

ಪ್ರೊ. ಎಸ್.ಸಿ. ಶರ್ಮ  
ನಿರ್ದೇಶಕರು  
ಪ್ರೊ. ಎಸ್.ಸಿ. ಶರ್ಮ  
ನಿರ್ದೇಶಕ  
Prof. S.C. Sharma  
Director



ರಾಷ್ಟ್ರೀಯ ಮೌಲ್ಯಾಂಕನ ಮತ್ತು ಮಾನ್ಯತಾ ಪರಿಷತ್ತು  
ವಿಶ್ವವಿದ್ಯಾಲಯ ಅನುದಾನ ಆಯೋಗದ ಸ್ವಾಯತ್ತ ಸಂಸ್ಥೆ  
राष्ट्रीय मूल्यांकन एवं प्रत्यायन परिषद  
विश्वविद्यालय अनुदान आयोग का स्वायत्त संस्थान  
NATIONAL ASSESSMENT AND ACCREDITATION COUNCIL  
An Autonomous Institution of the University Grants Commission

NAAC/Seminar/LG /2022/108

04<sup>th</sup> October 2022

The Vice Chancellor

VELS Institute of Science, Technology and  
Advanced Studies (VISTAS) (Deemed University)  
Velan Nagar, P.V.Vaithiyalingam Road,  
Pallavaram, Chennai – 600117, Tamil Nadu

Respected Sir/Madam,

Greetings from NAAC.

This is with reference to your proposal seeking NAAC financial assistance/academic support for organizing state/national level workshop/seminar/conference in your institution on the topic **Instigating Innovation and Technology in teaching practices through IQAC**. After due consideration your proposal has been accepted for financial assistance of **Rs.30,000/-** (Rupees Thirty-Thousand only). The balance amount required to organize this activity may kindly be mobilized at your end. The financial assistance is subject to the adherence to the enclosed procedures for release of sanctioned grants and settlement of the same. NAAC appreciates the initiative taken by your institution and hope that the institution will continue to strive for quality and excellence in Higher Education.

The seminar/workshop has to be conducted on the scheduled date(s) as mentioned in the seminar proposals sent to NAAC. In case of any change in scheduled date the institution should get an approval from respective regional coordinator of NAAC for the same. The claims have to be received by NAAC **on or before a month after seminar/workshop**. In case of any delay in submission of the claims the reimbursement will not be made and NAAC will not be liable for the expenditure incurred.

Yours sincerely,

(Prof. S.C.Sharma)

Encl: a/a

Cc: Southern Region Coordinator

(Dr. M. S. Shyamasundar, Adviser, NAAC; [mssnaac@gmail.com](mailto:mssnaac@gmail.com))

Member Convener, Seminar Committee, NAAC.

Dr. Leena Gahane, Deputy Adviser, NAAC; [leenagahane.naac@gmail.com](mailto:leenagahane.naac@gmail.com)



सूचना का  
अधिकार  
RIGHT TO  
INFORMATION

दूरभाष/TEL : 26962819, 26567373  
(EPABX) : 26565694, 26562133  
: 26565687, 26562144  
: 26562134, 26562122  
फैक्स/FAX : 26960629, 26529745  
Website : <http://www.dsir.gov.in>  
(आईएसओ 9001:2008 प्रमाणित विभाग)  
(AN ISO 9001:2008 CERTIFIED DEPARTMENT)



सत्यमेव जयते

भारत सरकार  
विज्ञान और प्रौद्योगिकी मंत्रालय  
वैज्ञानिक और औद्योगिक अनुसंधान विभाग  
टेक्नोलॉजी भवन, नया महरौली मार्ग,  
नई दिल्ली - 110016  
GOVERNMENT OF INDIA  
MINISTRY OF SCIENCE AND TECHNOLOGY  
Department of Scientific and Industrial Research  
Technology Bhavan, New Mehrauli Road,  
New Delhi - 110016



F.No. 11/609/2013-TU-V

Date: 28<sup>th</sup> April 2022

The Chairman

**Vels Institute of Science, Technology and Advanced Studies (VISTAS),**  
Velan Nagar, P.V. Vaithiyalingam Road,  
Pallavaram,  
Chennai – 600117, Tamil Nadu

**Subject :** Registration of Research Institution, other than a Hospital, for the purpose of availing Customs duty exemption in terms of Government Notifications No. 51/96-Customs dated 23.07.1996; No. 24/2007-Customs dated 01.03.2007; No. 43/2017-Customs dated 30.06.2017; No. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017; No. 9/2018-Central Tax (Rate), No. 09/2018-Union Territory Tax (Rate) & No. 10/2018-Integrated Tax (Rate) dated 25.01.2018; and State Tax (Rate) as applicable and all notification, as amended from time to time.

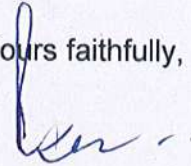
### CERTIFICATE OF REGISTRATION

This is to certify that **Vels Institute of Science, Technology and Advanced Studies (VISTAS), Chennai, Tamil Nadu** is registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs duty exemption in terms of Government Notifications No. 51/96-Customs dated 23.07.1996; No. 24/2007-Customs dated 01.03.2007; No. 43/2017-Customs dated 30.06.2017; No. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017; No. 9/2018-Central Tax (Rate), No. 09/2018-Union Territory Tax (Rate) & No. 10/2018-Integrated Tax (Rate) dated 25.01.2018; and State Tax (Rate) as applicable and all notification, as amended from time to time. The Registration is subject to terms and conditions mentioned overleaf.

This Registration is valid upto **31.03.2025**.

Please acknowledge the receipt.

Yours faithfully,

  
(Dr. P.K. Dutta)  
Scientist - 'F'

**TERMS AND CONDITIONS FOR REGISTRATION OF  
SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATIONS (SIROs)**

1. The registration would be valid for the period specified in the Registration letter. The renewal of registration shall be made as and when the renewal of recognition as Scientific and Industrial Research Organization (SIROs) is granted.
2. The registration will entitle the Scientific and Industrial Research Organization to avail of customs duty exemption on the import of equipment, instruments, spares thereof, consumables, etc. during the period of recognition and subject to relevant Government policies in force from time to time.
3. The registration of the Scientific and Industrial Research Organization by Department of Scientific and Industrial Research (DSIR) does not amount to granting of Customs duty/Integrated/Central/Union Territory (UT) Tax/State Tax (Rate) exemption. The exemption part may be dealt separately with the appropriate Authorities. The SIROs should abide by the terms & conditions of the Customs/Integrated/Central/Union Territory (UT) Tax/State Tax (Rate) notifications issued/amended from time to time.
4. In case of disposal/sale of R&D equipment, clearance from Custom/ Integrated/ Central/ Union Territory (UT) Tax/State Tax (Rate) authorities will also be required in view of the applicable notifications under which the equipment was imported/ purchased in India.
5. List of the equipment, instruments, accessories, parts and consumables imported by the Scientific and Industrial Research Organization shall be furnished to Department annually along with the Annual Report.



सूचना का  
अधिकार  
RIGHT TO  
INFORMATION

दूरभाष/TEL : 26962819, 26567373  
(EPABX) : 26565694, 26562133  
: 26565687, 26562144  
: 26562134, 26562122  
फैक्स/FAX : 26960629, 26529745  
Website : http://www.dsir.gov.in  
(आईएसओ 9001:2008 प्रमाणित विभाग)  
(AN ISO 9001:2008 CERTIFIED DEPARTMENT)



सत्यमेव जयते

भारत सरकार  
विज्ञान और प्रौद्योगिकी मंत्रालय  
वैज्ञानिक और औद्योगिक अनुसंधान विभाग  
टेक्नोलॉजी भवन, नया महरौली मार्ग,  
नई दिल्ली - 110016  
GOVERNMENT OF INDIA  
MINISTRY OF SCIENCE AND TECHNOLOGY  
Department of Scientific and Industrial Research  
Technology Bhavan, New Mehrauli Road,  
New Delhi - 110016



F.No. 11/609/2013-TU-V

Date: 28<sup>th</sup> April 2022

The Chairman

**Vels Institute of Science, Technology and Advanced Studies (VISTAS),**  
Velan Nagar, P.V. Vaithiyalingam Road,  
Pallavaram,  
Chennai – 600117, Tamil Nadu

**Subject: Renewal of Recognition of Scientific and Industrial Research Organisations (SIROs).**

Dear Sir,

This has reference to your application for renewal of recognition of **Vels Institute of Science, Technology and Advanced Studies (VISTAS), Chennai, Tamil Nadu** as a Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research under the Scheme on Recognition of Scientific and Industrial Research Organisations (SIROs), 1988.

2. This is to inform you that it has been decided to accord renewal of recognition to **Vels Institute of Science, Technology and Advanced Studies (VISTAS), Chennai, Tamil Nadu from 01.04.2022 to 31.03.2025.** The recognition is subject to terms and conditions mentioned overleaf.

