agreement.

12. Publicity and Confidentiality

- 12.1 Publicity.** Partner will keep confidential and will not disclose, market or advertise to third parties the terms of this Agreement (including the fees paid hereunder). Partner or Red Hat may reference its relationship with the other, in the normal course of business including during earnings calls, discussions with analysts, meetings with the press, customer briefings, general marketing activities and in regulatory filings. Neither Party will issue formal press releases or other similar activities referencing the other Party without the written consent of the other Party.
- 12.2 Confidential Information.** The parties agree that Confidential Information provided under this Agreement will be held and maintained in confidence and each Party will use at least the same degree of care to protect such Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable care. The recipient may use Confidential Information of the other Party only for the purposes of exercising its rights and fulfilling its obligations under this Agreement. Confidential Information may be disclosed only to Affiliates, employees, agents and contractors with a need to know, and to its auditors and legal counsel, provided in each case they are under a written obligation or legal duty to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. "Confidential Information" means all information and materials disclosed by either Party to the other during the Term that is either marked confidential or, by the nature of the information or the circumstances surrounding its disclosure, would reasonably be considered confidential. Confidential Information does not include information that (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 lawful 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. Both Parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information.

Red Hat Partner Agreement
(India)

Page 5 of 14
Red Hat Confidential Information

April 2018

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Amalapur, Sivakasi - 626 005



13. Termination

13.1 Term. This Agreement begins on the Effective Date and continues until the expiration or termination of all applicable Program Appendices ("Term"). The term of each Program Appendix is independent of the term of any other Program Appendix. "Effective Date" means the first date when both Parties have fully accepted or signed the Agreement.

13.2 Termination by Red Hat or Partner. Red Hat may (without prejudice to any other right or remedy) terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) for any reason at any time upon ninety (90) days prior written notice to Partner. If Partner or Red Hat breaches the terms of this Agreement, and the breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party (except for payment obligations, in which case five (5) days), then the other party may, by giving written notice of termination to the breaching party, terminate this Agreement in whole or in part (including any Program Appendix and Partner's participation in any Program) without prejudice to any other right or remedy; unless a shorter cure period is otherwise stated under this Agreement or in the applicable Program Appendix and provided that no cure period is required for a breach of Sections 8, 9.1, 12.2 or 14.3 hereof.

13.3 Effect of Agreement Termination or Expiration. Termination or expiration of this Agreement in whole for any reason will immediately terminate Partner's participation in any and all Programs. Upon such termination or expiration, Partner will immediately (i) cease referring to itself as a Red Hat Partner, or any other title associated with the Program, and using those titles in any communication or advertising; (ii) to the extent applicable, cease all promotion, demonstration, sale(s) and distribution of the Red Hat Products and/or Services; (iii) cease all use of the Red Hat Marks; (iv) return or destroy, at Red Hat's option, all printed materials containing Red Hat Marks, including all documentation and Promotional Materials; and (v) remit all fees due to Red Hat within fifteen (15) days of such termination or expiration. If the termination is not the result of a Partner breach, the Partner will be entitled to sell, for a period of no longer than sixty (60) days after termination, any of its inventory of Red Hat Products (subject to this Agreement) for which Red Hat has been fully paid and that are required to fulfill any unperformed contracts of Partner outstanding at the date of termination or expiration. All rights and obligations of the Parties under this Agreement and all applicable Program Appendices will terminate immediately, except that obligations under Sections 6, 7, 8.2, 10, 11.2 - 11.5, 12, 13.3 - 13.4, 14.1 - 14.3, 14.5, and 15 hereof, and any Partner payment obligations will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any End User.

13.4 No Compensation. Upon termination or expiration of this Agreement for any reason or at any time, Red Hat will have no obligation to Partner (except as Red Hat otherwise may be liable to Partner for Red Hat's material breach of this Agreement), or to any employee, agent or representative of Partner, for compensation or for damages of any kind, whether on account of the loss by Partner or such employee, agent or representative of present or prospective sales, investments, compensation or goodwill. Partner hereby indemnifies and holds Red Hat harmless from and against any and all claims, costs, damages and liabilities whatsoever asserted by any employee, agent or representative of Partner under any applicable cancellation, termination, labor, social security, payments under national insurance, or other laws or regulations.

14. General Provisions

14.1 Governing Law and Venue. This Agreement shall be governed by and construed according to the laws of the Republic of India, excluding the conflict of laws, provisions thereof. All disputes, differences or questions arising out of this Agreement including the interpretation of the terms herein or with regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement, which have not been settled amicably within thirty (30) days from the commencement of informal negotiation, shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act 1996 (laws of India) and the award made in pursuance thereof shall be binding on the Parties. The seat of Arbitration shall be in Mumbai, India. The proceedings of arbitration shall be conducted in English. The arbitral tribunal shall consist of one (1) arbitrator to be appointed by the mutual agreement of the Parties, failing which the appointment shall be made under the terms of the said Arbitration and Conciliation Act. The decision or award so given by the arbitrator shall be final and binding on the Parties hereto. Any Party may at any time without regard to any notice periods required by the provisions hereof, and as often as is necessary or appropriate, seek interlocutory, provisional or interim relief or remedies from any court of competent jurisdiction (including, without limitation, to the extent available under applicable law, a temporary restraining order or preliminary injunction).

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement must be in English, in writing, and will be deemed given when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by facsimile or e-mail with written confirmation of transmission by the transmitting equipment delivered promptly thereafter; or (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated hereafter (or to such other address, facsimile number, e-mail address or person as a party hereto may designate by notice to the other parties hereto): For Partner: the most current address/fax number indicated by Partner to Red Hat in writing; . For Red Hat: A-201, Supreme Business Park Hiranandani Gardens , Powai, Mumbai - 400 076 with a copy to: VP, Business Affairs, Red Hat, Inc., 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: +1 (919) 754-3729.

14.3 Compliance with Law and Export Controls.

14.3.1 As between Red Hat and Partner, Partner (a) understands that countries, including the U.S., may restrict the import, use or export of encryption products and other controlled materials (which may include Red Hat Products, Services or related technical information) ("Controlled Materials"); (b) will be solely responsible for compliance with any such import, use, or export restrictions in connection with

Red Hat Partner Agreement
(India)

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Page 6 of 14
Red Hat Confidential Information



April 2018

Partner's use, sale and/or distribution of Controlled Materials; and (c) will be the importer and exporter of record of the Controlled Materials that Partner uses, sells and/or distributes, and is responsible for all associated obligations, including but not limited to, paying all import duties and tariffs, and obtaining any required regulatory approvals, registrations, and export and import licenses.

- 14.3.2** Partner will comply with all applicable laws and regulations including all applicable anti-corruption laws and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act (collectively, the "Anti-Corruption Laws"), and will not engage in conduct that would cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. Among other conduct, the Anti-Corruption Laws prohibit Partner, directly or indirectly, from receiving anything of value from, or offering anything of value to, either private parties or government or public officials with the intent that the recipient perform improperly a relevant function or activity or a person be rewarded for improper performance. A government or public official includes employees and officers of a government agency, department or instrumentality, as well as the employees or officers of government-owned or government-controlled companies, public international organizations, political parties and candidates for political office. Partner represents and warrants that none of its significant shareholders, owners, partners, officers or directors ("Partner Officials") is a government or public official and that if any of the Partner Officials becomes a government or public official, Partner will immediately notify Red Hat in writing in accordance with the terms of this Agreement. Partner will not permit its resellers or partners to do anything that would violate or cause Red Hat to violate any law or regulation including the Anti-Corruption Laws. If Red Hat believes that Partner (or any of its resellers or partners) has breached or may breach any of the provisions of this Section or a notice is provided pursuant to this Section, Red Hat may immediately terminate the Agreement or stop performing its obligations (including making payments, if applicable) without any liability to Partner.
- 14.3.3** As required by U.S. law, Partner represents and warrants that it: (a) understands that certain of the Controlled Materials are of U.S. origin and subject to export controls under the U.S. Export Administration Regulations (the "EAR"); (b) is not located in any country listed in Country Group E:1 in Supplement No. 1 to part 740 of the EAR; (c) will not export, re-export or transfer the Controlled Materials to (1) any prohibited destination, (2) anyone who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government or (3) any end user who Partner knows or has reason to know will use them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems; and (d) understands and agrees that if it is in the United States and exports, re-exports or transfers the Controlled Materials to eligible end users, it will, to the extent required by EAR Section 740.17(e), submit semi-annual reports to the U.S. Commerce Department's Bureau of Industry and Security, that include the name and address (including country) of each transferee.
- 14.3.4** Partner will not engage in any activity that is prohibited under the Anti-boycotting Act (50 USCA 2407, Part 760).
- 14.3.5** Partner acknowledges that Red Hat may be prohibited from providing Controlled Material(s) if Red Hat has knowledge or reason to believe that a violation of the applicable law will or has occurred.
- 14.4 No Assignment.** This Agreement is only assignable by Partner with Red Hat's prior written consent. Any assignment made by Partner without Red Hat's prior written consent will be void and Red Hat will not be required to recognize the assignment. Red Hat may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of Partner. At the request of Red Hat, Partner will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify Red Hat of any material change to its ownership structure.
- 14.5 Independent Contractor.** Partner and Red Hat are independent contractors for all purposes, without express or implied authority to bind the other. Neither Party nor its employees, agents or contractors is entitled to any employee benefits of the other. Each Party will be responsible for all costs and expenses incident to performing its business. Nothing in this Agreement shall be deemed to constitute a partnership or to create a relationship of principal and agent between the Parties for any purpose.
- 14.6 Force Majeure.** Neither Party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. Upon the occurrence of any of the foregoing, the date of performance will be deferred for a period of time equal to the time lost by reason of the delay. This section does not relieve either Party of its obligation(s) to make payments.

15. Miscellaneous

(a) 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. (b) 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. (c) The delay or failure of either Party to exercise any rights hereunder 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 or forfeiture is sought to be enforced. (d) This Agreement will constitute the exclusive terms and conditions with respect to the subject matter of this Agreement, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Partner, including subsequent to the date of this Agreement. This Agreement contains the final, complete and exclusive statement of the agreement between the Parties with respect to the transactions contemplated herein and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter of this Agreement are contained herein. If there is a conflict between the Partner Terms and Conditions in this Appendix 1 and any applicable Program Appendix, Program Guide(s), End User License Agreement or any other Program literature, the terms will be interpreted in the following order (1) the applicable Program Appendix, (2) the Partner Terms and Conditions, (3) the End User License Agreement, (4) the Program Guide and (5) any other Program literature. (e) Except as otherwise provided in Section 2, this Agreement may not be changed except by written instrument signed by authorized signatories of the Parties, that makes specific reference to this Agreement. (f) 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 instrument.

Red Hat Partner Agreement
(India)

Dr. J. SUTHA M.E., Ph.D.,

Professor & Head,

Department of Computer Science and Engineering

AAA College of Engineering & Technology,

Amathur, Sivakasi - 626 005

Page 7 of 14
Red Hat Confidential Information

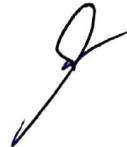


April 2018

The Parties may exchange electronic signatures and signature pages electronically and such signatures will be effective to bind the Parties. (g) The Parties acknowledge that they have each reviewed and participated in settling the terms of this Agreement. Furthermore, the Parties agree that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation or construction of this Agreement.

16. Authorized Signatures

Partner may assent to this Agreement by (i) accepting this Agreement in an on-line transaction at the Partner Portal (<http://www.redhat.com/en/partners>) or a Red Hat designated successor to such URL, (ii) electronically signing the document via a Red Hat acceptable electronic signature tool and emailing to the email address identified in (a) below, or (iii) signing a physical copy of this Agreement and forwarding ALL pages of the signed Agreement via (a) email to globalcontracts@redhat.com via pdf, (b) fax to +65-6490-4201, or (c) mail to Red Hat Asia Pacific Pte Ltd, Attn: Contract Administrator, 8 Shenton Way, #10-00, Singapore 068811.



