

TAMIL NADU

6162
29 AUG 2018

Government Arts
College (A)
Salem-7.

48AB 329362

S. கார்த்திகேயன்
முத்துமாரத்தன் விடுபாடையன்
77, சந்திரமேடு, சூரியன் - சேலம்
L.C.No: 12 / 2011

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING executed at Salem, TamilNadu, India on 3rd Day of oct 2018, by and between:

FIFTH GEN INFOTECH (FGI)

&

**DEPARTMENT OF COMPUTER APPLICATIONS,
GOVERNMENT ARTS COLLEGE(AUTONOMOUS), SALEM-07**

hereas FIFTH GEN INFOTECH (FGI) actively engaged in providing services related to Management system certification, Testing and product certification, Automotive and induction, Life care Training and consulting Activities, software Quality Assessments, etc.

and whereas TRAINING PARTNER is affiliated to Periyar university, Salem.

Authorised representative
of the Fifthgen Infotech

Authorised representative
of the Department,
Department of Computer Applications,
Govt. Arts College (Autonomous),
SALEM - 636 007.

Whereas both Optimus and TRAINING PARTNER realize their business potential and strength and agree to work on a common platform to their mutual benefit, both the parties agree to the following terms of association and understanding.

1. SCOPE OF COOPERATION

- a. To get into a tie-up / collaboration fir providing vocational training.
- b. The proposed scope of tie-up / collaboration is detailed below. Specifying the roles, responsibilities and functions of each of the parties to this MOU.

2. EXCLUSIVITY CLAUSE

Both parties agree that their relationship is non-exclusive and that each party is free to pursue their business interests with other companies as they deem fit in their sole judgment, so long as any external business relationships do not conflict with the terms and conditions of this Agreement.

3. NON-COMPLETE /NON HIRING CLAUSE

Both parties agree that they will not solicit, interfere with or endeavor to entice away customers, clients, partners and employees from the other party. Such clients, customers, partner or employee is defined as any company or individual which has signed a Non-Disclosure or/and confidentiality Agreement, a Master-Services Agreement or the like, statement of work, or is generating revenue for the said party.

4. CONFIDENTIALITY

a) **Definition.** "Confidential information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans products, services, customers, customer lists, sale prospects, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration, marketing, finances or other business information disclosed by either of the parties whether in writing, orally or by drawings or inspection of parts or equipment. It also means such information belonging to the "Customers" of the parties hereto. The term "customers" shall mean any person or entity to which the parties sell products or services, or intend to sell products or services.

FIFTH-GEN INFO-TECH

Authorised representative
of the Fifthgen InfoTech

Authorised representative
of The College
Head of the Department,
Department of Computer Applications,
Govt. Arts College (Autonomous),
SALEM - 636 007.


b) Non-use and Non-Disclosure. Both the parties to this agreement will not, during or subsequent to the term of this Agreement, use the confidential Information for any purpose whatsoever other than the performance of the Service on behalf of the respective parties or disclose either party's confidential information to any third party. It is understood that said confidential information shall remain the sole property of the respective parties. Both the parties further agree to take all reasonable precautions to prevent any unauthorized disclosure of such confidential information including, but not limited to, having each employee of the respective parties, if any, with access to any confidential information, execute a non-disclosure agreement containing provisions in the their respective favor identical to this section of this Agreement.

Confidential information dose not include information which (i) is known to either of the parties at the time of disclosure as evidenced by written records,(ii)has become publicly known and made generally available through no wrongful act of either of the parties, or (iii)has been rightfully received by either of them from a third party who is authorized to make such disclosure. Without the prior written approval of the party to whom the confidential information belongs, both the parties will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that either party has this arrangement with the other.

(c) Third party confidential information. The parties recognize that they have received and in the future will receive from third parties their confidential or proprietary information subject to a duty on either part to maintain the confidentiality of such information and to use it only for certain limited purposes. Both the parties, during the term of this Agreement and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and it to any person, firm or corporation or to use it except as necessary in carrying out the. Services consistent with the agreement with such third party.

(d)Return of materials. Upon the termination of this Agreement, or upon earlier request made by either of the parties to this agreement, the party to whom the request is made will deliver to the other all of the property or confidential information that it may have in possession or control and which belongs to the other and destroy all records thereof, electronic or otherwise , with it.

For FIFTH-GEN INFO-TECH


Partner
Authorized representative
of the Fifthgen Infotech


Authorized representative
of the Department,
Department of Computer Applications,
Govt. Arts College (Autonomous),
SALEM - 636 007.

5. INDEMNIFICATION

Both parties shall indemnify each other against any losses arising out of breach of conditions enumerated in the MOU, read in conjunction with the business plan.

6. RENEWAL, TERMINATION AND AMENDMENT

This MOU shall be valid for an initial period of 5 years, subjects to further extension of time as mutually agreed. However, both the parties reserve the right to terminate this MOU during the period of validity by serving six months' notice thereof.

7. LEGAL JURISDICTION

This MOU is subject to the prevailing Indian Laws.


IN the event of any portion of the agreement not being tenable/ enforceable under the prevailing laws, only such portions of the agreement shall stand affected and the other portions of the agreement shall remain relevant and unaffected.

Signed at Government Arts College(A), Salem-7 on 3rd OCT 2018


Signed for and on behalf of
Government Arts College(A),



Name: DR. A. VIJAYA
Designation: HEAD OF THE DEPT.
Date: 03/10/2018
Witness:

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Authorised representative
of the College
Head of the Department,
Department of Computer Applications,
Govt. Arts College (Autonomous),
S. LEM - 636 007.


Signed for and on behalf of
Fifthgen Infotech

Name: Mr. S. JAGADEESAN
Designation: MANAGING DIRECTOR
Date: 03/10/2018
Witness:

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For FIFTH-GEN INFO-TECH

Authorised representative
of the Fifthgen Infotech