

**Memorandum of Understanding**

**Between**

**Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV) and**

**SWAAS Systems Pvt. Ltd.,**

## Memorandum of Understanding

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**Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV) and  
SWAAS Systems Pvt. Ltd.,**

This Memorandum of Understanding, (MOU) is entered into this by and between SWAAS Systems Pvt. Ltd., and Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya – SCSVMV.

SWAAS Systems Pvt. Ltd., (hereinafter referred to as “SWAAS ”), is a Business Consulting and Software Development Company that helps in Digital Transformation of Enterprises through Enterprise Asset Management and a host of other services. It serves customers in India and abroad.

Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya – SCSVMV, (hereinafter referred to as “SCSVMV”), Enathur, Kanchipuram, India is an Institution of Higher Learning that is committed to delivery of Quality Engineering Education and Quality Research for the welfare of Society and Nation.

The purpose of this MoU is with reference to exploring the areas of cooperation, benefiting both the SCSVMV and SWAAS, initiated as part of Academia-Industry collaboration; this will formalize the interactions between SCSVMV and SWAAS.

This MoU covers the following:

### **Areas of cooperation:**

SCSVMV will facilitate interfacing of its students and faculty members SWAAS to provide them a holistic outlook of corporate expectations. Modes of implementation will be as follows:

S.No.	Objectives	Mode
1	Capacity building in students through orientation on current software engineering practices followed in the industry.	<ul style="list-style-type: none"><li>• Workshops</li><li>• Guest Lectures</li><li>• Hackathons</li><li>• Project Guidance</li></ul>

2	Finishing skills to bridge the gap between theoretical concepts and practical implementation.	<ul style="list-style-type: none"> <li>• Internships (Short-term and Long-term)</li> <li>• Application Design and Development</li> </ul>
3	Enhancing industry inputs in the curricular design and development process to ensure that the syllabus is in tune with industry requirements and standards.	<ul style="list-style-type: none"> <li>• Feedback on Syllabus through forms</li> <li>• Participation in Pre-BOS meetings</li> </ul>
4	Involving the faculty members of the department in consultancy projects for design and development of software and other similar work.	<ul style="list-style-type: none"> <li>• Consultancy</li> <li>• R&amp;D Projects</li> </ul>
5	Ideation and incubation support to facilitate students to embark upon entrepreneurial ventures	<ul style="list-style-type: none"> <li>• Awareness programs</li> <li>• Ideation contests</li> <li>• Discussions</li> <li>• Establishment of Incubation Cell</li> </ul>

**Responsibilities:**

1. The SCSVMV shall provide the following on mutually acceptable terms to enable the implementation of identified objectives:
  - a. Identifying and providing the required personnel (Faculty Members and Students) for carrying out the identified projects.
  - b. Provision of classroom, lab and infrastructure for conducting various events and activities to fulfill the listed objectives.
2. SWAAS shall provide the following on mutually acceptable terms to enable the implementation of identified objectives:
  - a. Identifying and providing the required personnel (Technical staff including software architects & developers and HR personnel) for providing project requirements, guidance and monitoring implementation and for implementation of other identified objectives.
  - b. Providing required training, feedback and other inputs as and when required.
  - c. Providing full-time and part-time internships and job opportunities to the students.
3. Confidentiality: Each party shall maintain complete confidentiality of any information of the other, disclosed during the term of this MoU ("Confidential Information"), either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing). Both parties

undertake to (i) hold all such confidential information in strictest confidence, (ii) not to disclose such Confidential information either in whole or in part to any person other than those of its officers, employees and agents who need to know the confidential information for the purpose authorized hereunder provide that each such officer, employee or agent has agreed in writing to maintain the confidentiality of the confidential information in accordance with the terms hereof or (iii) not to use such confidential information for any purpose whatsoever save as may be strictly necessary for the performance of this MoU. This clause pertaining to confidentiality shall survive the term of this MoU and remain in full force and effect notwithstanding any termination of this MoU.

4. Intellectual Property Rights: IPR titles or ownership of any products, proprietary information or technology tools, processes, utilities and methodology including any proprietary products or components thereof used hereunder or development of any deliverables and all new ideas, inventions, innovations, or developments conceived, developed, contributed, distributed or made by either party hereunder, and all customizations, enhancements and modifications thereof, will not be transferred from one party to on account of use of the same as part of any work under this MoU and shall always remain with the origination partner. In case of ideas that are jointly identified and developed the IPR will be shared by both parties, and such cases will be agreed upon from time-to-time mutually.
5. In no event shall either party be liable for any indirect, incidental, special, consequential damages, including, but not limited to, loss of profits, revenue, data or use, incurred by the other party in connection with, arising out of or under this MoU save for any such loss suffered resulting from any willful and grossly negligent act or omission of either of the parties.
6. Neither this MoU, nor any activities described herein, shall be construed as creating a partnership, joint venture, agency or other such relationship. Both parties agree that this MoU represents a non-exclusive relationship between the parties and nothing contained herein shall preclude either party from participating/initiating similar relationship with third parties.
7. This MoU may not be amended without the prior written consent of both the parties.
8. This Agreement will be valid for four year until it is expressly terminated by either Party on mutually agreed terms, from the date of signing.

9. Governing Law: This MoU shall be governed by the laws of India and the courts in Chennai shall have exclusive jurisdiction.
10. Termination: Either party can cancel or terminate this MoU unilaterally (and without reason), by giving an advance written notice of one month to the other.
11. 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:

CEO,  
SWAAS SYSTEMS PVT. LTD.,  
Sri Towers, 2<sup>nd</sup> Floor.,  
No.34, Developed Plot, South Phase,  
Guindy Industrial Estate, Chennai, TN - 600017, India

&

The Registrar,  
Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya  
SCSVMV University  
Enathur, Kanchipuram, TN – 631561, India.

Or to such other person or addresses as any of the parties shall have notified to the others. All notices, requests, demands and other communications given or made in accordance with the provisions of this MoU shall be in writing by letter, fax or telegram.

12. FORCE MAJEURE: If either of the two parties prevented, restricted, delayed or inferred by reason of:
- a. Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics;
  - b. War, revolutions, act of public enemies, blockage or embargo, riots and civil commotion;
  - c. Any law, order, proclamation, ordinance or requirements of any government or authority or representative of any such government, including restrictive trade practices or regulations;
  - d. Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; OR
  - e. Any other circumstances beyond the reasonable control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from

its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performance, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice to the other party upon becoming aware of an event of force majeure, and mentioning details of the circumstances giving rise to the event of Force Majeure.

13. Indemnity: Each of the parties shall be defined, indemnify and hold the other party harmless from and against any claim, liability, loss costs or expense (including Reasonable Attorney's fees) arising out of resulting from the material breach of the provisions herein

In witness whereof the parties have set their hands hereto on 28<sup>th</sup> of November 2021 the first herein above written under their respective seal of office.

  
(Authorized Signatory / Designation)



M.S. Anand

CEO,  
SWAAS SYSTEMS PVT. LTD.,  
No. 14, 2nd Floor,  
Kalakshetra Road,  
Thiruvanmiyur Chennai 600 041  
TN - 600041, India

  
(Authorized Signatory / Designation)

Dr. G. Srinivasu

Registrar,  
Sri Chandrasekharendra Saraswathi  
Viswa Mahavidyalaya (SCSVMV)  
Deemed to be University  
Enathur, Kanchipuram,  
TN - 631561. - India

