



தமிழ்நாடு தமில்நாடு TAMILNADU

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PANIMALAR ENGINEERING  
COLLEGE

AN 587372  
L.MATHANAGOPA  
S.V.L.No.02/CH(S)2010/Dt:7.3.20  
No.2,Nakkeeran street,  
Kamaraja Nagar,Avadi,Chennai-600052

### AGREEMENT FOR SERVICES

This Memorandum of Understanding (MOU) is entered into on the 14th day of September 2022 is effective by and between First Academy Of Blockchain Council (FABC) , a Private Non-govt company which is located at FABC LLC, Unit 1706, Conrad Hotel Building, Sheikh Zayed Road, DUBAI, UNITED ARAB EMIRATES and Panimalar Engineering College, a Christian Minority Institution of Higher Education governed by JAISAKTHI Educational Trust is accredited by National Board of Accreditation (NBA), New Delhi, approved by All India Council for Technical Education (AICTE) is located at Bangalore Trunk Road, Varadharajapuram, Poonamallee, Chennai – 600 123.

WHEREAS, Panimalar Engineering College is responsible holistic education in an ambience that makes no compromise on discipline, dedication and commitment. It strives to inculcate the spirit of learning in the campus offering state of art facilities to the students. The college ensures that the students who pass out of the college, turn out to be academically brilliant, morally upright and empowered individuals.

WHEREAS, First Academy Of Blockchain Council is a leading IT services, business solutions and outsourcing organization that focuses on providing large-scale assessment services as well as serve Small & Medium Enterprises (SME) with block chain based solutions.

NOW THIS MOU aims to capture the understanding reached between First Academy Of Blockchain Council and Panimalar Engineering College regarding each other's roles and responsibilities.

## **I) UNDERSTANDING**

Both the parties under this MOU have agreed to collaborate with each other as below by providing students of Panimalar Engineering College with First Academy Of Blockchain Council for corporate career readiness.

### **Scope of the MoU :**

The vision of this collaboration is to address the career skill gap among students community and also to help them gain a head start in their career through the use of a range of courses and certification programs on Block chain. The parties agree to use best efforts towards fulfilment of their respective commitments in realizing this intent.

#### **a) Commitment from Panimalar Engineering College**

Panimalar Engineering College will support First Academy of Blockchain Council by allowing them to conduct their live project training between Students and Staffs.

#### **b) Commitment from First Academy Of Blockchain Council**

Launch of the free Career Skills program for students . This training program will cover the following aspects: Faculty training, Students training, International Placement for students, Providing Centre of Excellence by setting up the lab, Internship for students, Development of Project by students and Creating Block chain innovation among students. This program will be a self-paced training that Students can access over the block chain any-time, any-where and on any-device.

The member Institutions/colleges leveraging the scope outlined in this MOU for its students, will be doing so under the then prevailing terms and conditions of First Academy of Blockchain Council.

## **II) INTELLECTUAL PROPERTY RIGHTS**

Each party shall continue to own the intellectual property developed prior to or independently of this Memorandum of Understanding.

All rights, title and interests in and to the material used by First Academy Of Blockchain Council in the provision of the Services of this Agreement shall exclusively belong to First Academy Of Blockchain Council or its licensors ("First Academy Of Blockchain Council Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the First Academy Of Blockchain Council Proprietary Material and all modifications, improvements, enhancements, or derivative works made there to, shall always belong to First Academy Of Blockchain Council or its licensors and Panimalar Engineering College shall not be entitled to claim any rights therein. All rights, title and interests in data of Panimalar Engineering College, Panimalar Engineering College agrees that First Academy Of Blockchain Council shall have the right to list Panimalar Engineering College name in its marketing material and use First Academy Of Blockchain Council logo with respect to such listing and for reference purposes related to the said free course only being provided to students of Panimalar Engineering college,

Particular group of Institution acknowledges that the provision of the Services hereunder by First Academy Of Blockchain Council shall be on a non-exclusive basis and First Academy Of Blockchain Council shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude First Academy Of Blockchain Council from providing such services or performing such obligations to its other clients.

#### **PRECLUDED FROM:**

The parties agree that they are not bound exclusively by this memorandum and will be at liberty to enter into any other agreements or arrangements with any third party without reference to the other party in this MOU on the similar programs.

