

Ref: MOU/0123-InDEE-WXYZ/YEAR

MEMORANDUM OF UNDERSTANDING (MoU) AND NON-DISCLOSURE AGREEMENT (NDA)

1.0 PRELUDE

- 1) This Memorandum of Understanding (MoU) outlines the objectives of a partnership, consultation processes, negotiations, the collaborations to be exchanged and actions to be performed.
- 2) MoU is in the form of legal documents though they are not fully binding in the way that contracts are.
- 3) There are 17 (*Seventeen*) *Articles* in this MoU
- 4) This template should be used taking into consideration that it should be adjusted to the situation or needs of the 'Parties' signing it.
- 5) Some of the terms and conditions are essential requirements of the MoU, while others may or may not be included or may add new articles when appropriate and reasonable.
- 6) This Memorandum of Understanding (MoU) with Ref: MOU/0123-InDEE-WXYZ/YEAR has been executed on the _____ (Date in words) shall be valid for a period of 4 (*Four*) years.
- 7) This Memorandum of Understanding (MOU) sets for the terms and understanding between the **"Institute for Delve and Evolution for Excellence"** and the -----
- 8) The 'Logo' and 'Brief Description (100-150 words)' of the 'Second Party' will appear on the 'First Party' website www.indee.com

2.0 AGREEMENT BY AND BETWEEN

- A. This is an agreement between **"Institute for Delve and Evolution for Excellence"** and hereinafter called **'InDEE'** and ----- hereinafter called -----
- B. **InDEE** is a Private Company registered in **India** in accordance with the laws of the **India** having its registered address at: 1st Floor, Door No. 70/3 & 70/4, Chettipalyam Road, Podanur, Coimbatore, PIN: 641023. INDIA and holding registration and Permit No./ Ref. No. from:
 - (1) Registration Form No. 2015/33/012/86941/IIEP, Class 41, Dated 27/6/2015.
Department of Industries and Commerce, Govt. of Tamil Nadu, India.
 - (2) Taken statutory step to protect Trade Mark via Application No. 3035078

Hereinafter called the **“First Party”** and collectively as the **“Parties”**.

AND

-----, a ----- Company registered in -----
in accordance with the laws of the ----- having its registered address at: -----
-----and holding registration and Permit No./ Ref. No. from:

- (1) ----- vide registration dated -----
- (2)
- (3)

Hereinafter called the **“Second Party”** and collectively as the **“Parties”**.

3.0 SERVICES

Now, therefore, in consideration of the promises and mutual covenants, both the parties hereto agree as stated below.

Party A shall offer the following **“Services”** during the duration of the MOU term:

- 1.
- 2.
- 3.
- 4.
- 5.

Party B shall offer the following **“Services”** during the duration of the MOU term:

- 1.
- 2.
- 3.
- 4.
- 5.

4.0 PROVISIONS

Now therefore the **Parties A and B** has agreed on the following Provisions:

- 1) In the event that the ‘Parties’ are participating in any **Project or Program or Services or Activities or Task**, the ‘Parties’ shall officially declare their joint association and thereafter shall enter into an **Agreement (the Agreement) or specific contract case-by-case basis** through **‘Specific Agreement or Contract’** confirming the relationship for the purpose of joint execution.
- 2) The ‘Leader’ or ‘Leading Party’ of each such joint association through **‘Specific Agreement or Contract’** shall be determined on a **case-by-case basis** in accordance with the respective requirements or situations or based on initiating ‘Parties’ or as respective roles of the ‘Parties’ as agreed between them in the Agreement. The ‘Leader’ shall be the main ‘Consultant’ and other will act as its ‘Sub-consultant’

- 3) With respect to any ***Project or Program or Services or Activities or Task***, if involving any of the other 'Party', the 'Parties' shall mutually agree upon the form of the ***'Specific Agreement or Contract'*** which shall specify the roles, responsibilities, rights, obligations and liabilities of each 'Party' and the price.
- 6) The ***'Specific Agreement or Contract'***, once executed, shall take precedence over this MoU, however said MoU shall remain the operative and binding document for ***Project or Program or Services or Activities or Task*** in which the 'Parties' are jointly involved.