3. Receipt of this letter may kindly be acknowledged.

Yours faithfully,

(Dr. P.K. Dutta)  
Scientist - 'F'

## **TERMS AND CONDITIONS FOR RECOGNITION OF SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATIONS (SIROs)**

1. The organizations should acknowledge receipt of the recognition letter by stating that they will abide by the terms and conditions of recognition.
2. The recognition will entitle the SIRO to receive such administrative support from the DSIR, Ministry of Science & Technology as may be required on issue to promote or encourage scientific research activities.
3. SIROs recognized by DSIR are also deemed to be registered. A separate certificate of registration\*\* is issued along with the recognition letter. The recognition would be valid for the period specified in the recognition letter and application for renewal of recognition shall be submitted in the prescribed proforma at least 3 months before the expiry of the valid recognition. Failure to submit application in time may lead to automatic lapsing of the recognition & registration.  
*\*\*However, the certificate of registration is not issued to SIROs engaged in activities falling within the definition of 'hospital' as per notification No. 51/96-Cus. Dt. 23.07.1996 issued by the Department of Revenue.*
4. The recognition of DSIR does not amount to approval u/s 35(1)(ii)/(iii) of Income Tax Act, 1961.
5. The registration will entitle the SIROs to avail of custom duty exemption on purchase of equipment, instruments, spares thereof, consumables, etc. used for research and development subject to relevant Government policies in force from time to time. Custom duty exemption has to be separately dealt with the customs authorities. The SIROs should abide by the terms & conditions of the customs notifications issued/amended from time to time.
6. Separate books of accounts shall be maintained by the SIRO for research & development activities and the R&D expenditure, both capital and recurring should be reflected the Annual Report and Statement of Accounts of the Organization in separate schedules.
7. Disposal/sale of equipment and products/prototypes/intermediates, if any, emanating from the R&D/pilot plant, should be intimated to DSIR immediately. The realization, if any, from above or any services rendered etc. shall be shown in the R&D accounts of the organization as income of the SIRO in the audited accounts as well as annual report and should be used or reinvested for research activities only. In case of disposal/sale of R&D equipment, clearance from custom authorities will also be required in view of the applicable notifications under which the equipment was imported/purchased in India.
8. Accelerated depreciation allowance as per Rule 5(2) of Income Tax Rules 1962 will be available on investments on plant & machinery by any industrial unit which has made these investments for the purpose of commercialization of technology/know-how acquired from a SIRO recognition by DSIR.
9. Brief summary of the achievements of the organization shall be submitted to the DSIR every year. This should include details related to papers published, patents obtained and process developed, new products introduced, awards & prizes received, copy of Annual Report and Statement of Accounts of the organization etc. List of equipment, instruments, parts and consumables imported/purchased using the duty exemption should also be submitted to DSIR along with the Annual Report.
10. Any violation of the terms & conditions mentioned above and / or provisions of taxation in force will make the organization liable to de-recognition.
11. The organization will also conform to such other conditions for recognition stipulated in the Guidelines or as may be specifically provided in the recognition letter.

\*\*\*\*\*



தமிழ்நாடு அறிவியல் தொழில்நுட்ப மன்றம்  
TAMIL NADU STATE COUNCIL FOR SCIENCE AND TECHNOLOGY

(Established by Government of Tamilnadu)

Directorate of Technical Education Campus, Chennai - 600 025

Phone : 044 - 2230 1428

Web : www.tanscst.nic.in

Telefax : 044 - 2230 1552

E-mail : ms.tanscst@nic.in/enquiry.tanscst@nic.in

**DR. R. SRINIVASAN**, M.Sc., Ph.D., F.I.C.S., M.A.C.S. (USA).  
Member Secretary

Letter No. :TNSCST/PIC/2021

06/05/2021

To

Dr. R. A. Kalaivani

Co-ordinator, IPR Cell

Director, School of Basic Sciences

Vels Institute of Science, Technology and Advanced Studies

Pallavaram, Chennai- 600117.

Madam,

Sub: PIC-TNSCST\_ URGENT \_ IP filing activities of IPR cell in Institution - reg.

Greetings from Tamil Nadu State Council for Science and Technology.

Patent Information Centre of TNSCST has established IPR cell in your institution for promoting awareness on IPR and to provide region-wise facilitation for IP filings.

In this regard, you are hereby requested to provide the details of IP filing activities by the IPR cell in your institute in the last five years (F.Y.2016-17 - F.Y. 2020-21) in the specified format attached herewith, which is to be sent to get further support from Technology Information, Forecasting and Assessment Council (TIFAC), Department of Science & Technology, Government of India, New Delhi. The soft copy of the same has to be sent in word format immediately.

  
Member Secretary

Copy to: The Vice Chancellor  
University of Madras,  
Guindy Campus, Chennai - 25. - for information

विकास आयुक्त का कार्यालय  
(सूक्ष्म, लघु एवं मध्यम उद्यम)  
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय  
(भारत सरकार)

निर्माण भवन, सालवी मंजिल, मौलाना आजाद रोड,  
नई दिल्ली-110 108



OFFICE OF THE DEVELOPMENT COMMISSIONER  
(MICRO, SMALL & MEDIUM ENTERPRISES)  
MINISTRY OF MICRO, SMALL & MEDIUM ENTERPRISES  
GOVERNMENT OF INDIA

Nirman Bhawan, 7<sup>th</sup> Floor, Maulana Azad Road,  
New Delhi-110 108

Ph. EPAX-23063800, 23063802, 23063803, 23063804, 23063805 & 23063806

Vels Institute of Science, Technology and Advanced Studies

Sir,

The proposal submitted by your institute for its recognition as Host Institute for implementation of the scheme 'Support for Entrepreneurial and Managerial Development of MSMEs through Incubator' has been considered & approved during Meeting of PMAC held on 25/03/2021 at New Delhi.

In view of the above you are requested to upload Undertaking duly signed and stamped as per proforma ([attached](#)). Only after that, your institute will become eligible to submit new innovative ideas for getting financial support under the scheme as per guidelines.

Download Undertaking for Utilization of Funds proforma [click here](#)

Yours faithfully,

(Vishamra Mishra)  
Director (Technical and Projects)  
E-mail: [incubator-meme@gov.in](mailto:incubator-meme@gov.in)



Ph. EPAX-23063800, 23063802, 23063803, 23063804, 23063805 & 23063806

F. No. 3(10)/ Inc/ 7<sup>th</sup> PMAC/ 2020-21

Dated: 06.04.2021

Subject: Minutes of 7<sup>th</sup> Project Monitoring & Advisory Committee (PMAC) meeting of the scheme "Support for Entrepreneurial and Managerial Development of MSMEs through Incubators" under CLCS-TUS-Reg.

I am directed to forward a copy of the minutes of 7<sup>th</sup> Project & Monitoring Advisory Committee (PMAC) meeting of the scheme "Support for Entrepreneurial and Managerial Development of MSMEs through Incubators" under CLCS-TUS held on 25.03.2021 (Through Video Conference) at Nirman Bhawan, New Delhi under the Chairmanship of Additional Secretary and Development Commissioner (MSME) for kind information and further necessary action as per the decision taken in the meeting.

Encl: As Above

(V. Ramakrishnan)

Dy. Director

Email: [ramakrishnan.v@gov.in](mailto:ramakrishnan.v@gov.in)

To:

1. Joint Secretary (AFI), M/o MSME, Nirman Bhawan, New Delhi 110011, Ph: 011-23062241 E-mail : [js.afi-msme@gov.in](mailto:js.afi-msme@gov.in)
2. Joint Secretary, DPIIT, Room No. 157, Ministry of Commerce & Industries, Udyog Bhawan, New Delhi 110011 Ph 011 – 23061815, Email: [secy-ipp@nic.in](mailto:secy-ipp@nic.in) With a request to nominate an officer.
3. Economic Advisor (IFW), Ministry of MSME, Udyog Bhawan, New Delhi 110011, Ph:011-23063433 E-mail: [rajib.sen@nic.in](mailto:rajib.sen@nic.in)
4. Director ( Sh. Vinamra Mishra), M/o MSME, Udyog Bhawan, New Delhi 110011 Ph: 011-23063198 E-mail: [vinamra.mishra@gov.in](mailto:vinamra.mishra@gov.in)
5. Director (Ms Ashwini Lal), (DI), O/o DC(MSME), Nirman Bhawan, New Delhi 110011 Ph: 011-23060536 E-mail: [ashwini.lal@nic.in](mailto:ashwini.lal@nic.in)
6. Shri. Shubendu, Director, NIC , O/o DC(MSME), Nirman Bhawan, New Delhi 110011 Ph. 011-23061158 E-mail [shub@nic.in](mailto:shub@nic.in)
7. Representative of DST, Department of Science & Technology, Technology Bhavan, Mehrauli Road, New Delhi, -110016 Ph: 011-26510068, E-mail: [dstsec@nic.in](mailto:dstsec@nic.in)
8. R. Panneerselvam, In-Charge, NMIU Secretariat, PPDC Agra, Foundry agar, Agra - 282006 Ph:9760547805, E-mail: [paselvam@gmail.com](mailto:paselvam@gmail.com)
9. Ms. Sushma Morthania, India SME Forum, 404, Durga Chambers, Near Hard Rock Café, Veena Indl. Estate, Veera Desai Road, ANDHERI (W), MUMBAI – 400053 Ph: 9821083210, E-mail: [sushma@indiasmeforum.org](mailto:sushma@indiasmeforum.org)
10. Sh. Ashish Khare, Mygov, 30 15, MeitY, Electronics Niketan, 6 CGO Complex, Lodhi Road New Delhi, Ph : 9820690796, E-mail: [ashish.khare@mygov.in](mailto:ashish.khare@mygov.in)
11. Shri Chaman Lal Dhanda, Project Director, MSME INNO, Gil, B 5/1, Safdurjung Enclave, New Delhi Delhi-II 0029. E-mail: [chaman-lal.dhanda@giz.de](mailto:chaman-lal.dhanda@giz.de)
12. Shri. Shankar, Coordinator, Expert evaluation committee, Gil B 5/1, Safdurjung Enclave, New Delhi-II 0029. E-mail [shankar.kumar@giz.de](mailto:shankar.kumar@giz.de)

Copy To:

1. PS to AS & DC (MSME)



**Minutes of the 7<sup>th</sup> Meeting of Project Monitoring & Advisory Committee (PMAC) for Implementation of Scheme "Entrepreneurial and Managerial Development of MSMEs through Incubators" Under CLCS-TUS.**

In Chair : Additional Secretary & Development Commissioner (MSME)  
Date : 25.03.2020  
Venue : Nirman Bhawan, New Delhi (through Video Conferencing)

List of participants is annexed at **Annexure -I**

Sh. Ateesh Kumar Singh, Joint Secretary (AFI), M/o MSME and Vice Chairman of the Committee welcomed AS& DC (MSME) who is the Chairman and other members of the committee. Then, he briefed about the scheme and the details of the applications received in My MSME portal from the institutions for approval as Host Institutes under the scheme so that they are eligible to upload the ideas whenever the portal is opened for the same in future. 195 no. of applications received from institutions which were taken up for consideration and approval.

