



குயிலி குமாரசி கமில்லநாடு TAMIL NADU

15498  
6.12.2018

50AA 614865



Secretary  
Vellalar College for Women  
Erode-12

K. கிருஷ்ணமூர்த்தி  
குத்திரத்தாள் விற்பகையாளர்  
பெயர் எண்: S / 2008 / மரோடு  
591, மேட்டுர் பேரேடு  
மரோடு, தமிழ் நாடு


MEMORANDUM OF UNDERSTANDING BETWEEN

VELLALAR COLLEGE FOR WOMEN (AUTONOMOUS), ERODE- 12.

AND

INDIAN HORTICULTURE AND FOOD PROCESSING CONSULTANCY

This Memorandum of Understanding (MOU) is made between Vellalar College For Women, Erode ( Here After VCW) Indian Horticulture and Food Processing Consultancy (here after IHFPC) in under to promote consultancy and training to the farmers between VCW and IHFPC both agree to formalize a MOU as follows.

  
SECRETARY  
VELLALAR COLLEGE FOR WOMEN  
(AUTONOMOUS)  
ERODE - 12.


For Indian Horticulture & Food  
Processing Consultancy

  
Proprietor

The fields must be within the acceptable, the following general forms of cooperation will be pursued by both the parties

- Offering services for farm planning and other allied services of farm development and management
- Help farmers to construct greenhouse/ shade house/cold storage facilities
- Provides marketing support to the produces
- Ensure to provide quality product, supply of organic and bio-seeds for farmers
- Ensure the conduct of seminar/ workshop / exhibition/meeting for the farmers and providing agronomic support for the crop management
- To promote the organic farming awareness to the farming community
- To create awareness on fertilizer management to maintain soil, plant and human health
- Organization of field visits, tours and training and participation of farmers to improve productiveness though adopting of hi-tech process and procedures

The purpose of this MOU is to express the intentions of the parties, specifically for the internship arrangements. The terms of cooperation for other specific activities contemplated under this MOU shall be mutually discussed and agreed upon in writing by both parties prior to that activity. Any such activity agreed upon will be recorded and governed by a separate document executed by both parties. Activities to be organized under this agreement will be the responsibility of the heads of both institutions or of person designated by them. This MOU imposes no financial obligations on either party. Both institutions understand that all financial arrangements will have to be negotiated and will depend on the availability of funds.

  
**SECRETARY**  
**VELLALAR COLLEGE FOR WOMEN**  
**(AUTONOMOUS)**  
**ERODE - 12.**

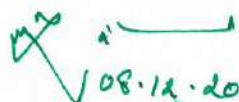
**For Indian Horticulture & Food  
Processing Consultancy**

  
Proprietor


This MOU will remain current for two years with the understanding that either party may terminate it by giving, the other party three months written notice, unless an earlier termination is mutually agreed upon. Each party recognizes that the other party has, may have, or will have arrangements of a similar or different nature with other institutions whether in each parties areas of activity, during the current of this MOU.


This MOU is for the purpose of advancement of knowledge and it is not for any commercial interest. For using the institution's name (Vellalar College for Women or Indian Horticulture and Food Processing Consultancy) in any activity clear communication and discussion need to be undertaken, beforehand. Each party shall not make any public announcement or statement or publish or release any information in relation to any proposed activity or proposed collaboration without the prior written approval of both parties. Each party shall keep confidential any information that it receives from the other party which is market confidential or which a party notifies the other party is confidential.