8.8.13/19
Red Hat Partner Agreement
(India)

Dr J.SUTHA M.E., Ph.D.,
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Page 8 of 14
Red Hat Confidential Information



April 2018



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1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Appendix" means this Red Hat Certified Training Partner Program Appendix, including the terms and conditions governing the relationship between the Parties as contemplated by this Appendix, and further subject to the terms and conditions of the Partner Acceptance Document ("PAD"), to which this Appendix shall be an attachment.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, 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 the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides 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. Any of the foregoing may be modified by Red Hat, from time-to-time, at its sole discretion.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Exam" means a Red Hat performance based certification exam.

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Kit" means the individually printed and packaged, digital or online Course Materials required for one (1) Student enrolled in a single Course.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

"Teacher Kit" means a set of materials, including a copy of the Red Hat Academy Student Kit as well as supplemental Instructor materials, assembled by Red Hat solely for use by a Red Hat Academy instructor in delivering Red Hat Academy classes.

13/9/14
Red Hat Partner Agreement
(India)

Page 9 of 14
Red Hat Confidential Information



April 2018

Dr. J. SUTHA M.E., Ph.D.,
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AAA College of Engineering & Technology,
Amathur, Sivakasi - 626 005



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3. License and Ownership

- 3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Teacher and one (1) copy per Student; (b) Curriculum are provided solely for the use by Teachers and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner 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 Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at www.redhat.com/licenses, which may be amended from time to time by Red Hat in its sole discretion.

- 3.2. Retained Rights.** No part of the Curriculum 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. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

- 3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may not use the logo(s) in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

- 3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner'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. Partner 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.

- 3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at www.redhat.com/licenses, the applicable Red Hat End User Agreement(s) set forth at www.redhat.com/licenses/eulas and/or any other mutually signed written agreement with Red Hat as applicable.

4. Fees and Payment

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.

- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.

Red Hat Partner Agreement
(India)

Page 10 of 14
Red Hat Confidential Information

April 2018

Dr J.SUTHA M.E., Ph.D.,

Professor & Head,

Department of Computer Science and Engineering

AAA College of Engineering & Technology,

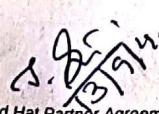
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5. **Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
6. **Term, Termination, Mandatory Disclosure and Public Officials**
- 6.1 **Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the Initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 6.2 **Termination.**
- 6.2.1 **Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the **Partner Terms and Conditions Appendix**, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 **Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 **Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 **Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).
- 6.5 **Public Officials.** The Parties acknowledge that, if Partner is a public university or public education institution, notwithstanding the warranty to the contrary in Section 14.3.2 of the Red Hat Partner Terms and Conditions, Partner Officials may be government or public officials.




Red Hat Partner Agreement
(India)

Dr. J. SUTHA M.E., Ph.D.,
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Amathur, Sivakasi - 626 005

Page 11 of 14
Red Hat Confidential Information

April 2018



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1. Red Hat Academy Subscription. Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy Program is available from Red Hat or a Red Hat Academy Reseller.

2. Partner Requirements.

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any Internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

3. Red Hat Academy Subscription Fees. Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.




Red Hat Partner Agreement
(India)

Dr. J. SUTHA M.E., Ph.D.,
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AAA College of Engineering & Technology,
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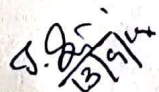
Page 12 of 14
Red Hat Confidential Information

April 2018

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Red Hat Academy:




Red Hat Partner Agreement
(India)

Dr J.SUTHA M.E., Ph.D.,
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AAA College of Engineering & Technology,
Amathur, Sivakasi - 626 005

Page 13 of 14
Red Hat Confidential Information



April 2018



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EXHIBIT C
RED HAT ACADEMY COURSES, AND ADDITIONAL SERVICES



Red Hat Services

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses	\$0	1 year

Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.



J. Sutha
Red Hat Partner Agreement
(India)

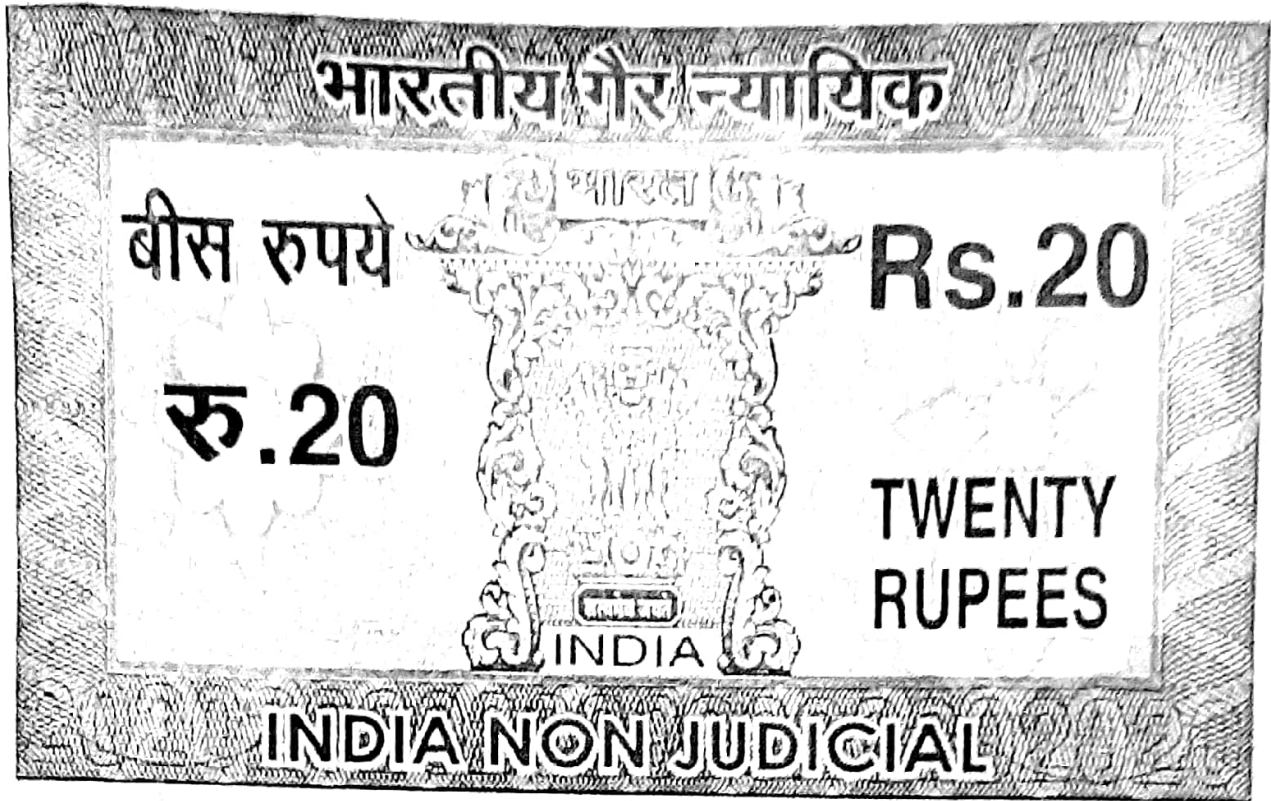
Page 14 of 14
Red Hat Confidential Information

April 2018

Dr J.SUTHA M.E., Ph.D.,
Professor & Head,
Department of Computer Science and Engineering
AAA College of Engineering & Technology,
Amathur, Sivakasi - 626 005



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தமிழ்நாடு தமில்நாடு TAMIL NADU

மதிப்பு : 20 AAA College of Engineering and Technology

எண் : 15321

திகதி : 2-5-2017 Sivakasi

40AB 086201



S. சந்திரசேகரன்
முத்தியைந்தாள், ஏற்பாட்டையாளர்
சிவகாசி, தமிழ்நாடு
LN 1922/D/90

MEMORANDUM OF UNDERSTANDING

FOR ACADEMIC AND INDUSTRY COOPERATION
BETWEEN

THE DEPARTMENT OF MECHANICAL ENGINEERING
AAA COLLEGE OF ENGINEERING AND TECHNOLOGY
AND
M/s THE CREATOR INDUSTRIES

This Memorandum of Understanding (MoU) is entered into as of February 08, 2019, by and between the Department of Mechanical Engineering of AAA College of Engineering and Technology, Sivakasi - 626123 and M/s The Creator Industries, 367, 4/5 Kongalamman Nagar, Elavamalai, Erode - 638316 (Industry Partner).

08/02/19

PRINCIPAL
AAA COLLEGE OF ENGINEERING AND TECHNOLOGY
SIVAKASI

For THE CREATOR INDUSTRIES

Proprietor.

1.0 Purpose

The purpose of this MoU is

- To promote the mutual interest in the fields of research & Consultancy and testing & certification.
- To jointly organize workshops, seminars and conferences in the emerging areas of Mechanical Engineering
- To impart technical skills through employability enhancement programs to the students.

2.0 Types of Cooperation

Through this MoU, both parties affirm the value of industrial collaboration and agree to promote the following activities:

1. Joint research projects in fields of mutual interests
2. Opportunities for students to
 - a. visit industry (short day visit)
 - b. undergo inplant training/internship
 - c. undertake projects
 - d. get placement assistance
3. Opportunities for faculty members to visit industry and undergo training
4. Consultancy works in fields of mutual interests
5. Curriculum and syllabus development
6. Support for establishing laboratory at par with industry standards
7. Organizing workshops/seminar/symposium/conference/Faculty Development programs
8. Other activities as mutually agreed.

This MoU places no financial obligations or supplementary funding commitments on either party. Such activities will be defined through separate program agreements that detail the commitment of resources (financial or otherwise) required by the Institution and Industry. Subsequent program agreements must be approved in writing by the authorized representatives of both parties.

3.0 Terms

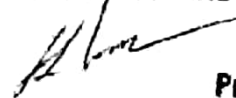
3.1 At AAA College of Engineering and Technology, Sivakasi - 626123 this MoU will be administered by Dr. M. Sekar, Principal (Institution Representative). At M/s The Creator Industries, 367, 4/5 Kongalamman Nagar, Elavamalai, Erode – 638316, this MoU will be administered by Dr. K. Prabu (Industry Partner).

3.2 This MoU will become effective upon the date of signature by both Parties. It shall remain valid for a period of three (3) years from the date of the last signature, with the understanding that it may be modified by written mutual consent of both parties. This MoU may be terminated by either party with advance written notice of at least thirty (30) days. Upon notice of termination both M/s. The Creator Industries and AAA College of Engineering and Technology agree to work in good faith to enable visiting students/staffs to complete their respective academic work/research unhindered by the termination. The MoU may be extended by mutual consent of the two parties after the three-year period, and it must be renewed in writing.


