



ATHEENAPANDIAN PRIVATE LIMITED
Training Institute for Biomedical Engineers

CHANMUGANATHAN ATHEENA MILAGI PANDIAN
Founder and Managing Director

Date:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made and executed on 25th November 2022.

BETWEEN

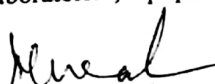
ACS COLLEGE OF ENGINEERING (A Unit of RajaRajeswari Group of institutions), #207, Kambipura, Mysore road, Bengaluru-560074, Karnataka, India as the first party, hereafter referred as "Institution" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, liquidators, successors and permitted assigns) represented by **Dr. M.S. Murali**, Principal herein referred as Party1;

AND

ATHEENAPANDIAN PRIVATE LIMITED, located at Opposite to Parasakthi College for Women, Vanavil Cottage Building, Courtallam Main Road, Courtallam 627802, Tenkasi District, Tamil Nādu, India (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, liquidators, successors and permitted assigns) represented by its proprietor **Dr. S Atheena Milagi Pandian** and herein referred as Party2;

Together Party1 and Party2 referred as Parties;

WHEREAS, Institution is an educational institution, properly recognized by the Government of India with faculty and participating students and with state-of-the-art infrastructure / facilities, including laboratories, equipment required for Research and Development;


Principal


S. ATHEENA MILAGI PANDIAN
Founder and Managing Director
ATHEENAPANDIAN PRIVATE LIMITED

ACS College of Engineering
Kambipura Mysore Road, Bengaluru - 560074

CHENNAI BRANCH
Opp. to Parasakthi College for Women, Courtallam Main Road,
Courtallam, TENKASI (Dt.), TN - 627 802.

Ph: 04633-210029 | E-mail: atheenapandian@gmail.com | Website: www.atheenapandian.com



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WHEREAS ATHEENAPANDIAN Private Limited is engaged in research, design, development and providing training of high quality Biomedical Equipment products in the field of Healthcare Electronics and related areas.


ATHEENAPANDIAN agrees to offer a package of academic interface programme containing the following for the Department of Biomedical Engineering of Party1.

S. No.	ITEM DESCRIPTION
1	Curriculum development for Department of Biomedical Engineering.
2	Internship and Workshop facility for B.E. Biomedical Engineering.
3	Collaborative research work in the areas relevant to ATHEENAPANDIAN Private Limited.
4	Help to organize Technical Events.
5	Placements would be given to the students through ATHEENAPANDIAN Tie-up Companies.

Party1 agrees to provide:

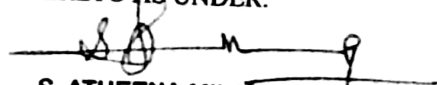
S. No.	ITEM DESCRIPTION
1	Infrastructural facilities and local hospitality for the activities at the institute.
2	Active participation of the faculty in the collaborative research work relevant ATHEENAPANDIAN PRIVATE LIMITED

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSED AND IT IS HEREBY AGREED AND UNDERSTOOD BETWEEN THE PARTIES HERETO AS UNDER:


Principal

A.C.S. College of Engineering
Kambipura, Mysore Road, Kengeri Hobli

Bangalore - 560 074


S. ATHEENA MILAGI PANDIAN
Founder and Managing Director
ATHEENAPANDIAN PRIVATE LIMITED
CHENNAI BRANCH
KATTUPAKKAM, CHENNAI-600 056.

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CLAUSE 1 - CO-OPERATION

1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2 Both the parties' co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of the Institution providing significant inputs to them in developing suitable research design and development in advanced computing and computer learning systems, keeping in mind the needs of the Corporate Social responsibilities of the Company, ATHEENAPANDIAN PRIVATE LIMITED.

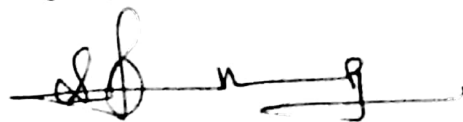
CLAUSE 2 - SCOPE OF THE MoU

2.1 Both Parties have agreed that the Institution shall support the COEAC by providing students and faculty to carry out the research activities in conjunction with the staff and advisers of COEAC.

