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SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

Article 4 Affidavit

MOU

(Zero)

SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

HATTUSSA IT SOLUTIONS PUDUCHERRY

SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE

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(Twenty only)



SELF PRINTED CERTIFICATE TO BE VERIFIED BY THE RECIPIENT AT WWW.SHCILESTAMP.COM

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Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed on this, 5th July 2023 at Puducherry

BY AND BETWEEN

HATTUSSA IT SOLUTIONS, having its registered office at No. 47, 6th Cross St, Kumaran Nagar Extension, Lawspet, Puducherry - 605008, and represented by its authorized signatory Mr. SRINIVASAN H, Senior Project Manager (hereinafter referred to as 'Hattussa which

- 1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using a Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Cortificate and as available on the website / Mobile App renders. Levalid.

 2. The onus of checking the legitimacy is on the users of the certificate.

 3. In case of any discrepancy phase inform the Competent Authority.

NOW THIS MOU WITNESSETH AS FOLLOWS:

- 1. That the Parties on this day have executed this MOU with the intention to enhance the quality of the education for students of the Partner, to train the faculty of the Second Party, and also for the purpose of industry-institute collaboration between the Parties subject to the following terms and conditions:
 - a. The Partner shall establish a lab with the specified infrastructure requirements of Hattussa and shall use the lab for imparting the course/training. This lab shall be exclusive to the use of the purpose stated under this MOU and will not be used for running other courses of the Partner
 - b. Hattussa shall provide the Partner with the material, software, and access to the Full Stack library during the term of this MOU and the Partner shall use the materials, software, and access to the Full Stack library under the guidance of the designated representative of Hattussa and for the purpose specified under this MOU.
 - c. The final year students to be trained shall be pre-selected by Hattussa (hereinafter referred to as the 'Pre-selected Students'.
 - d. The course will be imparted for the duration specified by the Hattussa as an additional training program. This program will be run during the pre-final semester of the graduation course being offered by the Partner for the Pre-selected students.
 - e. The Partner shall not charge the Pre-selected Students any fee for this course. If it is found that the Partner has charged fees for this program from students, Hattussa shall have the right to terminate this MOU or pursue other remedies available at law against the Partner.
 - f. The Partner shall not train any students other than the Pre-selected Students. Hattussa shall have the discretion to make employment offers to any of the Pre-selected Students upon completion of their graduation. Hattussa shall not be under an obligation under this MOU to recruit any fixed number of Pre-Selected Students. Anyof the Pre-selected Students who is not made an offer in the final selection is free to apply to any other company.
 - g. Hattussa shall be provided the day one or day two slot during the campus placements by the Partner, which will be decided based on mutual written discussion and agreement.

expression whenever used shall mean and include its successors, administrators, and assigns) of the ONE PART;

AND the Department of Computer Applications(MCA Programme) Sri Manakula Vinayagar Engineering College (An Autonomous Institution) established under the Trust Act, declared as an educational institution and having its educational institution campus at Madagadipet, Puducherry represented by its authorized signatory **Dr. V.S.K. VENKATACHALAPATHY**, Director cum Principal, Sri Manakula Vinayagar Engineering College, Puducherry (Hereinafter referred to as 'Partner (which expression whenever used shall mean and include its successors, administrators, and assigns) of the OTHER PART;

(Hattussa and the Partner are individually referred to as 'Party' and collectively referred to as 'Parties').

WHEREAS Hattussa is a global information technology development company that provides IT and business consulting, application support, and maintenance, development, systems Integration, and managed services to its customers.

AND WHEREAS the Partner is an educational Institution and has evolved a comprehensive student-centric learning approach consisting of several stages, designed to add significant values to the learner's understanding in an integrated manner, covering relevant knowledge, practical skills, and positive attitudes with professional values

AND WHEREAS the Partner, for the purpose of enriching practical skills and imparting industry-relevant course curriculum to students of all engineering disciplines in the field of Information Technology("IT"), has approached Hattussa with a proposal for forging an industry-institute academic alliance to facilitate and train the Partner's students and faculty on Full Stack by utilizing the Hattussa's relevant experience and projects, and by deputing its technicians at the lab of Partner with the object of providing exposure to the Partner's faculty and students to current industrial needs and requirements.

AND WHEREAS Hattussa, with a bona fide and non-commercial intention of educating the students of the Partner and making the students more exposed to the present industrial needs and requirements thereby reducing the cost and time involved in training and making them skill-based personnel after graduation, has agreed to the proposal of the Partner

AND WHEREAS this MOU is intended to be legally binding between the Parties and is enforceable in accordance with the applicable laws and regulations.