Thereafter, Sh. Vinamra Mishra, Director (T&P) and Member Secretary explained point wise agenda items for the discussion during the meeting.

Sh D. K Singh, AS&DC (MSME)/Chairman, expressed in his initial remarks that during next financial year Regional Committees headed by IITs / IIMs may be formed at the regional level to scrutinize the ideas received from the Host institutes and submit the shortlisted ideas to the PMAC for final approval. It would help in faster short listing of the ideas.

Agenda Item No. 1

Committee approved in principle 147 Institutes as Host Institutes subject to condition that all the requisite documents under the scheme need to be completed by them. These institutes were duly recommended/forwarded by the Implementing Agencies (MSME DI / MSME TC) after due diligence. Every HI is supposed to have its independent status. The funds under the scheme shall be released only in the name of the Host Institute and **not to trust or group of institutions**. All requisite tax documents and audit reports need to be submitted by them as and when requested by this office.

The details of the in principally approved Host Institutes are given below:

Sl. No.	Reference No	Institute Name	Decision
1	HIBIGJ001063	Adani Institute of Infrastructure Engineering, Gujarat	Approved in principle
2	HIBITN000944	Adhiyamaan College of Engineering, Tamil Nadu	Approved in principle
3	HIBIKL000994	Adi Shankara Institute of Engineering And Technologyk, Kerala	Approved in principle
4	HIBIAP000247	Aditya Institute of Technology And Management, Andhra Pradesh	Approved in principle

श्री. रामकृष्णन / V. RAMAKRISHNAN

उप निदेशक / Dy. Director

भारत सरकार / Govt. of India

सूक्ष्म, लघु एवं मध्यम उद्यम संशोधन

Ministry of Micro, Small & Medium Enterprises

विकास विभाग (ए. ए. ए. ए. ए.) का कार्यालय

Office of the Dy. Director (MSME)

निर्माण भवन, नई दिल्ली-110028 / Nirman Bhawan, New Delhi-110028

133	HIBIMH001615	Suryodaya College of Engineering and Technology, Maharashtra	Approved in principle
134	HIBIOD000669	Synergy Institute of Technology, Odisha	Approved in principle
135	HIBIWB000866	Techno International Batanagar, West Bengal	Approved in principle
136	HIBIAP000389	universal college of engineering and technology, Andhra Pradesh	Approved in principle
137	HIBIHR000399	University Institute of Engineering and Technology Kurukshetra University, Kurukshetra, Haryana	Approved in principle
138	HIBIUK000710	University Of Petroleum And Energy Studies, Uttarakhand	Approved in principle
139	HIBIUP000623	UP Institute of Design Noida, Uttar Pradesh	Approved in principle
140	HIBITN000715	Velammal Institute of Technology, Tamil Nadu	Approved in principle
141	HIBITN001082	Vels Institute of Science, Technology and Advanced Studies , Tamil Nadu	Approved in principle
142	HIBIAP000159	VEMU Institute of Technology, Andhra Pradesh	Approved in principle
143	HIBIAP000856	Vignan Pharmacy College, Andhra Pradesh	Approved in principle
144	HIBIKR001803	Vijnan Foundation For Innovation Research In Science And Technology, Karnataka	Approved in principle
145	HIBIKR000857	Yenepoya Deemed to be University , Karnataka	Approved in principle
146	HIBIMH000011	Dktes Textile And Engineering Institute, Ichalkaranji, Maharashtra	Approved in principle
147	HIBIOD001188	Institute Of Pharmacy & Technology Salipur, Odisha	Approved in principle

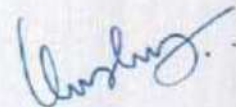
## Agenda Item No. 2

Tripura University has requested for change in name of student in a project which is already approved in the 6<sup>th</sup> PMAC. The committee approved change of name to Ms. Mandakini Gogoi instead of Sh. Ajay Modak for the idea no. 1947 as requested.

The committee also approved for dropping the Idea No. 1347 as requested by the Tripura University which was approved in the 6th PMAC as the incubate is not able to arrange the incubatee share.

The meeting ended with vote of thanks to chair.

\*\*\*\*\*



श्री. रामकृष्णन / V. RAMAKRISHNAN  
उप निदेशक / Dy. Director  
भारत सरकार / Govt. of India  
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय  
Ministry of Micro, Small & Medium Enterprises  
निकास आयोग (ए. ए. ए. म. उद्यम) का कार्यालय  
Office of the Dy. Commr. (MSME)  
निर्वास भवन, आई इस्टी-110108 / Nirwas Bhawan, New Delhi-110108



**AICTE TRAINING AND LEARNING (ATAL) ACADEMY (ONLINE FDP)**

**F. No. 01-App No.1615782847/AICTE/ATAL-HQ/2020-21/698**

**Date: 16th August, 2021**

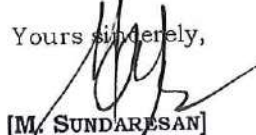
To  
Dr. M Chandrasekaran  
Coordinator for ATAL Online FDP,  
Vels Institute of Science Tech. and Advanced Studies  
Velan nagar, P.V. Vaithiyalingam, Pallavaram  
Chennai  
TAMIL NADU

**Sub: Release of a sum of Rs 93,000 /- [Rupees Ninety three thousand only] for AICTE Training and Learning (ATAL) Academy programme Online FDP.**

Sir,

With reference to e-mail received from ATAL Academy Cell, AICTE, New Delhi and in continuation to this office letter of even number dated 4th June, 2021 and to state that the date for conduct of ATAL Online FDP in the Sanction Order **[Para-1]** may be read as **27.09.2021-01.10.2021** **instead of 07.06.2021-11.06.2021** as approved by ATAL Academy Cell, AICTE, New Delhi. All the other content mentioned in the earlier letter remains same.

Yours sincerely,

  
[M. SUNDARESAN]  
REGIONAL OFFICER  
AICTE, SRO, CHENNAI

PM  
16/8/2021

Copy forwarded for information and necessary action to: -

1. Registrar, Vels Institute of Science Tech. and Advanced Studies, Velan nagar, P.V. Vaithiyalingam, Pallavaram, Chennai .....for information.
2. ATAL Academy Cell AICTE HQ
3. Guard File.

## AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is made on 26-May-2020

**BETWEEN** VICTORIA UNIVERSITY a body politic and corporate pursuant to the  
(VU) *Victoria University Act 2010* of Ballarat Road, Footscray, Victoria  
ABN 83 776 954 731

**AND** VELS INSTITUTE OF SCIENCE, TECHNOLOGY & ADVANCED STUDIES (VISTAS)  
(Organisation)

Velan Nagar, P.V. Vaithiyalingam Road, Pallavaram, Chennai - 600 117, Tamilnadu,  
India

### BACKGROUND:

- A. SAP is enterprise software to manage business operations and customer relations
- B. The Organisation provides SAP training.
- C. The Organisation requires the provision of the services described in item 1 of Schedule A (**Services**).
- D. VU has agreed to provide the Services in accordance with the terms of this agreement.

### AGREED:

#### 1. SERVICES

- 1.1 VU will provide the Services in the manner specified in this agreement, with due care, skill and judgment, during the Term set out in item 5 of Schedule A.

#### 2. CONTRACT MANAGERS

- 2.1 Each party appoints the person listed as Contract Manager in item 4 of Schedule A as its authorised representative in respect of this agreement. The Contract Managers will manage and administer this agreement on behalf of the party he or she is representing and has the authority to give and receive notices.

#### 3. FEES

- 3.1 The Organisation will pay VU the fees specified in item 2 of Schedule A (**Fees**) (plus any applicable GST) in return for VU providing the Services.
- 3.2 The Organisation is responsible for, and must pay, all taxes, duties and other government charges imposed or levied in connection with the Services or this agreement. The Organisation indemnifies VU from and against all such taxes, duties and other government charges.

#### 4. ORGANISATION'S RESPONSIBILITIES

##### 4.1 The Organisation agrees that:

- (a) it is responsible for the hard- and software of the frontend;
- (b) it must bear any Internet connection fees.
- (c) it must not modify the SAP software;
- (d) it will comply with the SAP software terms of use;
- (e) the SAP University Competence Center (**UCC**) does not take any responsibility for the functional reliability of the Organisation's own developments in the context of lectures and research projects;
- (f) it must ensure that sufficient Internet bandwidth is available;
- (g) VU must be informed about incident and problem reports in a comprehensible and precise manner;
- (h) it is responsible for the management of user accounts and installation of the SAP GUI;
- (i) in the event that the Organisation requires installation of SAP products, it must follow instructions from the UCC;
- (j) it must inform VU about scheduled lecture dates and times, so that VU can provide this information to the UCC on request;
- (k) resource-intensive activities (for example larger batch runs) will require timely coordination with the UCC.

