

தமிழ்நாடு சட்டமன்றம் TAMILNADU

21 JAN 2023

CS 844738

ENVEA INDIA PRIVATE LIMITED,  
CHENNAI.

K. SANKA  
STAMP VENDOR  
LICENCE No: 1481/9  
No. 2, MADLEY ROAD  
T. NAGAR, CHENNAI-4

## Memorandum of Understanding

1.0 This Memorandum of Understanding (MOU) is made at Chennai on 6<sup>th</sup> day of February 2023 between ENVEA India Pvt Ltd, is well known for its pioneering role with regards to sustainable innovation and eco-design and is committed to continuous improvement in existing and future technologies, having its registered corporate office at D 16-3 & 4, TTC Industrial Area, MIDC Turbhe, Navi Mumbai – 400 705, INDIA and registered Regional Office at ENVEA India Pvt Ltd, 26/3, Astalakshmi Apt, M G Road, Adyar, Chennai – 600 041 (hereinafter, for the purposes of this Agreement, referred to as “ENVEA”) of the ONE PART;

And

B.S. ABDUR RAHMAN CRESCENT INSTITUTE OF SCIENCE AND TECHNOLOGY, Vandalur, Chennai – 600 048, A deemed to be university

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06/02/2023

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N. H. P. S.

established under section 3 of UGC act 1956, involved in providing quality education, research and extension service for over 38 years (Hereinafter, for the purpose of this Agreement, referred to as "BSACIST") of the OTHER PART.

(Both Envea India Pvt Ltd and BSACIST shall hereinafter be referred to as such and/or individually as Party and collectively Parties.)

## 2.0 PREAMBLE

ENVEA manufactures high-precision monitoring systems as well as environmental data processing and reporting solutions with extensive knowledge in the development of complete turnkey solutions. They assist entities in complying with applicable regulations and with optimizing industrial processes for improved efficiency and reduced environmental impacts.

2.1 ENVEA and BSACIST are desirous of nurturing mutual interaction in areas jointly identified by the two parties, including

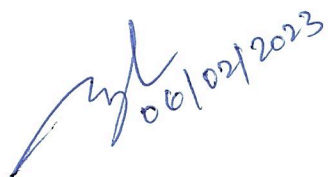
- (a) Providing guidance for Projects for Graduate Engineering Trainees,
- (b) Providing reverse training of faculty members at plant
- (c) ENVEA will assist BSACIST in building module curriculum
- (d) Sharing knowledge resources in terms of affiliate faculty from ENVEA
- (e) Provide Consultancy to BSACIST
- (f) Offer Internship for one month and Project for three months for the students
- (g) Offer Training at BSACIST for ENVEA employees
- (h) Placement for Students

## 3.0 SCOPE OF THE MoU

This MoU details the scope of collaboration and the terms and conditions, financial implications wherever applicable, intellectual property rights, responsibilities and obligations of ENVEA and BSACIST.

## 3.1 MoU Term

This MoU shall commence on **06<sup>th</sup> February 2023** and subject to the provisions of this MoU for its earlier termination, shall continue for a period of 1 year, The MoU shall be extended for further period, as may be mutually agreed by both parties.

  
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### 3.2 AREAS OF COLLABORATION

#### a) TRAINING FOR FACULTY MEMBERS OF BSACIST

To enable faculty members to have industrial exposure, ENVEA shall provide short duration training to BSACIST faculty. The time and duration of such training shall be decided by ENVEA

#### b) GUEST LECTURES / AFFLIATE FACULTY

With the objective of knowledge sharing for mutual benefit by both parties, ENVEA will deliver lectures for the benefit of the students and faculty members of BSACIST. Similarly the faculty members of BSACIST shall deliver lectures to ENVEA.

#### c) IMPLANT TRAINING / INTERNSHIP/ PROJECTS FOR STUDENTS

ENVEA shall offer implant / Internship / Projects for U.G and P.G students of BSACIST during the summer vacation period (Minimum for 5 students in a year).

#### d) CAMPUS RECRUITMENT

ENVEA shall consider the UG and PG students of BSACIST for placement with ENVEA depending upon their need, and suitability of students, wherever possible.

#### e) OTHER ACTIVITIES

ENVEA and BSACIST shall identify other relevant areas of interaction which may arise out of their needs in future through mutual consultation wherever possible. Wherever ENVEA and BSACIST jointly work on innovation, research projects and if it results in breakthrough innovations, both parties shall have equal right to the IPR – Intellectual Property Rights involved in the process / innovations. However, commercialization of IPR shall vest with ENVEA and sharing of benefits arising out of commercialization shall be mutually discussed and agreed upon, by both the parties, within one year after patent application admission @ IPAI by which time novelty value (tangible / intangible, real /notional all) would have been debriefed clearly part of the patent description document itself.