2.2 There is no financial commitment on the part of Institution to take up any program mentioned in the MoU. If there is any financial consideration, it will be deal separately. The Institution might optionally provide work space and infrastructure support including computer, servers and storage for the use of the students and faculty to be used for the research.


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2.4 ATHEENAPANDIAN PRIVATE LIMITED shall appropriately compensate or pay remuneration to the faculty and students for their research work and creation of intellectual property and is outside the scope of this MoU.

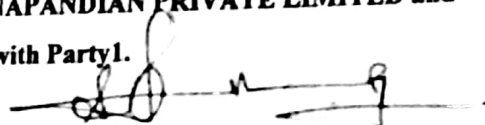
CLAUSE 3 - INTELLECTUAL PROPERTY

IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities and methodology including any ATHEENAPANDIAN PRIVATE LIMITED proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed or made by ATHEENAPANDIAN PRIVATE LIMITED hereunder will not be transferred from ATHEENAPANDIAN PRIVATE LIMITED to Party1 on account of use of the same as part of any work under this Agreement nevertheless Party1 and ATHEENAPANDIAN PRIVATE LIMITED follow following terms and conditions:

1. If more than 75% (Idea, Design, Product Development & Clinical Trials) work done at ATHEENAPANDIAN PRIVATE LIMITED IPR always remains with ATHEENAPANDIAN PRIVATE LIMITED and Model can be permitted for the Students to Show on Project presentation Day and for the Expo as and when required.
2. If Party1 contributes 50% of works then IPR will remain with both parties.
3. If 40% (Idea, Design) of work done by ATHEENAPANDIAN PRIVATE LIMITED and 60% of work done by Party1 then IPR remains with Party1.


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However in all the cases mentioned above, the Party1 shall have a royalty free, non-exclusive, irrevocable license to copy/use IP for research and educational purposes.

CLAUSE 4 - DURATION OF MOU AND TERMINATION

4.1 This MoU will come into force upon affixing of the signatures of the both parties and will remain in effect for **Three years**. This MoU may be renewed upon its expiry, with the agreement of both parties.

4.2 If either party wishes to terminate the MoU at the end of the **Three years**, it must notify the other party not less than two months before the expiry of the MoU.

4.3 This MoU or its renewal and the actions taken under it may be reviewed at any time. Modifications may be made by mutual agreement, and any amendment or extension to the agreement may be formalized by the exchange of letters between the two parties.

CLAUSE 5 - RFLATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that both the parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

5.2 Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

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Founder and Managing Director

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CLAUSE 6 DISPUTES AND SETTLEMENT

6.1 The parties shall endeavour to settle any dispute or claim arising out of or in relation to this MoU through amicable discussions. If not amicably settled within sixty (60) days of the notification of a dispute by a party or claim arising, such dispute or claim shall be decided by a sole arbitrator to be appointed by the parties mutually.

IN WITNESS WHEREOF, the parties have executed the MoU on the day, month, and year first written above, in the presence of the following witnesses:

For and on behalf of the ACSCE

Dr. M SMurali
Principal

ACS college of Engineering (Approved by
AICTE New Delhi, Affiliated to VTU,
Belagavi), Bengaluru-560 074,
Karnataka, India



Witness

1. Dr. P. Pothuvaran [Signature] 25/11/22
2. Mrs. UGA.D [Signature] 25/11/22

[Signature]

S. ATHEENA MILAGI PANDIAN
For Founder and Managing Director
ATHEENAPANDIAN PRIVATE LIMITED
Dr. S ATHEENA MILAGI PANDIAN
Managing Director & CEO
KATELPAKKAM, CHENNAI-600 056.

ATHEENAPANDIAN Private Limited,
Courtallam branch
Tenkasi -627802
Tamilnadu, India

Witness

1. [Signature] 25/11/2022
(M. RASHIKA)
2. M. Ramachandran [Signature] (25/11/22)
(M. RAMACHANDRAN)



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