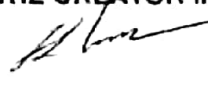
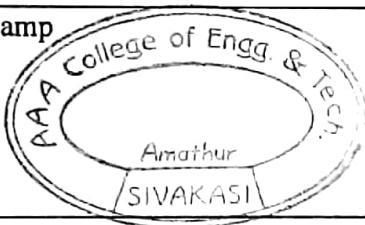


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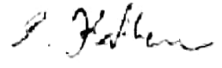
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AAA COLLEGE OF ENGG. & TECHNOLOGY
SIVAKASI

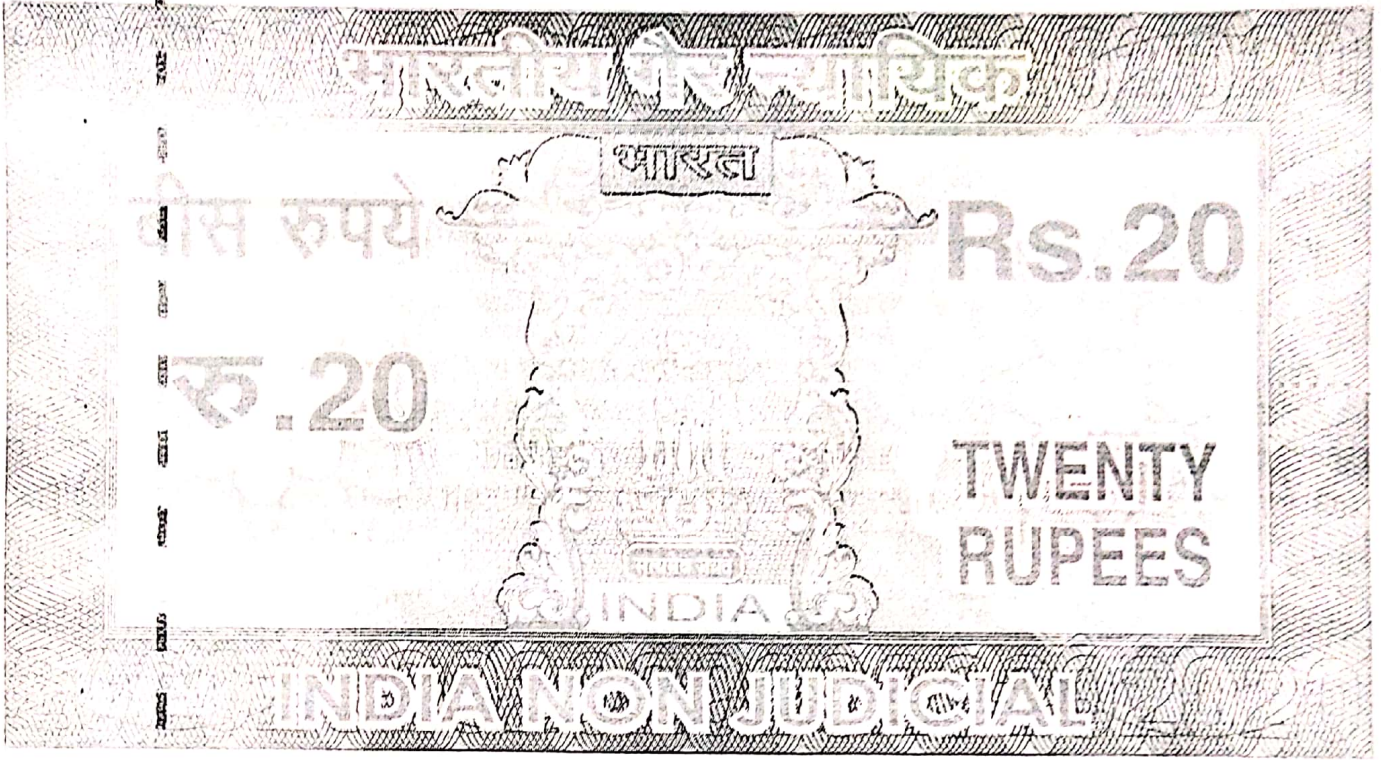
For THE CREATOR INDUSTRIES


Proprietor.

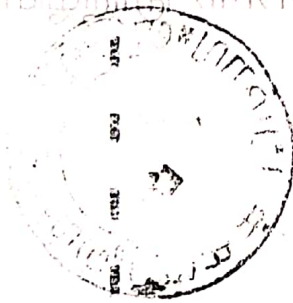
- 3.3 This MoU may also involve parties by mutual consent, which may be added later by written addendum to this MoU.
- 3.4 The parties may enter into specific written agreements under authority of this MoU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.
- 3.5 Jurisdiction: Any dispute or difference arising between the parties in operation/effect of this MoU or breach thereof shall be settled through arbitration in accordance with the relevant arbitration Act in force at such time. The arbitration award shall be binding on both parties.
- 3.6 This Memorandum of Understanding completed in English is hereby signed in two (2) copies with one (1) copy remaining in the possession of each party.

AAA College of Engineering and Technology, Sivakasi - 626123 Mobile: 8124011542 Email Id: principal@aaacet.ac.in	M/s The Creator Industries, 367, 4/5 Kongalamman Nagar, Elavamalai, Erode - 638316 Mobile: 6374106010 Email Id: thecreatorindustries@gmail.com
Institution	Industry Partner
Signed By Dr. M. Sekar, Principal	Signed By Dr. K. Prabu Managing Director
Signature 	Signature For THE CREATOR INDUSTRIES  Proprietor.
Date: 08.02.2019	Date: 08.02.2019
Official Stamp 	Official Stamp 

Witness :	
	
Dr.P. Seenikannan Professor & Head/Mechanical, Department of Mechanical Engineering, AAA College of Engineering and Technology, Sivakasi - 626123	Mr.P. Kathiresan Mechanical supervisor, M/s The Creator Industries, 367, 4/5 Kongalamman Nagar, Elavamalai, Erode - 638316



தமிழ்நாடு தமி்லநாடு TAMIL NADU



AAA College of Engineering and Technology
விலை : 2
எண் : 15817
திகதி : 2-5-2017 Sivakasi

40AB 086197

[Signature]

ச. சந்திரசேகரன்

மாநில முதலியந்தான் அறங்காவலர்
சிவகாசி, தமிழ்நாடு

LNo. 1922 / D : 90

MEMORANDUM OF UNDERSTANDING

BETWEEN

AAA College of Engineering and Technology, Sivakasi

and

Riyasaa Labs, Nagercoil

This deed of agreement made and entered into on this 14th day of December, 2018 AAA College of Engineering and Technology, Sivakasi represented by its Principal Dr.M.Sekar (hereinafter called " FIRST PARTY " which expression shall include its successors and permitted assignees) and Riyasaa Labs, Nagercoil represented by its authorized signatory as Managing Director Mr.V.Arun (Hereinafter referred to as "Second Party", which expression shall, unless repugnant to the mean in and context, mean and include its agents, employees, successors and executors).



[Signature]

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between AAACET and Riyasaa Labs in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between AAACET and Riyasaa Labs.

2. PROPOSED MODES OF COLLABORATION

AAACET and Riyasaa Labs propose to collaborate through

- a. Sponsoring student projects / fellowships in four year B.E degree programs at AAACET.
- b. Sponsoring R&D projects, which may be carried out wholly at AAACET or at premises of Riyasaa Labs or partly at AAACET and partly at Riyasaa Labs.
- c. Training of our faculties and students through Continuing Education Programmes conducted by AAACET in areas of interest to Riyasaa Labs.
- d. Any other appropriate mode of interaction agreed upon between AAACET and Riyasaa Labs.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** – The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** – The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** – The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between AAACET and Riyasaa Labs will be as, skill development program, consultancy projects, faculty development program, Research & Development, training programs, Guest Lectures on recent technology and beyond

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.



- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

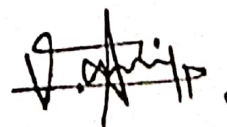
The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 5 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.



10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

AAA College of Engineering
and Technology

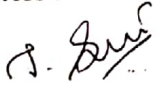
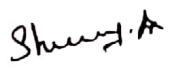
By :

Name : Dr.M.Sekar

Title : Principal

Date : 14.12.2018

Witness :

1.  (Dr. J. SUTHAN,
HOD - CSE)
2.  [Dr. A. SHENBAGA RAJAN
ASSO. PROF (CSE)]

on behalf of

Riyasaa Labs



By :

Name : Mr.V.Arun

Title : Manager

Date : 14.12.2018

Witness :

1.  S. Arumuga Perumal
Advisor, Riyasaa Labs
Nagavalli
2. 



தமிழ்நாடு தமில்நாடு TAMIL NADU

மதிப்பு : 20
எண் : 15326
திகதி : 2-5-2017

40AB 086200

S. சந்திரசேகரன்

மாநில முத்திரைதான் விற்பனை யாக
சிவகாசி, தமிழ்நாடு
LNo. 1922 / D / 90



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 23/08/2018, by and between

AAA COLLEGE OF ENGINEERING & TECHNOLOGY, KAMARAJAR EDUCATIONAL ROAD, AMATHUR, SIVAKASI - 626 005 represented herein by its Representative (hereinafter referred as 'First Party')

AND

SILICON SOFTWARE SERVICES and represented herein by its Zonal / Divisional Head, Representative, (hereinafter referred to as "Second Party"). (First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

A) First Party is a Higher Educational Institution named:

(i) **AAA COLLEGE OF ENGINEERING & TECHNOLOGY**

First Party

PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
SIVAKASI.



23/08/18

Second Party

- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- E) **Silicon software services**, the Second Party is engaged in Business, Skill Development, Education & Consultancy Services

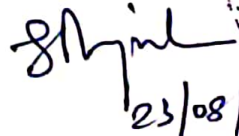
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

**CLAUSE 1
CO- OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.


23/08/18
First Party

PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
SIVAKASI.

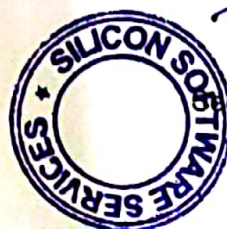

23/08/18
Second Party

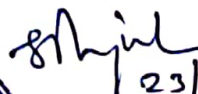


CLAUSE 2
SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give an insight in to the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career.
- 2.4 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of cloud computing, artificial intelligence, machine learning, web technologies, etc.,
- 2.5 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.6 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.7 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.8 **Placement of Trained Students:** Second Party will actively engage to help the delivery of the training and placement of students of the First Party into internships/jobs.
- 2.9 **Center of Excellence in Web Technology:** Second Party will help the First Party to establish Center of Excellence in Web Technology.


First Party
PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
SIVAKASI.




23/08/18
Second Party

- 2.10 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.11 There is no financial commitment between the parties, If there is any financial consideration, it will be dealt separately.

CLAUSE 3 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Silicon Software Services**, the Second Party, as the case may be, will take effective steps for implementation of this MOU.
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations


CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

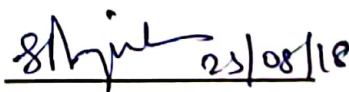
- 5.1 It is expressly agreed that **First Party** and **Second Party** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations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

AGREED:

For **AAA College of Engineering & Technology**

For **Silicon Software Services**


Authorized Signatory
PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
SIVAKASI.


Authorized Signatory



AAA College of Engineering & Technology	SILICON SOFTWARE SERVICES
Kamarajaar Educational Road, Amathur, Sivakasi – 626 005.	Lehro Arcade, Opp. American College, Alagarcoil Road, Goripalayam, Madurai – 625007.
8124011542	9566776109
principal@aaacet.ac.in	rajendran2002@gmail.com
www.aaacet.ac.in	www.siliconsoftwareservices.com

MEMORANDUM OF UNDERSTANDING

BETWEEN

AMOGAA Products Private Limited – a registered company

No.195, 2nd Floor, Vakilnew Street, Simmakal, Madurai Main, Madurai – 625 001.

AND

AAA College of Engineering & Technology

Kamarajar Educational Road, Amathur, Sivakasi – 626 005.

AAA College of Engineering & Technology is a reputed Education Institution to contribute to society through the pursuit of education and research at the highest international levels of excellence. AAA College of Engineering & Technology is managed by Panjurajan - Amaravathy Trust, based at Thiruthangal in Virudhunagar District. AAA College of Engineering and Technology confronts to produce smart professionals with humanity ethics. At its budding stage, it offers 5 undergraduate courses. Education is not patronizing and charity isn't about pity, it is about love. Charity and love are the same; with charity WE give love expressed in the form of education.... "We only have what we give..." – Shri.P.Panjurajan, Chairman.

The **Department of Computer Science and Engineering** was established in the year 2013 with the objective of producing high caliber technocrats and eminent software professionals. The department has a team of well qualified, experienced and dedicated faculty members with industrial and research background. It has well equipped laboratories with latest computing resources.

Amogaa Products Private Limited is a product engineering, design and technology services company that helps clients to design, develop and deploy products and solutions to the connected world. With expertise in M2M, IoT, Mobility, Big data, cloud and analytics we help build products and solutions for companies in the consumer electronics, smart homes, intelligent buildings, smart cities and manufacturing verticals.

Helping customers build great products is at the centre of everything we do. We provide specialized Product Engineering Services across the entire product development cycle from the product iteration to Embedded and hardware design, User Interface design, Cloud and mobility application development and machine data analytics.

