



தமிழ்நாடு தமில்நாடு TAMILNADU

14 DEC 2022

PANIMALAR ENGINEERING COLLEGE

001323

R. SHANMUGAVALLI

MEMORANDUM OF UNDERSTANDING

STAMP VENDOR L/No. 1090/B4/CH(C) 2021-9

82/107, Rama Street, Nungambakkam,

Chennai - 600 034. Mobile: 9445361496

This Memorandum of Understanding (this "MOU") is entered and executed on this 10th Day of April, 2023 at Chennai, Tamil Nadu.

By and Between

Centre for Development of Advanced Computing (C-DAC), an autonomous Scientific Society of the Ministry Of Electronics & Information Technology (MeitY), Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trust Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007 and having one of its units / constituents at TIDEL Park, Taramani, Chennai -600113 (herein after referred to as C-DAC), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

..... Party of the First part

Panimalar Engineering College started by Jaisakthi Educational Trust in the year 2000 , focuses on disseminating knowledge coupled with discipline and ethics. It is a Christian Minority Institution and a self- financing engineering college with the following UG programmes viz. CSE, IT, ECE, EEE,



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Engineering, Artificial Intelligence and Data Science, Electronics and Communication Engineering and Mechanical Engineering. The Institution obtained the autonomous status in the year 2021 and is affiliated to Anna University meeting the guidelines of AICTE, New Delhi in all aspects. The college is a combination of a world class infrastructure built upon the greatest faculty strength combined with a picturesque environment to chisel the finest minds into the most capable future generations of India.

.....Party of the Second Part

Herein collectively referred as “Parties” and individually as “Party”

WHEREAS C-DAC set up to emerge as a premier R&D institution for the design, development, and deployment of electronic and ICT technologies and applications for socio-economic advancement with the mission of expanding the frontiers of information and communication technologies, evolving technology solutions, architectures, systems and standards for nationally important topics, achieving a rapid and effective spread of knowledge by overcoming language barriers through the application of technologies, sharing experience and know-how to help build advanced competence in the field of information technology, bringing benefits of information technology to the society, and utilizing the intellectual property generated by converting it to business opportunities.

AND WHEREAS C-DAC has actively been engaged in its Mission Mode Programmes namely Exascale Computing Mission, AI and Language Computing Mission, Microprocessor and Professional Electronics Mission, Quantum Computing Mission, IoE, Secure and Dependable Computing Mission and GenNext Applied Computing Mission for developing indigenous solutions – a Quantum Leap towards AtmaNirbhar Bharat.

AND WHEREAS the fructification of the discussions between C-DAC and Panimalar Engineering College at various levels, both the parties have decided to work together in the areas of common interest as indicated below.

Now therefore both the Parties hereto agree to enter into the Memorandum of Understanding on the following terms and conditions.

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1. SCOPE OF MOU

This Memorandum of Understanding between the C-DAC and Panimalar Engineering College is intended to facilitate a collaborative program of research and development, joint product development, training programs for targeted and general population, broader cooperation in using emerging technologies for transforming innovative ideas to commercial products, and IP generation for the Nation on the whole. The linkage hereby formed shall further strengthen each party institution's objectives as well as the mutual relationship between the parties.

2. ROLES OF C-DAC

- 2.1 To design, architect and implement State-of-the-Art Cyber Security and Cloud Center of Excellence for Panimalar Engineering College employing such advanced technologies as Artificial Intelligence, Big Data Analytics, Image Processing / Facial Recognition, Digital Forensics, etc.,
- 2.2 Nominate Single Point of Contact (SPoC) for C-DAC for all official activities under this MoU.
- 2.3 Extend internships to (from 10 working days to 28 working days) 12 deserving students from 5th, 6th and 7th semesters (through a process of tests/interviews) of Panimalar Engg College under CSE, IT, ECE, AI/ML on real-world projects. The projects may be the on going technology development of C-DAC.
- 2.4 C-DAC shall prescribe configurations and numbers for hardware; and specifications for software tools (including licensed OS).
- 2.5 C-DAC shall explore Collaborative Innovation with Panimalar Engg. College in the areas pertaining to emerging technology development, productization and knowledge sharing.
- 2.6 C-DAC will assist Panimalar Engg. College in updating and augmenting their syllabi periodically driven by the market requirements of the relevant times.
- 2.7 SMEs from C-DAC Chennai shall deliver two talks every academic year (June to May) on mutually agreed technologies to the audience of Panimalar.