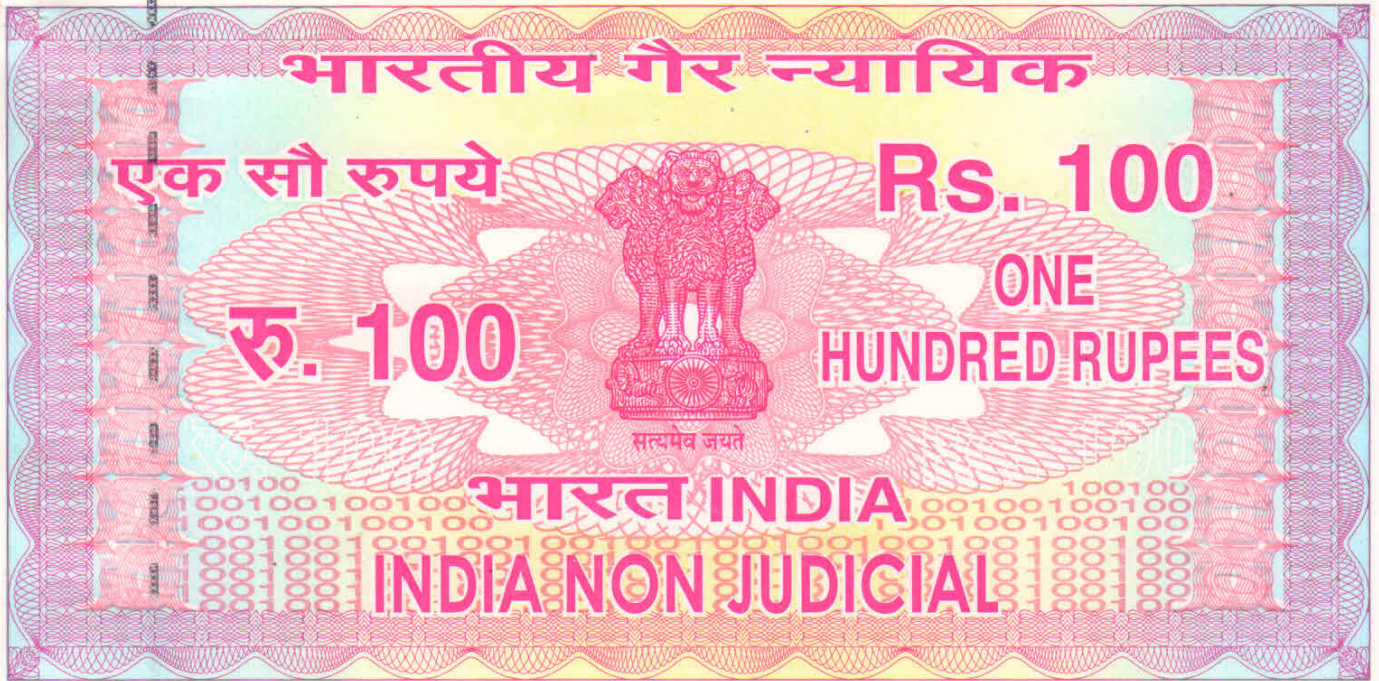
  
Director  
Indian Horticulture and Food  
Processing Consultancy,  
Hosur - 635109.

  
Principal  
Vellalar College for Women  
(Autonomous), Erode-12



  
Secretary  
Vellalar College for Women  
(Autonomous)  
Erode -12.

  
Coordinator  
Centre for Agri. Business Training  
and Consultancy (ABC)  
Vellalar College for Women  
(Autonomous), Erode-12.



தமிழ்நாடு தமி்லநாடு TAMILNADU

T. இளங்கோ

முத்திரைத் தாள் விற்பனையாளர்  
பாலக்காடு ரோடு, பொள்ளாச்சி.  
உரிமம் எண் : 387 2000 தமிழ்நாடு  
எண் : நான் :

