

தமிழ்நாடு तमिलनाडु TAMIL NADU

23AC 860215 ெ. கோவிந்தம்மாள் ஸ்டாம்பு வெண்டர் உரியம் எண்: 4110 / D1 / 2000 உர் எண்டு பங்கள் கொண்குமாத் - 631 டட்

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is made and entered into as of 3rd May 2023

between

Adhi College of Engineering & Technology,

No.6, Munu Adhi Nagar Sankarapuram,

(Behind S.V. Sugar Mill) Puliambakkam Post, Walajabad, Kanchipuram District,

Tamil Nadu - 631605.

VyVoxel India Private Limited

Dr.A. DEVARAJU, Ph.D., India

Adhi College Engineering & Technology Sankarapuram, Near Walajabad, Kancaipuram - 631 605.





Adhi college of Engineering and Technology, Affiliated to Anna University, NH - 7, NewMadurai Bye Pass Road, Attamparappu, Kakkavadi (PO), Karur – 639003, Tamil Nadu, representedby the Principal of the College, herein after referred toas "THE FIRST PARTY", which unless repugnant to the context or meaning thereof, will include its Successors- in- interest and assigns, on the ONE PART.

and

VyVoxel India Private Ltd. having its PAN: AAICV0851B, a company incorporated under the provisions of companies Act 1956, having its registered office at VyVoxel India Private Ltd. a Private Limited Company with an address at No.9, Palaniappa Nagar, Valasaravakkam, Chennai, Tamil Nadu, India, 600087 represented by its Co-Founder and CEO Dr. Shyam Prasad Rajan (hereinafter referred to as "VyVoxel", which expression shall unless repugnant to the context shall mean and include their successors-in-interest and permitted assigns) of the ONE PART.

Hereby, the **First Party** and the **Second Party** enter into the following **Memorandum ofUnderstanding** ("MOU") to promote Emerging technology **knowledge transfer process** as mentioned in the Clauses below.

Profile of Organizations:

1. Adhi college of Engineering and Technology, Sankarapuram.

Adhi College of Engineering and Technology has started its travel in the field of Engineering education in 2008 approved by the Government of Tamil Nadu and AICTE, New Delhi. This college, which is affiliated to Anna University Chennai provides a truly holistic education in all major engineering disciplines emphasizing both acquisition of knowledge and practical skill-sets. The vision is to become a benchmark of excellence in thrust areas of higher education in a global context and the mission is to impact knowledge through quality education, to create a sustainable teaching-learning ambience for honing skills to achieve in a global scenario, to prepare young minds for the challenges of an aspirational society through a holistic education

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2. VyVoxel India Private Ltd.

VyVoxel specializes in the area of Visual Computing application development. We develop enterprise solutions and provide training in the following areas: Augmented, Virtual and Mixed Reality experiences, 3D graphics programming, 3D animation and Computer Vision. We are part of the Vy.Ventures group which was founded in 2002. Based in Cupertino, California, the company has development centers in Chennai, Pondicherry and operations spanning US, UK, Canada and Singapore.

VyVoxel is engaged in building innovative digital solutions, research, design and development in the field Augmented Reality, Virtual Reality, computer vision and Visual computing. VyVoxel is also engaged in the areas of interfacing AI, ML and IOT into the visual computing arena

3. VyVoxel will offer the following to Adhi College of Engineering & Technology

- Ensure the provision of premier technical training for the students to equip them withenhanced technical knowledge in the dynamic sphere of Information Technology
- Provide First-hand experience in multiple domains via internship programs,
- Organize Technical workshops and seminars on various emerging IT technologies the students on college Requirement basis
- Provide placement support
- Facilitate Industrial Visits
- Conduct Seminars on the Latest Topic
- **4. VyVoxel** will offer the following services to **Adhi College of Engineering &Technology** on apayment basis as agreed mutually.
 - Guest Lectures by Experts from Industry
 - Additional Workshops
 - Value added courses

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CLAUSE 1

SCOPE OF THE MOU

- 1.1 Both parties concur that a close alliance would immensely benefit the student community by enhancing their skills and knowledge.
- 1.2 The Second Party will provide valuable inputs to the First Party in teaching/training methodologies, preparing the students for meaningful contributions in the industrial landscape.
- 1.3 The second party shall facilitate industrial visits as deemed fit by the lead trainer to provide insight into the latest developments /requirements of the industries. The Second Party is to permitthe Faculty and Students of the First Party to visit its group companies and be involved in Industrial Training Programs, which will bolster students' confidence and ensure a smooth transition from academics to professional careers.
- 1.4 The First Party will provide its Labs/Workshops/College Sites for practical training of the students of Adhi College of Engineering &Technology, enrolled with the Second Party.
- 1.5 The Second Party will actively engage to help with the delivery of training and assist in providing Technical workshop, seminar and internships for the First Party's students.

5. MISCELLANEOUS

- 5.1 Confidentiality: All Confidential and proprietary information of a Party that is made known to the other during the term hereof shall receive in confidence and the receiving Party shall not disclose or use the same for any purpose except for complying with its obligations hereof. Upon termination or on a demand from the disclosing Party, all correspondence, documents and all materials or items belonging to such Party shall be handed over forthwith.
- 5.2 **Force Majeure:** The obligations to be performed by the Parties herein are subject to forcemajeure clauses and acts beyond the control of the Parties such as civil disturbance, riots, strikes, earthquakes, storm, tempest, acts of God, emergency, etc.
- 5.3 If any part, term or provision of this Agreement, is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other part of provision of this Agreement which shall remain in full force and effect.
- 5.4 Waiver: A waiver by any Party of any provision of this Agreement or a breach shall not be deemed to constitute a subsequent or future waiver of the same or any other breach of this

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PRINCIPAL

Adhi College of Engineering & Technology
Sankarapuran, Near Walajabad,





5.5 **Amendment:** This Agreement shall not be amended, modified, altered, or changed in any wayexcept by writing executed by each Party.

6. DURATION OF MOU

The duration of this MOU shall be for 4 years from the date of signing of the MOU. The MOU shall stand renewed automatically unless desired otherwise by either party.

Agreed and Signed behalf of

For VyVoxel indignatory Limited

Mrs. Sujatha S. Praveen HR HEAD

VyVoxel India Pvt. Ltd Valasaravakkam, Chennai – 87. Agreed and Signed behalf of Authorized signatory

Dr. A.Devaraju, B.E M.B.A, Ph.D., PRINCIPAL

Adhi College of Engineering and Technology, Kanchipuram - 631 605

Date:

Witness:

Name

Signature

2. HonAhr







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