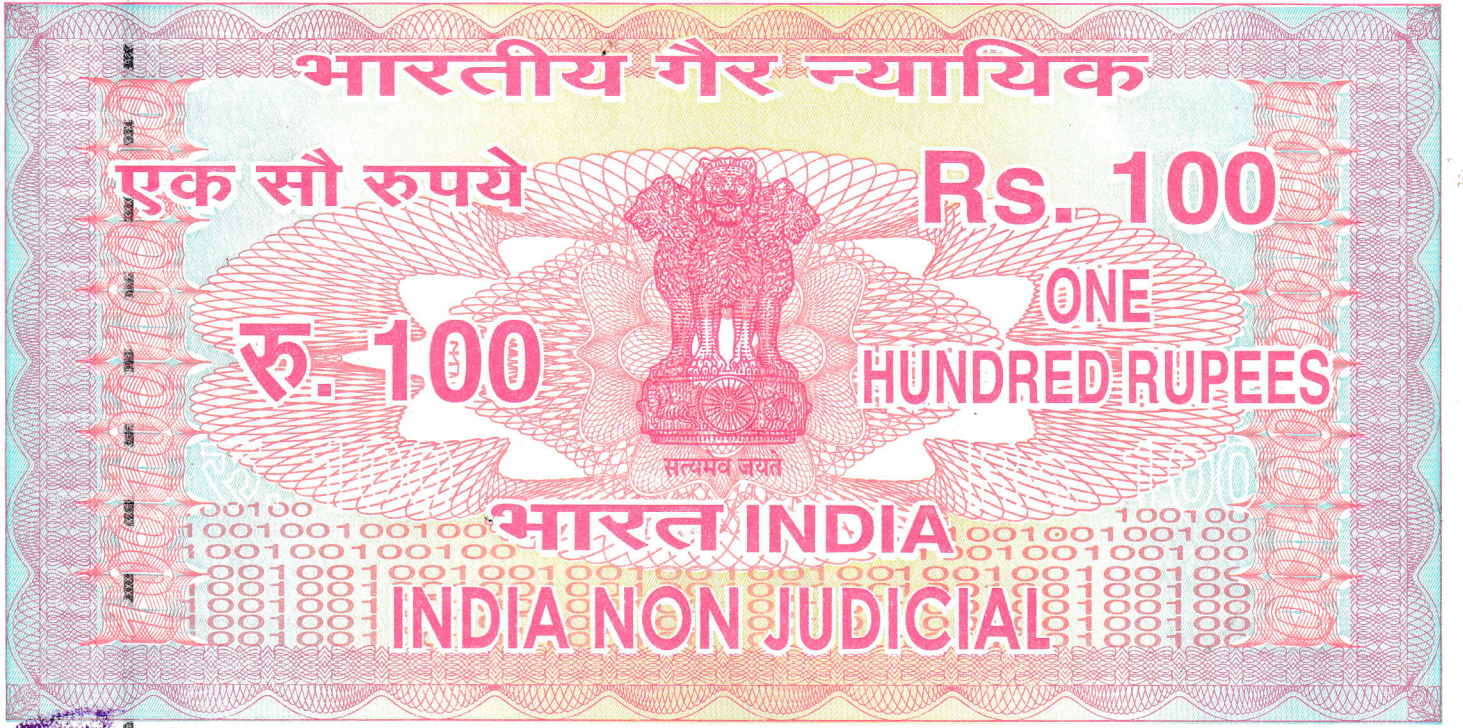




தமிழ்நாடு தமில்நாடு TAMILNADU 100  
17.04.2025

Shree sathyam college &  
Engineering and Technology.  
Manjakalpatti

EW 203107

K. முருகன்

முத்திரைத்தாள் விற்பனையாளர்  
உரிமம் எண்: 8/2000  
இடங்கணசாலை  
சேலம் (மே) மாவட்டம், தமிழ்நாடு.

### MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MoU') is entered into on this the Twenty Third -October- Two Thousand Twenty Five (23-10-2025),  
BETWEEN

Shree Sathyam College of Engineering and Technology, NH-544, Salem - Coimbatore Highway, Kuppanur, Manjakalpatti, Sankari (Tk), Salem (Dt), Tamil Nadu - 637301. The First Party represented herein by its **Principal Dr. V. Sujatha, M.E., Ph.D.**, (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns)

AND

GEMLABS (GEMICATES LABS Private Limited), IIT Madras Research Park, B- Block 5th floor, Kanagam Road, Tharamani, Chennai, Tamilnadu-600113. the Second Party, and represented herein by its **Director Mrs.R.Vijaya Rani**, (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

For Gemicates Labs Private Limited



## WHEREAS:

- A) First Party is a Higher Educational Institution named:  
**Shree Sathyam College of Engineering and Technology - Artificial intelligence and data science.**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research. Both Parties, being legal entities in themselves desire to sign this MoU for advancing their mutual interest.
- D) **GEMLABS, Chennai**—the Second Party is engaged in knowledge transfer, skill-based training, research, innovation, and student career support.
- E) Give related information, its branches, and dimensional information about the industry concerned with which the MoU is sworn.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:**

## CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Shree Sathyam College of Engineering and Technology - Artificial intelligence and data science** its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.
- 1.3 The general terms of co-operation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to



the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

## CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Based on Availability provide the Industry and Institution interaction will give an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
- 2.4 **Internships and Placement of Students:** Second Party is a Startup Company at IITM Research Park will actively engage to help the delivery of the Internship and placement support of students of the First Party into internships/jobs.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of - **IOT, Home Automation, Drone Technology, AI & ML, Full Stack Web Development and Mobile Development, Cyber Security, Data Science, activities and services.**

2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.



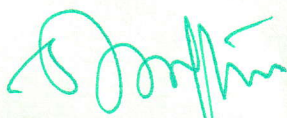
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the Shree Sathyam College of Engineering and Technology, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.

### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MoU shall, by express grant, implication, Estoppels or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know how, inventions, patents, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

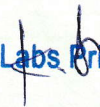
- 4.1 This Agreement shall remain valid for a period of one year from the date of execution, unless expressly terminated earlier by either Party on mutually agreed terms. During this period, GEMLABS, Chennai (the Second Party) shall take effective steps for implementation of this MoU. Upon completion of the one-year term, the MoU may be renewed annually based on mutual consent of both Parties. Any act on the part of GEMLABS, Chennai, the Second Party, after termination or expiry of this Agreement, including communication or correspondence, shall not be construed as an extension of this MoU unless formally renewed in writing.
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations.



PRINCIPAL

Shree Sathyam College  
of Engineering and Technology

For Gemicates Labs Private Limited

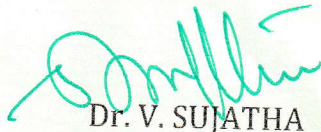


Director



## CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

5. It is expressly agreed that **First Party** and **Second Party** are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.



Dr. V. SUJATHA

Principal

Shree Sathyam College of Engineering and  
Technology,  
Salem District,  
Tamil Nadu - 637301.



Mrs. R. Vijaya Rani  
Director

**For Gemicates Labs Private Limited**  
GEMLABS  
Tharamani,  
Chennai District,  
Tamil Nadu-600113. **Director**

### AGREED:

For and Behalf of

Shree Sathyam College of Engineering  
and Technology  
Salem District,  
Tamil Nadu - 637301.

**PRINCIPAL**

Shree Sathyam College  
of Engineering and Technology,  
Kuppanur, Sankari-637301.

Dr. V. SUJATHA

Principal

### AGREED:

For and Behalf of  
GEMLABS  
Tharamani,  
Chennai District,  
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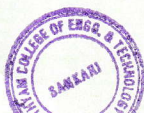
Mrs. R. Vijaya Rani  
Director

Witness1:

M. PREETHA BARTHI

AP- AID 3

SBCET



Witness1:

A. Kannappan

(BDO)

Gemlabs

