



தமிழ்நாடு தமில்நாடு TAMILNADU Oarys Institute
12 AUG 2023 of Technology
Pulivalam

DA 359953

S. Srinivasan
N. சரீவாசாமி அ.மு.வி.,
104, உ.புறா பாத, திருச்சி கோடு.
முடிபு, உ.புறா பாத : 29/2008

MEMORANDUM OF UNDERSTANDING
BETWEEN

OASYS INSTITUTE OF TECHNOLOGY, TRICHY

AND

SINGAPORE SOUTH ASIA CHAMBER OF COMMERCE AND INDUSTRY, Singapore

This Agreement made and entered into on this 14th day of August, 2023 between OASYS Institute of Technology, (hereinafter called OASYS or Institute) situated at Thuraiyur Main Road, Pulivalam Village, Musiri TK, Tiruchirappalli-621006, Tamil Nadu, India, and Singapore South Asia Chamber of Commerce and Industry (hereinafter called "SSACCI" or "Chamber") which expression shall include its successors and permitted assignees) with its registered office at 105 Cecil Street, #11-00 The Octagon, Singapore 069534.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between OASYS and SSACCI in mutually beneficial areas.
- The interaction between OASYS and SSACCI will give an insight into the latest developments /requirements of the industries. SSACCI and its group companies will permit the Faculty and Students of OASYS to visit its facilities and also involve in Industrial Collaborated Programs with OASYS. The programs and exposure provided to students through this association will build confidence and prepare the students to have

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a smooth transition from academic to working career. Both parties will provide their Workshops/ Industrial Sites for the hands-on training of the learners coming under the scope of the MoU.

2. PROPOSED MODES OF COLLABORATION

OASYS and SSACCI propose to collaborate through

- a. Sponsoring student projects / internships in four years B.E, B.Tech Engineering course and two year MBA management programme at OASYS.
- b. conducting virtual/hybrid/offline conferences,
- c. knowledge sharing sessions with industry, academia and practicing professionals,
- d. sourcing of Resource personals for the events conducted by OASYS and SSACCI,
- e. Involving OASYS faculty in various activities officially conducted by SSACCI in India.
- f. Sponsoring FDPs, Case Competitions which may be carried out wholly at OASYS or at premises of SSACCI or partly at OASYS and partly at SSACCI,
- g. training of SSACCI associate partners and their personnel through Continuing Education Programs conducted by OASYS in areas of interest to SSACCI,
- h. Any other appropriate mode of interaction agreed upon between OASYS and SSACCI.
- i. Appointment of SSACCI member as Adjunct Professor for sharing best practices from Singapore with OASYS students and faculties

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

OASYS and SSACCI shall individually be referred to as Party and collectively as 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 along with associate members of SSACCI 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 areas of collaboration between OASYS and SSACCI will be as set out in Annexure A.

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 (14-08-2023 to 13-08-2026) 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:
 - i. is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - ii. is already known or become known to the receiving party
 - iii. is received from a third party having no obligations of confidentiality to the disclosing party,
 - iv. is independently developed by the receiving party; or
 - v. 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.

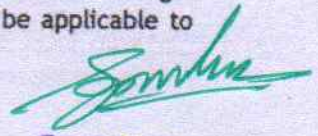
8. TERMS AND TERMINATION

This MoU, unless extended by mutual written agreement of the parties, shall expire 3 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. JURISDICTION

In case of any disputes arises between the parties, both parties shall try to settle the dispute amicably, in case the dispute cannot be settled amicably, and the matter leads to legal remedy, in that case jurisdiction of Madras, Tamil Nādu courts only shall be applicable to both the parties.




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Any disagreement/ difference of opinion/ dispute between the Parties regarding the interpretation of the provisions of this MoU or otherwise arising from this MoU and the activities undertaken under this MoU shall be resolved by mutual consultation by the Parties. For any dispute unresolved for a period not exceeding thirty (30) days, reference shall be made under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification / re-enactment thereof and rules made there under. The Arbitration Tribunal shall comprise of three arbitrators, one each to be appointed by both the parties and the third arbitrator shall be jointly appointed by the arbitrators so appointed.

The place of arbitration shall be Chennai and the proceedings shall be conducted in English language. The award of the arbitrators shall be binding on both the parties.

10. RELATIONSHIP

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

11. 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.

12. COSTS OF THE MOU

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

This MOU will be governed by and construed in accordance with the laws of India.

13. FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the events such as but not limited to acts of God, war, floods, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc., provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

14. IPR

Any intellectual property (IP) rights owned or controlled by a Party prior to subsequent formation of this MoU shall always remain as the legal and absolute property of the Party owning or controlling it. Nothing constrained herein shall be construed as giving the other party any license or rights with respect to such intellectual property rights. Any such IP rights shall be specifically and separately agreed upon between the Parties in writing in Project Agreements.

For the purposes of this MoU and all services to be provided here under, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the



[Handwritten Signature]

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other Party. Neither Party shall have authority to make any statements, representations or make commitments of any kind, or to take any action.

Each provision contained in this MoU is declared to constitute a separate and distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this MoU be unenforceable or prohibited by law or by any present or future legislation then:

Such clause, condition, term or part thereof, shall be amended, so as to be in compliance therewith the legislation or law;

If such clause, condition or term, or part thereof, cannot be amended so as to be in compliance with the legislation or law, then such clause, condition, term or part thereof shall be severed from this MoU and all the rest of the clauses, terms and conditions or parts thereof contained in this MoU shall remain unimpaired.

15. 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

OASYS

By:



Name : Dr.K.KALAISELVAN

Title : **Dr. K.KALAISELVAN, M.E., Ph.D.,**
Principal

Date: Oasys Institute of Technology
Pulivalam, Trichy - 621 006

Witness :

1. Mr.V.Natarajan HOD/CSE

OASYS Institute of Technology

Pulivalam, Trichy - 621 006

2.

SSACCI

By:



Name : Dr. Chinnu Palanivelu

Title : CHAIRMAN

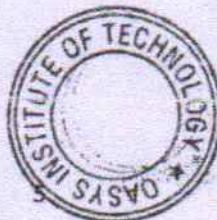
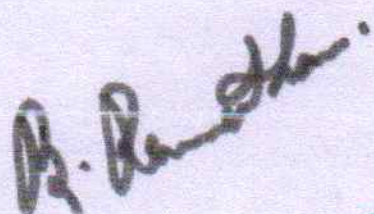
Date :

Witness :

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