



தமிழ்நாடு தமில்நாடு TAMILNADU

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30.07.2025

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முத்திரைத்தண்டிப்பு அலுவலகம்
உரிமம் எண்: 7333, B.L. 97 (இரு)
2-A, சின்மயநகர், வடவள்ளி,
கோயம்புத்தூர் - 41 தமிழ்நாடு.

Memorandum of Understanding ("MoU")

This Memorandum of Understanding ("MoU") is executed at **Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV), Enathur, Kanchipuram**, on 1st August 2025.

BY AND BETWEEN

The **PMI Chennai Chapter (short name PMICC)** is a non-profit oriented chartered component of Project Management Institute (PMI®), headquartered in Newtown Square, Pennsylvania, USA. We are a registered society under the Tamil Nadu Registration of Societies Act. PMI Chennai Chapter, hereinafter referred to as "**PMI Chennai**" or "**PMI CHENNAI**", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of ONE PART

And

Privileged and Confidential

PMI Chennai Chapter and SCSVMV MoU (Memorandum of Understanding)

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Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya, a Deemed to be University under Section 3 of UGC Act, 1956 and having its office at Sri Jayendra Saraswathi Street, Enathur, Kanchipuram-631561, Tamil Nadu, India hereinafter referred to as "**SCSVMV**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its officers, authorities, successors-in-interest), of the SECOND PART.

PMICC and **SCSVMV** are hereinafter individually referred as the "**Party**" and collectively as the "**Parties**" as the context permits.

WHEREAS:

- (i) **SCSVMV** is engaged in the field of creating, developing and conducting various skill-based degree, diploma and certificate programs, addressing the needs of high growth sectors.
- (ii) **PMI Chennai Chapter** - The primary area of operation of the Chapter is in the geographies of Tamil Nadu and Puducherry; and engaged in advocating Project Management skills, offering professional memberships, Networking with various domain experts, offering training programs and various skill development platforms such as Knowledge Sharing Sessions (KSS), Conferences and Workshops.
- (iii) **PMI Chennai** and **SCSVMV** desire to enter into this *MoU* in delivering, and promoting services as may be jointly envisaged by **SCSVMV** and **PMI Chennai** from time to time, to impart various skill development programs for the students and academia members as listed services in the **Scope of MOU**.

RULES OF INTERPRETATION:

In this **MoU**:

- a. references to **persons** include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships or legal persons or legally constituted entities of any kind.
- b. the headings are inserted for convenience only and do not affect the construction of the **MoU**.
- c. references to one gender include all genders; and
- d. Any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted during the **Term**.



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NOW, THEREFORE, THIS MOU WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. Scope of MoU. This MoU aims to establish a collaboration between **PMI CHENNAI** and **SCSVMV** and sets forth the terms and conditions and the scope of collaboration between **the parties**. Each item of the Scope shall be mutually discussed between the parties and shall be confirmed in writing in separate Statement of Work as defined in Clause 3 in this MoU.

The parties agree to collaborate in the following areas of activities:

- a) Establish and run PMI Chennai Chapter's Student Club at SCSVMV campus.
 - b) Advocate and promote appropriate PMI Certifications to students and faculty.
 - c) Assist in the development and review of project management curriculum (PMI co-branded courses) for both Business and Engineering schools.
 - d) Enable group student memberships in PMI.
 - e) Support accreditation for project management-related programs such as MBA and similar.
 - f) Provide discounted training for students and faculty on project management tools and techniques by industry experts.
 - g) Conduct Knowledge Sharing Sessions (KSS) in English and vernacular languages.
 - h) Provide PMI Chennai's Tamil book on project management "Thittamidu Vettri Thodu" to students.
 - i) Facilitate expert lectures from industry for institutional events like symposia /college days.
 - j) Offer opportunities to participate in PMI Chennai events at academic rates.
 - k) Support co-teaching of project management curriculum.
 - l) Enable participation in PMI global initiatives and events.
 - m) Offer volunteering opportunities in social impact activities and PMI Chennai events.
- a) Subject to **SCSVMV** material fulfillment of its obligations as set forth in this MoU, **PMI CHENNAI** shall work with **SCSVMV** under the Scope of MoU.
- b) **PMI Chennai** shall front-end relationship with its network members only. Access of **SCSVMV** to promote its services and/ or products to Network Members of PMI CHENNAI shall be restricted to the period during which this MoU is in force. **SCSVMV** is allowed to communicate with any person, other than the network members of PMI Chennai directly for the purpose of promoting the cause of this Agreement. Both parties agree that any publication meant for the promotion of the courses / programs arising out of this Agreement shall be jointly approved by both parties, prior to circulation.



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- c) **PMI Chennai** shall have exclusive rights to create and design content for each course and update, user interface flow, and new service or course creation relating to project management. However, faculty from **SCSVMV** may participate in the creation of course content, on the condition that the right to finalize the content remains exclusively vested with PMI Chennai. PMI Chennai shall certify in writing to the institute and/or students on a need basis that it has created and designed the course curriculum and training modules.
- d) **PMI Chennai** shall provide the contents such as training texts and videos and related data as required by the courses.
- e) **PMI Chennai** shall have ownership and control of its own social media and member network community. At no point in time can the **SCSVMV** maintain or create its own database based on PMI Chennai's network unless it is individually opt-in by the members themselves.
2. Term. Unless earlier terminated in accordance with Clause 11 of this MoU, the term of this MoU will commence on the Effective Date and will continue for a period of two (2) years from the Effective Date ("Term")
3. Statement of Work. The Services provided by **PMI CHENNAI** to **SCSVMV** pursuant to this MoU and involving financial obligations, will be so provided in accordance with Statements of Work (each, separately, a "Statement of Work") entered into by **PMI CHENNAI** and **SCSVMV** during the term of this MoU. **PMI Chennai** intends to work through **SCSVMV** to promote project management culture and courses. Each Statement of Work will, at a minimum, include the following:
- a. A reference to this MoU, which reference will be deemed to incorporate all applicable provisions of this MoU into each Statement of Work.
- b. The date as of which each Statement of Work will be effective, and the term or period of time during which **PMI CHENNAI** will provide the applicable Services to **SCSVMV** pursuant to each Statement of Work.
- c. A description of Services to be provided to PMI CHENNAI or **SCSVMV** pursuant to each Statement of Work.
- d. The fee structure or revenue share [only when the program is conducted for persons other than students and faculty of **SCSVMV**] and charges due and to be shared or payable by **SCSVMV** to **PMI CHENNAI** for Services to be provided under each Statement of Work. The mechanism and revenue share or amounts payable shall be decided on a case-to-case basis and shall be mutually agreed to between the parties.
- e. Any additional provisions applicable to Services provided under each Statement of Work that are not otherwise set forth in this MoU or that are exceptions to the provisions set forth in this MoU.



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No Statement of Work will become effective until it has been executed by an authorized representative of each party. In the event of any express conflict or inconsistency between the provisions of this MoU and the provisions of a Statement of Work, the provisions of the Statement of Work will control with respect to the interpretation of that Statement of Work; provided, however, that the provisions of that Statement of Work will be so construed so as to give effect to the applicable provisions of this MoU to the fullest extent possible.

4. Obligations of the Parties to the MoU. Each party shall make available such infrastructure and manpower as is agreed to effectively provide Services to the beneficiaries.

5. Payment for Services (Commercial Terms)

Neither party has any financial obligation to the other party under this MoU. Specific financial agreements shall be executed between both parties on the finalization of activities covered under this MoU and incorporated into individual Statements of Work on a case-to-case basis as and when required.

6. Taxes. **SCSVMV** shall be responsible for, and will promptly pay, all taxes, fees, and charges levied or assessed by any regulatory authority or agency ~~based upon the fees~~ under this MoU or the Services, except taxes levied or assessed on the net income or profit of PMI CHENNAI. However, it is clearly understood by parties that if the service provided by the mentioned vendor is related to educational activity or provided to students directly then PMI Chennai and **SCSVMV** are not liable to pay goods & service tax.

7. Warranties.

PMI CHENNAI hereby warrants to **SCSVMV** that PMI CHENNAI will perform its duties and obligations hereunder in a professional and workmanlike manner. EXCEPT AS OTHERWISE PROVIDED IN THIS MOU, PMI CHENNAI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICES.

SCSVMV hereby warrants to PMI CHENNAI that **SCSVMV** shall perform their duties and obligations hereunder in a professional and workmanlike manner. EXCEPT AS OTHERWISE PROVIDED IN THIS MOU, **SCSVMV** MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES OR ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR RESULTS TO BE DERIVED FROM THE USE OF THE SERVICES.

7. Confidentiality. In connection with the activities contemplated by this Memorandum of Understanding (MoU), the receiving party may have access to confidential or proprietary technical, business, or member data of the disclosing party and vice versa. (collectively referred to as "Confidential Information"). Each party agrees to take reasonable precautions to protect the confidentiality of the other party's Confidential Information, using measures that are at least



equivalent to those used by such party to safeguard its own Confidential Information. Neither party shall disclose, share, or use the other party's Confidential Information—including PMI member data—for the benefit of any third party, except as required by law or as strictly necessary to perform obligations under this MoU. For clarity, PMI member data shall not be disclosed or used outside the scope of this MoU under any circumstances, unless expressly authorized in writing by PMI. Confidential Information does not include information that: (i) Was in the public domain at or subsequent to the time it was communicated to the receiving party through no fault of the recipient; (ii) Was rightfully in the receiving party's possession, free of any obligation of confidence, at or subsequent to the time it was communicated by the disclosing party; (iii) Was independently developed by employees or agents of the receiving party without reference to any information communicated by the disclosing party; or (iv) Was disclosed to an unaffiliated third party, free of any obligation of confidence, by the disclosing party. The receiving party may disclose the Confidential Information of the disclosing party, including PMI member data, only as necessary to establish its rights under this MoU, or in response to a valid court order, law, regulation, or rule (including securities exchange regulations) or as required by statutory authorities, banks, or financial institutions

9. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, IN ANY ACTION ARISING FROM OR RELATED TO THIS MOU, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS (EXCEPT FOR PAYMENT AND EXCLUSIVITY OBLIGATIONS UNDER THIS MOU), INCOME, GOODWILL OR REVENUE. UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING UNDER THIS MOU EXCEED THE AMOUNT OF TOTAL FEES PAID OR PAYABLE TO THE OTHER PARTY DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY UNDER THE STATEMENT OF WORK TO WHICH THE CLAIM RELATES.

10. Indemnities

- a. **SCSVMV** will be entitled to rely on and act in accordance with any written instructions or directions provided by PMI CHENNAI through Authorized Signatory and will incur no liability in doing so, if the act/deed done by **SCSVMV** is in accordance with such instructions. PMI CHENNAI shall defend, indemnify and hold harmless **SCSVMV** and its subsidiaries, successors, and assigns, and each of their officers, directors, agents, contractors, subcontractors, and employees (collectively, the **SCSVMV** Indemnified Parties"), from and against any and all claims, liabilities, damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) **SCSVMV** acting in accordance with written instructions or directions from PMI CHENNAI ; or (ii) any infringement of any copyright, trademark, service mark, trade name or similar proprietary rights conferred by statute, by common law, or by contract alleged to have occurred as a result of rights conveyed, materials provided, or work performed by or on behalf of PMI CHENNAI .



- b. **SCSVMV** shall defend, indemnify and hold harmless PMI CHENNAI and each of its officers, directors, agents, contractors, subcontractors and employees (collectively, the "PMI CHENNAI Indemnified Parties"), from and against any and all claims, liabilities, damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the gross negligent acts or intentional misconduct of **SCSVMV**, arising out of or in any way connected with the Services, unless such liability results from or relates to the PMI CHENNAI .
- c. The party to be indemnified pursuant to this Section will notify the indemnifying party within a reasonable time after receiving notice of a claim. Provided that the indemnifying party defends any such claim, the indemnifying party will have control over the defense and settlement thereof. The party to be indemnified will furnish, at the indemnified party's reasonable request and expense, information and assistance necessary for such defense.

11. Termination.

This MoU shall come into force on Effective Date and shall remain valid for two (2) years from the Effective Date unless terminated by either party as stated hereunder:

- a. If either party materially breaches this MoU and/or any Statement of Work and fails to cure such default within 60 days after receiving written notice specifying the default, then the party not in default may terminate this MoU and/or such Statement of Work as of the date specified in such notice.
- b. In the event that **SCSVMV** default in the payment when due of any amount due to PMI CHENNAI under any Statement of Work and does not cure such default within 60 days, then PMI CHENNAI may terminate that Statement of Work and each other Statement of Work as of the date specified in such notice. The rights acquired or obligations incurred by the parties thereto prior to any termination shall not be affected. In the event of any termination under this Section, PMI CHENNAI shall be entitled to receive fees accrued and payable to it as of the date of termination including costs committed and incurred by PMI CHENNAI relating to the Services. Upon expiration or termination of this MoU, **SCSVMV** and PMI CHENNAI will, within 30 days, return to the other, or destroy all copies of Confidential Information and will certify, in writing, delivery or destruction of all such Confidential Information and copies thereof.
- c. Either party may terminate this MoU at will by giving the other Party advance written notice of sixty (60) days of its intention to terminate the MoU.
- d. This MoU shall be automatically terminated, if either party is dissolved, wound up or goes into liquidation order is passed, or a trustee or receiver is appointed by operation of a lawful order of a court of competent jurisdiction to take over the assets of either party, or it ceases to carry on its business as described in this MoU.



- e. PMI CHENNAI reserves the right to terminate this MoU in the event it comes to the notice of PMI CHENNAI that the Content provisioned under this MoU to be delivered on PMI CHENNAI's platform has been further sub-licensed to any third party without the explicit knowledge or approval of PMI CHENNAI. Such a termination would come into effect within 30 days of the dispatch of the notice.
- f. This Memorandum of Understanding (MoU) shall remain in effect for a period of two years, unless renewed by mutual agreement of both parties. In the event that the MoU expires, is not renewed, is withdrawn, or is terminated, the Student Club shall also be dissolved, with no further operations or activities permitted under its brand name.
12. Cooperation. The Parties shall cooperate with each other by furnishing any information or performing any action reasonably requested by the other Party, which information or action is necessary to the timely and successful consummation of the transactions contemplated by this MoU.
13. Binding Nature and Assignment. This MoU shall be binding on the parties, but neither party may assign this MoU without the other party's prior written consent.
14. Force Majeure. Except for **SCSVMV** and PMI CHENNAI's payment obligation, each party will be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto, in whole or in part, as a result of an act of God, natural disaster, war, civil disturbance, change in laws, or other cause beyond its reasonable control and that it could not have prevented by reasonable precautions.
15. Notices. Notices provided for in this MoU will be in writing and will be delivered by hand, by facsimile, by overnight mail or by certified mail, return receipt requested, to the parties at the following addresses, or such other addresses either party may provide to the other party in writing:

If to PMI Chennai Chapter:

Attn: President
Project Management Institute Chennai Chapter
715-A, 7th Floor, Spencer Plaza,
Suite No.1182, Mount Road,
Anna Salai, Chennai – 600 002

If to Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV), Enathur, Kanchipuram:

Attn: The Registrar
Sri Chandrasekharendra Saraswathi Viswa Mahavidyalaya (SCSVMV)
Enathur, Kanchipuram - 631561
Tamil Nadu.



16. Severability. If any provision of this MoU is invalid or unenforceable, the MoU will be construed as if such invalid or unenforceable provision was not included, and the remainder of the MoU shall be enforced as written.
17. Waiver. No provision of this MoU will be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom enforcement of the waiver, amendment or modification is sought. Any such amendment or modification will be binding with or without tender of consideration. A waiver by either of the parties of any of the covenants, conditions or MoUs to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or MoU contained in this MoU.
18. Relationship of Parties. PMI CHENNAI is performing pursuant to this MoU only as an independent contractor. PMI CHENNAI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed the Services, except as otherwise agreed upon by the parties. Nothing set forth in this MoU will be construed to create the relationship of principal and agent, joint venture or partnership between **SCSVMV** and PMI CHENNAI.
19. INTELLECTUAL PROPERTY. The Intellectual Property for different services or material used for Services rests solely with *the Party that owns such Intellectual Property, unless mutually agreed otherwise on case-to-case basis*. This MoU in no manner automatically transfers any Intellectual Property Rights by one Party to another. The Parties agree not to reverse engineer/ re-engineer/redevelop the PRODUCT or CONTENT during the period of this MoU. **SCSVMV** further agrees to protect the rights of PMI CHENNAI over the Content provisioned by PMI CHENNAI by not altering / reformatting the Content in any manner that is not envisaged under this MoU. However, the same is applicable for any content or service created by the **SCSVMV** Intellectual Property Rights would remain with the **SCSVMV** for any service methodology or content created exclusively by **SCSVMV** with no assistance from PMI CHENNAI.
20. Survival. Expiration or termination of this MoU for any reason will not release either party from any liabilities or obligations set forth in this MoU that (a) the parties have expressly agreed will survive any such expiration or termination, or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
21. Entire MoU. This MoU and each Statement of Work, together with each exhibit and attachment attached hereto or thereto, constitute the entire MoU between the parties and supersedes any and all prior or contemporaneous oral and written communications, understandings or MoU s relating to the subject matter hereof.



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22. Dispute Resolution. This MoU shall be subject to the laws of India. The parties expressly agree that all disputes and differences arising in connection with this MoU shall be subject to the exclusive jurisdiction of the Courts at Chennai and the parties hereby expressly submit themselves to the same.
23. Ownership. Title to and ownership of all systems, software, documentation, utilities, tools, methodologies, specifications, techniques and other materials, know-how, and hardware owned by a Party or in the possession of such Party prior to the Effective Date of this MoU and used and developed by such Party in connection with providing the Services, together with the intellectual property rights therein, shall remain with such Party.
24. Non-Solicitation. Neither party may hire or solicit the hiring of, directly or indirectly, the other party's employees during the term of this MoU and for one year after its conclusion. The parties further agree that in the event of any actual or threatened breach of the provisions of this Section, the non-breaching party shall be entitled (in addition to any and all other rights and remedies at law or in equity for damages or otherwise, which rights and remedies are and shall be cumulative) to specific performance, a temporary restraining order, or an injunction to prevent such breach or contemplated breach.
25. Publicity. During the term of this MoU, PMI CHENNAI may use **SCSVMV** (with prior permission) **SCSVMV** logo on the **SCSVMV** Relationships page of PMI CHENNAI's website, in PMI CHENNAI's corporate brochure, in PMI CHENNAI collaterals and in PMI CHENNAI's annual report. **SCSVMV** also may use PMI CHENNAI CHAPTER'S LOGO (with prior permission) strictly in compliance with PMI Chennai's branding guidelines and standards on their websites and any publicity/advertising campaign.
26. MARKETING & ADVERTISEMENTS. PMI CHENNAI may help the **SCSVMV** with marketing and advertising of the product and services amongst the network and members of PMI CHENNAI, the cost of which shall be borne by the **SCSVMV** based on mutual agreement prior to implementation. However, if case is of revenue sharing, then the parties shall bear the cost equally.
27. INDEPENDENT CONTRACTORS. Neither Party shall for any purpose, be deemed to be an agent of the other Party and the relationship between the Parties shall only be that of independent contractors. Neither Party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.



N. Rajan

28. General.

This MoU shall be executed in duplicate, each of which shall be deemed to be original.

IN WITNESS WHEREOF, each party has caused its authorized representative to put their hands and seals on these presents on the date and year first above written.

PMI Chennai Chapter

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

Signature: _____

N. Vijay
01-Aug-2025

Name: _____

Vijay Narayanan

Title: _____

*President, PMI
Chennai Chapter*

Signature: _____

G. S. Kiran
01/08/25

Name: _____

Dr. G. S. Kiran

Title: _____

Registrar



G. S. Kiran

N. Vijay