Amogaa Products Private Limited

195, II Floor, Vakkil New Street, Madurai, Tamil Nadu, India, 625 001.

Phone : 0452-4370255, 355-98438 56660

Email : info@amogaa.com, sales@amogaa.com

Web : www.amogaa.com

GSTIN : 33AAOCA9136F170 CIN No : U72200TN2016PTC110007

This Memorandum of Understanding (MoU) is entered between **AMOGAA Products Private Limited**, a company incorporated under the Indian Companies Act, 1956 having its registered office, and represented by its undersigned of the ONE PART;

and **AAA College of Engineering & Technology**, located at Sivakasi, represented by undersigned of the OTHER PART;

whereas **Amogaa Products Private Limited** and **AAA College of Engineering & Technology** shall be hereinafter jointly referred to as the "Parties" and singularly a a "Party".

The parties agree has decided to agree to establish industry-academic collaboration in areas of mutual interest and in accordance with terms and conditions set forth in this Memorandum of Understading (MoU), **Amogaa Products Private Limited** and **AAA College of Engineering & Technology** agree on the following activities

1. **Amogaa Products Private Limited** will share their knowledge and experience by way of taking seminars, Guest lectures, workshops to students and faculty of **AAA College of Engineering & Technology**.
2. **Amogaa Products Private Limited** will offer summer internship to interested students, **AAA College of Engineering & Technology**, at is offices / project locations so that the students get hands on experience of live projects. The number of students, who can be considered for internship, would be as mutually decided between **Amogaa Products Private Limited** and **AAA College of Engineering & Technology** every year.
3. **Amogaa Products Private Limited** will arrange to provide periodic field visits to faculty and students of **AAA College of Engineering & Technology**, at its project sites to enable them to get practical exposure and learning from interaction with members of **Amogaa Products Private Limited** project teams.
4. **Amogaa Products Private Limited** will offer industrial training to faculty member of **AAA College of Engineering & Technology** to enable them to get practical exposure.

Amogaa Products Private Limited

195, II Floor, Vakkil New Street, Madurai, Tamil Nadu, India, 625 001.

Phone : 0452-4370255, 355, 98438 56660

Email : info@amogaa.com, sales@amogaa.com

Web : www.amogaa.com

GSTIN : 33AAOCA9136E1ZO

CIN No.: U72200TN2016PTC113387

PAN No.: AAOCA9136E

5. Depending on requirement, **Amogaa Products Private Limited** may offer specific projects with identified deliverables to be executed by **AAA College of Engineering & Technology**. Detail modalities including financials would be mutually worked out for each project/assignment.
6. After **AAA College of Engineering & Technology** starts courses relevant to the industry in which **Amogaa Products Private Limited** operates and based its requirements. **Amogaa Products Private Limited** may participate in campus placements: when it does so, **Amogaa Products Private Limited** will be given priority status like invitation for Zero-day placement etc.

AAA College of Engineering & Technology has to provide the necessary infrastructure like computer lab, classrooms, and LCD projectors etc., for conducting the program in the campus and give permission to organize awareness seminars to students which will be presented by **Amogaa Products Private Limited**.

In the event of any dispute, controversy or claim arising out of or relating to this Agreement or any subsequent amendments to this Agreement including, without limitation, the breach, termination, validity or invalidity thereof, or any non-contractual issues relating to this Agreement (each, a "Dispute"), each of the parties will appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiated for an adjustment to such provision.

This MoU will take effect from the date it is signed by representatives of the parties. It will remain valid for five years, and may be continued thereafter after suitable review and agreement.

Amogaa Products Private Limited

195, II Floor, Vakkil New Street, Madurai, Tamil Nadu, India, 625 001.

Phone : 0452 - 4370255, 355, 98438 56660

Email : info@amogaa.com, sales@amogaa.com

Web : www.amogaa.com

GSTIN : 33AAOCA9136E1ZO CIN No.: U72200TN2016PTC113387 PAN No.: AAOCA9136E

Amogaa Products Private Limited and AAA College of Engineering & Technology will ensure that all activities in progress are allowed to be completed successfully.

This MoU is signed subject to approval of the respective academic/administrative bodies.

Signature

Signed for and behalf of

**AAA College of Engineering &
Technology**

AAA COLLEGE OF ENGINEERING &
TECHNOLOGY, SIVAKASI.

Signature

Signed for and behalf of

Amogaa Products Private Limited


AMOGAA PRODUCTS PVT. LTD,
No.195, 2nd Floor
Vakkil New Street, Simmakal
MADURAI-625 001, T.N.

Date : 11.01.2018

Place : Sivakasi

Date : 11.01.2018

Witness :

1.  (Dr. J. SUTHA, HOD-CSE).

2.

Amogaa Products Private Limited

195, II Floor, Vakkil New Street, Madurai, Tamil Nadu, India, 625 001.

Phone : 0452-4370255, 355-98438-56660

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GSTIN : 33AAOCA9136E1ZO

CIN No.: U72200TN2016PTC113387

PAN No.: AAOCA9136E



16893 Bosch Ltd
22 MAY 2017 Chennai - 6

BL 998884

T. Shanmugam

T. SHANMUGAM

L. No. 9140/3/2010 Dt: 20-9-2010
No. 662, Anna Salai, Thousand Lights,
Chennai-600 006.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on -----th day of -----, 2017

BETWEEN

AAA College of Engineering and Technology having their registered office at PANJAMAR Complex, 74-A, Velayutham Road, Sivakasi, Tamil Nadu 626123, India (hereinafter referred to as "AAACET")

AND

Bosch Limited, having their registered office at Hosur Road, Adugodi, Bangalore - 560 030, India and its sales office at Bosch Limited, 8/17 Shafee Mohamad Road Thousand Lights, Chennai (hereinafter referred to as "Bosch")

AAACET and **BOSCH** are individually referred to as "Party" and jointly referred as "Parties".

For AAA College of Engineering & Technology

[Signature]
Secretary / Correspondent

For BOSCH LIMITED

[Signature]
Authorised Signatory


The Parties wish to enter into this Memorandum of Understanding (MoU) for establishing **AAACET-BOSCH Joint Certification Program for CAR** (hereinafter referred to as "**Center for Excellence-Car**") jointly developed by Bosch along with the AAACET in the campus of AAACET upon the following understanding:

1. The proposed Joint Training Program will be established by AAACET as per the concept to be designed by Bosch. It will act as the bridge to address the technological gap and focus on various CAR technical training programs for Bosch dealer network. This Joint Training Program will also enable training to the diploma, degree students of AAACET, nearby institute students and industries personnel's. (hereinafter referred to as "**Program**").
2. BOSCH concept is the efficient combination of hardware, teachware and courseware which is offered by BOSCH as industry oriented training in the field of automotive technology.
3. AAACET with assistance of BOSCH (limited only to the assistance mentioned below) will establish and maintain the training center premises (hereinafter referred to as "**Premises**") for conducting training courses according to the BOSCH concept.
4. BOSCH at its discretion shall provide related know how, technology support, supply concept kits for different technologies with non-transferable, limited usage licensed copies of teachware and courseware, train the faculty as "TRAIN THE TRAINER" (TTT) in its training center in Bangalore as necessary, provide training methodologies in line with BOSCH concept, subject to terms and conditions mentioned hereafter.
5. AAACET, in the Premises and with Bosch approved courses, will impart training to the eligible & selected undergraduate, post-graduate, polytechnic, vocational school students to meet industry requirements, bridging the industry academic gap and enhancing the competency levels of students for better employability. AAACET will also provide industrial training to nearby industrial personnel, and wherein the successful students will be awarded a joint certificate of BOSCH and AAACET (**Refer the Annexure -2**).

In consideration for Bosch providing training assistance mentioned above, AAACET agrees and undertakes to allow Bosch the unrestricted right to use the Joint Training Program Premises to directly impart training for Bosch dealer network, OEMs, OEMs, STUs on cost sharing basis. It being clarified that for Bosch beneficiaries, Bosch will provide its own certificates on Bosch specified format.

6. For efficient running of the Premises and to cover the recurring costs, it is recommended to charge nominal fees for the course offered. The fees thus collected shall be shared between Bosch and AAACET for their respective efforts as per the terms and conditions contained under **Annexure - 1**.
7. AAACET shall conduct training course(s) for their student and its student beneficiaries and the number of training days should not exceed 20 calendar days in a month.

For AAA College of Engineering & Technology


Secretary / Correspondent

For BOSCH LIMITED

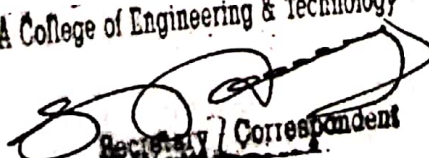

Authorized Signatory

8. In relation to the implementation of the understanding concluded between the Parties above, the Responsibilities with regard to each of the Parties for the implementation of the MoU as mentioned above shall be as follows:

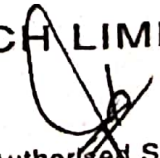
8.1 By AAACET:

AAACET will provide the following facilities for the Joint Certification Program without any cost attached for the infrastructure (hereinafter referred to as "Premises")

- i) Appoint the teaching staffs to work in this program.
- ii) Procure the state of the art, and Bosch equipment's relates to CAR segment from Bosch Limited, Bangalore for setting up the training center at AAACET, Sivakasi campus.
 - Battery Charger BML 2415
 - Battery Tester- BAT 131
 - Ampere Clamp
 - Battery Load Tester-BLT 301
 - Auto Electrical Test bench 3 Phase -AETB 03
 - Tools and Accessories for Auto Electrical Service
 - ECU Scanner KTS 590
 - Air Conditioning Service Equipment ACS651
 - Starter 12V (IF Type)
 - Starter 24V
 - Alternator 14V+VP (55 Amps)
 - Alternator 24V/55A
 - ESI Diagnosis software for 3 years (SD/SIS)
 - ESI Feature and Application Software (A)
 - Tyre Changer
 - Wheel Balancer
 - Nitrogen Tyre Inflator
 - Two Post scissors Hoist for Car service
 - Head Lamp Aligner
- iii) To independently develop training classroom of 500 sq. ft. with 20 training chairs, 1 table and chair for trainer, also all the teaching aids like over head projector (OHP), laptops, multi-media system, etc. in Phase 1.
- iv) To independently develop a ventilated workshop area of about 1600 sq. ft. with epoxy coating for facility separately ear marked for auto electrical, Air Conditioning Service Equipment ACS, battery and car scanning module.
- v) AAACET shall bear all the costs and expenses of the training courses including printing of books/aids, utilities, catering, uniforms, stationary, electricity (as required for equipments, example – 3 phase), water.
- vi) AAACET will provide for the insurance coverage of the Premises at its own costs.
- vii) **Conduct at least 21 trainings every year from the recommended 7 training modules.**

For AAA College of Engineering & Technology

Secretary / Correspondent

For BOSCH LIMITED


Authorised Signatory

3

- viii) Train a minimum of 200 students / participants every year at the "AAACET- BOSCH Joint Certification center" in the AAACET campus at Sivakasi.
- ix) Joint certification by Bosch & AAACET will be awarded to the students of AAACET & such other educational institutions to which AAACET has provided training based on the training module enumerated under Annexure I and approved by Bosch.
- x) To pay Bosch all fees applicable for each courses as enumerated under Annexure 1.

8.2 By BOSCH:

- i) Conduct first batch of "TRAIN THE TRAINER" course , for 5 faculties of AAACET , at the Bosch training center, Bangalore.
Refresher training or any other trainings shall be conducted by Bosch on a chargeable basis at subsidiary rate.
To provide all the Technical training material/documents in soft copy version for all Bosch products.
- ii) To provide front board as well as wall charts of BOSCH systems at the premises.
- iv) To provide web based training modules and training animations at the premises.
- v) To help the premises for making training documents and presentations.
- vi) To provide BOSCH training documents on BOSCH systems.
- vii) To support for training marketing with BOSCH network.
- xi) To provide details on commercials including the share in the training fees between AAACET & Bosch.


The medium of imparting the training documents will be in English only.