Accordingly, the Parties have decided to reduce into writing their mutual representations and understanding as stated hereunder:

- 2. The MOU shall be valid for five years from the date of execution and the Parties shall be at full liberty to terminate the MOU for convenience by issuing prior written notice of three months. Hattussa shall have the right to terminate this MOU in the event of a breachof obligations by the Partner, by giving a prior notice of fifteen (15) days, during which period the breach is not remedied by the Partner.
- 3. The Parties shall take reasonable steps to ensure the successful performance of the obligations agreed upon and cooperate with each other in duly performing the obligation agreed upon. The Parties herein have agreed to perform various obligations with service motive and there is no monetary obligation/consideration involved herein between the Parties. However, the Partner shall bear all expenses incurred by Hattussa towards providing infrastructure, network, and internet access, other facilities required for education and training, and such other expenses incurred by Hattussa in performing its obligations under this MOU. All expenses incurred by Hattussa in performing its obligations pursuant to this MOU shall be reimbursed by the Partner at the end of every month.
- 4. Under no circumstances, shall the Parties be treated as the vendor, employee, contractor, representative, and agent of the other.
- 5. Any information or documentation received by the Partner during the term of this MOU shall be deemed as 'Confidential Information' under this MOU. The Confidential Information includes but is not limited to, any information, course material, plans, discussions, strategies, or any material provided by Hattussa to the Partner, and Hattussa's technology including discoveries, inventions, research and development efforts, manufacturing processes, hardware/software (regardless of media) design and maintenance tools, and hardware/software product know-how, which may be disclosed by Hattussa to the Partner during the pendency of this MOU. Confidential Information shall also include any information marked "Confidential" or "Proprietary" but does not includeany information already in the public domain or such information which was obtained from a third party. The Partner shall not disclose, reproduce or use any Confidential Information for any purpose except solely in connection with the performance of this MOU. Upon expiration or termination of this MOU, Partner shall cease using all such Confidential Information and it shall either destroy or return all copies of such Confidential Information, in whatever form. The Partner or any of its personnel/ students/faculty shall not disclose the Confidential Information during the term of this MOU and for a period of 5 years after.

The Parties shall not make unauthorized use of the trade name, trademark, copyright, patent, symbol, license, or designation belonging to the other party without prior approval and permission. In the event, the Partner or any of its personnel/students/faculty breach its confidentiality obligations or infringe the intellectual property of Hattussa, Hattussa shall have the right to pursue appropriate remedies available at law and shall be entitled to equitable relief. In addition, the Partner shall indemnify, defend and hold harmless

expenses, and costs (including without limitation reasonable legal fees) brought against or suffered by the other or any of its respective officers, directors, employees or agents, resulting from, arising out of or relating to damage to property, fraud, gross negligence, wilful misconduct, breach of confidentiality obligations, applicable laws and regulations and infringement of intellectual property.

- 6. Hattussa shall also provide requisite publicity material such as handouts, information brochures, and posters if it deems necessary. Upon expiration, termination of this MOU, or when requested by Hattussa, the Partner shall cease using all such material and documents and it shall immediately return all copies of the documents, in whatever form to Hattussa.
- 7. Except for collaboration related to Full Stack practice, the Partner is not debarred from having collaborations with others. For initiatives that are planned for the Full Stack domain, the Partner can invite guest speakers with prior written approval from Hattussa Any other event in this domain will be conducted in collaboration with Hattussa
- 8. Except as expressly stated in this MOU, there shall be no obligation on any party to compensate the other in any manner or any claim. However, the terms and the conditions in this MOU shall be kept confidential
- 9. The Parties agree that no party shall be held liable for the commission and omission of the other party under this MOU.
- 10. The parties represent that they have the full power and authority to enter into this MOU in general and none of the objects stipulated herein are against public policy.
- 11. The Parties shall designate their respective representatives who shall be the primary point of contact on behalf of that party.
- 12. Neither of the parties shall use the name of the party in any advertisement nor make any public announcement without the prior written approval of the other party.
- 13. The parties agree to negotiate amendments to this MOU, if necessary, to meet the evolving requirements. Any amendment and/or modifications to the MOU will require written approval from both parties.
- 14. The Source code, Credentials, and other Project-related stuff given by Hattussa to its Trainees are official; hence, no project-oriented materials are to be used by trainees outside the Campus of Hattussa. Also, they do not have any rights to claim over the Project materials shared with them.
- 15. The termination of this MOU shall not affect the implementation of the projects

contrary, in the event of expiry or early termination of this MOU, Partner shall reimburse all expenses incurred by Hattussa in performing its obligations under this MOU till the effective date of termination.

- 16. The parties will respect each other's intellectual property rights and will not copy, modify, disclose, or use any proprietary information or materials belonging to the other party without their prior written consent. The parties will also ensure that their employees, contractors, agents, and affiliates comply with this provision.
- 17. Any dispute arising out of this MOU shall be at the first instance attempted to be settled amicably between the parties.

IN WRITTEN WHEREOF both parties put their hard seal on the day, month, and year stated herein above;

Date: 5th July 2023 Place: Puducherry

Date: 5th July 2023 Place: Puducherry

Name: MR. SRINIVASAN H Company: Hattussa IT Solutions

Name: Dr.V.S.K.VENKATACHALAPATHY

College: Sri Manakula Vinayagar Engineering College

Signature:

HATTUSSA IT SOLUTIONS

Witness:

No:47, 6th Cross Street, Kumaran Nagar, Extension Lawspet, Pondicherry-605008.

1.

SENIOR UI JUN DESIGNER MATTUSSA IT SOLUTIONS,
LAWSPET DISTURDED

Signature:

2.

Dr. V.S.K. Venkatachalapathy, M.E., Ph.D.,

Director cum Principal
Sri Manakula Vinayagar Engineering College
(An Autonomous Institution)
Madagadipet, Puducherry-605 107.

Dr. Cailavome, N.S.H

Sti Manekula

Egineny College

Dr. A. RANALINGAN.

HOD/MCA,

Sir Manakula Vinayagan Fingli Deening College.

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