

LD DG 150609

12 MAY 2025 TAGORE COLLEGE OF
ARTS & SCIENCE

P. ஸாஸ்திரி (SV)
பெ. 1/213, 8வது தெரு, விடுதலை நகர்
சென்னை-600 129.
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed at Chennai on this 13th day of May, 2025

BETWEEN

Swadeshi Shodh Sansthan (hereinafter referred to as SSS), a not-for-profit organization and a Think Tank established for conducting research on matters of public importance, operating under the aegis of Swadeshi Swawalamban Nyas, having its head office at Pandit Deen Dayal Upadhyay Marg, ITO, New Delhi and having its Regional Chapter at No. 24/10, Western Apartments, Welcome Colony, Anna Nagar West Extension, Chennai - 600101, Tamilnadu, India, represented by its Regional Coordinator Ms. Mythili Parthasarathy, herein after referred to as **Party A** which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns

AND

Tagore College of Arts and Science, hereinafter referred to as "TCAS" or as **Party B**; a self-financing college with disciplines in Arts and Science, affiliated to University of Madras and having its campus at Chrompet, Chennai - 44, Tamil Nadu, India; being represented by its Principal Dr.(Mrs.) R.SANTHI.

For Swadeshi Shodh Sansthan - Tamilnadu Chapter

P. Mythili
Authorized Signatory

R. Santhi
Dr. (Mrs) R.SANTHI, M.Sc., B.Ed., PG.D.H.M., Ph.D.,
Member - Senate, University of Madras
Principal, Tagore College of Arts & Science
Chrompet, Chennai - 600 044

Party A and B shall be collectively referred to as 'the Parties'

WHEREAS

SSS is an institution, which works under the aegis of Swadeshi Swawalamban Nyas Trust New Delhi and is dedicated towards raising awareness about Indian Knowledge Systems, conducting research, promoting Swadeshi principles essential for the growth and progress of India.

TCAS is a Self Financing College, having its campus at Chrompet, Chennai, Tamil Nadu, India.

NOW, THEREFORE, the Parties hereby agree as follows:

OBJECTIVE OF THE MOU

The Objective of this Memorandum of Understanding is to forge a joint collaboration and formal basis for initiating interaction between Party A and Party B in the spirit of cooperation in mutually beneficial areas.

SCOPE OF THE MOU

Party A and B agree to conduct meetings, workshops, seminars, etc. in joint collaboration in mutually beneficial areas.

The Parties are entering into this MOU to pursue their common mutual interests through collaborative activities among academics, learners, researchers, and social experts / activists for research and extending to the following subjects, subject to the undermentioned terms and conditions:

ACTIVITIES

This MOU is primarily focused on fostering academic research among academicians, learners, researchers, and social experts / activists for research extending to the areas of raising awareness about Indian Knowledge Systems; conducting research to promote Swadeshi principles essential for the growth and progress of India. Such research activities could be in the form of, but not limited to,

Organizing conferences / seminars / conventions / symposiums / plenary sessions / panel discussions, etc., focused on academic, and co-curricular activities of Party B;

Organizing lecture series for the students of Party B;

Jointly conducting research on topics that focus broadly on the Swadeshi principles essential for the growth and progress of India;

Guiding and mentoring the students of Party B as part of their research projects / assignments / thesis / internships leading to their skill development, employment, and self-reliance;

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- Jointly applying / participating in research funding opportunities;
- Facilitating publication of research outcomes from such activities in various outlets including the SSS newsletter / magazine;
- Mentoring and guiding students of Party B in their entrepreneurial journey, if any of them are interested in pursuing it;
- Cooperating in other areas of mutual interest.

EFFECTIVE DATES AND AMENDMENT

This MOU shall take effect on the date of signing of this MOU and shall remain in force initially for a period of 1 year from that date unless terminated earlier. No party may assign or transfer all or any portion of this MOU without the prior written consent of the other party.

A joint evaluation of the MOU will be initiated by the designated representatives after six (6) months of signing this MOU. Following the evaluation, the MOU may be renewed and extended for an additional period of five (5) year.

The provisions of this MOU can only be amended or waived by mutual written consent of both the Parties.

TERMINATION

Either Party may terminate this MOU at any time and for any reason by giving ninety (90) days prior written notice to the other Party, except where either party has entered into any agreement on the basis of this MoU with any third party.

In the event of any one of the parties failing to perform any of its obligations under this MoU, the parties shall have the right to terminate this MoU and consequently any related agreement(s) with immediate effect, by a written notice at any time; provided however, in case of such termination, the clauses relating to termination in the agreement(s) with third parties shall prevail and supersede any termination clause in this agreement.

Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise mutually agreed in writing.

NON-DISCRIMINATION

The parties agree not to discriminate anyone on the basis of religion, race, creed, nationality or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part

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of this Agreement is determined to violate central, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith, revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement within thirty (30) days with prior written notice to the other party.

CONFIDENTIALITY MAINTENANCE:

During the term of this MOU, each party may disclose to the other, information relating to its operations including information concerning its structure, information related to incubates, their activities, existing and proposed contracts, products information, technical information and specifications, products and materials prices and costs, managerial and financial strategies, the identities of actual and target audience, employee agreements, employee reward schemes and the identities of present or proposed employees, information related to research and development, trade secrets, etc., which is not known to the receiving party or which is not available in the public domain ("Confidential Information").