#### **III) CONFIDENTIALITY**

During the term of this MOU, each Party may disclose to the other its Confidential Information. Confidential Information shall mean all information marked "Confidential" or under any similar legend indicating the confidentiality of the information or information which by its nature is confidential, except such information as is (a) previously known to the receiving party at the time of disclosure, or (b) independently developed by or for the receiving party and not derived from the Confidential Information supplied by the disclosing party or the participation of individuals who have had access to Confidential Information of the other, (c) disclosed to the receiving party by a third party without an obligation of confidentiality or (d) in or subsequently comes into the public domain other than as a result of a breach of this MOU, (e) required to be disclosed by the receiving party by law, regulation, court order or other legal process.

The receiving party shall hold such Confidential Information in strict confidence perpetually for the disclosing party and shall not use it except in furtherance of the relationship set forth in this MOU, or except as it may be authorized by the disclosing party in writing. The receiving party shall further be responsible for the compliance of the foregoing by its employees or agents. Upon the disclosing party's written request at any time, or following the completion or termination of this MOU, the receiving party shall promptly return to the disclosing party, or destroy, all Confidential Information of the disclosing party provided under or in connection with this Agreement including all copies, portions and summaries thereof.

#### **IV) TERM**

This MOU shall be valid from the Effective Date and shall remain in force for 5 (five) years from the Effective date, unless terminated earlier by either Party as provided herein below. Either party may terminate this MOU by giving thirty (30) days' notice to the other party, On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession.

All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

## **V) PERIODIC REVIEW**

The Parties agree that the person's nominated herein below as the point of contact for each party (or their respective nominees) shall meet at least once in a year or in between if required. First Academy Of Blockchain will provide a quarterly report on the program made in this regard through e-mail to accomplish the objectives of this MOU as per the mutually agreed time schedule

Point of contact of Panimalar Engineering College: Dr. L Jaba Sheela, Professor & HOD / CSE . Panimalar Engineering College, Bangalore Trunk Road, Varadharajapuram, Poonamallee, Chennai – 600 123, Ph. No: +044 -26490404 / 0505 / 0717, Email Id: cshod@panimalar.ac.in.

Point of contact of First Academy Of Blockchain: Mr. Sakthi Visakan Rajaguru, Co Founder of First Academy of Blockchain Council, FABC LLC, Unit 1706, Conrad Hotel Building, Sheikh Zayed Road, DUBAI, UNITED ARAB EMIRATES, Email id: [support@fabc.global](mailto:support@fabc.global), Support Number Dubai: +971 509718682, Support Number India: +91 9600085988

## **VI) LIMITATION OF LIABILITY**

Neither party shall be liable for any indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the party has been advised of the possibility of such damages.

## **VII) GOVERNING LAW/ARBITRATION/VENUE**

The laws of India shall govern this MOU. Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time), The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be New Delhi. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in New Delhi, for any action or proceeding regarding this MOU.

## **VIII) NOTICES**

All notices, requests, demands and other communications under this MOU or in connection herewith shall be given to or made upon the respective Parties as follows:

To First Academy Of Blockchain Council: Attention: FABC LLC, Unit 1706, Conrad Hotel Building, Sheikh Zayed Road, DUBAI, UNITED ARAB EMIRATES, Email id: [support@fabc.global](mailto:support@fabc.global), Support Number Dubai: +971 509718682, Support Number India: +91 9600085988

To Panimalar Engineering College: Attention: Bangalore Trunk Road, Varadharajapuram, Poonamallee, Chennai – 600 123, Ph. No: +044 -26490404 / 0505 / 0717, Email Id: [info@panimalar.ac.in](mailto:info@panimalar.ac.in)

Or to such other person or addresses as any of the parties shall have notified to the Panimalar Engineering College, All notices, requests, demands and other communications given or made in accordance with the provisions of this MOU shall be in writing by letter or e-mail.

**IX) NON SOLICITATION**

During the term of this MOU and for a period of twelve (12) months thereafter, each Party agrees not to hire, recruit solicit or otherwise employ any employee of the other party involved in the performance of its obligations pursuant to this MOU,

IN WITNESS WHEREOF, each of the parties hereto have caused this MOU to be duly executed by a duly authorized representative of such party as of the date first above written.

For PANIMALAR ENGINEERING COLLEGE

For First Academy Of Blockchain Council (FABC)

Director  
(Dr. C. Sakthikumar, M.E., Ph.D)

1. Mr. Sakthi Visakan Rajaguru  
Co-Founder / FABC

2. Mr. Sam Lee  
Co-Founder / FABC