All the above shall, however, be subject to AAACET fulfilling all conditions mentioned under clause 8.1.

9. Intellectual Property Rights and Confidentiality

- 9.1 With the prior written approval of Bosch, AAACET shall be authorized to use the Training handout/materials provided by Bosch during the term of this MoU. Such use is limited, however, to intimate the training courses to the students and the public in general who apply for the courses and subject to the guidelines and instructions of Bosch and not to be used for any other commercial purpose outside the scope of this MoU.
- 9.2 AAACET acknowledges that the right to use the materials (over which Bosch has copyright) herein is for use in relation to the AAACET-BOSCH Joint Certification Program in Sivakasi, India only.
- 9.3 During the term of this MoU, AAACET shall, with prior written permission of Bosch, advertise its association with Bosch, for the purpose of advertising and promoting the Program and the training courses. However, it shall only be in the manner permitted or as prescribed or instructed by Bosch.
- 9.4 AAACET shall not, under any circumstances whatsoever, use the teaching materials, tools (provided by Bosch and over which Bosch has proprietary rights) for any other purpose other than what has been detailed under this MoU.

For AAA College of Engineering & Technology


Secretary / Correspondent

For BOSCH LIMITED

Auth: 

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9.5 AAACET shall not, under any circumstances whatsoever, modify and or alter any material and or impart any training which is in deviation of the courses designed by Bosch. Bosch shall not provide any certification in such a situation. If, however, AAACET has breached the conditions of this provision and has not informed Bosch and Bosch being unaware issues certificates, in addition to its right to recall such certificate it shall also have the right to claim against AAACET for breach and any kind of claim from a third party due to the exercise of a recall right by Bosch and any kind of claim from a third party due to the exercise of a recall right by Bosch.

9.6 Each Party agrees to treat with the utmost confidentiality all documents, information and/or data obtained in the course of the execution of this MoU and deemed confidential by the other Party or which due to the nature of such information should be treated as confidential and shall not disclose same without the prior written confirmation of the Party that disclosed the information unless compelled by a lawful order of a court of law or as a result of binding legislation.

All confidential information submitted by one Party to the other shall remain the property of the Party from which it originates. Each Party shall return to the other all the confidential information received from the other Party and any copies thereof, promptly upon the request of the other Party which disclosed the confidential information, however, one copy may be retained for archival purpose.

No other warranties are made by either party under this MoU and all information exchanged under this MoU is provided "as is". The disclosing Party shall not be in any way responsible for any decisions or commitments made by receiving Party in reliance with the disclosing Party's confidential information.

No patent, copyright or other intellectual property rights are transferred by this MoU, nor is any right or license under any invention or patent granted hereunder.

10. Duration, Amendment and Termination of the MoU

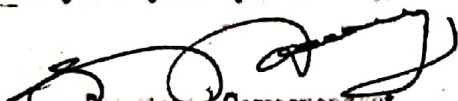
10.1 This MoU shall be valid for a period of three (03) years from the Effective Date. During the period of its validity, the MoU can be amended any time by mutual consent of both the parties in writing. The MoU can also be terminated by mutual consent or by either party giving the other a three months written notice of its desire to terminate the MoU .

10.2 Notwithstanding any termination, the MoU shall continue to survive and be effective with regard to all rights and obligations of the Parties which existed prior to the termination of this MoU until such rights and obligations have been fulfilled.

10.3 Promptly following the request of Bosch, at any time during the term of this MoU and or earlier termination, AAACET will return to Bosch all materials(ie. Training Content, Front Board, Signage etc) provided to AAACET in furtherance to the understanding between the Parties. Such exercise shall be undertaken by AAACET within 30 days of receipt of such notice from Bosch.

Notwithstanding anything contained above and/or under any of the terms and conditions of this MoU, if the Parties in good faith continue their business understanding enumerated under this MoU even after expiry or early termination of this MoU, then such relationship shall be governed by the terms and conditions of this MoU until a fresh MoU has been executed.

AAACET College of Engineering & Technology


Secretary/Correspondent

For BOSCH LIMITED 5


Authorised Signatory

11. Dispute Resolution

- 11.1 Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this MOU (each a "Dispute") shall be settled amicably through mutual consultation or negotiations between the Parties, without reference to any third party.

However, if the Dispute remains unresolved for 90 working days from the above referral, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 by notice in writing by either Party to the other Party ("Arbitration Notice"). The Parties shall jointly appoint a sole arbitrator within 15 (fifteen) working days of the Arbitration Notice failing which either Party shall approach a court of competent jurisdiction for appointment of a sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Bangalore and the language shall be English. The arbitration shall be final and binding on the Parties

12. Governing Law and Jurisdiction

- 12.1 This MoU shall be governed by the laws of India and the courts of Bangalore shall have exclusive jurisdiction for all disputes under this MoU.


13. Miscellaneous

- 13.1 This MoU supersedes and replaces any and all prior agreements, understandings or arrangements, whether oral or written heretofore made between the Parties and relating to the subject matter hereof, and constitutes the entire understanding of the Parties with respect to the subject matter of this MoU. This MoU may not be modified, changed, altered or amended except by an express written agreement signed by all Parties hereto.
- 13.2 The Parties agree that neither Party shall have any right or entitlement or authority to subcontract (other than delegation as may be required to training partners of either Party) or assign or transfer any rights or obligations or any part thereof under this MOU to any third party, without the prior written consent of the other Party
- 13.3 AAACET hereby shall indemnify and keep indemnified Bosch from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against Bosch on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, cost, charges and expenses and all other liabilities of whatsoever nature which Bosch may now or thereafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non performance or observance or non-observance by AAACET of any of the terms and conditions of this MoU or otherwise.
- 13.4 This MoU shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.

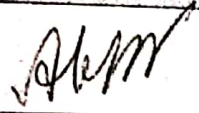

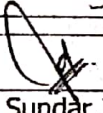
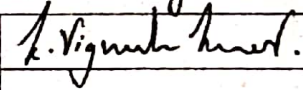
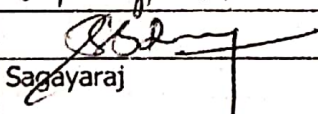


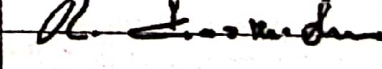
AAACET College of Engineering & Technology


Secretary / Correspondent

For BOSCH LIMITED


Authorized Signatory

In witness whereof the two parties have signed this Memorandum of Understanding by the hand of, on behalf of BOSCH LIMITED and by the hand of, on behalf of AAACET college Campus on date, month and year referred to above.

Bosch Limited, Bangalore		AAACET, Sivakasi	
Signature 1		Signature 1	
Name	Abhijit Kallianpur	Name	Dr. P. GANESAN
Designation	Business Unit Head, Automotive Service Solutions	Designation	CORRESPONDANT
Place	Bangalore	Place	SIVAKASI
Date	31/5/17	Date	25-May-2017
Signature 2		Signature 2	
Name	Sundar J	Name	Er. K. VIGNESH KUMAR
Designation	Head Technical Support and Services	Designation	JOINT SECRETARY
Place	Bangalore	Place	SIVAKASI
Date	30/May/2017	Date	25-May-2017
Witness 1		Witness 1	
Name	Sagayaraj	Name	Dr. K. ARULMOZHI
Designation	Zonal Manager	Designation	PRINCIPAL
Place	Chennai	Place	SIVAKASI
Date	27th May, 2017	Date	25-May-2017
Witness 2		Witness 2	
Name	R. KARTHIKEYAN	Name	R. KARTHIKEYAN
Designation	HOD / FIRST YEAR	Designation	HOD / FIRST YEAR
Place	SIVAKASI	Place	SIVAKASI
Date	25-May-2017	Date	25-May-2017

For AAA College of Engineering & Technology


R. KARTHIKEYAN / Correspondent

For BOSCH LIMITED


Authorised Signatory

Enclosures:

1. Annexure -1: Course recommendation, Course fee & Sharing of course fee between AACET and Bosch.
2. Annexure -2: Certification procedures

ANNEXURE-1

RECOMMENDED COURSE MODULES

Course Code	Type of Course	Course Title	Duration (Days)	Training Fee (INR)/ + Service Tax as applicable/ Participant/day
AEL	Basic	Automotive Electrical	2 Days	1200
EEM+ BCS	Basic	Electrical and Electronic Diagnostics	2 Days	1200
I AC & HVAC	Basic	Fluid Exchange	2 Days	1200
GFI	Basic	Gasoline Fuel Injection	2 Days	1200
MTS&A	Advanced	Measurement & Testing of Sensors & Actuators	3 Days	1500
TC & WB	Basic	Tyre changer and wheel Balancer	1 Day	1000
Veh Service	Basic	Basic Car service	1 Day	1200

Note:

1. Training courses are open to all students. All courses are optional to students.
2. Training fee for AACET- 80 % of the total fee / Course / Participant.
3. There is no minimum guarantee of participants from either side. Both parties have agreed to work for maximizing the participation. Fee sharing is purely based on actual numbers of participants as mutually agreed. Such sharing will occur on every Month.
4. Other Bosch Training Modules will be conducted in Bosch Training center facility based on the AACET request and participation confirmation.
5. Refresher training shall be charged at INR 1500/day/candidate.

College of Engineering & Technology


Secretary / Correspondent

For BOSCH LIMITED


Authorised Signatory

8

Norms for Training Centre Fees-

Nature Of Course	Training Fee(INR)	For students/Joint Certificate Course		Bosch Dealers, Bosch Customers, Bosch Business Partners, Bosch customer dealers, Government & Non-Government set up & Institution	
		Training fee Share for BOSCH	Training fee share for AACET	Training Fee Share for BOSCH	Training fee Share for AACET
Basic Course	Rs 1200/Day/Participant	20%	80%	80%	20%
Advance Course	Rs 1500/Day/Participant	20%	80%	80%	20%

Course Fee to be reviewed jointly once in a year for revision, if any.

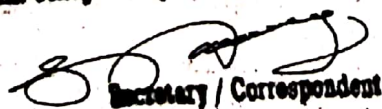
ANNEXURE -2

CERTIFICATION PROCEDURES

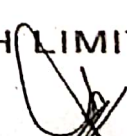
1. Certificates are issued only to those students who scores minimum marks (50%) in the theoretical and practical examination conducted by AACET through the training premises. In case the student/candidate fails, reexamination will be conducted and then certificate will be issued.
2. AACET shall forward the list of students who have registered for the training courses prior to the commencement of the training. The list shall include Full Name, Engineering Branch & Year, Email address and telephone numbers.
3. At the end of every course AACET shall forward the list of students with details like Full Name, Engineering Branch & Year, College Name & Location, Email address and telephone numbers and marks obtained. **Accounts shall be settled on monthly basis .**
4. Bosch shall prepare the Joint certificate and deliver it to AACET for further processing and delivery with in 20 days from the date of receipt of details.
5. Contents in the certificates will be decided by Bosch in consultation with AACET.
6. AACET shall send monthly report and annual report to Bosch with the following details.

