

उत्तर प्रदेश UTTAR PRADESH

FW 771549

## MEMORANDUM OF UNDERSTANDING ("MOU")

IITK FOUNDATION FOR ADVANCED CONTINUING EDUCATION & TRAINING AND SHRIMATHI DEVKUNVAR NANALAL BHATT VAISHNAV COLLEGE FOR WOMEN, CHENNAI-600044

This agreement by and between

IITK Foundation for Advanced Continuing Education & Training (hereinafter referred to as "IFACET") a company incorporated u/s 8 of the Companies act 2013 established by IITK in the year 2021, with its Registered Office at IME Building, Indian Institute of Technology, Kanpur- 208016 ("IFACET" which term shall, unless it be repugnant to the subject or context thereof, include its successors-in-interest and permitted assigns) of the One Part

AND

SHRIMATHI DEVKUNVAR NANALAL BHATT VAISHNAV COLLEGE FOR WOMEN, CHENNAI-600044

(IITK and SHRIMATHI DEVKUNVAR NANALAL BHATT VAISHNAV COLLEGE FOR WOMEN, CHENNAI-600044 together, the "Parties" and each, a "Party").





Ownership of any background intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) shall remain with the Party owning it.

Ownership of any intellectual property (including but not limited to confidential information, knowhow, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

## 10. Representations

Each Party will be responsible for its own negligence or willful misconduct for its performance as per law under this MOU. No Party will be liable to each other for any losses, damages, and/or any liabilities of any kind.

## 11. Force Majeure

Each Party shall be excused from performance of the MOU only to the extent that the performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for the delayed performance will promptly notify the other Party, in writing and will resume its performance as soon as performance is possible.

## 12. Governing Law and Venue

In case of any dispute, the same shall be referred to the Director, IIT Kanpur, and his decision in this regard will be final and binding on both parties.

IN WITNESS WHEREOF the Parties hereto have set their hands to this MOU on the Effective Date as mentioned above.

IFACET  Sd.   KANPUR  KANPUR  KANPUR  KANPUR	SHRIMATHI Devkunvar Nanalal Brast Vaishrav College for Women, Chennai-60/043  sd. R. Ceel-L. Chennai-44
B V Phani	Dr.R.Geetha
Director IFACET	Principal, SHRIMATHI Devkunvar Nanalal Bhatt Vaishnav College for Women
In the presence of: Witness: Name: Rayendra Pd. Tharbuyal	In the presence of: Witness: R. Radle