



தமிழ்நாடு தமிழ்நாடு TAMILNADU

CR 223359

1.8.2022
Secretary
Kongunadu Arts and
Science College
Cbe

D. DINESHKUMAR
STAMP VENDOR
Thudiyalur, CBE-34, T.Nadu
L No. 7571/B1/93



MEMORANDUM OF UNDERSTANDING

ON
COOPERATION BETWEEN

KONGUNADU ARTS AND SCIENCE COLLEGE (Autonomous),

COIMBATORE - 641 029

AND

SALEM SNACKS BOX, COIMBATORE - 641 027

Preamble

This Memorandum of Understanding (the "MoU") is entered on this day 02.08.2022 (The "Effective Date") between **Kongunadu Arts and Science College(Autonomous)**, (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 **SALEM SNACKS BOX** having its office at 11/8, Thayirithary Road, Jothi Saw Mill Back side, Rathinapuri Post, Coimbatore - 641 027 (hereafter referred as "**SALEM SNACKS BOX**") OF THE SECOND PART, represented by **S. Nagamanickam**.

S. Nagamanickam

Dr C A Vasuki

Kongunadu Arts and Science College (Autonomous), and SALEM SNACKS BOX are individually referred to as "Party" and collectively as the "Parties".

WHEREAS, by way of this MoU and any other agreement that the Parties may enter into subsequently, the FIRST Party has agreed to share and provide necessary space and facilities for establishment of an outlet at the institution to the Second party. In pursuance of the aforesaid, the Parties hereto wish to record under this Memorandum of Understanding (MoU), the terms of their mutual understanding.

NOW THEREFORE THE PARTIES HERETO AGREE AS UNDER:

1. That this Memorandum of Understanding will be for a period of 3 (THREE) years with effect from the date of signing of this MOU (the "Term"). On the expiry of the said Term, the Parties may renew this MoU for a further period of 3 (THREE) years, with mutual written consent.
2. The roles and responsibilities of the Parties during the course of this collaboration shall broadly include the following aspects:
 - a. The First party shall provide adequate space and other facilities to the Second party for establishment of an outlet at the campus
 - b. The Second party shall assist the students on awareness creation on innovation and entrepreneurship.
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.

S. Nagarajan

Thank You

5. On need basis, if there is a need to bring in any additional patterns to expedite any researches or technology partners to cater to any regulations to qualify for any grants, both the parties discuss and mutually agree on the decision of bringing in any additional partners for that specific project. The terms for the new partners will be mutually discussed and agreed before onboarding.
6. Both **SALEM SNACKS BOX** and the **Kongunadu Arts and Science College (Autonomous)**, 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. Upon such termination, any of the ongoing projects, results of the projects, revenue, profits of the projects will be shared between the parties. The details of such equities between the parties will be discussed and mutually agreed during the notice period.
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 Coimbatore, India through arbitration by a sole arbitrator who shall be appointed jointly by the Parties through mutual agreement.

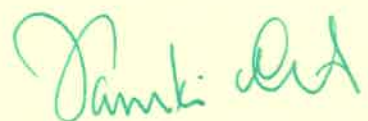
In the event of any one or more of the provisions contained in this MoU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MoU become invalid, illegal or unenforceable in any respects under any applicable 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
Coimbatore 641 029
Website: www.kongunaducollege.ac.in

(b) **Mr. S. Nagamanickam**
11/8, Thayirithary Road,
Jothi Saw Mill Back side,
Rathinapuri Post,
Coimbatore – 641 027





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

For SALEM SNACKS BOX

S. Nagamanickam
Mr. S. Nagamanickam

For KASC

Dr. C.A. Vasuki

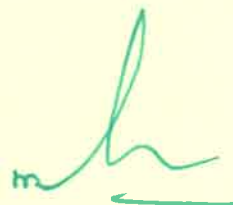
Dr. C.A. VASUKI
SECRETARY & DIRECTOR
KONGUNADU ARTS AND SCIENCE COLLEGE
COIMBATORE - 641 029

Secretary and Director

Witnesses:

1. 

2.

1. 

2. 