#### 5. CONFIDENTIAL INFORMATION AND PRIVACY

- 5.1 In the context of this agreement, the contracting parties mutually agree to treat their knowledge about confidential information and operational secrets of the other with utmost discretion. This non-disclosure obligation is not time-limited and also includes information not clearly marked as confidential, timely unlimited confidential, as long as the information is not obviously or generally accessible by the public.
- 5.2 The contracting parties shall act in order to ensure that all employees and auxiliary persons involved in the execution of this contract maintain the confidentiality described above.
- 5.3 Notwithstanding any other clause of the agreement, if VU becomes aware that the provision of the Services conflicts with any intellectual property rights, then VU will inform the UCC.
- 5.4 The parties are obligated to immediately inform one another of all claims by third parties with respect to infringements of intellectual property rights in relation to the SAP software.
- 5.5 In addition to its own use of the Organisation's registration data (meaning the Organisation's full name, postal and email address, telephone and fax numbers, name of institution, name of department, and professional specialization (the Organisation's "Personal Data")), VU will also

forward the Organisation's Personal Data to SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany ("SAP"). SAP will only use the Organisation's Personal Data for the following purposes in connection with its SAP University Alliances Program:

- preparation of and invitation to events, including but not limited to train-the-trainers, conferences, and similar global, regional and local events,
- preparation of and information about learning materials, SAP certification opportunities, curricula, tours or programs,
- verification of individual's affiliation with a SAP University Alliances Program member institution,
- contact for support, surveys, feedback requests, contract matters and customer service for the SAP University Alliances Program,
- combination with data about used clients, systems, class details, number and type of lecture participants, lecture details, used solutions, used data sets, date and time of use, in connection with the SAP University Alliances Program by you and/or your institution for analysis and/or optimization of utilization of educational material and licenses.

SAP will process the Organisation's Personal Data inside the European Union but also outside of the European Union in countries which do not feature the same level of data protection as member states of the European Union.

In case you require information about the Organisation's Personal Data or want to correct or delete the Organisation's Personal Data or if you want to revoke the consent granted hereunder, please contact [uasupport@sap.com](mailto:uasupport@sap.com).

## **6. LIABILITY**

- 6.1 VU's liability to the Organisation in relation to any matter connected to this agreement is limited to an amount equivalent to the Fee.

## **7. TERMINATION**

- 7.1 This agreement will terminate once the Services have been completed.
- 7.2 VU may terminate this agreement for its convenience on 30 days' written notice to the Organisation.
- 7.3 Either party may terminate this agreement immediately by written notice if:
- (a) the other party breaches any term of this agreement and fails to remedy such breach within 14 days of notice requiring such breach to be remedied; or
  - (b) the other party becomes the subject of bankruptcy, liquidation or winding up procedures, is placed under any form of external administration or otherwise becomes or threatens to become insolvent.
- 7.4 If this agreement is terminated, the Organisation will pay VU any Fees for Services provided before the date of termination.
- 7.5 If Victoria University terminate the contract, the Organisation will be refunded in pro rata basis.

## **8. DISPUTES**

- 8.1 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute. Each party must use all reasonable endeavours to resolve the

dispute without commencing legal proceedings, including, without limitation, meeting with the other party within 7 days of receiving a dispute notice.

## **9. PARTIES' STATUS**

- 9.1 This agreement will not create between the parties any agency, employment relationship or partnership of any kind whatsoever. VU is an independent contractor and will not be considered to be an agent or employee of the Organisation by virtue of this agreement.

## **10. NOTICES**

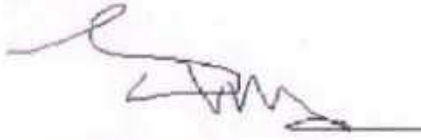
- 10.1 All notices required to be given under this agreement will be in writing sent to the address of the party as set out in item 4 of Schedule A. Any notice may be delivered by email or post.

## **11. GENERAL**

- 11.1 This agreement may only be varied by written agreement signed by the parties.
- 11.2 This agreement will be governed by the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State.
- 11.3 A waiver of one breach of a term of this agreement does not operate as a waiver of another breach of the same term or any other term.

**EXECUTED AS AN AGREEMENT**

SIGNED for and on behalf of  
**VICTORIA UNIVERSITY** in the  
presence of:



\_\_\_\_\_  
Witness Signature

Shahid Abbasi  
\_\_\_\_\_  
Witness Name

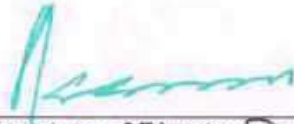
26-May-2020  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

Scott Bingley (ACC Director)  
\_\_\_\_\_  
Name and position

Signed for and on behalf of by: **VELS INSTITUTE OF SCIENCE, TECHNOLOGY &  
ADVANCED STUDIES (VISTAS)**



\_\_\_\_\_  
Signature of Director Registrar

\_\_\_\_\_  
Signature of Director/Secretary

P. Saravanan  
\_\_\_\_\_  
Name of Director

**Dr. P. SARAVANAN**

\_\_\_\_\_  
Name of Director/Secretary

**Vels Institute of Science, Technology and  
Advanced Studies (VISTAS)  
Velan Nagar, P.V. Vaithiyalingam Road,  
Pallavaram, Chennai - 600 117.**

15-07-2020  
\_\_\_\_\_  
Date



\_\_\_\_\_  
Witness Signature

Dr. M. Chandrasekaran  
\_\_\_\_\_  
Witness Name



## SCHEDULE A

1.	<b>SERVICES</b>	<p>In respect of SAP software, VU will provide the organisation with:</p> <ul style="list-style-type: none"> <li>• Allocation of curricula and program related information</li> <li>• Software support assistance, being             <ul style="list-style-type: none"> <li>○ Email support with a response time of up to 5 Melbourne business days depending on the urgency of the request</li> <li>○ Telephone support on one working day per week (day to be nominated by VU)</li> </ul> </li> <li>• Training materials for the organisation's lecturers (which may be delivered online or in person, at VU's election).</li> </ul>														
2.	<b>FEES</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Package/Product</th> <th style="text-align: center;">Australian Dollars (AUD) Price</th> </tr> </thead> <tbody> <tr> <td>Introduction Package</td> <td style="text-align: right;">\$ 5,000.00</td> </tr> <tr> <td>1 GBI on S/4 HANA</td> <td style="text-align: center;">Included</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total:</b></td> <td style="text-align: right;"><b>\$ 5,000.00</b></td> </tr> </tbody> </table> <p>Please refer to clause 3.2 for pricing details.</p>	Package/Product	Australian Dollars (AUD) Price	Introduction Package	\$ 5,000.00	1 GBI on S/4 HANA	Included							<b>Total:</b>	<b>\$ 5,000.00</b>
Package/Product	Australian Dollars (AUD) Price															
Introduction Package	\$ 5,000.00															
1 GBI on S/4 HANA	Included															
<b>Total:</b>	<b>\$ 5,000.00</b>															
3.	<b>PAYMENT AND INVOICING</b>	<p>The Organisation will pay the Fee within 45 days from the date it receives an invoice. Interest will accrue at 6% per annum (compounding weekly) on any invoiced amounts that the Organisation has not paid by the due date.</p>														
4.	<b>CONTRACT MANAGERS</b>	<p><b>Address for Notices: Victoria University</b>            Contract Manager: Scott Bingley            Position: ACC Director            Address: Victoria University Business School PO Box 14428 Melbourne            Victoria, Australia 8001</p> <p><b>Address for Notices VELS INSTITUTE OF SCIENCE, TECHNOLOGY &amp;</b>            Contract Manager: Prof. Dhanasekaran            Address: Velan Nagar, P.V. Vaithiyalingam Road, Pallavaram,            Chennai - 600 117, Tamilnadu, India</p>														
5.	<b>TERM</b>	<p>Start Date: 01 July 2020            Expiry Date: 30 June 2021</p>														



सूचना का  
अधिकार  
RIGHT TO  
INFORMATION

दूरभाष/TEL : 26962819, 26567373  
(EPABX) : 26565694, 26562133  
: 26565687, 26562144  
: 26562134, 26562122  
फैक्स/FAX : 26960629, 26529745  
Website : http://www.dsir.gov.in  
(आईएसओ 9001:2008 प्रमाणित विभाग)  
(AN ISO 9001:2008 CERTIFIED DEPARTMENT)



सत्यमेव जयते

भारत सरकार  
विज्ञान और प्रौद्योगिकी मंत्रालय  
वैज्ञानिक और औद्योगिक अनुसंधान विभाग  
टेक्नोलॉजी भवन, नया महरौली मार्ग,  
नई दिल्ली - 110016  
GOVERNMENT OF INDIA  
MINISTRY OF SCIENCE AND TECHNOLOGY  
Department of Scientific and Industrial Research  
Technology Bhavan, New Mehrauli Road,  
New Delhi - 110016



F.No.11/609/2013-TU-V

Date: 18<sup>th</sup> March, 2019

The Chairman

**Vels Institute of Science, Technology and Advanced Studies (VISTAS)**

Velan Nagar, P.V. Vaithiyalingam Road,

Pallavaram - 600 117

Chennai

**Subject :** Registration of Research Institution, other than a Hospital, for the purpose of availing Customs duty exemption in terms of Government Notifications No. 51/96-Customs dated 23.07.1996; No. 24/2007-Customs dated 01.03.2007; No. 43/2017-Customs dated 30.06.2017; No. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017; No. 9/2018-Central Tax (Rate), No. 09/2018-Union Territory Tax (Rate) & No.10/2018-Integrated Tax (Rate) dated 25.01.2018; and State Tax (Rate) as applicable and all notification, as amended from time to time.

