



இந்திய நேர்நியாயிக TAMILNADU

19 AUG 2024

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is effective as of 20.08.2024 to establish an affiliation between CAUVERY COLLEGE FOR WOMEN, AUTONOMOUS (institution name), located at Annamalai Nagar, Tiruchirapalli an Autonomous Institution with expertise in scientific and technological education and research, referred to as MENMOZHI TECHNOLOGIES PRIVATE LIMITED, located at A15, Santhanam Towers, 1st Cross Thillai Nagar, Tiruchirapalli-620018, Tamil Nadu, India, hereinafter referred to as Menmozhi Technologies (the SECOND PARTY).

The aforementioned institutions are individually referred to as Party and collectively as Parties.



Introduction:

CAUVERY COLLEGE FOR WOMEN, AUTONOMOUS is an academic institution involved in research and education in Engineering and Science. It is also engaged in design and development work, as well as consultancy projects with other institutes and organizations.

Menmozhi Technologies is a company focused on creating innovative Artificial Intelligence products and providing services to sectors such as Education, Medical, Agriculture and etc. Their research primarily focuses on Machine Learning, Data Analytics, Computer Vision, and Natural Language Processing. To foster AI technology skills among students and faculty members, this MoU with Menmozhi Technologies in Tiruchirappalli is planned. This MoU was presented during the departmental review meeting held in **20.08.2024**. Through this MoU, the following outcomes could be achieved.

CAUVERY COLLEGE FOR WOMEN, AUTONOMOUS and Menmozhi Technologies are willing to collaborate on research and innovation in the field of Artificial Intelligence, Machine Learning, Deep Learning, and Internet of Things. The collaboration will be established within the principles outlined in the following sections:

1. Objectives:

The two parties aim to promote the following:

1. Guest Lectures, Workshops & Conferences
2. Hackathon & One Credit Courses
3. Faculty Development Programs
4. Execution of R&D Projects
5. Internships for students
6. Value-added programs
7. AI Product Launch
8. Adopting AI products of Menmozhi Technologies (eg., www.vennilai.in) at the Institution

Each program undertaken by the parties shall be initiated by signing a separate agreement that will describe in detail about the scope of such program.

2. Validity:

The Memorandum shall be in effect for a period of 3 years, starting from the effective date mentioned in this MoU. Before the end of this term, the Parties will review the engagement and may renew it for further one-year terms through mutual written agreement signed by both Parties. However, both the parties will ensure that the provisions of this Memorandum continue to apply to ongoing Innovation Programs until their completion or termination.



3. Amendments / Modifications:

This MOU may be amended or modified by a written agreement signed by representatives of both parties.

4. **Nothing in this Memorandum** shall be construed as creating any legal relationship between the Parties. This Memorandum is a statement of intent to foster a genuine and mutually beneficial collaboration.

5. Costs:

a) The cost associated with the initiatives mentioned under the Objectives will be born by the **CAUVERY COLLEGE FOR WOMEN, AUTONOMOUS** to execute successfully.

b) The budget associated with each initiatives will be assessed by **Menmozhi Technologies** on case to case basis and the **CAUVERY COLLEGE FOR WOMEN, AUTONOMOUS** (institute name) will allocate fund accordingly.

6. Intellectual Property:

a) The intellectual property rights related to an invention independently made by a researcher of either party shall be solely owned by that respective party.

b) The intellectual property rights related to an invention made jointly by the researchers of both parties shall be jointly owned, with the extent of ownership to be determined through consultation between the parties, considering the contributions made by each party.

c) The party can use joint intellectual property for academic and research purposes. The terms and conditions for further use of joint intellectual property will be decided at the time of undertaking the research program.

d) The parties can commercialize any joint intellectual property, and the terms and conditions of commercialization will be decided at the time of commercialization.

e) The responsibility for filing and maintaining patents related to joint intellectual property shall be determined by the parties on each occasion.

f) This MOU or any agreement under this MOU does not affect the ownership of any background intellectual property of a party or any other technology, design, work, invention, software, data, technique, know-how, or materials not resulting from a project under this MOU. The intellectual property in them will remain the property of the party contributing them to a project. No license to use any background intellectual property is granted or implied by this MOU except for the rights expressly granted in this MOU.