BX 304286

23.12.19

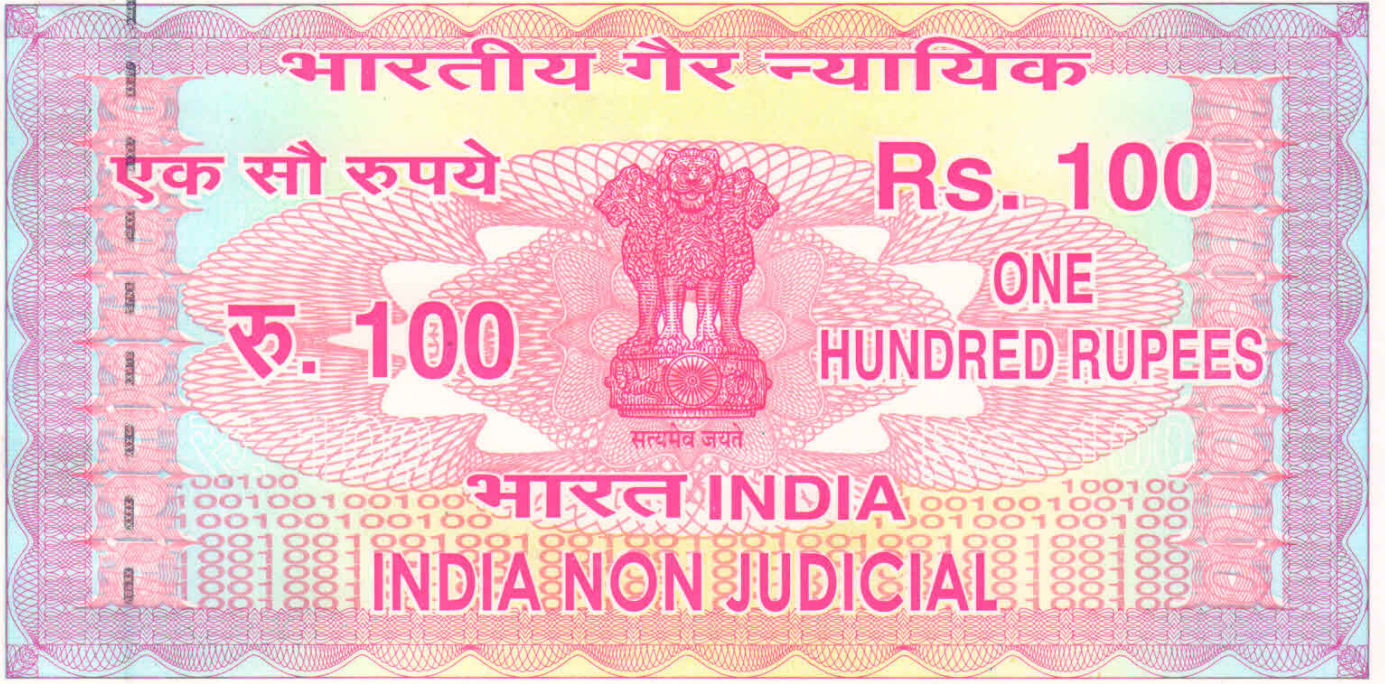
IBR INDIA (P) LTD  
BANGALORE



"This page has been intentionally left blank by both the parties and is an integral part of the agreement."



24.12.2019



தமிழ்நாடு தமிழ்நாடு TAMILNADU

23/12/19 BX 304287

T. இளங்கோ

முத்திரைத் தாள் விற்பனையாளர்  
பாலக்காடு ரோடு, பொள்ளாச்சி.  
உரிமம் எண் : 38/2000 தமிழ்நாடு  
எண் : நாள் :