5.0 PERIOD OF VALIDITY

- 1) The time duration of this MoU is the period within which the project responsibilities of this agreement shall/may be performed. This MoU shall be valid for a period of **4 (Four) years** and will be reviewed 3 months prior to expiry if it is agreed between two parties.
- 2) This MoU will be automatically renewed with the same terms and conditions **after 4 (Four) years** thereafter except where either party provides written notice of non-renewal thirty (30) calendar days before the termination date. Otherwise, this Agreement may be terminated in accordance with the section on Termination i.e. Article 7.

6.0 AMENDMENT

- 1) The obligation has been outlined in this MoU. However, during the operation of the agreement, circumstances may arise which may call for alteration or modifications of this MoU.
- 2) These modifications/alterations will be mutually discussed and agreed upon in writing and executed by the parties before becoming effective.

7.0 TERMINATION

- 1) This MoU may be cancelled or terminated without cause by either 'Party' by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
- 2) In case the party wishing to terminate this agreement for cause must provide a written intent to terminate notice to the party in breach or default. The notice will provide thirty (30) calendar days for the party in breach or default to respond to said notice with an acceptable plan to cure cause for termination.
- 3) 'Party' has to complete the committed Project or Program or Services or Activities or Task or have to compensate either through financial terms or through replacement or etc. with mutual agreement.

8.0 ARBITRATION AND JURISDICTION

- 1) This MoU and NDA shall be governed by and in accordance with the laws of INDIA where *Institute for Delve and Evolution for Excellence (InDEE)* is located and statutory steps are in course of action.
- 2) InDEE shall have the right to terminate the agreement with other 'Party' in case either fails to provide the services successfully as mentioned in the MoU, or violates any of the clauses mentioned in the MOU, or exploits or misuses the partnership with InDEE in any way.
- 3) All disputes and differences between 'First Party' and 'Second Party' arising part of these MoU shall as far as possible be resolved through negotiations and mutual resolution.
- 4) During the course of the arbitration or disputes and until a final settlement has been reached, this MoU shall remain in full force and effect unless otherwise terminated as provided in this MoU.

9.0 PAYMENTS AND TERMS

The payment terms will be specified in separate 'Contract' or 'Agreement' for '*case-by-case*' or '*task-by-task*' basis. Payment will abide by the 'Specific Agreement or Contract' and binded by this MoU.

10.0 CONFIDENTIALITY

- 1) Unauthorized disclosure of 'Confidential Information' shall be considered a material breach of this MoU. 'Confidential Information' will be handled with the utmost discretion and judgment. This is applicable for 'Parties' involved in the MoU.
- 2) The 'Parties' agree that they will not at any time disclose 'Confidential Information' without the consent of 'Party' unless such disclosure is authorized by this MoU or required by law.
- 3) For the purpose of this MoU 'Confidential Information' shall mean any and all information, which is supplied or disclosed, directly or indirectly, in writing or in any other means, by each 'Party' to the other including, but not limited to any documents, drawings, sketches, designs, audio/video materials, samples, prototypes, data, know-how, and which at the time of its disclosure or supply is identified as 'Confidential'. In case of oral information it shall be recorded in writing by the 'Party' disclosing it within fifteen (10) days after disclosure and the resulting document shall specifically state the date of disclosure and designate the information as 'Confidential'.
- 4) For the purpose of this MoU the 'Recipient' shall mean the 'Party' receiving the Confidential Information disclosed by the other 'Party' who is 'Donor'.
- 5) All 'Confidential Information' shall remain the exclusive property of 'Donor' as well as all patent, copyright, trade secret, trade mark and other intellectual property rights therein. The 'Parties' agree that this agreement and the disclosure of the 'Confidential

Information' do not grant or imply any license, interest or right to the 'Recipient' in respect to any intellectual property right of the other 'Party'.