- Candidate Name
- Engineering Branch & Year
- College Name & Location
- Course code attended
- Training Fee collected

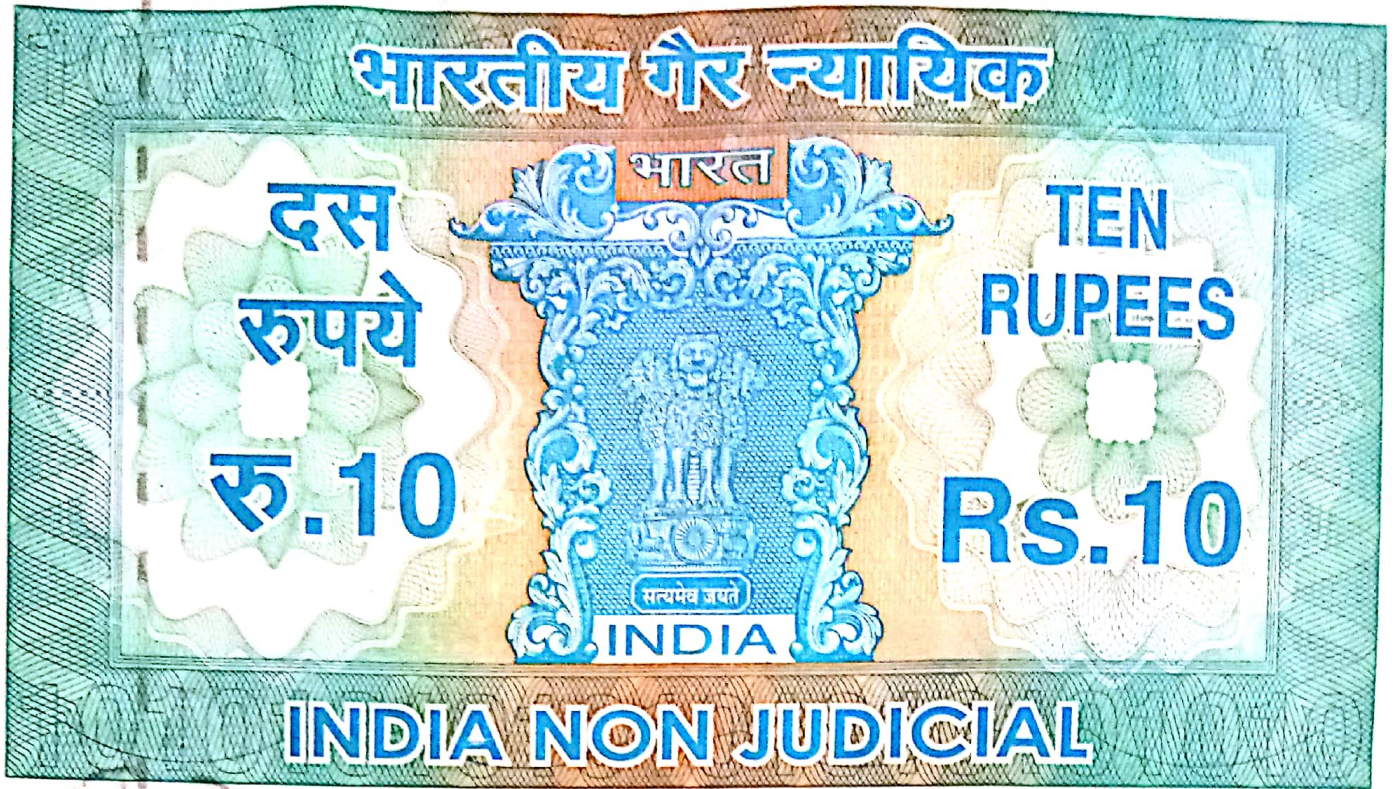
AAA College of Engineering & Technology


Secretary / Correspondent

For BOSCH LIMITED


Authorised Signatory

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தமிழ்நாடு தமில்நாடு TAMIL NADU

49AA 863589

மதிப்பு : 10 AAA College of Engineering & Technology S. சந்திரசேகரன்
எண் : 24455
தாள் : 21.7.2017 Amathur
மாநில முத்திரைதான் விற்பனையாகும்
சிவகாசி. தமிழ்நாடு
LNo. 1922 / D / 90

Memorandum of Understanding

Finland Labs (Unit of REVERT TECHNOLOGY Pvt. Ltd.)

This Finland Labs (Unit of REVERT TECHNOLOGY Pvt. Ltd.)
is made on 12th day of July 2017, by and between:

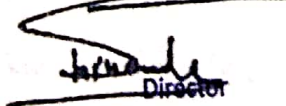
AAA College of Engineering & Technology, Kamarajar Educational Road, Amathur,
Sivakasi - 626123, India (Hereinafter referred as "AAACET").

AND

REVERT TECHNOLOGY Private Limited a company incorporated under Companies Act,
2013, and having its registered office Delhi

AAACET and REVERT TECHNOLOGY shall be hereinafter be collectively referred to as
"Parties" and individually as "Party"

For Revert Technology Pvt. Ltd.


Director

WHEREAS

- A. **AAACET** is committed to impart high quality education to its students and also foster advancement of education in different engineering and scientific disciplines. It also has embarked on Industrial research and development to support industries with new and alternate technologies and design solutions
- B. **REVERT TECHNOLOGY Private Limited**, Delhi provide training for students to enhance the research.
- C. The Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:

1. Scope

1.1 The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between **AAACET** and **REVERT TECHNOLOGY Private Limited** in various areas of mutual interest and benefit.

2 Co-ordination

2.1 **AAACET** and **REVERT TECHNOLOGY** will establish a "Core Consulting Team" Both the Parties shall ensure that the "Core Consulting Team" comprises of appropriate personnel to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.


2.2 **AAACET** shall be represented by its Head of Department; Department of Electronics & Communication Engineering with designated members from **AAACET** as and when necessary;

2.3 The Parties hereby acknowledge and agree that "Core Consulting Team" will meet at least once in three months (every quarter) to ensure successful implementation of all measures mutually agreed to in the areas mentioned in this Document. Date can be agreed mutually.

3. Responsibilities of **AAACET**.

- a. To provide name of staff members who will be using facilities of **REVERT TECHNOLOGY** in advance.
- b. To provide active technical team working on Micro controller lab at any given point of time. Different Technical team members would need necessary experience on Embedded in order to

For Revert Technology Pvt. Ltd.


Director

provide comprehensive Micro controller lab.

- c. Maintain key S/W and hardware from the vendors concerned.
- d. Utilize the expertise of **REVERT TECHNOLOGY** engineers in Industry.
- e. If required **REVERT TECHNOLOGY Private Limited** consulting engineer to visit college for consulting purpose, AACET can provide local logistic arrangement for **REVERT TECHNOLOGY** engineer for a reasonable and mutually agreed period to carry out consulting activity at AACET.

4. **Responsibilities of REVERT TECHNOLOGY**

- a. To provide industry experts to support and conduct consulting activity for research lab.
- b. To train AACET engineers on best industry practices and develop competency free of cost at AACET premises.
- c. Provide AACET with industry connect to bring in more consulting opportunities
- d. To work closely with vendor to provide recommendation for latest and optimized versions of S/W hardware to be procured by AACET. It is understood AACET already has latest versions of the tools and Hardware
- e. To allow students to carry out PG projects / internships with min agreed duration. The number of students and projects/internship will be decided based on mutual convenience.

5. **Joint responsibilities of AACET and DST**

AACET and REVERT TECHNOLOGY jointly agree:

- a. To closely work together to bring Workshop/Training opportunities for Students and Faculty. Six workshops and 3

FDP's of two days in three years will be supported by **REVERT TECHNOLOGY**, travel and accommodation of the trainers will be taken care by college.

- b. In case of additional funding required to develop expertise on consulting, AACET

For Revert Technology Pvt. Ltd.


Director

and REVERT TECHNOLOGY to put up joint project proposal for funding by govt or any other agencies.

- c. To work towards success of projects and relationship fostering
- d. To enter into a separate non-Disclosure agreement to Safe guard and protect each other's data and secrets

6. Terms and Termination

6.1 This shall come in to effect from 24th day of July 2017, and shall remain in effect for a period of thirty six (36) months, unless terminated earlier by the Parties. On mutual agreement after a period of thirty six months, MOU can be further extended.

6.2 Either Party shall have the right to terminate this MOU by giving ninety (90) days prior written notice to the other Party.

7. Confidentiality

7.1 Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MOU or any information obtained by either Party in performance of or in connection with this MOU. The Parties agree to take all reasonable measures to maintain the confidentiality of all such Confidential Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.

7.2 The obligations of confidentiality shall come into effect upon the signing of this MOU and shall survive even after the termination of this MOU.

8.

9. Commercial

The commercials for each consulting opportunity will be discussed and agreed upon by both parties on a case to case basis.

10. Intellectual Property Rights:

9.1 This policy assures that the intellectual property arising from the research conducted as a part of this agreement is used in the best interest of both parties.

9.2 Both Parties shall retain their respective rights with respect to any equipment's, methodologies, tools and technologies provided hereunder for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

10. Liability

10.1 NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATEVER AND HOWEVER CAUSED WHETHER ARISING UNDER STATUTE, CONTRACT AND TORT OR OTHERWISE THIS MOU.

11. Arbitration

11.1. In the event of any dispute or differences arising at any time between the Parties hereto as to the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties hereto or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.

12. Governing Law and Jurisdiction.

12.1 This MOU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Bangalore, India.

13. Non Solicitation

13.1 AAACET shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of **REVERT TECHNOLOGY**, who is involved in the performance of its obligations under this MOU.

14. Binding

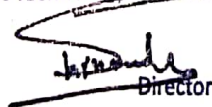
14.1 This MOU shall be binding on the Parties.

14.2 The Parties hereby acknowledges that this MOU is confined to the general terms agreed between the Parties for mutual co-operation.

15. Entire Understanding

This MOU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral.

For Revert Technology Pvt. Ltd.


Director

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representative as of the date first above written

For
~~For Revert Technology Pvt. Ltd.~~
REVERT TECHNOLOGY
Private Limited.

Director

Signature: 

Name: Shivendra Kumar

Title: Director

Date: 24th July 2017

AAA College of
Engineering & Technology

Signature: 

Name:

Title: Principal, AAACET.

Date: 24th July 2017



தமிழ்நாடு தமில்நாடு TAMIL NADU

சிவகாசி
சிவகாசி

40AB 100518



மதிப்பு : 20
பேர் : 2142
பேர் : 17/2017

ச. சிவசுப்பிரமணியன்
முத்தையன் சிவசுப்பிரமணியன்
சிவகாசி, தமிழ்நாடு
L.No 1922/D/90

MEMORANDUM OF UNDERSTANDING
Between
AAA COLLEGE OF ENGINEERING AND TECHNOLOGY, SIVAKASI
And
WAXWING AUTOMATION SYSTEMS, SIVAKASI

This deed of agreement is executed at Sivakasi on this day 10th July 2017 between WAXWING AUTOMATION SYSTEMS having its office at CHENNAI and SIVAKASI represented by its Chief Executive Mr.Jegan Chandran (Hereinafter referred to as "First party", which expression shall wherever the context so requires and admits be deemed to mean and include its Successors and assigns) and

AAA COLLEGE OF ENGINEERING AND TECHNOLOGY, Virudhunagar Dist, Sivakasi-626140 represented by its principal Dr.K.Arulmozhi (Hereinafter referred to as "Secondparty", which expression shall, unless repugnant to the mean in and context, mean and include its agents, employees, successors and executors).

Dr. K. Arulmozhi, B.E., M.Tech., Ph.D.
Principal
AAA College Of Engineering & Technology
Sivakasi

For Waxwing Automation Systems
Proprietor

The second party has approached the first party to be a Linkage partner. Whereas, the first party has agreed to appoint the second party as Linkage Institution as per agreed terms and condition for the three years duration and can be renewed/modified as when required by both the parties.

Now, therefore in consideration of the mutual promises, mutual covenants & agreements set forth herein, the parties hereto agree and this agreement witness as follows:

ROLE OF THE FIRST PARTY

1. Shall suggest curriculum based information for syllabus updating.
2. Shall provide resources in the form of CD, Books, etc.
3. Shall provide training to the students and staff.
4. Shall send a professional for delivery of Guest Lectures and conduct workshop at AAA.
5. Shall provide Industrial visit to staff and students.
6. Shall allow students to carry industry needed Projects/Research.
7. Shall send the employees of various cadres for training at AAA.
8. Shall verify the evaluation records of the trainees maintained by the training institutes and to give suitable instruction for the improvements, if any required, in the training Course.
9. Shall pay the nominal fee prescribed by second party towards training.
10. Shall allow to work and take part in machinery operation and allied equipment.
11. Shall provide in plant training and placement opportunities for the deserving students of the second party.
12. Shall provide opportunity to the deserving students and facilities of the second party for technical visit / training in Industrial / Factory Automation in South India as well as in Singapore.

