



தமிழ்நாடு தமிழ்நாடு TAMILNADU
Secretary Kongunadu
21-12-23 Arts & Science College
CBE

D. DINESHKUMAR
STAMP VENDOR
Chudiyalur, CBE-34, T.Nadu
No. 7571/81/93

DV 047889

MEMORANDUM OF UNDERSTANDING

ON

COOPERATION BETWEEN

SCHOOL OF COMPUTER SCIENCE, KONGUNADU ARTS AND SCIENCE
COLLEGE, COIMBATORE

AND

ASTRA CANYON GROUP

Preamble

This Memorandum of Understanding (the "MoU") is entered on this day (The "21/12/2023") between School of Computer Science of Kongunadu Arts and Science College (Hereinafter referred to as "KASC") having its office at GN Mills Post, Coimbatore 641 029 OF THE FIRST PART, represented by Dr C A Vasuki, Secretary and Director and Mr. NAREN VELU, CEO, ASTRA CANYON GROUP, having office at 6021, East Grant Road, Tucson, Arizona, USA. (hereafter referred as "ACG" OF THE SECOND PART, represented by Mr. NAREN VELU, CEO.

Computer Science of KASC is free to patent the product.

- Intellectual Property generated by School of Computer Science of KASC will belong to ACG. This is called core IP and ACG is free to patent the products.

3. If a product is generated by collaboration between School of Computer Science of KASC and School of Computer Science of KASC, based on the IPR filed / core IPR of School of Computer Science of KASC, then School of Computer Science of KASC will license the IPR exclusively to ACG for commercialisation.
4. If a new IPR is generated in the process of development then joint patent will be applied for by both School of Computer Science of KASC and ACG. The extent of the ownership will be decided on a mutual discussion by both parties according to the contributions made by individual parties.

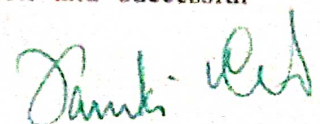
Any other area of mutual interest, that may be decided by the Parties, from time to time

3. Either Party shall not at any time, either during the continuance of or after the termination of this MoU, use, disclose or communicate to any third person whatsoever any Confidential Information which they may have or of which they may have become possessed during the course of the Parties' association nor shall any Party supply the names or addresses of any clients, customers, vendors or agents of the other Party to any person except as consented to by the other Party as ordered by a Court of competent jurisdiction. It is further agreed that no Party shall, at any time during the continuance of this association or on expiry or on termination/cessation of this association or thereafter, issue any statements to the press (whether oral or written) without written consent of the other Party. Such restriction shall apply to any statement to any representative of television, radio, film or other similar media and to writing of any article for the press or otherwise for publication on any matter connected with or relating to the business of the other Party.

The obligations under this Clause shall survive the termination or expiration of this Agreement.

The term confidential shall not include information available in the public domain or through prior expertise of lawfully obtained or available from a third party or other legally available sources. It is further clarified that this clause will not apply to knowledge of a general academic nature and the sharing of existing knowledge and capabilities of the individual Party and any technology developed in the Parties' independent capacities.

4. Both Parties agree and acknowledge that they are both engaged in various aspects associated with material associated process development, therefore the rights in any intellectual property developed by either Party independently would belong exclusively to such Party. However, all rights in any intellectual property developed jointly and/or under this MoU shall belong to both Parties jointly. The terms and condition of the use of the IP may be decided by the both Parties, with mutual agreement, on a case by case basis.
5. Both Parties agree that all decisions between ACG, School of Computer Science of KASC shall be carried out after mutual discussion, agreement and written consent.
6. Both ACG and the School of Computer Science of KASC agree to respect and abide by each other's regulations, policies, stipulations and shall observe good commercial practice.
7. This MoU can be terminated by either of the Parties by giving the other Party three months written notice. It is clarified that during the period of notice, the Parties shall be bound by the terms and conditions of this MoU and shall fulfill all outstanding obligations.
8. Each Party agrees to nominate a qualified representative from the appropriate domain and the nominated representatives shall work as team for an effective liaison and successful implementation of this MoU.



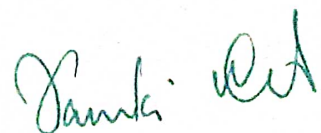
9. Any Dispute arising out of or in connection to this MoU shall be finally and exclusively settled by arbitration in Bengaluru, India through arbitration by a sole arbitrator who shall be appointed jointly by the Parties through mutual agreement. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. If the parties are unable to appoint the sole arbitrator within 7 days of a request being issued for such appointment by a party, then each party shall appoint one arbitrator and the two arbitrators shall jointly appoint a third arbitrator. The arbitration award shall be final and binding on the parties. Judgment upon the award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be.

In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.

10. This MoU supersedes all prior understandings, if any, between the Parties concerning the subject hereof.
11. No amendments to the MoU shall be valid unless executed in writing and signed by both Parties.
12. That this Agreement shall in all respects be interpreted, enforced and governed under the laws of India.
13. Notices under this MoU shall be in writing and will take effect from receipt at the address as notified by each Party. Delivery can be made through post/email/courier against a written confirmation of receipt. Designation of the authorized representative of each Party, their respective addresses and other contacts are given herein below:

(a) Dr.C A Vasuki
Secretary and Director
Kongunadu Arts and Science College (Autonomous)
G N Mills Post
Coiminator 641 029
Website: www.kongunaducollege.ac.in

(b) Mr. NAREN VELU,
CEO, ASTRA CANYON GROUP ,
6021, East Grant Road ,
Tucson, Arizona,
USA.



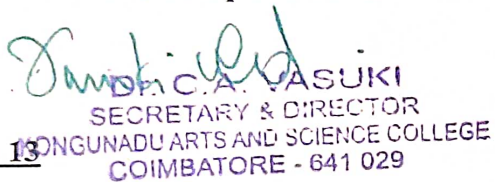
IN WITNESS WHEREOF the Parties hereto have carefully gone through the contents of the Memorandum of Understanding (MoU) and have signed and put their seals on the aforesaid MoU and agreed to abide by the terms and conditions as laid down therein in totality have signed this MoU as of the day and year first above written.

Signatories

1. For ASTRA CANYON GROUP, USA represented by Mr. NAREN VELU



2. For School of Computer Science of KASC, represented by Dr. C. A. Vasuki



DR. C. A. VASUKI
SECRETARY & DIRECTOR
KONGUNADU ARTS AND SCIENCE COLLEGE
COIMBATORE - 641 029

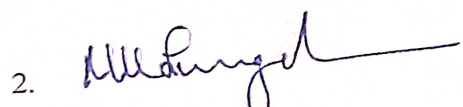
Article 13

GOVERNING LAW AND JURISDICTION

This MoU shall be governed and construed in accordance with the laws of India and shall be subject to the courts in Bangalore.

Witness

1. 
[Dr. L. KATHIRVEL KUMARAN]

2. 
[Dr. K. SUMANGALA]