- 6) The 'Recipient' undertakes to disclose the 'Confidential Information' only to its employees who:
 - a. reasonably need to receive the 'Confidential Information' for the Purpose of the present MoU or for any other relevant ***Project or Program or Services or Activities or Task***; or
 - b. have been informed by the 'Recipient' of the confidential nature of the 'Confidential Information' and of the terms of the MoU; and
 - c. have been advised of and agree to be bound by equivalent obligations to those in the present MoU.
- 7) The above obligations shall not extend to any 'Confidential Information' for which the 'Recipient' can prove that:
 - a) the 'Confidential Information' was known to the 'Recipient' prior to the time of its receipt pursuant to this agreement otherwise than as a result of the 'Recipient's' breach of any legal obligation; or
 - b) the 'Confidential Information' is in the public domain at the time of disclosure by the 'Party' to the 'Recipient' or thereafter enters the public domain without any breach of the terms of this agreement; or
 - c) the 'Confidential Information' becomes known to the 'Recipient' through disclosure by sources, other than the 'Party' disclosing it i.e. the 'Confidential Information' is received from a third 'Party' having no obligations of confidentiality to the disclosing 'Party'; having the legal right to disclose such 'Confidential Information'; or
 - d) the 'Confidential Information' has been developed in-dependently by its employees, who had no access to any of the 'Confidential Information' disclosed by the 'Party' disclosing it to the 'Recipient'.
 - e) It is required to be disclosed by law.
- 8) InDEE agree that by virtue of entering into this MoU they may have access to certain 'Confidential Information' regarding the other party's operations (with permission and knowledge).

11.0 NON-EXCLUSIVITY

- 1) The relationship of the parties under this MOU shall be nonexclusive and both 'Parties', including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind.
- 2) However, when entering into a particular ***Project or Program or Services or Activities or Task***, the participants may agree to limit each party's right to collaborate such that there is no conflict of interest.

12.0 RELATIONSHIP

Nothing in this MoU shall be construed to make either 'Party' a partner, an agent or legal representative of the other for any purpose.

13.0 NON-DISCRIMINATION

There shall be no discrimination of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, age, handicap, ancestry or national origin in the operation of the *Project or Program or Services or Activities or Task*.

14.0 SEVERABILITY

- 1) In the event any provision of this MoU shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the MoU.
- 2) In event of the termination of a Party's participation in the MoU information obtained under this MoU will continue to be treated confidentially in the manner set under *Article 10*.

15.0 ASSIGNMENT

It is understood by the 'Parties' herein this MOU is based on the professional competence and expertise of each party and hence neither 'Party' shall transfer or assign this MoU, or rights or obligations arising hereunder, either wholly or in part, to any third party.

16.0 INTELLECTUAL PROPERTY RIGHTS

The 'Parties' acknowledge that nothing in this MoU shall affect ownership of any intellectual property rights.

17.0 EFFECTIVE DATE AND SIGNATURE

- 1) This MoU shall be effective upon the signature of Party A and Party B authorized officials.
- 2) This MoU shall be effective from the date of signature of the last Party to sign.
- 3) This MoU is executed in 3 copies and each copy being an official version of the MoU and having equal legal validity. Two (2) will be retained by 'First Party' and one (1) will be retained by 'Second Party'.
- 4) BY SIGNING BELOW, the 'Parties', acting by their duly authorized officers, have caused this Memorandum of Understanding (MoU) to be executed, effective as of the day and year written above in *Article 01*.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in three (3) originals.

On behalf of :			
Institute for Delve and Evolution for Excellence (InDEE)		ABCD	
Signature		Signature	
Name		Name	
Title	Managing Director and CEO	Title	
Date		Date	
Seal		Seal	

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