### 4.0 RELATIONSHIP BETWEEN THE PARTIES

Neither BSACIST nor ENVEA is or shall be an agent or legal representative or partner of the Other Party. Neither of the Parties shall be responsible for the debts incurred by the other or be bound by any contracts or representations made by the other or any obligations undertaken by the other. Neither of the

  
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Party shall be an employee or franchisee of the other nor does this MOU creates a joint venture or any similar relationship between them unless specifically agreed by both parties.

#### 5.0 MONITORING OF IMPLEMENTATION

5.1 A coordination committee shall be formed by both parties with two senior and experienced professionals nominated from ENVEA and two senior and experienced faculty members from BSACIST for planning, coordination and implementation of the various aspects of this MOU. The coordination committee shall also review progress of work periodically and identify new areas which will be beneficial to both parties.

5.2 Separate monitoring committee may be constituted by the coordination committee wherever necessary for specific tasks / projects identified in the area of collaboration in pursuance of this MOU.

#### 6.0 FINANCIAL ARRANGEMENT

6.1 The financial commitment and other terms and conditions for activities such as training, shall be worked out by B.S. Abdur Rahman Crescent Institute of Science and Technology and communicate to ENVEA. However, the coordination committee shall provide necessary assistance to arrive at mutually agreeable terms and conditions.

#### 7.0 CONFIDENTIALITY

7.1 Neither of the Parties shall, at any time, disclose to third party, any confidential information of the other Party, which is acquired pursuant to this Agreement without the prior written consent of the other Party.

7.2 This undertaking shall not apply to any information which:

- i. Is or comes into public domain; or
- ii. Is required or requested to be disclosed by either Party by law or by regulation or by any court of competent jurisdiction; provided Party required to disclose such information shall give advance notice of such disclosure to other Party and shall also render all support to the other Party in any action, as may be required, by such Party to protect its interest affected, if any, by reason of such disclosure; or
- iii. Is known by either Party before the date of entering into this Agreement; or
- iv. Becomes available to either Party from a person other than the other Party or which person is not bound by obligations of such confidentiality.

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06/02/2023

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N. M. P. S.

7.3 The Parties shall perform obligation pursuant to para 7.1, which shall survive for a period of 6 (six) months from the date of termination of this Agreement.

#### 8.0 GENERAL

8.1 This MOU may be terminated by either party by giving three months notice. Either party may terminate this MOU if either of the parties is not satisfied with the arrangement for reasons beyond their control for going ahead with the implementation of the provision of this MOU and such reasons beyond control continue for a period of six months. There shall be no liability on the part of any party to the other arising from the termination of this MOU provided that in case of this Agreement coming to an end by earlier termination as aforesaid the ongoing research projects & Testing and programs shall be completed as per the plan agreed by ENVEA and BSACIST and both Parties shall fulfill their respective obligations, as per this Agreement.

8.2 Neither party shall make any presentations pertaining to the other or its business or affairs, without the written consent and approval of other party.

8.3 Neither party shall disclose the existence, or the terms and conditions, of this MOU or any information connected with it or any information received from the other party or otherwise during the implementation of this MOU, or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MOU, or its subsequent amendments, if any.

#### 8.4 DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto each party shall appoint a designated officer to meet for the purpose of resolving the dispute. If no agreement is reached within a period of 60 days, it will be referred to a mutually agreed arbitrator.

The Arbitration and Conciliation Act, 1996 and the rules made there under or any statutory modification or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.

The Arbitration proceeding shall be in English language. The Venue of the arbitration proceeding shall be the office of the BSACIST or ENVEA in Chennai.

  
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N. K. P. S.

8.5 GOVERNING LAW AND JURISDICTION

This MOU shall be subject to and governed by the appropriate laws of India. The jurisdiction shall be competent court in Chennai only.

8.6 COMMUNICATION

All communication between the parties shall be in writing and in English, and will be served to respective registered addresses mentioned in this MOU. This MOU is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

In witness whereof the parties have signed this memorandum of understanding agreement on the 06/02/2023 first above mentioned.

For ENVEA India Pvt Ltd

For B.S.A. Crescent Institute of Science and Technology

*[Handwritten Signature]*  
06/02/2023.  
(Authorized Signatory)



*[Handwritten Signature]*  
(Authorized Signatory)  
**Dr. N. RAJA HUSSAIN**  
Professor  
Dr. N. Rajman  
**Crescent**  
Institute of Science & Technology  
Vandalur, Chennai - 600 045.

WITNESSES

Signature : *[Handwritten Signature]*  
Name : N. SUBASH  
Address : 26/3, Astalakshmi Apartments  
MG. Road, Adyar,  
Chennai - 600 041

Signature : *[Handwritten Signature]*  
Name : Dr. C. Tharini  
Address : Dean, School of  
Electrical &  
Communication Sciences  
BSACIST.