

தமிழ்நாடு தமில்நாடு TAMILNADU

THE REGISTRAR,
SCSVMV UNIVERSITY,
KANCHIPURAM.

S. Ekambaram
EY 611397
Mobile: 9894854592
S. EKAMBARAM, (S.V.)
L.No. 3202/D1/97,
105-B, PUTHERI St., (S.V.N. St.)
BIG KANCHIPURAM - 631 502
Date: 13 AUG 2025

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (hereinafter referred to as the "MoU" or "Agreement") is made and entered into on this 14th day of August, 2025, at Kanchipuram.

BETWEEN

Vectro Digital Services Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 8th Floor, Lotus Tower, 85, Anna Salai, SIDCO Industrial Estate, Guindy, Chennai, Tamil Nadu 600032 (hereinafter referred to as "Vectro"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the FIRST PART:

AND

Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV), having its principal address at Sri Jayendra Saraswathi Street, Enathur, Kanchipuram-631561 (hereinafter referred to as "SCSVMV"), which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns, of the OTHER PART.

[Signature]



[Signature]

Vectro and SCSVMV are hereinafter collectively referred to as the "Parties" and individually as a "Party".

1. PROJECT AND SCOPE OF WORK

- 1.1. The Parties agree to collaborate in the following areas: Campus to Corporate initiatives, establishment of joint labs, facilitation of Intellectual Property (IP) creation, exploration of new application development, provision of internship opportunities, co-authorship of white papers, conducting joint seminars, leveraging SCSVMV's laboratories and libraries, access to final-year project materials, market research activities, and campus recruitment drives.
- 1.2. SCSVMV shall, during the term of this Agreement, conduct research and development collaboratively with Vectro in the above areas, providing relevant academic and technical support.
- 1.3. Each initiative under this MoU shall be detailed and formalized through a separate Statement of Work (SoW) entered as individual agreements to be jointly signed by both Parties.
- 1.4. Each SoW shall include complete details of the initiative, responsibilities of both Parties, financial arrangements (if any), IP rights, timelines, and termination conditions.

2. TERM

This Agreement shall be effective from 14th August 2025 ("Effective Date") and shall remain in force for a period of **three (3) years**, unless terminated earlier in accordance with this Agreement.

3. CONSIDERATION AND TERMS OF PAYMENT

- 3.1 This MoU is a non-financial, cooperative and collaborative understanding and does not, in itself, create any legal or financial commitments, except as defined in subsequent Statements of Work.
- 3.2 Where revenue is generated from collaborative programs, net surplus (after deduction of direct and indirect costs) shall be shared in a mutually agreed manner through separate agreements.

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3.3 Financial discussions for lab establishment or infrastructure shall be taken up separately by mutual consent and documented accordingly.

4. OBLIGATIONS/RESPONSIBILITIES OF PARTIES

4.1 SCSVMV shall:

- (a) Discharge its responsibilities with due diligence, care, and expertise applicable to similar engagements.
- (b) Adhere to agreed project timelines as per the SoW.
- (c) Obtain required approvals, permits, and clearances for collaborative initiatives.

4.2 Vectro shall:

- (a) Provide necessary project-related materials, data, and support in a timely manner.
- (b) Share relevant information and provide reasonable assistance required for project execution.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- 5.1 It has full authority to enter into this Agreement.
- 5.2 It has no conflicting commitments that impede performance under this Agreement.
- 5.3 It possesses all required licenses, expertise, and infrastructure to fulfill its obligations.
- 5.4 It shall fully comply with applicable laws in the performance of this Agreement.

Each Party agrees to notify the other promptly if any of the above representations cease to remain true.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 All Intellectual Property (IP), patents, software, methodologies, processes, inventions, and products created, developed, or derived from this engagement, whether independently or jointly, shall be the exclusive property of **Vectro or its designated customer entities**, unless otherwise explicitly agreed in a separate and signed Statement of Work.