### CERTIFICATE OF REGISTRATION

This is to certify that **Vels Institute of Science, Technology and Advanced Studies (VISTAS), Pallavaram, Chennai** is registered with the Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs duty exemption in terms of Government Notifications No. 51/96-Customs dated 23.07.1996; No. 24/2007-Customs dated 01.03.2007; No. 43/2017-Customs dated 30.06.2017; No. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017; No. 9/2018-Central Tax (Rate), No. 09/2018-Union Territory Tax (Rate) & No.10/2018-Integrated Tax (Rate) dated 25.01.2018; and State Tax (Rate) as applicable and all notification, as amended from time to time. The Registration is subject to terms and conditions mentioned overleaf.

**This Registration is valid upto 31.03.2022.**

Please acknowledge the receipt.

Yours faithfully,

(Dr S.K. Deshpande)  
Scientist - 'G'

## **TERMS AND CONDITIONS FOR REGISTRATION OF SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATIONS (SIROs)**

1. The registration would be valid for the period specified in the Registration letter. The renewal of registration shall be made as and when the renewal of recognition as Scientific and Industrial Research Organization (SIROs) is granted.
2. The registration will entitle the Scientific and Industrial Research Organization to avail of customs duty exemption on the import of equipment, instruments, spares thereof, consumables, etc. during the period of recognition and subject to relevant Government policies in force from time to time.
3. The registration of the Scientific and Industrial Research Organization by Department of Scientific and Industrial Research (DSIR) does not amount to granting of Customs duty/Integrated/Central/Union Territory (UT) Tax/State Tax (Rate) exemption. The exemption part may be dealt separately with the appropriate Authorities. The SIROs should abide by the terms & conditions of the Customs/Integrated/Central/Union Territory (UT) Tax/State Tax (Rate) notifications issued/amended from time to time.
4. In case of disposal/sale of R&D equipment, clearance from Custom/Integrated/Central/Union Territory (UT) Tax/State Tax (Rate) authorities will also be required in view of the applicable notifications under which the equipment was imported/purchased in India.
5. List of the equipment, instruments, accessories, parts and consumables imported by the Scientific and Industrial Research Organization shall be furnished to Department annually along with the Annual Report.



दूरभाष/TEL : 26962819, 26567373  
(EPABX) : 26565694, 26562133  
: 26565687, 26562144  
: 26562134, 26562122  
फैक्स/FAX : 26960629, 26529745  
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(AN ISO 9001:2008 CERTIFIED DEPARTMENT)



भारत सरकार  
विज्ञान और प्रौद्योगिकी मंत्रालय  
वैज्ञानिक और औद्योगिक अनुसंधान विभाग  
टेक्नोलॉजी भवन, नया महरौली मार्ग,  
नई दिल्ली - 110016  
GOVERNMENT OF INDIA  
MINISTRY OF SCIENCE AND TECHNOLOGY  
Department of Scientific and Industrial Research  
Technology Bhavan, New Mehrauli Road,  
New Delhi - 110016



F.No.11/609/2013-TU-V

Date: 18<sup>th</sup> March, 2019

The Chairman

**Vels Institute of Science, Technology and Advanced Studies (VISTAS)**  
Velan Nagar, P.V. Vaithiyalingam Road,  
Pallavaram - 600 117  
Chennai

**Subject: Renewal of Recognition of Scientific and Industrial Research Organisations (SIROs).**

Dear Sir,

This has reference to your application for renewal of recognition of Vels Institute of Science, Technology and Advanced Studies (VISTAS), Pallavaram, Chennai as a Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research under the Scheme on Recognition of Scientific and Industrial Research Organisations (SIROs), 1988.

2. This is to inform you that it has been decided to accord renewal of recognition to **Vels Institute of Science, Technology and Advanced Studies (VISTAS), Pallavaram, Chennai from 01.04.2019 upto 31.03.2022.** The recognition is subject to terms and conditions mentioned overleaf.

3. Receipt of this letter may kindly be acknowledged.

Yours faithfully,

(Dr. S.K. Deshpande)  
Scientist - 'G'

## **TERMS AND CONDITIONS FOR RECOGNITION OF SCIENTIFIC AND INDUSTRIAL RESEARCH ORGANISATIONS (SIROs)**

1. The organizations should acknowledge receipt of the recognition letter by stating that they will abide by the terms and conditions of recognition.
2. The recognition will entitle the SIRO to receive such administrative support from the DSIR, Ministry of Science & Technology as may be required on issue to promote or encourage scientific research activities.
3. SIROs recognized by DSIR are also deemed to be registered. A separate certificate of registration\*\* is issued along with the recognition letter. The recognition would be valid for the period specified in the recognition letter and application for renewal of recognition shall be submitted in the prescribed proforma at least 3 months before the expiry of the valid recognition. Failure to submit application in time may lead to automatic lapsing of the recognition & registration.  
*\*\*However, the certificate of registration is not issued to SIROs engaged in activities falling within the definition of 'hospital' as per notification No. 51/96-Cus. Dt. 23.07.1996 issued by the Department of Revenue.*
4. The recognition of DSIR does not amount to approval u/s 35(1)(ii)/(iii) of Income Tax Act, 1961.
5. The registration will entitle the SIROs to avail of custom duty exemption on purchase of equipment, instruments, spares thereof, consumables, etc. used for research and development subject to relevant Government policies in force from time to time. Custom duty exemption has to be separately dealt with the customs authorities. The SIROs should abide by the terms & conditions of the customs notifications issued/amended from time to time.
6. Separate books of accounts shall be maintained by the SIRO for research & development activities and the R&D expenditure, both capital and recurring should be reflected the Annual Report and Statement of Accounts of the Organization in separate schedules.
7. Disposal/sale of equipment and products/prototypes/intermediates, if any, emanating from the R&D/pilot plant, should be intimated to DSIR immediately. The realization, if any, from above or any services rendered etc. shall be shown in the R&D accounts of the organization as income of the SIRO in the audited accounts as well as annual report and should be used or reinvested for research activities only. In case of disposal/sale of R&D equipment, clearance from custom authorities will also be required in view of the applicable notifications under which the equipment was imported/purchased in India.
8. Accelerated depreciation allowance as per Rule 5(2) of Income Tax Rules 1962 will be available on investments on plant & machinery by any industrial unit which has made these investments for the purpose of commercialization of technology/know-how acquired from a SIRO recognition by DSIR.
9. Brief summary of the achievements of the organization shall be submitted to the DSIR every year. This should include details related to papers published, patents obtained and process developed, new products introduced, awards & prizes received, copy of Annual Report and Statement of Accounts of the organization etc. List of equipment, instruments, parts and consumables imported/purchased using the duty exemption should also be submitted to DSIR along with the Annual Report.
10. Any violation of the terms & conditions mentioned-above and / or provisions of taxation in force will make the organization liable to de-recognition.
11. The organization will also conform to such other conditions for recognition stipulated in the Guidelines or as may be specifically provided in the recognition letter.

\*\*\*\*\*



महाराष्ट्र MAHARASHTRA

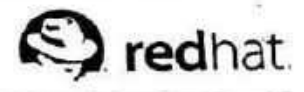
2017

AH 129501

जिल्हा कोषागार कार्यालय,  
पिंपरी  
19 MAR 2018  
मुद्रांक प्रमुख लिपीक / लिपीक

PARTNER ACCEPTANCE DOCUMENT  
INDIA

A-201, Supreme Business Park,  
Hiranandani Gardens,  
Powai, Mumbai -400 076  
+91-22 61147588 | www.redhat.com



<b>Parties</b>	Red Hat India Private Limited
<b>Partner information</b>	Contact Name: Abhijeet Roy
Company name: Vels Institute of Science, Technology and Advanced Studies	Email: <a href="mailto:aroy@redhat.com">aroy@redhat.com</a>
Address: P. V. Vaithiyalingasalai, Old Pallavaram, Pallavaram, Chennai - 600117	Tel.no. +91 -22-61147588
Contact name: Dr. A.R.Veeramani, Registrar Email: <a href="mailto:registrar@velsuniv.ac.in">registrar@velsuniv.ac.in</a> Telephone: 044-22662500	Fax: +91-22-61147599

**Territory**  
India

This Partner Acceptance Document, upon execution, authorizes you to participate in one or more of the Red Hat Partner Programs (marked below) in the Territory indicated above and sets forth the terms of your participation. If no Territory is identified above, the Territory will default to the country of your address above. The "Agreement" is comprised of this Partner Acceptance Document(s), the Partner Terms and Conditions, each applicable Program Appendix and transaction document(s) which may be referred to as "Order Forms" entered into pursuant to these terms (collectively, the "Agreement"). Additional Program Appendices may be added by executing additional Partner Acceptance Documents.

Registrar

Vels Institute of Science, Technology & Advanced Studies (VISTAS)  
Velan Nagar, P.V. Vaithiyalingam Road,  
Pallavaram, Chennai, 600 117.



जोडपत्र - २

मुद्रांक विक्री नोंदवही अनु क्रमांक २२५२४४ दिनांक

दस्ताचा प्रकार

Agreement

20 MAR 2018

दस्त नोंदणी करणार आहेत का? :- होय / ना ही

मिळकतीचे थोडक्यात वर्णन ..... Red Hat India Pvt. Ltd.

मुद्रांक विकत घेणाऱ्याचे नांव ..... A-201, Supreme IT Park,

हस्त असल्यास त्याचे नाव, पत्ता ..... Nitish Vahnekar

सही ..... 

