



सत्यमेव जयते

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| Purchased by | : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE |
| Description of Document | : Article 4 Affidavit |
| Property Description | : MOU |
| Consideration Price (Rs.) | : 0 (Zero) |
| First Party | : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE |
| Second Party | : SULOSHAN HEALTHCARE AND SERVICES TRICHY |
| Stamp Duty Paid By | : SRI MANAKULA VINAYAGAR ENGINEERING COLLEGE |
| Stamp Duty Amount(Rs.) | : 100 (One Hundred only) |

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MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding ("MoU") is executed on **7th January 2023**
BETWEEN



Sri Manakula Vinayagar Engineering College (An Autonomous Institution,
Madagadipet, Puducherry – 605 107, India, hereafter referred as "Institution" represented by
its Head of the Institution **Dr. V.S.K.Venkatachalapathy** (Party 1)

AND

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Suloshan Healthcare & Services, No.6/136,Geethanagar, Vayalur Main Road, Trichy- 620 017. Tamil Nadu, India represented by its Managing Director **Mr.S.Sathishkumar** (Party 2)

WHEREAS, Sri Manakula Vinayagar Engineering College is an Autonomous Institution, approved by AICTE, New Delhi and affiliated to the Pondicherry University. The institution has 24 years of academic excellence and it has been accredited by NAAC (2 Cycles) New Delhi with "A" grade, NBA and also accredited by Tata Consultancy Services (TCS). The institution has well experienced faculties with state-of-the-art infrastructure facilities including laboratories, equipment required for Research and Development.

WHEREAS, Suloshan Healthcare & Services is engaged in research, design, development and providing training of high-quality Biomedical Equipment products in the field of Healthcare Electronics and related areas.

Suloshan Healthcare & Services agrees to offer a package of academic interface programme containing the following for the **Department of Biomedical Engineering of Party1**.

| S. No. | ITEM DESCRIPTION |
|--------|---|
| 1 | Medical Equipment Training/Internship |
| 2 | Industrial Visit |
| 3 | Guest Lecture and seminar on Biomedical Devices |
| 4 | Workshop for students |

Party1 agrees to provide:

| S. No. | ITEM DESCRIPTION |
|--------|--|
| 1 | Infrastructural facilities and local hospitality for the activities at the institute. |
| 2 | Active participation of the faculty in the collaborative research work relevant to Suloshan Healthcare & Services |

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSED AND IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO AS UNDER:

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 Both the parties' co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of the Institution providing significant inputs to them in developing suitable research design and development in advanced computing and computer learning systems, keeping in mind the needs of the Corporate Social responsibilities of the Company, **Suloshan Healthcare & Services**.

CLAUSE 2 - SCOPE OF THE MoU

2.1 Both Parties have agreed that the Institution shall support the infrastructure facilities to students and faculty members to carry out the research activities.

2.2 There is no financial commitment on the part of Institution to take up any program mentioned in the MoU. If there is any financial consideration, it will be deal separately. The Institution might optionally provide work space and infrastructure support including computer, servers and storage for the use of the students and faculty to be used for the research.

2.4 **Suloshan Healthcare & Services** shall appropriately compensate or pay remuneration to the faculty and students for their research work and creation of intellectual property and is outside the scope of this MoU.

CLAUSE 3 - INTELLECTUAL PROPERTY

IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities and methodology including any **Suloshan Healthcare & Services** proprietary products or components there of used here under or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed or made by **Suloshan Healthcare & Services** here under will not be transferred from **Suloshan Healthcare & Services** to **Party1** on account of use of the same as part of any work under this Agreement nevertheless **Party1** and **Suloshan Healthcare & Services** follow following terms and conditions:

1. **If more than 75% work done at Suloshan Healthcare & Services IPR always remains with Suloshan Healthcare & Services.**
2. **If Party1 contributes 50% of works then IPR will remains with both parties.**
3. **If 40% of work done by Suloshan Healthcare & Services and 60% of work done by Party1 then IPR remains with Party1.**

However in all the cases mentioned above, the Party1 shall have a royalty free, non-exclusive, irrevocable license to copy/use IP for research and educational purposes.

CLAUSE 4 - DURATION OF MOU AND TERMINATION

4.1 This MoU will come into force upon affixing of the signatures of the both parties and will remain in effect for **Ten years**. This MoU may be renewed upon its expiry, with the agreement of both parties.

4.2 If either party wishes to terminate the MoU at the end of the Ten years, it must notify the other party not less than two months before the expiry of the MoU.

4.3 This MoU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement, and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

CLAUSE 5 - RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that both the parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

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

CLAUSE 6 DISPUTES AND SETTLEMENT

6.1 The parties shall endeavour to settle any dispute or claim arising out of or in relation to this MoU through amicable discussions. If not amicably settled within sixty (60) days of the notification of a dispute by a party or claim arising, such dispute or claim shall be decided by a sole arbitrator to be appointed by the parties mutually.

IN WITNESS WHERE OF, the parties have executed the MoU on **7th January 2023**, in the presence of the witnesses:

For and on behalf of the SMVEC

Dr. V.S.K.Venkatachalapathy
Director cum Principal
Sri Manakula Vinayagar Engineering College
(An Autonomous Institution),
Puducherry 605107
Tamilnadu, India



Witness

1.

Dr. A. VIJAYALAKSHMI B.E. M.Tech, Ph.D.,
Professor and Head
Department of Biomedical Engineering,
Sri Manakula Vinayagar Engineering College,
Madagadipet, Puducherry - 605 107.

For and on behalf of Suloshan Healthcare & Services

Mr. S.Sathishkumar
Managing Director,
Suloshan Healthcare & Services,
No.6/136,Geethanagar,
Vayalur Main Road,
Trichy-620 017
Tamil Nadu, India



2.

SULOSHAN HEALTHCARE & SERVICES
No:6/132, Geetha Nagar
Vayalur Road, Trichy - 620 017.