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24 AUG 2022

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Engineering BIHER
Chennai - 600073

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Memorandum of Understanding

This Memorandum of Understanding (MOU) is between Henism Scientific Technical Unit Private Limited a company incorporated under the laws of India with its registered office at Chennai, India (hereafter refer to as 'HYPSTUMA'); and

Bharath Institute of Higher Education and Research an
University/College/School/Educational society or Institute committed to educational excellence having its location at 173 Agharam Road Selaiyur, Chennai-600073
Tamil Nadu, India (hereafter refer to as 'Partner').

RECITALS

A. WHEREAS Partner has been established for the purpose of but not limited to enriching the education process and to jointly work for enhancing the quality of education imparted to students of various disciplines in the field of engineering and Management.

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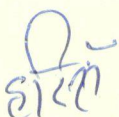
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- B. And whereas HYPSTUMA wishes to collaborate with the Partner for the 'PURPOSE' of but not limited to enriching the technical and other necessary education in areas of Teaching-Learning process, providing Internships, Webinar, Seminars, Events, Training programme, Workshops and other Skill Development Programmes for enhancing the quality of education imparted to students/Candidates of the partner.
- C. And whereas Partner with collaboration with HYPSTUMA has goals for enhancing the quality of education for their Students/Candidates thereby enabling them to meet the industrial needs and to be fulfilled with the required skills in this global technical world.
- D. 'HYPSTUMA' and 'Partner' together to be referred as Parties.
- E. Any collaboration with the Partner will be guided by this MOU.

NOW THERE FOR THE PARTIES HERE BY ACKNOWLEDGE AN AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of Students/Candidates of the Partner for the purpose as detailed and mentioned in clause B.
2. For the 'Purpose' if any requisite infrastructure or any other facilities needed for the fulfilment of the programme (or any single point under 'Purpose'), it shall be provided by the party or will be mutually decided for the proceeding of such work orally or in written by the parties.
3. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.
4. Notwithstanding any other provision of this MOU neither party shall have any right to use any trade marks or trade name of the other party not to refer to this MOU or the obligations performed hereunder directly or indirectly in connection with any product promotion or publication without the prior written approval of the other party.

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5. Use of any Trademark or Logo of any party (as under 'Parties') can be subject to be used with a short notice via any medium to communicate whether by electronic or traditional for the purpose of any promotion solely with a good intent.
6. All information which has been disclosed to or opted by either party at any time during the implementation of this MOU is confidential information for this purpose the parties agree to take utmost care of not disclosing any confidential information of either party to any third party (any party other than the 'Parties' as per this MOU).
7. If any 'Party' might have disclosed any so called confidential information of other 'Party', it must be informed to the 'Party' at loss, at the earliest and the steps must be taken to short out the things as far as possible, till not encountered any financial loss.
8. If either 'Party' feels the information or any educational material provided to fulfil the need of 'Purpose' is treated as an Intellectual Property or disclosure of any information mentioned in such educational material provided will hamper or create a financial loss for them, then as a precautionary measure a Non-Disclosure Agreement will come into force, which must be mutually agreed with a sign of an executive or representative of both the 'Parties'.
9. This document is to be mandatorily signed by the authorized person (in case of her/his absence a person appointed by her/him on behalf of such authorized person) of both the 'Parties'.
- 9.1. Required Signature – The document should either be digitally signed or manually signed and shall be supported with the company seal in both conditions.
10. The terms and conditions mentioned herein shall commence on the execution of the MOU and shall continue for a period of three (3) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.


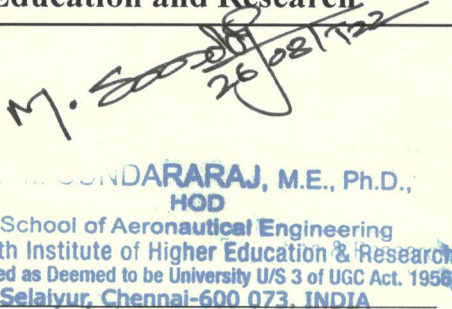
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11. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand or by registered post to the addresses of the party as stated in this MOU. Notices shall be deemed to be received:
 - i) If sent by registered mail – three (3) days after posting
 - ii) If by hand at max. on the day next to the delivery
 - iii) if sent by telex or facsimile to the correct number or designated address within seventy two (72) working hours. and
 - iv) If sent by any digital or electronic means: then within next 48 hrs. after receiving the notice.
12. Both parties agree to take all responsible steps to ensure the successful completion of the collaboration and cooperate with each other in carrying out the obligations agreed upon.
13. The expiration and termination of the same MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
14. On the termination or expiry of this MOU or when requested by HYPSTUMA, the partner undertakes to return all materials belonging to HYPSTUMA without any delay.
15. Both the 'Parties' agree that HYPSTUMA is not obliged on account of this MOU to recruit any fixed number of students/candidates from the partner.
16. This MOU is an indication of good faith and intent on the part of both 'Parties' and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU the party shall as far as possible settle such differences or dispute in good faith by consultation or negotiation between the parties.
17. Save and Except for Clause 4, Clause 7 and Clause 8 this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach whether material or minor of contract or any other liability under the laws of the country of the respective parties or any other applicable law.

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18. The parties hereby agree that they are not bound exclusively by this MOU and at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.
19. This Agreement will become effective from the date of signature by both Parties.

IN WITNESS WHEREOFF, the parties have, by their duly authorized representatives as per Clause 9 and Sub Clause 9.1, executed this Agreement termed as MOU.

HYPSTUMA (A unit of Henism Scientific Technical Unit Pvt. Ltd.)	Bharath Institute of Higher Education and Research
 Signature Organization Seal	 Signature Organization Seal
Name : HARI OM Title : CEO CO-FOUNDER Date : 26-Aug-2022 Place : CHENNAI	Name : Dr.M.SUNDARARAJ Title : PROFESSOR & HEAD Date : 26-Aug-2022 Place : CHENNAI
Organization Contact	Organization Contact
Office address : 6/23, Ponnusamy Street, Ayanavaram, Chennai, Tamil Nadu 600023 Phone no. : 044 3563 314 Mobile no. : +91 80941 78798 Mail ID : info@hypstuma.com Website : www.hypstuma.com	Office address : 173 Agharam Road Selaiyur, Chennai- 600 073 Tamil Nadu Phone no. : Mobile no. : 9840844425 Mail ID : hodaero@bharathuniv.ac.in Website : www.bharathuniv.ac.in