दुसऱ्या पक्षकाराचे नाव ..... G.L.S

मुद्रांक शुल्क रक्कम ..... 500/-

परवानाधारक मुद्रांक विक्रेत्याची सही - (श्री. शंकर साहेबराव यादव)

परवाना क्रमांक - १२०१०३१.

मुद्रांक विक्रीचे ठिकाण/पत्ता : जिल्हा सत्र न्यायालय, ठाणे.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

Red Hat India Pvt. Ltd.  
A-201, Supreme IT Park,  
Near Sharma Cottage,  
Supreme City (Behind Lake Castle)  
Hiranandari Gardens, Powai  
Mumbai - 400 075.  
Tel: 022 - 3987 8888

Applicable Program Appendices	Program(s)	Location of Program Terms
<i>(mark all that apply)</i>		
X	Red Hat Academy Program	Attached.

Applicable Terms and Conditions <i>(choose only one)</i>	Partner Terms and Conditions
X	The Partner Terms and Conditions set forth in the attached Appendix 1 and, if not attached, then as set forth at <a href="http://www.redhat.com/licenses/partners/">www.redhat.com/licenses/partners/</a> .

Additional Terms

Please sign below and fax this Partner Acceptance Document to +91-22-61147588 or send a pdf file by e-mail to aroy@redhat.com. Also, please courier the original signed document to Abhijeet Roy. Each Party has executed this Partner Acceptance Document by its duly authorized representative and by its signature agrees to be bound by the terms of the Agreement.

**Vels Institute of Science, Technology and Advanced Studies**

Signature *[Signature]*

Printed Name Registrar  
Vels Institute of Science, Technology & Advanced Studies (VISTAS)

Title Velan Nagar, P.V. Vaidhyalingam Road,  
Pallavaram, Chennai - 600 117.

Date \_\_\_\_\_

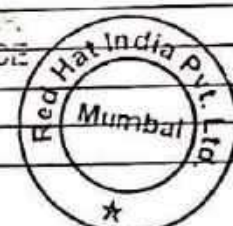
**Red Hat India Private Limited**

Signature *[Signature]*

Printed Name SOVIK BROWN  
DIRECTOR FINANCE

Title \_\_\_\_\_

Date 11/8/18



redhat  
 BID DESK APPROVED  
*[Signature]*  
 Initials/Date 11/8/18



1. **Background and Purpose.** This Program Appendix ("Appendix") establishes the terms and conditions under which Partner will participate in the Red Hat Academy Program ("RHA" or "Program") in the Territory. Under the Program, Red Hat provides Partner an Internet deployed and managed Curriculum, Software, and Services and Partner provides the facilities and Teachers and delivers the Courses to Students as set forth in this Appendix. Capitalized terms not defined in this Appendix shall have the meaning given to them in the Partner Agreement between the parties, including the Partner Terms and Conditions.

2. **Definitions.**

"Partner" means a qualified university, academic institution, or entity with a workforce development program that acquires the Red Hat Academy Subscription for its own use to be provided to Partner's Students and without the right to directly or indirectly sell, resell, remarket, or, in whole or in part, otherwise distribute Red Hat Academy. Eligibility of a Partner is determined at Red Hat's sole and exclusive discretion.

"Appendix Effective Date" means the first date when both parties have fully accepted or signed the Partner Agreement including this Appendix.

"Curriculum" means the Courses, Course Materials, Manuals, and any and all instructional content, assessment, tests, and instructional materials included therein whether in print or electronic format, provided by Red Hat as part of the Red Hat Academy Program.

"Course" or "Courses" means the specific courses or units of study that may be taught under the RHA and as set forth in Exhibit A, Exhibit C and as otherwise offered by Red Hat under the Red Hat Academy Program.

"Course Materials" means any and all instructional and educational content provided directly or indirectly by Red Hat, including without limitation designs, course names and numbers, course materials, Manuals, methodologies, software, scripts, processes, instructional materials, slides, notes, lab exercises, assessment tools, quizzes, tests, answer keys, scripts, files, instructor guides and/or any other materials in any format, provided in connection with the Curriculum whether distributed in print, electronic, or video format, including, without limitation, Student Kits, Exams, Exam Kits, and Exam Authorizations.

"Documentation" means user manuals, training materials, software descriptions and specifications, brochures, technical manuals, license agreements, supporting materials and other printed information provided in connection with the Learning Services, in any format.

"Exam" means a Red Hat performance based certification exam.

"Manuals" means those manuals used by Red Hat instructors in instructing Technical Training courses. Manuals are different from the Course Materials and shall not be used in or brought into the Courses.

"Program Subscription Fee" means the annual subscription fee paid by Partner that provides Curriculum, Software and Services to the Partner and enables Partner to teach the Curriculum to Students as set forth herein or in separate mutually agreed order.

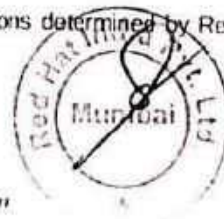
"Services" means Learning Services provided as part of the Program.

"Student(s)" is a person enrolled full or part-time in the Partner's school, institution of learning and admitted to a degree awarding program (e.g. diploma, or degree, program, or certificate program) and attends a Course as taught by a Teacher.

"Student Fee" shall mean the per Student per Course fee set forth in Exhibit A of this Appendix, if applicable.

"Software" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat.

"Teacher" is a Partner employee or contractor who meets all qualifications determined by Red Hat who teaches and instructs Courses for the Partner.

A handwritten signature in black ink, appearing to be "JPM".

"Technical Training" means the courses and certification exams offered publicly and commercially by Red Hat on an open enrollment or on-site basis, including the Manuals used by Red Hat instructors in instructing technical training courses and the Student Manuals included in the Course

### 3. License and Ownership

**3.1 License Grant.** Upon Partner paying the applicable Fee(s), Red Hat grants Partner a non-exclusive, revocable, fully paid license, with no right to sublicense (including, but not limited to, sell), to use the Curriculum and Course Materials pursuant to the Agreement as follows: (a) distribution of Course Materials is limited to one (1) copy per Instructor and one (1) copy per Student; (b) Curriculum are provided solely for the use by Instructors and Students in the Course and such Curriculum may not be copied or transferred without the prior written consent of Red Hat; and (c) Curriculum must be taught sequentially and completed by Partner in no less than eight (8) weeks. The Curriculum shall not be used to teach or instruct to any person who is not officially enrolled as a Student and admitted to a degree, diploma, or certificate awarding program of Partner.

Notwithstanding the foregoing, all Curriculum is the sole property of Red Hat and its licensors, and are copyrighted by Red Hat unless otherwise indicated therein. Red Hat and its licensors will have sole ownership of any and all Curriculum including but not limited to methodologies, software, processes, or other intellectual property developed during the performance of the Services. Red Hat will provide Software for the use by the Partner and Students in the Course. Use of the Software is subject to the End User License Agreement set forth [http://www.redhat.com/licenses/rhel\\_rha\\_cula.html](http://www.redhat.com/licenses/rhel_rha_cula.html). The Services may only be used by Partner. Partner is solely responsible for providing prerequisite skills, assessing its Students' suitability for use of the Curriculum, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student and Teacher information. Partner hereby agrees that Software used outside of the Program is covered under terms and conditions of the Enterprise Agreement including Appendix 1, Subscription Services, set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), which may be amended from time to time by Red Hat in its sole discretion.

**3.2. Retained Rights.** No part of the Curriculum may be photocopied or duplicated by any means, whether photographic, or electronic, or mechanical, or sold or distributed in any other delivery format whether in print or electronic, or used as the basis for any other training product or service, without written permission from Red Hat. Partner's rights in the Curriculum are limited to those license rights expressly granted under this Appendix, and Red Hat retains all rights not expressly granted. Partner will not (a) modify the Curriculum in any manner; or (b) use the Curriculum for any purpose not specifically permitted by this Appendix. Red Hat and its licensors will own and retain all right, title, and interest in the Curriculum and all intellectual property rights inherent therein, including without limitation all changes and improvements requested or suggested by Partner, notwithstanding any use of terms such as "purchase", "sale", or the like within the Agreement. Partner represents and warrants that its use of the Curriculum will be to fulfill obligations under this Appendix. Any unauthorized use of the Curriculum will be deemed a material breach of the Agreement. Prior to providing Students with access to Curriculum, Partner will require each Student to sign or otherwise assent (in a binding manner) to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion. Partner's internal use of Courses or Exams is subject to the Enterprise Agreement with Appendix 2, Training, Training Units, and Consulting Units set forth at <http://www.redhat.com/licenses/>, which may be amended from time to time by Red Hat in its sole discretion.

**3.3 Permitted Marks.** Partner may only use the logo(s) set forth in Exhibit B to the Program, based upon the Partner level in Exhibit A, in conjunction with the promotion of Partner providing Red Hat Academy Courses to Students. Partner may use Red Hat Distinguished Academy Logo set forth in Exhibit B if all Partner's Teachers are certified Red Hat Professionals for the Red Hat Software Courses they teach. All other Partners may use the Red Hat Academy Logo set forth in Exhibit B. Partner may not use this logo in general advertisements or marketing materials that do not specifically address or support the sale of Courses under the Program.

**3.4 Copyright Notices.** Partner will ensure that all copies of the Curriculum in Partner's possession or control incorporate copyright and other proprietary notices in the same manner that Red Hat incorporates such notices in the Curriculum or in any manner reasonably requested by Red Hat. Partner will promptly notify Red Hat in writing upon its discovery of any unauthorized use of the Curriculum or infringement of the Curriculum or Red Hat's proprietary rights in the Curriculum.