The parties intend that each of them shall, at all times throughout the discussions and negotiations, and thereafter until this MoU has been terminated or superseded by a subsequent written agreement, maintain the confidentiality of the Confidential Information for the purposes of protecting their respective interests in the Confidential Information and to advance the prospect of them concluding a mutually satisfactory commercial agreement contemplated by these recitals

OPERATIVE PROVISIONS OF CONFIDENTIALITY MAINTENANCE:

1. Each party shall keep the Confidential Information confidential and shall not disclose it or make it available directly or indirectly to any third party in any form or medium whatsoever, without the express written consent of the other party.
2. Each party acknowledges that the Confidential Information is sensitive and valuable and that any unauthorized disclosure or use of it could give rise to considerable damage to the other party.
3. The Parties agree not to use or exploit the Confidential Information for any purpose other than that for which it was disclosed without the express written consent of the other party.
4. Neither party shall permit any employee, agent or subcontractor of that party to have access to the Confidential Information until such time as that employee, agent or subcontractor shall have entered into a confidentiality agreement with the disclosing party in a form approved by the disclosing party.

P. J. [Signature]

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5. Each party shall immediately notify the other party of any information which comes to its attention regarding any actual or potential unauthorized disclosure or use of the Confidential Information. Each party shall co-operate with the other party in any investigation, prosecution, litigation or other action taken regarding the subject of any such information.

6. In the event of any actual or alleged unauthorized disclosure of Confidential Information by any future, existing or former employee, agent or subcontractor of any party, that party shall enforce its rights to injunctive or other relief to the fullest extent possible or, if requested by the other party, assign such rights to the other party. Each party shall reasonably assist the other party in enforcing those rights.

7. Upon termination or completion of the discussions and negotiations, each party shall deliver to the other party, any Confidential Information in that party's possession or control, which is capable of delivery. Each party shall delete, erase or otherwise destroy any Confidential Information contained in any computer memory, magnetic, optical, laser, electronic or other recording media in its possession or control which is not capable of delivery to the other party.

8. Each party shall protect the Confidential Information from unauthorized access or use. Neither party shall be obliged to provide access to its computer or other business systems unless and until the other party satisfies it that the method of proposed access provides sufficient security and safety procedures. Any consent, whether oral or written, by one party to the other party regarding access may be confidential and may be withdrawn at any time without the necessity of giving any reason therefore.

9. Each party shall comply with all the other party's security and safety procedures and will permit and co-operate with any additional security or safety procedures, which either party may wish to impose.

USE OF NAME AND INTELLECTUAL PROPERTY RIGHTS

Neither Party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. From the date of execution of this MOU, both parties will co-brand for all their joint initiatives listed above. Any unauthorized use of the intellectual property of one party by another will amount to infringement of such intellectual property rights and the party infringing the said rights shall be liable for all cost and consequences arising out of such infringement.

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The parties agree that any intellectual property, which is jointly developed through activities covered under this MOU, cannot be used by any party without the prior consent of all other parties and shall be registered in their joint names. The terms and conditions governing such newly generated intellectual property rights shall be defined by the parties by a separate MOU.

INDEMNIFICATION

Either Party shall indemnify, defend and hold harmless the other Party & its affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any Third Party claims, demands, loss, damage or expenses (including reasonable counsel fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying party, its personnel or agents during the course of the arrangement under this MoU.

PROPERTY REPRESENTATIONS AND WARRANTIES.

Both parties represents and warrants (i) that both parties have no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with both parties undertaking this relationship, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) both the parties will not use in the performance of their responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that both parties have not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

DAMAGES

Wherever any damage is caused by any Party to the other party, The Party causing the damage shall indemnify the other party from all monetary and other losses.

FORCE MAJEURE

In the event, one of the parties is unable to complete the Program due to causes beyond the control of the institution, including, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond reasonable control, both parties will come to mutual terms in finding an alternate solution to the Program.

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SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

GOVERNING LAWS

The parties agree that the laws of India and the State laws of Tamil Nadu shall be the governing laws and the courts in Chennai alone shall have the exclusive jurisdiction to settle disputes between the parties.

DISPUTE RESOLUTION

The Parties shall take all efforts in good faith to first resolve internally any dispute under this MoU by escalating it to higher levels of management of the respective Parties. If this dispute resolution mechanism fails then the dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this MoU, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, shall be governed and determined in accordance with the dispute resolution procedures provided below:

- (a) If the Parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such dispute and difference, either Party may require that the dispute be referred for resolution in accordance with the Indian Arbitration and Conciliation Act of 1996. The Arbitral Tribunal shall consist of a single Arbitrator to be mutually agreed to by the parties.
- (b) The place for dispute resolution shall be Chennai, India.
- (c) The cost of such arbitration will be shared equally between the Parties.

NOTICES

Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent by prepaid telex, cable or facsimile transmission, or sent by postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telex, cable or transmitted, or if mailed, five (5) days after the notice is

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delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party. The address for notices shall be as follows:

Party A:

Swadeshi Shodh Sansthan – Tamilnadu Regional Chapter No. 24/10, Western Apartments, Welcome Colony, Anna Nagar West Extension, Chennai, Tamil Nadu, 600101, Tamilnadu, India

Party B:

Tagore College of Arts and Science, Chrompet, Chennai -44, Tamil Nadu, India

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day, month and year first written above.


For Swadeshi Shodh Sansthan - Tamilnadu Chapter
On behalf of Party A

By : 
Name: Mythili Parthasarathy
Authorised Signatory

Title : Regional Coordinator

Date : 13th May, 2025

Witness:

Vaidyanathan. C


On behalf of Party B


By : 

Name : Dr.(Mrs.) R.SANTHI

Title : Principal, TCAS

Date : 13th May, 2025

Witness:


(N-ISAKKAR JAYABHARATHI)