ROLE OF THE SECOND PARTY

1. To provide necessary premises for smooth conduct with necessary electricity, raw materials, ventilation, toilet facility Chairs, Tables, Block board, Computer and Monitor.
2. To depute one coordinator from the Institution to report regularly to First party office.
3. To ensure smooth delivery of the course on day wise basis as specified in the curriculum.
4. To submit the detailed Budget proposal for approval from first party for any Training Program.
5. To issue Certificate and Resource material where ever applicable.
6. To maintain accurate records, registers of attendance and ensure minimum 90% attendance.
7. To get prior permission from the first party before any visit and training arranged for students and staff.
8. To provide adequate reports about the training and attendance to the first party.



Dr. K. Arulmozhi, B.E., M.Tech. Ph.D.
Principal
AA College of Engineering & Technology
Tirunelveli

For Waxwing Automation Systems



Proprietor

9. At the end of every batch, final report should be documented, which should cover enrollment data, chapters covered on daily basis, overall attendance, photos, question paper, result in a statistical data and another relevant information.
10. Implementing Institution is held responsible for all the disputes raised by the candidates.
11. Shall provide laboratory facilities in the institution for design/research works of the first party.
12. Shall provide consultancy services of the senior faculties in the first party.

Brief Terms & Conditions

1. Prepare budget proposal for any training course and get it approved by both parties.
2. Payment towards the course must be paid at the end of the training.
3. Prior permission must be approved before the Industrial visit, training by the both the parties.
4. Training should be conducted at the hosted institution only.
5. No payment will be made towards any transport.
6. No honorarium will be made towards conduct of Guest lecture and Workshop.
7. The details of any design or IP (Intellectual Property) related products developed by the efforts of both the parties will not be disclosed to other in any means i.e. NDA (Non-Disclosure Agreement).

TENURE OF CONTRACT

The above agreement is valid for a period of Three years and subject to renewal based on mutual Acceptance.

Breach of trust

The agreement will be terminated, if any party violates the mentioned terms and conditions.

The above agreement is subject to Sivakasi Jurisdiction and any dispute will be settled only through the honorable court in Sivakasi.



Principal

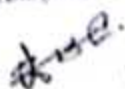
**AAA COLLEGE OF ENGINEERING AND TECHNOLOGY
SIVAKASI**

Witness

1)

2)

For Waxwing Automation Systems



Proprietor

Chief Executive

**WAXWING AUTOMATION SYSTEMS
SIVAKASI.**



தமிழ்நாடு தமிழ்நாடு TAMIL NADU

361

AAA College of Engineering
Amattur Tech.

35AB 628548

P. R. Arunkumar

பி.ஆர். அருங்குமார்

சுத்தியோக்கம் விதிகையையி

உரிமை - இல 33931/13-2

செந்தமயம். (தமிழ்நாடு)

Memorandum of Understanding

Ref: FACEAT/AAACET/MOU/81/2016-17

This Memorandum of Understanding is entered into on this 09th January -2017

Between

Federation of all Civil Engineers Associations of Tamilnadu and Puduchery, Registered office: #9/4-5, Muthamram's Arcade, opp. K P N Travels, Mettur road, Erode, represented by **Student Chapter Chairman Er RVL Ravichandran**. Repugnant to the context or meaning there of will include its successors-in-interest and assigns on the first part

And

The **AAA College of Engineering and Technology** located Kamarajar Educational Road, Amathur, Sivakasi-626123, Virudhunagar District, Tamilnadu represented by the Principal **Dr. K. Arulmozhi** (AAACET) which unless repugnant to the context or meaning thereof, will include its successors-in-interest and assigns on the second part.

This MOU is signed and extended with the objectives of ushering and strengthening better industry-academic linkages for mutual benefit. The two parties will jointly work towards the common cause with definite vision and missions of long and short-term perspectives.

CLAUSES OF MOU

- 1. Relationships:** Both the parties will strive to build long term relationship by involving one another as the guest of honours at all functions like technical seminars, symposiums, and Cultural and Promotional events.
- 2 Research:** Primary purpose of this MOU itself is to involve the advanced research at their own areas of operation of both parties. Accordingly any supports by way Technical Consultancy (Expertise) literature supports (library, advanced software's in computer labs) infrastructure supports (Laboratories and workshops) and other logical supports may be availed to the extent of maintaining secrecy and intellectual property rights of both parties. Either party can opt for augmentations of any facility with mutual consent on investments and utilization. Subsidiary agreements may be made wherever required. CEC shall provide all Infrastructure facilities, labs and workshops. However the cost involved if any on consumables and labours in conducting experiments shall be charged at actual mutually agreed in advanced. Any significant outcome of any joint research or development activities, arising out of project works shall have equal right to patent the development with due acknowledgement of other party's contribution. Commercial exploitation if any shall be shared proportionally with mutual agreement.
- 3 Awards & recognitions:** Third party recognition and awards are the healthier way of encourage our own manpower and its excellence. Both parties can

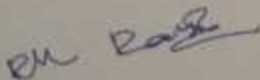
institute few awards, medals and citation etc(in equal no) to appreciate the other's credentials at a common or exclusive functions and forum.

- 4 **Consultancy:**The dedicated faculties on both sides (party) shall act as the consultant/outsourcer and Technical supporter to one another at all technical, administrative, management and R & D areas. The knowledge sharing by consultancy of the expert members are available at free of cost at the regular college/office functioning hours. Consultancy off the college/office hours if any may be charged accordingly.
- 5 **Human Resource & Training:**Human resources at both sides shall be strengthened by way of conducting workshops/Lectures/Study camps at a regular interval. Both parties shall organize regular/routine training programme to various levels of Technical and managerial manpower of all discipline at a very nominal costs at their respective premises.
- 6 **Employment:**The industry shall freely engage the student manpower for any of their R & D activities at their works under various schemes like in-plant training mini/major projects etc to benefits both sides equally. The industry shall give due preference to the students of CEC for all their recruitment needs such as temporary, apprenticeship, semi-permanent and permanent arising during the period of MOU. The industry will be the permanent guests of honour of the CEC at all institutional programs, like the training technical seminars, cultures and other celebrations.
- * **Students' chapter:**The CEC will initiative to open a student's chapter in its institution. Known as Students chapter of CEC affiliated in FEDERATION OF ALL

CIVIL ENGINEERS ASSOCIATIONS OF TAMILNADU AND PUDUCHERRY to be referred as SC FACEAT & P.

8. **Disclaimer:** This MOU does not compel or force any party either fully or partly to perform a function or fulfil any commitment agreed upon on best interests. All that agreements made between the parties are only obligatory and not in any way mandatory. It is further made abundantly clear that no third party mediation or arbitration is earnest or warranted. Both the parties shall however meet periodically once in a year alternatively at their respective premises to review the MOU and modify the scope of works if any, depending on the special demands and needs, arises then and there.

Dated on this (09/01/2017) we sign.



Er RVL Ravichandran.,
Chairman - Student Chapter,



Dr. K. Arulmozhi.,
Principal - AACET

Signatory of Industry

Signatory of AACET

Witness :



SOFIA RAJESH / HOD / AACET

J. N. S. (E. A. NAGARAJAN, President, SREA)

Memorandum of Understanding

This agreement is made on 07-03-2016 between AAA College of Engineering and Technology.

3W TECHNOLOGIES, an Authorized Training and Certification centre for Autodesk situated at Karaikudi, Tamilnadu. (Here in after referred to as the second Party).

Now this agreement witness as follows:

01. That the first party is an AICTE approved engineering/polytechnic college with a valid AICTE approval contract ID-No.: 1-1437622971 to conduct the technical programs at the mentioned college site of amathur.
02. That the 2nd Party is an Authorized Training Centre of AutodeskTM to impart AutodeskTM Certification and AutodeskTM products training to the students and corporate either on-site or in house
03. The First party permits second party to install the Autodesk Free legal education software to the lab (AutoCAD, Autodesk Revit Architecture, Structure, MEP, 3DS Max Design, Autodesk
04. The first party make sure that the software will be used only for educational purpose and not for commercial purpose.
05. The first party will permit second party to conduct free seminars, workshops and demos on
06. The first party assures that it will not permit any other CAD training institute to train on CAD software at their institute without prior notice to second party.

07. The first party will permit second party to conduct training program on Autodesk products (AutoCAD, Revit Architecture, Structure, MEP (Mechanical, Electrical & plumbing), 3DS Max Design, Mechanical CAD) on demand of students.

This will help students to clear online certification and list their name in world's largest CAD company database-Autodesk. The second party make sure that Time schedule and Charges for the training and certification program will be finalized by discussing with first party ensuring not disturbing the curriculum. 3W TECHNOLOGIES assure first party for the quality industry oriented training program and will be happy to provide all kind of support for CAD Training and Placement Services.

08. The first party assures second party that no college instructor will start conducting the CAD classes by their own using the software installed at the college.

09. The first party will be providing the infrastructure and support to conduct seminar, workshop, demos and training on requirement.

10. Both the parties assure giving their best for the bright future of the students.

11. Any alteration, addition or modification is there on this agreement should be in writing and signed by both the parties.

12. DURATION- The duration of this Agreement shall be for a period of 4 years from 07-03-2016. If not renewed or amended in writing the same shall be considered as expired or terminated. With respect to the installation of the software it completely depends on the MOU signed between AICTE and Autodesk.


13. TERMINATION - This agreement shall take effect immediately on the execution of these

14. Any notice request or other communication required or permitted to be given or made under this agreement to first party or second party 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

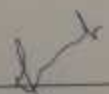
it is addressed at such party's address specified below or at such other address as such party shall have designed by notice to the party for giving such notice or making such request:

INSTITUTE NAME 3W TECHNOLOGIES INSTITUTE OF CAD TECHNOLOGY

15. 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.

1.  Dr. K. Arulmozhi 2. _____

Principal of College/Head Of the Dept.

1. T. Anand Thayalaguru 2. 

Director - Sales/Business Development Manager

3W TECHNOLOGIES, Karaikudi.

Memorandum of Understanding

By and Between

ICT ACADEMY

Innovate... Collaborate... Educate...

AND



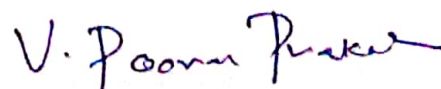
AAA

COLLEGE OF ENGINEERING & TECHNOLOGY

APPROVED BY ALL INDIA COUNCIL FOR TECHNICAL EDUCATION, NEW DELHI
AFFILIATED TO ANNA UNIVERSITY, CHENNAI

Kamarajar Educational Road,
Amathur, Sivakasi,
Tamil Nadu - 626123


PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
SIVAKASI.



Memorandum of Understanding

This Memorandum of Understanding is made on 12th of Jan, 2016 at Chennai by and between ICT Academy, acting by and through its Chief Executive Officer as the authorized officer of the ICT Academy, having their office at ELCOT Complex, 2-7, Developed Plots, Industrial Estate, Perungudi, Chennai – 600 096 (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, nominee/s and or delegate/s) (hereinafter referred to as the "ICT Academy") on one part

AND

AAA College of Engineering & Technology, Amathur, Sivakasi Tamil Nadu 626123 and represented by its Principal as second part, hereinafter mentioned as AAACET on the other part.

The above are hereinafter collectively referred to as "Parties" and individually as "Party").

WITNESSETH:

ICT Academy is an initiative of the Government of India in collaboration with the state Governments and Industries. ICT Academy is a not-for-profit society, the first of its kind pioneer venture under the Public-Private-Partnership (PPP) model that endeavors to train the higher education teachers and students thereby exercises on developing the next generation teachers and industry ready students.

NOW THEREFORE it is mutually agreed by and between the Parties as under

1. ROLES & RESPONSIBILITIES:

ICT ACADEMY, shall define the roles and responsibilities for the smooth implementation of the project from time to time based on mutually acceptable terms.

2. TERM AND TERMINATION:

It is agreed that the parties shall jointly explore and work together from the effective date hereof to give effect to the intent and purpose of this Agreement. Termination of the agreement would be mutually agreed in writing by the parties hereto but it can be done only at the end of the academic year.