**3.5 Use of Red Hat Software.** Any use of Red Hat Software is subject to Red Hat's standard agreements including the Enterprise Agreement set forth at [www.redhat.com/licenses](http://www.redhat.com/licenses), the applicable Red Hat End User Agreement(s) set forth at [www.redhat.com/licenses/ulus](http://www.redhat.com/licenses/ulus) and/or any other mutually signed written agreement with Red Hat as applicable.

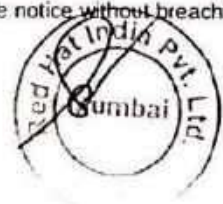
### 4. Fees and Payment



*Signature*

V. S. Kumar  
V. S. Kumar  
V. S. Kumar

- 4.1 General.** Any fees or charges ("Fees") will be due and payable by Partner in accordance with the Agreement. Partner may purchase from Red Hat directly, or through an Authorized Red Hat Reseller Partner. If Partner acquires Subscriptions, Courses and/or Services through a Red Hat Academy Program Reseller, the Fees for such Subscriptions, Courses and/or Services will be determined by such Reseller and may vary from the Red Hat Fees.
- 4.2 Direct.** If Partner purchases directly from Red Hat, Fees will be identified by Red Hat in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form, and (b) payable in accordance with this section. All Fees are stated in United States Dollars. Partner must pay all Fees within thirty (30) days from the date of invoice, without regard for when, and whether, Partner collects payment from a Student. Fees do not include out-of-pocket expenses or shipping costs. Partner agrees to reimburse Red Hat for its reasonable expenses incurred in performing the Services including travel, lodging and non-routine supplies, in accordance with Red Hat's travel and expense policies. All Fees are non-refundable. Red Hat will invoice Partner upon Red Hat's receipt of a purchase order for any amounts due to Red Hat pursuant to this Agreement; provided, however, that the terms of such purchase order will not amend, supplement or modify the terms of this Agreement or be binding on Red Hat. Red Hat reserves the right to change the credit terms or terminate the Agreement if Red Hat has not received payment within five (5) days of when it is due. Renewal Fees will be the same price listed in the Order Form.
- 5. Publicity.** Red Hat and Partner shall each have the right to identify Partner as a Red Hat Academy partner, provided, however, that for any press release, media alert, or other public communication, each party shall obtain the other party's review and written consent before publishing such information in any form.
- 6. Term, Termination and Mandatory Disclosure**
- 6.1 Term.** Unless otherwise specified in writing by the parties, the initial term of this Appendix shall be one (1) year (the "Initial Term"). Thereafter, the term for this Appendix shall renew for successive terms of one (1) year each (each, a "Renewal Term"), with each Renewal Term beginning on the anniversary of the Initial Term unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term. As used herein, the initial Term and each Renewal Term individually refer to a "Term" and collectively the "Appendix Term."
- 6.2 Termination.**
- 6.2.1 Termination for Breach.** Notwithstanding anything to the contrary Red Hat may terminate this Appendix as provided for under Section 13.2 of the Partner Terms and Conditions Appendix, or in the event (a) Partner fails to pay an invoice when due, (b) Partner commits a breach of this Agreement and fails to remedy that breach within 30 days of receipt of notice of breach, or (c) as otherwise provided in the Agreement. Partner may terminate the Appendix in the event Red Hat commits a material breach of the Appendix and fails to remedy such breach within 30 days of receipt of notice of material breach.
- 6.2.2 Termination for Convenience.** Either Party may terminate this Appendix, without prejudice to any other right or remedy, for any reason upon sixty (60) days notice in writing to the other Party.
- 6.3 Survival.** Upon expiration or termination, all rights and obligations of the Parties under this Appendix will terminate immediately except, Section 3.2, 3.4, 4.2, Section 3 of Exhibit A, and Exhibit C will survive such termination or expiration. Termination of this Agreement shall not affect any agreements between Red Hat and any Students.
- 6.4 Mandatory Disclosure.** For the avoidance of doubt, Partner may disclose the existence of this agreement and relevant terms, if it is required to do so by applicable law or regulation. Before disclosing the information, to the extent reasonably practical, Partner shall first notify Red Hat of the disclosure requirement (if it can provide notice without breaching any legal or regulatory requirement).



*[Handwritten signature]*

Red Hat India Pvt. Ltd.  
100, Connaught Place, New Delhi 110028  
India  
Tel: +91 11 2611 2200  
Fax: +91 11 2611 2201  
www.redhat.com

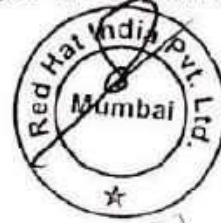
**1. Red Hat Academy Subscription.** Red Hat Academy Subscriptions contain the following:

- (a) Authorization and access to, and use of, the Curriculum in accordance with the terms set forth herein. The Program Fee includes Curriculum and Fees for the initial two hundred (200) Students. Additional Student Curriculum access may be purchased on a per Student basis;
- (b) Exams and exam delivery are not included in the Red Hat Academy Subscription and may be purchased separately; and
- (c) A list of standard Course offerings in the Red Hat Academy is available from Red Hat or a Red Hat Academy Reseller.

**2. Partner Requirements.**

- (a) Partner is solely responsible for providing pre-requisite skills, assessing Student's suitability for use of the Course(s) and Curriculum, appropriate use of any internet access, delivery of all instruction to Students, all grading and assessment of Students, and handling of all Student information.
- (b) Partner must notify Red Hat of the number of Students in each Course within one business day after the Course begins.
- (c) Partner will provide Students with access to Student software labs. Access to such labs may be purchased through a Red Hat Lab Partner, through a third party cloud hosting provider authorized to provide such software lab access, or may be provided by the Partner through its own resources.
- (d) Partner shall maintain at least one (1) Red Hat Certified Professional during the Appendix Term. Partner will notify Red Hat upon appointment or replacement of Red Hat Certified Professionals.

**3. Red Hat Academy Subscription Fees.** Partner shall pay the Program Fee, if applicable, annually, before the beginning of the Initial Term and each Renewal Term. Courses and additional services can be ordered by Partner from a Red Hat Academy Reseller. All Red Hat Services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such Red Hat Services shall be forfeited.



Proprietor  
M.D. Institute of Science & Technology  
A-10, Sector-10, Gurgaon, Haryana  
Gurgaon, Haryana 122001  
Phone: 0122-2700000

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**EXHIBIT C**  
**RED HAT ACADEMY, COURSES, AND ADDITIONAL SERVICES**


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**1. Red Hat Services**

SKU	Title	Description	Price	Term
RHA100	Red Hat Academy Standard Program	Access for 200 students to approved Red Hat Academy courses (e.g. RH124 + RH134, RH254, CL110, JB125, JB225)	\$0	1 year
RHA101	Red Hat Academy Standard Program: Add-on Student	Access for 1 student to approved Red Hat Academy courses (e.g. RH124 + RH134, RH254, CL110, JB125, JB225)	\$0	1 year

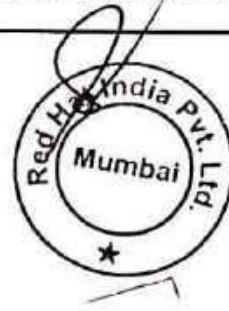
Note 1: All Red Hat Academy Program services purchased during the Appendix Term must be used within each one (1) year Term in which it was purchased or such services shall be forfeited.

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Registrar

Vels Institute of Science, Technology  
& Advanced Studies (VISTAS)  
Velan Nagar, P.V. Vaithiyalingam Road,  
Pallavaram, Chennai - 600 117.





सूचना  
का अधिकार

TELEGRAM : SCINDRECH  
दूरभाष/TEL : 26962819, 26567373  
(EPBAX) : 26565694, 26562133  
: 26565687, 26562144  
: 26562134, 26562122  
फैक्स/FAX : 26960629, 26529745  
Website : <http://www.dsr.gov.in>



भारत सरकार  
विज्ञान और प्रौद्योगिकी मंत्रालय  
वैज्ञानिक और औद्योगिक अनुसंधान विभाग  
टेक्नोलॉजी भवन, नया महरौली मार्ग,  
नई दिल्ली - 110 016  
GOVERNMENT OF INDIA  
MINISTRY OF SCIENCE AND TECHNOLOGY  
Department of Scientific and Industrial Research  
Technology Bhavan, New Mehrauli Road,  
New Delhi - 110 016



F. No. 11/2014-TU-V

Date: 23 March, 2016

The Director  
Vels Institute of Science, Technology and Advanced Studies  
Velan Nagar, P.V.Vaithiyalingam Road, Pallavaram, Chennai.  
Chennai-600117  
Tamil Nadu

Subject: Renewal of Recognition of Scientific and Industrial Research Organisations (SIROs).

Dear Sir/Madam,

This has reference to your application for renewal of recognition of Vels Institute of Science, Technology and Advanced Studies, Chennai, Tamil Nadu as a Scientific and Industrial Research Organisation (SIRO) by the Department of Scientific and Industrial Research under the Scheme on Recognition of Scientific and Industrial Research Organisations (SIROs), 1988.

2. This is to inform you that it has been decided to accord renewal of recognition to Vels Institute of Science, Technology and Advanced Studies, Chennai, Tamil Nadu from 01.04.2016 upto 31.03.2019. The recognition is subject to terms and conditions mentioned overleaf.