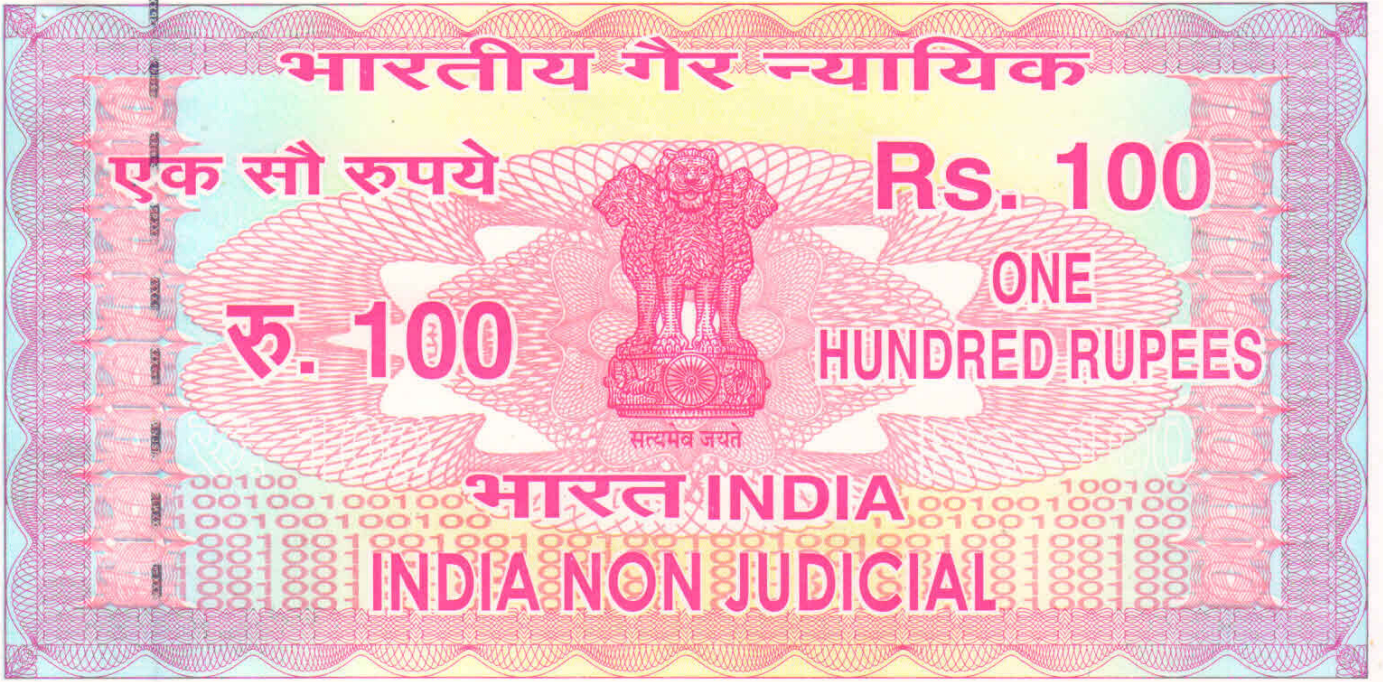
IBM INDIA (P) LTD  
BANGALORE



"This page has been intentionally left blank by both the parties and is an integral part of the agreement"



24.12.2019



தமிழ்நாடு தமில்நாடு TAMILNADU

23/12/19

BX 304289

T. இளங்கோ  
முத்திரைத் தாள் விற்பனையாளர்  
பாலக்காடு ரோடு பெள்ளாச்சி.  
உரிமம் எண் : 38 / 2000 தமிழ்நாடு  
எண் : நபர் :

IBM INDIA (P) LTD  
BANGALORE



"This page has been intentionally left blank by both the parties and is an integral part of the agreement"



91  
24.12.2019

Customer and IBM agree that all discussions between the parties regarding a potential business arrangement are nonbinding unless and until the parties enter into a written, definitive agreement signed by their duly authorized representative, and neither party shall be obligated to enter into such an agreement.

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is intended to outline a proposed business relationship between IBM India Private Limited ("IBM") with Registered offices at 12, Subramanya Arcade , Bannerghatta Road, BANGALORE - 560 029 and Vellalar College for Women ("Customer") with offices located at Thindal, Erode.

**WHEREAS**, Customer and IBM have entered into discussions concerning IBM's provision of technology products and services for Customer;

**WHEREAS**, the parties anticipate that Customer will elect to engage IBM as the primary and preferred technology provider for IT hosting, hardware, software and services.

**NOW, THEREFORE**, in order to ensure that the discussions and evaluations between parties regarding the potential business relationship that is sought does not create any confusion or misunderstandings, the following items represent points that require the parties' agreement and will facilitate these evaluations and discussions.

#### 1. Roles and Responsibilities

The proposed roles and responsibilities of the parties in connection with this proposed business relationship are described in Attachment 1

#### 2. Termination

This MOU will terminate on 3 years from the date of MoU signing 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 evaluation and discussions. All discussions, proposals, term sheets, draft agreements and other similar materials will be null and void if evaluations and discussions are terminated. This MOU can be extended upon written agreement of the parties.