3. GOVERNING LAW:

This agreement and all questions of its interpretation shall be construed in accordance with the laws of India under the jurisdiction of the courts in Chennai.

4. NOTICES AND COMMUNICATIONS:

Any notice or other information required or authorized by this agreement to be given shall be given in writing, in English and by hand delivery with a written acknowledgement in receipt thereof or sending it by registered post with acknowledgement due, by courier with proof of delivery or sending it by facsimile transmission or e-mail communication.

5. PARTIAL INVALIDITY:

Any infirmity nor invalidity of any part of this agreement shall not ipso factum invalidate this agreement and this agreement is valid in other aspects and the invalidity can be substituted by suitable modification and or by new terms.

6. CONFIDENTIALITY:

This agreement and all written or electronic information (including oral discussions thereafter reduced to writing or otherwise recorded) in connection with the efforts contemplated in this agreement shall be treated as confidential, and may not be used by any party except in connection with the subject matter of this agreement, or disclosed to any other person (other than its affiliates, employees, consultants and advisors, who shall be bound to a similar degree of confidentiality, and limited to such extent that are required to perform their official functions) without the prior written consent of the other party. Confidential information shall not include information which now or hereafter enters the public domain through no violation of this clause. Neither party shall issue a press statement or disclose the contents hereof or matters related thereto to the press or any third party except with the express and prior written approval of the other.

7. NON-TRANSFERABILITY:

This agreement duly executed is not transferable in case of any merger/acquisition with or by other institutions.

8. AMENDMENT:

Any modification, amendment, or waiver of any provision of this agreement shall be effective if, but only if, in writing and signed in person or by an authorised representative of each party.

9. EXCLUSIVE SERVICES FOR YOUR ESTEEMED INSTITUTION:

- Accrediting your esteemed institution as ICT Academy Skill Development Center.
- Launch of various Government sponsored program at your Institution.
- One ICT Academy Power Seminar in your institution Every Year.
- Skill development programs on advanced technologies including Virtualization, Cloud Computing, Bigdata Analytics, AWS, Salesforce, IOT etc.
- Free Software's and Tools from Oracle and Autodesk.
- Free subscription in Amazon Web Services Educator Membership.
- Accrediting your esteemed institution as ICT Academy Assessment Center.
- Support to CSE & IT Department Conferences.
- Oracle Academy Membership.
- Palo Alto-AAC Membership.
- Ilearning account in Oracle Academy.

10. MEMBERSHIP BENEFITS:

- One Faculty Development Programs in Association with leading Companies.
- Industry Relevant Courses and Content.
- Access to ICT ACADEMY Learning Portal.
- Access to ICT ACADEMY Online Assessments.
- International Research Journals (6 Journals).
- ICT Connect Magazine.
- Research Collaboration.
- Link to ICT Academy portal.
- Industry - Institute Interaction Initiatives.
- Access to Skilledge and Skilltester Programs.
- Joint Workshops and Seminars.
- Final year Student project funding and support.

V. Poornima Prakash


PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
SIVAKASI.

We excel because of your patronage. We expect a similar support in the future to serve the teaching community and to improve the quality of students graduating out of institutions in Tamil Nadu, to make them industry ready and employable in the ICT industry.

11. MEMBERSHIP & VALIDITY:

The Institution hereby agrees to become Associate Member by paying the requisite Membership Fees to ICT ACADEMY. This Membership fee is non-transferable and non-refundable. This MoU is valid for a period of Five Years from the date of signing this MoU.

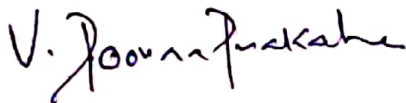
12. DISCLAIMER OF WARRANTIES:

Neither party makes any warranties. Any party or its affiliates, agents or representatives shall be liable to the other party or its affiliates, agents or representatives for any indirect, incidental, consequential, violations, breaches, wrong doings and failure to perform their part shall be liable to suitable and remedial damages. This section applies to the maximum extent permitted by applicable law and regardless of whether the liability is based on breach of contract, tort, or any other legal theory.

13. JURISDICTION:

In witness whereof, this agreement has been executed in a set of TWO in the presence of witnesses and delivered by the duly authorised officers of the parties hereto.

For ICT Academy



By:

Name: V. POORNAPRAKASH

Title : Senior Manager

Date : 12/01/2016

For AAA College of Engineering & Technology



By:

Name:

Title : Principal

Date : 12/01/2016

PRINCIPAL
AAA COLLEGE OF ENG & TECHNOLOGY
V. PRAKASH

Witnesses:



தமிழ்நாடு தனிலிநாடு TAMIL NADU 40AA 299383
29/8/15 17-2015
செ.வி. சிவசங்கர்
செ.வி. சிவசங்கர்
செ.வி. சிவசங்கர் (ச.நா.)
08 470150 21 10-1-15

MEMORANDUM OF UNDERSTANDING

Preamble

Through this Memorandum of Understanding (hereinafter referred to as the "MOU", The Bharat Sanchar Nigam Ltd., New Delhi and AAA College of Engineering and Technology, Sivakasi, intend to develop a special relationship. This MoU is made and entered into on this the 10th day of July 2015,

Between

The Bharat Sanchar Nigam Ltd, a company having its registered office at Bharat Sanchar Bhavan, Harish Chandra Mathur Lane, New Delhi 110 001, referred to as BSNL, Which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees; and at present represented by Chairman & Managing Director or his representative.

AND

AAA College of Engineering and Technology with registered office at Sivakasi (hereafter referred to as "College"), which expression, unless repugnant to the context or meaning hereof, shall include its successors, administrators or permitted assignees; and at present represented by their chairman & Managing Director or his representative.

Of the other part.

Hereinafter referred to as "parties".

Whereas

BSNL, Virudhunagar, is a state owned company, engaged in providing telecom services.

BSNL, Virudhunagar, is a state owned company, engaged in providing telecom services. AAA College of Engineering and Technology, Sivakasi is an educational institution imparting education in the field of Engineering technology of various branches to the students who have completed their secondary education.

Whereas

BSNL, Virudhunagar SSA and AAA College of Engineering and Technology, Sivakasi, have agreed to enter into a special relationship for the purpose of the former entities providing the latter comprehensive communication facilities in all across the country for enhancing mutual business relationship.

Now therefore

In recognition of these facts, BSNL, and the AAA College of Engineering and Technology, Sivakasi, witnessed that, in consideration of the mutual covenants set out in this MoU, the parties hereby agree as follows:

1. Purpose of this Memorandum

This MoU is intended to recognise the general basis for a cooperative and collaborative working relationship between the two parties.

The objective of the proposed relationship is to enable BSNL to provide the AAA College of Engineering and Technology, Sivakasi, the full gamut of telecom services, included but not limited to Basic telephony, Mobile telephony and Internet services on most preferred client basis; and for the AAA College of Engineering and Technology, Sivakasi, to hire these services from BSNL on most preferred vendor (service provider) basis. Each party, by mutual consent, may involve in the cooperative and collaborative actions, any of its controlled affiliates competent in the concerned action.

2. Nature of memorandum

Through this MoU, BSNL and AAA College of Engineering and Technology, Sivakasi intend to develop a special relationship, whereby effective telecom services, to the extent possible from time to time, are provided to AAA College of Engineering and Technology, Sivakasi at special concessionary and competitive rates.

3. Responsibilities

- 3.1 BSNL, Virudhunagar and AAA College of Engineering and Technology, Sivakasi, shall be responsible for the conduct of their assigned responsibilities. Neither BSNL nor AAA College of Engineering and Technology, Sivakasi, shall be responsible to the other parties for any losses that they may suffer arising out of the understanding.
- 3.2 BSNL, agrees to share the knowledge resources with AAA College of Engineering and Technology, Sivakasi by resource persons from BSNL in technical seminars, conferences, workshops etc conducted at the premises of the college for the purpose of enhancing the knowledge/skill levels of the students studying in the college.
- 3.3 The College agrees to avail all the services from BSNL, during the period of their MOU.
- 3.4 BSNL agrees to entertain the students and faculty members to BSNL, for industrial visits. BSNL, will not collect any fees from the visitors from the college for the visits. The travelling expenses, stay and food arrangements for the visiting faculty members of the college and their students shall be borne either by the individuals or by the college as the case may be.
- 3.5 The industrial visit is for one day. The students who visit BSNL location will be given a first hand information about various types of services and equipment available in BSNL.
- 3.6 BSNL shall not bear any expenditure for the above industrial visits.
- 3.7 BSNL, agrees to conduct regular specialized training courses to the students of the institute to upgrade their skill on payment basis as per the rates as per the orders BSNL, Corporate Office and prevailing from time to time.

NAME
Authorised Signatory
with Seal
PRINCIPAL

AAA COLLEGE OF ENGG. & TECHNOLOGY
(AMATHUR VILLAGE)
SIVAKASI



NAME
Authorised Signatory of BSNL, Virudhunagar
with seal
Deputy General Manager
O/o. General Manager
Bharat Sanchar Nigam Ltd.,
Virudhunagar - 626 001.

4. Status of MoU

This MoU is intended to record mutual understandings of the parties hereto, as of the date hereof.

This MoU would be subject to the laws (and such rules & regulations) of India as may be applicable during the tenure of this MoU.

To discharge the responsibilities of each Party, and / or when specific obligations or financial commitments appear necessary to the parties, the Parties by mutual consent shall enter directly (or through the concerned affiliate), into specific agreement(s) defining in detail the respective obligations and commitments of each Party, and in particular the programme of work and the financial conditions of its execution.

5. Validity

The MoU will be for an initial period of one year from the date of signing. The parties shall meet to decide a possible renewal of this MoU three months before its termination. A specific addendum shall be signed by the parties.

6. Amendment

This MoU will be for an initial period of one year from the date of signing. The parties shall meet to decide a possible renewal of this MoU three months before its termination. A specific addendum shall be signed by the Parties.

7. Termination

This MoU may be terminated by any Party upon providing a written notice of three months. It shall also terminate automatically upon the bankruptcy of any of the Parties or in the even of force majeure prohibiting its continuity.

The expiry or termination of this MoU shall have no impact on any other specific agreement in force, which shall continue up to its normal expiry.

8. Arbitration

This MOU shall be subject to exclusive jurisdiction of courts in which the location of college, where there is a presence of BSNL Office. The parties in the dispute will share equally the cost of arbitration as intimated by the arbitrator.

NAME
Authorised Signatory
with Seal
PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
(AMATHUR VILLAGE)
SIVAKASI.



NAME

Authorised Signatory of BSNL along
with seal

Deputy General Manager
O/o. General Manager
Bharat Sanchar Nigam Ltd.,
Virudhunagar - 626 001.

9. Confidentiality

All parties acknowledge the confidentiality of the information, which may be transferred between the parties from time to time as being essential to this MoU and agree not to disclose the same to any third party. However, each Party shall be free to disclose such information as is Part of the public domain at the time of disclosure, or required to be disclosed by official authorities in accordance with the applicable law.

The obligations of all the Parties as defined above shall apply notwithstanding termination of this MoU.

As witnessed by the hand of duly authorised representative of the Parties, as of the date hereunder:

NAME
Authorised Signatory
with Seal

PRINCIPAL
AAA COLLEGE OF ENGG. & TECHNOLOGY
(AMATHUR VILLAGE)
SIVAKASI



Witnesses:

NAME
[S. RENUKA]

Authorised Signatory
with Seal
Head of the Department

Department of Electronics and Communication Engg.
AAA College of Engineering And Technology
Sivakasi

NAME
Authorised Signatory of ISNT, along
with seal Deputy General Manager
O/o. General Manager
Bharat Sanchar Nigam Ltd.,
Virudhunagar - 626 001.

NAME
S. PALANIVEL RAJAN
Authorised Signatory of ISNT, along
with seal उप मंडल अभियंता (विपणन)
Sub Divisional Engineer, (Mktg.)
महाराष्ट्र का वाणिज्य, भा.रं.वि.लि.
O/o. General Manager, ISNT,
वि दुनगर Virudhunagar-626 001