3. Receipt of this letter may kindly be acknowledged.

Yours faithfully,

  
(K.V.S.P. Rao)  
Scientist - 'G'

**TERMS AND CONDITIONS FOR RECOGNITION OF  
SCIENTIFIC & INDUSTRIAL RESEARCH ORGANISATIONS (SIROs)**

1. The organisation should acknowledge receipt of the recognition letter by stating that they will abide by the terms and conditions of recognition.
2. The recognition will entitle the SIRO to receive such administrative support from the DSIR, Ministry of Science & Technology as may be required on issues to promote or encourage scientific research activities.
3. SIROs recognised by DSIR are also deemed to be registered. A separate certificate of registration\*\* is issued along with the recognition letter. The recognition would be valid for the period specified in the recognition letter and application for renewal of recognition shall be submitted in the prescribed proforma at least 3 months before the expiry of the valid recognition. Failure to submit application in time may lead to automatic lapsing of the registration & recognition.  
*\*\*However, the certificate of registration is not issued to SIROs engaged in activities falling within the definition of 'hospital' as per notification No. 51/96-Cus dt.23.07.1996 and No. 10/97-central excise dt. 01.03.1997 issued by the Department of Revenue.*
4. The recognition of DSIR does not amount to approval u/s 35(1)(ii)/(iii) of Income Tax Act 1961.
5. The registration will entitle the SIROs to avail custom/excise duty exemption on purchase of equipment, instruments, spares thereof, consumables etc. used for research & development subject to relevant Government policies in force from time to time. Such exemptions will have to be separately applied for in the prescribed formats. The SIROs should also abide by the terms & conditions of the customs & central excise notifications issued/amended from time to time.
6. Separate books of accounts shall be maintained by the SIRO for research & development activities and the R&D expenditure, both capital and recurring should be reflected in the Annual Report and Statement of Accounts of the organisation in separate schedules.
7. Disposal/sale of equipment and products/prototypes/intermediates, if any, emanating from the R&D/pilot plant, should be intimated to DSIR immediately. The realisation if any, from above or any services rendered etc. shall be shown in the R&D accounts of the organisation as income of the SIRO in the audited accounts as well as annual report and should be used or reinvested for research activities only. In case of disposal/sale of R&D equipment, clearance from customs/excise authorities will also be required in view of the applicable notifications under which the equipment was imported/purchased in India.
8. Accelerated depreciation allowance as per Rule 5(2) of Income Tax Rules 1962 will be available on investments on plant & machinery by any industrial unit which has made these investments for the purpose of commercialisation of technology/know-how acquired from a SIRO recognised by DSIR.
9. Brief summary of the achievements of the organisation shall be submitted to the DSIR every year. This should include details related to papers published, patents obtained and process developed, new products introduced, awards & prizes received, copy of the Annual Report and Statement of Accounts of the Organisation etc. List of equipment, instruments, parts and consumables imported/purchased using the duty exemption should also be submitted to DSIR along with the annual report.
10. Any violation of the terms & conditions mentioned above and/or provisions of taxation in force will make the organisation liable to de-recognition.
11. The organisation will also conform to such other conditions for recognition stipulated in the Guidelines or as may be specifically provided in the recognition letter.

\* \* \* \* \*



## Memorandum of Understanding

Between

Vels University, Chennai

And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 18/05/2015 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

Vels University having its registered office at Velan Nagar, PV Vaithyalingam Road, Pallavaram, Chennai 600117 hereinafter unless the context otherwise requires be referred to as "VU".

WHEREAS VU with a view to provide best in class skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, offering a wide range of programs.

WHEREAS VU and IBM having felt the need to provide the learners with the trainings which may lead to enhanced skills, IBM and VU agree to collaborate through the IBM Career Education program.

WHEREAS VU and IBM agree that all discussions between VU and IBM are non binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

WHEREAS IBM anticipates that VU will elect to engage IBM as the primary and preferred technology provider and for software training services.

B.V.K.

Now therefore this MOU witnesses:

REGISTRAR  
VELS UNIVERSITY  
Page 1 of 6 (VISTAS)  
Velan Nagar,  
P.V. Vaithyalingam Road,  
Pallavaram, Chennai-600 117



IBM Career Education Program

Memorandum of Understanding





## I - DEFINITIONS

Vels University, shall include, unless repugnant to the context otherwise require, its associates-

"Faculty" hereby refers to Training Staff of VU,

"Students" hereby refers to all the students of VU

"Program(s)" hereby refers collectively to Career Education program of IBM that includes initiatives like SEED, CEBT etc. for Engineering, IT or Business Schools in colleges and Universities. For more information please refer to <http://ibm.com/in/careereducation>

"SEED" hereby refers to the faculty development training program initiative as Software Engineering for Educational Development.

"CEBT" hereby refers to the program as Career Education for Business Transformation, a training program to provide multi-disciplinary skills to students and faculty members

**Career Education Courses:** courses as agreed with VU for which VU students or faculty members will receive training

"**Business Partner**" means organizations certified by IBM to commercially sell its Program and also conduct training under the programs.

"**Software**" or "**Product**" means the IBM computer software packages identified for introduction in the Program

"**Courseware**" hereby refers to books or education material given in any form like printed books, CDs, PDFs etc.

### I. Foreseen benefits of the collaboration

#### a) VU

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, etc.
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution
- Opportunity to co-market with IBM to promote Programs

#### b) IBM

Page 2 of 6

*B.M.*  
REGISTRAR  
VELS UNIVERSITY  
(VISTAS)  
Velan Nagar,  
P.V. Vaithiyalingar Road,  
Pulavaram, Chennai 600 077

Memorandum of Understanding

IBM Career Education Program





- Availability of skilled resource pool armed with IBM Software skills that various organizations may want to evaluate for recruitment
- Propagation of IBM Software and technology knowledge & skill to various students and faculty members

### III – TERMS AND CONDITIONS

#### a) Courseware and Training

IBM, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Career Education courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by IBM Career Education, a division of IBM India Private Ltd to VU.

VU will pay for the courseware and/or trainings in advance to IBM.

Under this MOU, VU also assures IBM that it will enroll its students and/or faculty members taking IBM Career Education courses every year from the effective date of the signing this MoU, It will also be the endeavor of the VU management to initiate the process of IBM Career Education courses to be included in their curriculum in case it has not been included so far.

#### b) Software

IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of VU. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

### IV - BREACH OF MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within fifteen days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

### V – TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of five (5) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case IBM is providing training then IBM to complete the batch in session and or registered





irrespective of termination period / date, subject to all the payments and other obligations having been met by VU in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by IBM, any software or courseware licenses granted to VU by virtue of this MOU, shall also stand automatically terminated without any further act of parties. VU will also return or destroy at IBM's discretion, all material provided by IBM including courseware slides, soft copy courseware provided by IBM towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,

Indemnification and Liability,

Obligations to make payments of amounts by VU that become due by virtue of this MOU, prior to termination.

#### VI - LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party (VU against the other (except as specifically admitted by paragraph 2 below) whatsoever.

Except for IBM's obligation to indemnify VU in the event of breach of third Party Intellectual Property rights (as set out in under the applicable definitive agreement) and except in the event of breach by VU of any of IBM's Intellectual Property rights or IBM confidential information rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in connection with this MOU, shall not exceed in the aggregate the amounts received by IBM, from VU under this MOU.

#### VII - ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Vice Chancellor, VU or his representative and Country Manager, Career Education program of IBM for an informal resolution.

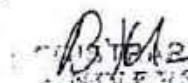
If this informal resolution does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of any such arbitration shall be Bangalore. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in

Page 4 of 6

Memorandum of Understanding

IBM Career-Education Program

  
R. S. M. S.  
UNIVERSITY  
Vice-Chancellor

F.V. Vaikunthappa Road,  
Pallavaram, Chennai - 600 117





such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

#### VIII - GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

IBM shall during the term of this MOU be entitled to audit the courseware & the software license usage records of licenses hosted on VU premises as well as training attendance records maintained by VU. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by IBM.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by VU and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, VU may make such disclosure to the extent required by law, court or statutory authority, in which case VU will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and VU agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Any press release, publicity or media interaction pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. The use of IBM Logo shall be subject to prior written permission by IBM and under the terms of the applicable agreement such as Trade Mark License Agreement executed between VU and IBM or IBM's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

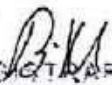
This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.

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IBM Career Education Program

Memorandum of Understanding

  
REGISTRAR  
VELS UNIVERSITY  
(1984)  
Vellore  
P.V. Velupillai Prasad Road,  
Pallavaram, Chennai - 600 117





Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

VU shall maintain at all times, a one-point contact for the IBM trainings being conducted at the institution. Any change in the contacts below will be promptly notified to IBM.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

Signed:

**Dr. B. KRISHNAMURTHY. M.A., Ph.D.**

For Vels University, Chennai  
**REGISTRAR  
VELS UNIVERSITY**

Name:

(VISTAS)

Velan Nagar,

Designation: P.V. Vaithiyalingam Road,  
Pallavaram, Chennai - 600 117.

Signature: B.K.M.

For IBM India Private Ltd.

Name: **KUNAL DUREJA**

Designation: **COUNTRY MANAGER,  
CAREER EDUCATION, HCL**

Signature: \_\_\_\_\_





**VELS UNIVERSITY**  
VELS INSTITUTES OF SCIENCE, TECHNOLOGY & MANAGEMENT STUDIES  
11th Avenue, 1st Floor, 600 076  
**PALLAVARAM - CHENNAI - INDIA**  
NAAC ACCREDITED

**SCHOOL OF ENGINEERING & SCHOOL OF MANAGEMENT STUDIES**  
Cordially invites you for the launch of co-branded courses  
&  
the inauguration of

*Il Virtutum*  
**VIRA Auditorium**

**IBM Business Analytics Lab**  
One of the Great Education Programs

**IBM Software Lab for Cloud Computing**  
One of the Great Education Programs

*Il Virtutum*  
**2.00 pm**