3. ROLES OF PANIMALAR ENGINEERING COLLEGE

- 3.1 Allot hardware (Computers, Networking components, etc.), software (licensed Operating Systems (Windows Server edition, Hypervisor tools, Public cloud services etc.),) to create Centres of Excellence at Panimalar Engg. College under Cloud, Cyber Security, Big Data Analytics and Process Automation.

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- 3.2 Nominate Single Point of Contact (SPoC) for Panimalar Engg College for all official activities under this MoU. The Contact Person should not only be an expert in the academics but also knowledgeable in hardware and software components; and the college rules pertinent to the activities under this MoU.
- 3.3 Panimalar Engg College shall permit the interns to work on the technology development projects of C-DAC without any pecuniary benefits. It is to be clearly understood that no IPR or part of IPR shall be claimed by Panimalar Engineering College under these circumstances.
- 3.4 Panimalar Engg College may endeavour to include atleast 02 upskilling programmes of C-DAC as part of their curriculum /syllabi with due credits or engage in the proliferation of contemporary technology through workshops / Short Term Training Programmes / In-plant Training / Online courses.
- 3.5 Panimalar Engg. College may endeavour to enroll/ register 300 eligible students per year under FutureSkills PRIME Bridge Course.

4. JOINT ROLES OF C-DAC AND PANIMALAR ENGINEERING COLLEGE

- 4.1 To identify contemporary techno-business verticals; to submit techno-commercial proposals to various establishments for administrative approval of Grant-in-Aid (GiA) projects. In this regard, an evidence based case on productisation of the project should be present. IPRs could be decided on case-to-case basis in writing.
- 4.2 Not use/ sell/ license/ rent technologies/ resources/ material/ solutions of either parties to/ for any third party without prior written mutual consent of the other party.
- 4.3 Both Parties assure and acknowledge that, it has right/ authority to enter into this MoU.
- 4.4 Joint Publication of Scientific papers in reputed Conferences/ Journals. IPRs could be decided on case-to-case basis in writing.

5. FINANCIAL ASPECTS

No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect for the works services has been accorded through separate signed documents by both the parties prior to starting of the work.

6. COMMUNICATION

Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence with digitally signed copies of the documents from official email ids will be accepted as official

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communication except in cases where physical hard copies are mandated, for example, submission of hardcopies as per the call for proposals.

Nodal contacts are:

Contact Person for Panimalar Engineering College, Chennai

1. Dr. L.Jabasheela,
Professor & Head, Department of Computer Science & Engineering,
Panimalar Engineering College, Chennai.
Email to : csehod@panimalar.ac.in
2. Dr. Hemlathadhevi,
Professor, Department of Computer Science & Engineering,
Panimalar Engineering College, Chennai.
Email to : hemlathadhevi@gmail.com

Contact Person for C-DAC

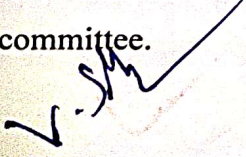
1. Mr. V.Sridharan,
Scientist-F,
Centre for Development of Advanced Computing (C-DAC),
TIDEL Park, 8th floor, Taramani , Chennai - 600113
Email to: sridh@cdac.in
2. V.A.Prabha
Joint Director,
Centre for Development of Advanced Computing (C-DAC),
TIDEL Park, 8th floor, Taramani , Chennai - 600113
Email to : prabhav@cdac.in

7. CONFIDENTIALITY AND NON DISCLOSURE

Any software/hardware material, product specifications, designs, financial information, documents, training material, courseware, syllabus, schedule etc. shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it.

8. INTELLECTUAL PROPERTY RIGHTS

The decision regarding the patenting of technology shall be taken jointly by a coordination committee, constituted by the representatives from both the parties. In case the technology developed is to be patented, the cost of patenting and benefits shall be shared as per prevailing norms of the partners and IP guidelines. Rights pertaining to third party if any will be decided jointly by the first two parties. Rights of commercialization shall rest with both the organization and shall be decided by the coordination committee.