7. Confidential Information:

a) For the purpose of this MOU, "Confidential Information" shall refer to any and all tangible and intangible information, including but not limited to technical, commercial, and organizational information of a party, including that of its customers, except as provided below:

i. Information known to the public other than by a breach of this MOU.

ii. Information that a party can demonstrate was in its possession before receiving it from the other party.

iii. Information received from a third party without restraints on disclosure.

iv. Information required to be disclosed by law and order of a court of competent jurisdiction. The party requested to disclose such information shall notify the other party beforehand of any such requirement and consult with the other party regarding the manner of such disclosure.

v. Undertakings: Parties hereby undertake to

a. Use Confidential Information received solely for the purpose set out in this MOU,

b. Keep and safeguard as confidential as all Confidential Information received from the other party;

c. Not disclose to any person (except as permitted by this MOU) any of the Confidential Information received from the other party.

d. Only copy Confidential Information to the extent necessary for the accomplishment of the purposes set out in this MOU; and

e. Ensure proper and secure storage of all Confidential Information received from the other party.

f) Parties may make Confidential Information received from the other party available to those of its officers, employees, advisors, scholars/students, and consultants who are directly concerned and whose knowledge of the Confidential Information is essential for the purposes set out in this MOU. Parties shall ensure and remain fully liable for ensuring that those officers, employees, advisors, students, and consultants adhere to the terms and conditions of this MOU.

g) The obligation of non-disclosure of confidential information shall survive for 2 years from the date of its disclosure.

8. Warranties, Indemnification, and Liabilities:

Each party agrees to indemnify and hold harmless the other party, as well as its directors, officers, and employees, from all losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses. This indemnification is applicable to losses arising directly or indirectly from or in connection with any negligent, reckless, or intentionally wrongful act of the other party or the other party's assistants, students, employees, or agents, in violation of any covenants contained in this MOU.



9. Force Majeure:

- a) If, at any time during the course of the MOU, it becomes impossible for either party to perform any or all of their obligations due to Force Majeure, defined as "acts of nature, invasion, acts of God, or events beyond the reasonable control of either party, including any act of war, invasion, armed conflict, etc.," the parties shall consult on the appropriate action to be taken. This may include the suspension or cancellation of the Project or relief to the party from such obligations as long as Force Majeure persists.
- b) Termination shall only occur when Force Majeure events persist for a period of 180 days or more.
- c) The party affected by Force Majeure shall give notice and full particulars in writing to the other party regarding such occurrence.
- d) The parties shall bear their respective costs, and no party shall be required to pay any costs to the other party arising out of the Force Majeure event.

10. Termination:

Either party may terminate the MOU by providing written notice 45 days in advance to the other party. Upon termination, neither **Cauvery College for Women, Autonomous** nor **Menmozhi Technologies** will be responsible for any losses, financial or otherwise, that the other institutions may suffer. However **Cauvery College for Women, Autonomous** and **Menmozhi Technologies** will ensure that the provisions of this Memorandum continue to apply to all activities in progress until their completion.

In case there is no communication or activities between both the parties for a period of 180 days or more then this MoU deemed to be invalid and assumed to be terminated.

Cauvery College for Women, Autonomous and **Menmozhi Technologies** welcome the establishment of this Memorandum of cooperation and jointly agree to the provisions as set out above.

For and on behalf of the

For and on behalf of

Cauvery College for Women, Autonomous **Menmozhi Technologies**

V. Sujatha
Principal | 20.8.24
Cauvery College For Women
(Autonomous)
Annamalai Nagar,
Tiruchirappalli - 620 018
Tamilnadu.

S. Suresh Kannaiyan

Signature

Signature

Name: Dr .V. Sujatha

Name: Dr. Suresh Kannaiyan

Designation: Principal

Designation: Founder, Menmozhi Technologies

Date:

Date:

