



தமிழ்நாடு தமில்நாடு TAMILNADU

7 DEC 2024

AV 803129
T. PARVATHI
L.V.S. TM/10757/A/4/91
No.81, MULLA STREET,
CHENNAI-600 079.

JOINT COLLABORATIVE AGREEMENT

This Joint Collaborative Agreement ("Agreement") is made as of the 18th of December 2024 by and between:

Advanced Manufacturing Technology Development CENTRE (AMTDC), a non-profit society constituted under the Tamil Nadu Societies Registration Act 1975, functioning at its premises at Ground Floor, B-Block, IITM Research Park, Taramani, Chennai 600113 represented by the Secretary, AMTDC, duly authorized by the **Chairman, AMTDC** hereinafter called 'CENTRE', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, designates and permitted assigns, of the one part.

AND

Aarupadai Veedu Institute of Technology (AVIT), a Constituent College of Vinayaka Mission's Research Foundation (Deemed to be University), having its registered office at Vinayaka Nagar, Rajiv Gandhi Salai (Old Mahabalipuram Road) Paiyanoor, Chennai - 603 104 and represented by its authorized signatory **Principal, AVIT** (hereinafter called "INSTITUTION") and includes its successor in interest and permitted assigns.

CENTRE and INSTITUTION will individually be referred to as a 'Party' and collectively as 'Parties'

RECITALS:

WHEREAS:

1. The INSTITUTION is interested in collaborating with CENTRE on pursuing different Collaborative Programs such as internships, skill development programs and technology development projects.
2. CENTRE is a non-profit society constituted under the Tamil Nadu Societies Registration Act 1975 by IIT Madras and has the expertise and facilities to carry out the activities related to internships, skill development and technology development.

In consideration of the above recitals and the mutual benefits to derive hereafter, the parties agreed to enter into an Agreement as follows:

1. Scope of Work

- 1.1 INSTITUTION and CENTRE shall conduct one or more Collaborative Program such as Internships, Skill Development Programs, and Technology Development Projects. The parties may carry out Collaborative Programs under this Agreement by executing mutually agreeable proposals to be annexed as Annexure A to this Agreement, which shall include details such as Duration of the program, Key Personnel for each party; cost and payment schedule, royalty payments, fee and cost sharing, area, objective, and scope of work for each program. Each Collaborative Program annexure must be reviewed and approved in writing by CENTRE and INSTITUTION for attachment to form part of this Agreement. The format for the Annexure is given in Exhibit A.
- 1.2 Both Parties hereby agree to carry out the Collaborative Program to develop and deliver as identified in this Agreement under each Collaborative Program Specification in a timely manner in accordance with the terms of this Agreement and to the satisfaction of the other party subject to the other party performing its reciprocal obligations hereunder as specified in the Agreement and in the particular Collaborative Program Specification, so that either party will be able to carry out the work and provide the deliverables as stated in the Collaborative Program Specification in a timely manner.

2. Funding & Payment

- 2.1 It is agreed to and understood by the parties that the funding for the Collaborative Program will be sourced by the parties from third-party resources and will be held and maintained as a specific fund either by the CENTRE or INSTITUTION depending upon mutually agreeable terms as identified in the Collaborative Program Specification.
- 2.2 It is agreed to and understood by the parties that the funds generated for the specific Collaborative Program will be utilized only for such purposes as mentioned in the Collaborative Program Specifications. It is also agreed to and understood that the total expenditure incurred by either party will be within the specific fund generated for each Collaborative Program.
- 2.3 Any expenditure incurred by the parties in connection with the Collaborative Program will be utilized from the specific funds generated under each Collaborative Program. Each party will maintain a separate account and shall meet any expenditure incurred from the specific funds up to the amount established by the costs and payment schedule specified in each Collaborative Program Specification.
- 2.4 It is agreed to and understood that depending on which party handles the fund for each program, each party will reimburse the other party of the costs incurred for the conduct of the Collaborative Program as per the identified Program Specifications.
- 2.5 All payments by either Party shall be made in the name of legal name of entity mentioned in this Agreement. All payments are exclusive of GST and GST at 18% will apply.

3. Obligations of the Parties

- 3.1 Both parties will provide quarterly reports on the programs conducted to the other party with details of the program.
- 3.2 At the end of each Collaborative Program, a final report ("Deliverables") will be prepared and shared by each party.
- 3.3 Both parties will provide instruction, data and materials in a timely manner to the other party to support the Collaborative Program.

4. Confidentiality Obligation

Each party shall keep confidential and not use for any purpose not contemplated hereunder all proprietary information disclosed by the other party, directly or indirectly. Any discoveries, inventions or know-how resulting from the Collaborative Program shall be kept confidentially for a period of three (3) years from the date of termination of this Agreement, except as authorized in writing by other party or provided herein.

5. Publication

- 5.1 Both parties recognizes that the other party shall have the right, at its discretion to release information or to publish any material resulting from the Collaborative Program, provided that such material does not include any Either Party's Confidential Information and that such publication would not disclose or otherwise jeopardize any potential rights, in the outcomes hereunder.
- 5.2 Thirty (30) days in advance of the proposed publication date, Either Party shall furnish the other party with a copy of any proposed publication, including any student thesis or dissertation to be made public, that includes information developed under this Agreement. Within thirty (30) days of receipt, Either Party shall notify the Other Party in writing if such proposed publication includes the Other Party's Confidential Information or is related to any potential rights, and if so, the Other Party may request to delay publishing such proposed publication for a maximum of ninety (90) days from its receipt of the proposed publication in order to protect the potential rights of any outcomes described therein.
- 5.3 Both Parties will be given full credit and acknowledgment for any support provided by the other party in any publication resulting from this Agreement, unless requested otherwise by the Other Party.

6. Duration of Agreement and Termination

- 6.1 This Agreement shall commence on the date of that the Agreement is last signed. The Collaborative Program shall begin as per the schedule agreed upon in the respective Collaborative Program Specifications during this Agreement period as in Annexure A to the Agreement.
- 6.2 This Agreement may be terminated if both parties agree at any time and the Collaborative Program accounts settled as on the date of termination. No penalty clause is tied up to the Collaborative Program execution.
- 6.3 Each party reserves the right to cancel all or any part of this Agreement, without liability to the other party, if such other party repudiates or commits a material breach to any of the terms of this Agreement, or fails to make progress so as to endanger timely and proper completion of its services or provision of Deliverables required by it in the Collaborative Program, and does not correct such repudiation failure or breach within thirty (30) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from the non- breaching party specifying such repudiation, failure or breach.

6.4 This Agreement is effective for 3 years, unless terminated or renewed earlier in accordance with one of the following alternatives:

6.4.1 Either Party may terminate all or any part of this Agreement at any time and for any reason by giving written notice to the other Party, such termination to be effective thirty (30) days after the date of such notice and subjected to the settlement of all accounts to the extent of work performed till date of termination.

6.4.2 The parties to this agreement can renew this agreement for a further period on mutual consent.

6.4.3 The provisions such as Clauses 4, 5, 8 and 12 will continue to bind the parties and survive any termination.

7. Assignment

7.1.1 The rights, duties and privileges of the parties under this Agreement shall not be assigned by any party without the prior written consent of the other party, except as otherwise provided in this Agreement.

7.1.2 No right or interest in this Agreement shall be assigned by either party without the written permission of the other party and any purported assignment is void. No delegation of the services or other obligations owed by either party to the other, whether set forth in Section 2 or elsewhere in this Agreement, shall be made without the other party's prior written permission.

8. Entire Agreement

8.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter. This Agreement may not be changed except in writing and when signed by both the parties.

8.2 Any change in the scope of work covered by this Agreement shall be discussed and agreed upon mutually in writing.

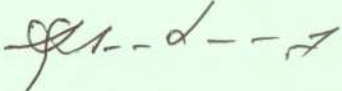


9. Notices

Notices or other Communications required to be given in implementing the Agreement shall be in writing and may be delivered personally or through email or sent by registered mail / courier. The dates on which notices shall be deemed to have been effectively given shall be determined as effective date on the delivery.

10. Jurisdiction

The jurisdiction for Agreement shall exclusively lie with the Courts in Chennai.

The parties have executed the Agreement as of the day, month and year first written above.

INSTITUTION	CENTRE
Aarupadai veedu institute of technology (AVIT)  Signature	Advanced Manufacturing Technology Development Centre (AMTDC)  Signature
Name: Dr. G. Selvakumar, Ph.D.,	Name: Dr. Ramesh Babu, M.E., Ph.D.,
Title: Principal, AVIT	Title: Secretary, AMTDC
Seal: 	Seal: 