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9. EFFECTIVE DATE AND VALIDITY

- a. This MoU shall be valid for a period of 5 calendar years from the date of signing of this MoU.
- b. The validity of this MoU may be extended by a mutual written agreement and signed by both the parties.
- c. This MoU may be terminated by either party by serving a written notice with a notice period of 30 days to the other party through Registered AD /Speed Post AD.

10. GOVERNING LAW

This MOU shall be governed by and interpreted in accordance with the extant laws of India.

11. ASSIGNMENT AND TRANSFER

Any and all rights, duties and obligations of the parties under this MOU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

12. MODIFICATION

No modification to this MoU, will be effective unless agreed to in writing by both Parties and duly signed by the authorized signatories of the Parties.

13. DISPUTE RESOLUTION AND ARBITRATION

In case any dispute/claim arises between the Parties with respect to this MoU, including its validity, interpretation, implementation or alleged material breach of any of its provisions or regarding a question, including the questions as to whether the termination of this MoU by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred the sole arbitrator appointed mutually by C-DAC and Panimalar Engineering college. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made thereunder, or any legislative amendment or modification made thereto. The venue of the arbitration shall be Chennai. The award pronounced by the arbitrator shall be final and binding on the Parties. The language of the arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Chennai only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

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14. FORCE MAJEURE

Neither party to this MoU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MoU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of Workmen, material shortages, fire, floods, expositions, acts of God, acts of state, war, enemy action or terrorist action etc.

15. NOTICES

Any notices to be given hereunder except for termination, shall be given by either party to the other may be effected either by personal delivery in writing or by fax with a second copy sent by airmail, registered or certified, postage prepaid with return receipt requested, or by recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four (4) days after mailing.

16. INDEMNIFICATION

Either party shall keep other party, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) therefrom or any incidental matter or in any way arising therefrom.

17. ASSIGNMENT AND TRANSFER

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

18. NON WAIVER

The failure or neglect by either of the Parties to enforce any of the terms of this MoU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

19. SEVERABILITY

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provision.

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20. LIMITATION OF LIABILITY

In no event will C-DAC or Panimalar Engineering College be liable to the other party for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MoU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

21. MODIFICATION

No modification to this MoU, will be effective unless agreed to in writing by both Parties and duly signed by the authorised signatories of the Parties.

22. NO PARTNERSHIP

Nothing in this MoU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either party the agent of the other party for any purpose.

23. NATURE OF MoU

The parties understand that nothing in this MoU shall be construed as a binding contract between the parties, save for the obligations stipulated under Sections 7, 8,13, 15, 16, 18 and 22. Neither Party shall be liable for any direct or indirect damages of any kind arising out of or in connection with this MoU or for any third party claims against the other whatsoever.

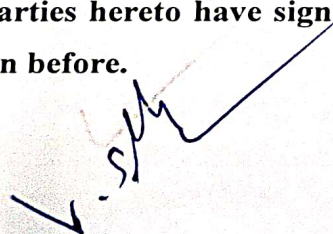
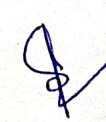
24. HEADINGS

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

25. ENTIRE MOU

This MOU, sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

In witness whereof the parties hereto have signed, in duplicate, this MOU on the day, month and year mentioned herein before.

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For and on behalf of C-DAC,

V.S.M

Mr. V. Sridharan
Scientist-F,
Associate Director,
CDAC, Chennai



In presence of

[Signature]

1. V.A.Prabha
Joint Director
C-DAC Chennai

[Signature]

2. E.Mahendran
Joint Director
C-DAC Chennai

For and on behalf of Panimalar Engineering
College, Chennai,

[Signature]

Dr. C.Sakthi Kumar, M.E., Ph.D.,
Director,
Panimalar Group of Institutions, Chennai



In presence of

1. *[Signature]* Dr. L. JABA SHEELA.
Prof & HOD / CSE.

2. *[Signature]*

Dr. I. PAUL THEOPHILUS PASAKUNAR
Prof & Dean / Industry Collaboration
C.I.T.E.
Panimalar Group of Institutions.

09/08