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- 6.2 **Background IP:** Any IP that existed prior to this MoU and that is owned by either Party ("Background IP") shall remain the sole and exclusive property of the respective Party. Where necessary for project execution, the owning Party may grant the other Party a non-exclusive, revocable, limited-use license on mutually agreed terms, including any applicable royalty.
- 6.3 **No Implied Transfer:** Except as expressly stated, nothing in this Agreement shall be construed as granting either Party any right, title, or interest in or to the other Party's Background IP or proprietary information.
- 6.4 **Inventor Acknowledgment:** Individuals involved in the creation of IP under this engagement shall be acknowledged as inventors, as appropriate, in patent filings or related disclosures, in accordance with applicable laws.
- 6.5 **Use Rights:** Vectro shall retain unrestricted rights to use, commercialize, license, modify, or otherwise exploit the IP created under this engagement.
- 6.6 **Supersession Clause:** This section overrides any previous understandings or clauses relating to IP ownership, including those suggesting joint ownership or registration, unless explicitly re-stated in a signed Statement of Work.


7. TERMINATION

This Agreement may be terminated:

- 7.1 Upon failure of either Party to fulfill obligations under this Agreement or a material breach that is not remedied within 30 days of written notice.
- 7.2 Upon misrepresentation by either Party.
- 7.3 Upon Force Majeure circumstances persisting beyond 30 days.
- 7.4 By either Party with 30 days' prior written notice.
- 7.5 Any termination shall not affect accrued rights or obligations prior to the termination.

8. CONFIDENTIALITY

- 8.1 "Restricted Information" includes all confidential, proprietary, or sensitive information shared under this Agreement.
- 8.2 Each Party agrees to maintain confidentiality and use such information solely for project purposes.



- 8.3 Disclosure to third parties is prohibited without prior written consent.
- 8.4 A reasonable standard of care shall be maintained to protect Restricted Information.
- 8.5 Breaches must be reported immediately.
- 8.6 The confidentiality clause survives termination of this Agreement.

9. FORCE MAJEURE

Neither Party shall be liable for non-performance caused by events beyond reasonable control (Force Majeure). If such events persist beyond 30 days, the Parties shall decide on the continuation of the engagement.

10. INDEMNITY

Each Party agrees to indemnify the other against:

- 10.1 Breach of contractual terms or legal non-compliance.
- 10.2 Acts of negligence, misconduct, or omission.
- 10.3 Personal injury or property damage caused during execution.
- 10.4 IP infringement or breach of confidentiality.

11. GENERAL PROVISIONS

- 11.1 Assignment of this Agreement is not permitted without prior written consent.
- 11.2 No third-party rights are created under this Agreement.
- 11.3 This MoU supersedes all prior agreements and represents the entire understanding between the Parties.
- 11.4 Except for confidentiality obligations, this MoU is not legally binding.
- 11.5 Notices shall be sent by registered post to:



For Vectro: The Board of Directors Vectro Digital Services Pvt Ltd 8th Floor, Lotus Tower 85, Anna Salai, SIDCO Industrial Estate Guindy, Chennai, Tamil Nadu 600032 Attn: Dr.Krishnaswamy S., CEO

For SCSVMV: The Registrar Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya Sri Jayendra Saraswathi Street Enathur, Kanchipuram-631561 Attn: The Registrar

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India. Any disputes shall be subject to the jurisdiction of courts in Chennai, Tamil Nadu.


13. COUNTERPARTS


This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both together shall constitute the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first above written.

**For and on behalf of
Vectro Digital Services Private Limited**

**For and on behalf of the
Sri Chandrasekharendra Saraswathi Viswa
Mahavidyalaya (SCSVMV)**


Name: Dr. S. Krishnaswamy
Designation: CEO
Place: Chennai


Name: Dr. G. Sriram
Designation: Registrar (i/c)
Place: Kanchipuram