#### 3. Confidentiality

The existence and substance of this MOU and the provision of services contemplated hereby will be kept confidential and will not be disclosed to any party hereto to any third party without the prior written consent of the other party hereto. Notwithstanding the foregoing, any party may make such public disclosure as it believes, on the advice of counsel, is required by law or by applicable stock exchange regulations, in which case such party will consult with the other party and gain such party's written approval prior to making such disclosure.

The parties acknowledge that the exchange of confidential information by Customer and IBM in connection with this MOU will be governed by the terms and conditions of that certain Agreement for Exchange of Confidential Information, attached hereto as Attachment 2.

Customer Memo of Understanding



  
9  
24.12.2019  
12/2000

#### 4. Limitation of Liability

The parties agree that (i) the activities intended by this MOU may not be successfully completed; (ii) the results achieved may not be as anticipated; and (iii) these activities may not lead to any announced or generally available or limited offering. Any decision by any party to forego, or engage any other business opportunity, to alter or supplement any business plan of direction, or to make any investment in anticipation of the consummation of any transaction contemplated hereunder, is at the sole discretion of the party electing to do so, and will not create any actual or potential liability or any obligation for the other party, even if that party is aware of, or has been informed of, or has indicated approval of, any such action, decision, or election.

Except for a breach of Articles 3 or 5, for any claim in any way related to the subject matter of this MOU, the damaged party shall not be entitled to recover any actual and direct damages unless and until a definitive agreement has been signed. This will apply regardless of the form of action, whether in contract or in tort, including negligence. This limitation will not apply to claims for bodily injury or damage to real property or tangible personal property for which a party is legally liable. In no event will either party be liable for any lost profits, lost savings, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither party will be liable for any damages claimed by the other party based on any third party claim.

#### 5. Publicity

IBM and Customer each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party to this MOU in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party. In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this MOU without prior written approval of the other party.

#### 6. Governing Law

This Memorandum of Understanding shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws provision.

#### 7. General

Nothing contained in this MOU will be deemed to grant any ownership in, or license to, any patents, inventions, copyrights or trademarks of either party, whether made under this MOU or not. Each party will own any intellectual property created by it during the period of the MOU. In case a party wants to use the other party's intellectual property as created above for internal purposes, it would have to acquire appropriate licenses and rights from the other party, under a separate agreement. Each party will continue to own any pre-existing material contributed by it.

It is understood that this MOU does not purport to cover all aspects of this business relationship.

This MOU supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. This MOU cannot be modified except by a written agreement signed by the authorized representative of each of the Customer and IBM companies. Any reproduction of this MOU by reliable means will be considered an original of this document.

Each party will be responsible for its own expenses in connection with these discussions. Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.



Handwritten signature in green ink and the date "24.12.2019".



This Memorandum of Understanding sets forth the understanding of the parties as of

24 DEC 2019

IBM India Private Limited

By: JAGADISH BANT

Name:

Title: MANAGER SWH



Vellalar College for Women

By: \_\_\_\_\_

Name: DR. N. MARAGATHAM

Title:

24.12.2019



Attachment 1

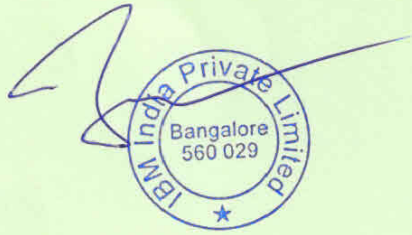
Value Added Programs at Vellalar College for Women

Vellalar College for Women shall rollout **value added programs** as given in the below table to its students where training will be conducted by IBM Business Partner.

| Year    | Minimum student count commit for Foundation courses | Minimum student count commit for Advanced Courses |
|---------|---|---|
| 2019-20 | 500   | -   |
| 2020-21 | 300   | 300   |
| 2021-22 | 300   | 300   |

VCW needs to place an order of a minimum number of students mentioned in the aforementioned table, even in case the actual number of admissions stands lesser than the minimum required number.

Program Commercials to be shared by IBM Business Partner.



Handwritten signature and date: 24.12.2019

