



AVALON TECHNOLOGIES PRIVATE LIMITED

Your global manufacturing partner



Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made at Chennai on this 17th October 2008, between Avalon Technologies Pvt Ltd, a company registered under the companies Act, 1956 having its registered office at No.B-7, TPI Block, First Main Road, MEPZ, Tambaram Sanatorium, Chennai – 600 045 (hereinafter referred to as “the company”, which expression shall unless repugnant to the context or meaning thereof, include its successor-in-interest and permitted assigns);

AND

Aalim Muhammed Salegh College of Engineering established under the AICTE Act and its office situated at Muthapudupet, Avadi-IAF, Chennai – 600 055, (hereinafter referred to as “the college”, which expression unless repugnant to the context or meaning thereof, include its successors-in-interest and permitted assigns).

Objectives:

A. This MOU is signed with the objective of furthering industry-academic relationship for mutual benefit, and as part of its activities to build fruitful & mutual relations and proposing to offer programs of mutual interest agreed by the parties. List of programs are as enumerated as Annexure 1.

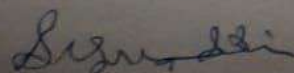
B. The parties shall mutually agree upon the resources in the form of infrastructure and people in order to achieve the objectives stated in this MOU. Each party shall be responsible for its own costs and expenses arising from its performance under his MOU.

NOW THIS MEMORANDUM OF UNDERSTANDING (MOU) WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. The college shall use the assistance, sponsorship or support provided by the Company only for the purpose expressly stated in this MOU and not for any other purpose, unless otherwise agreed upon by the parties. Further, the Company may sponsor for symposiums, cultural programs, etc., to be conducted at the College, at its own discretion.
2. Both parties will designate a representative from its side who will be the primary point of contract on behalf of that party.
3. Both the parties shall not use the name of the other in any advertisement or make any public announcement without prior written approval of the other.
4. The term of this MOU shall commence on the date of execution and remain in effect for a period of 5 years.
5. This MOU may be renewed for such further period as may be agreed upon by and between the parties and terminated at the option of the either party by giving one month

prior notice in writing.

6. In consideration of the Company offering to sponsor symposiums, cultural festivals in the College and offering Project Work for the students of the College, the College agrees to give the Company preference on priority to the Company to conduct campus interviews in the College for the purpose of identifying and employment of top talent and offer such students, employment in the Company on terms and conditions to be offered by the Company to such students of the College selected by the Company. The College agrees to permit deputation of qualified persons of the Company to the College for giving orientation in specific skills and domain knowledge advancement to improve the placement opportunities in the Company for such top talent students through campus interviews.
7. The Company will organize the project work to the engineering students like workshops, seminars, study visits for students, and in the process assess top talent students.
8. Each party shall respect the other's Intellectual Property Rights(IPR) and shall not use any trade name, trademark, copyright, design, symbol, or designation belonging to the other, without prior written approval of the other party.
9. Both parties agree that the Company is not obliged on account of this MOU to recruit any fixed number of students from the college.
10. Both the parties shall maintain confidentiality in respect of any information, course materials, plans, discussion, strategies or any material which shall be deemed to be confidential. Further, the College agrees that the Company may request students who attend Project Work in the Company to execute confidentiality agreements in order to protect any information exchanged by the Company with such students who attend Project Work.
11. It is acknowledged by the College that the confidential information to be furnished by the Company is in all respects confidential in nature, and that any disclosure or use of the same by the College, except as expressly provided in this MOU, may cause serious harm or damage to the Company. Therefore, the College agrees that the College will not use the confidential information furnished for any purpose other than MOU.
12. The College will not take or cause to be taken into any physical forms of confidential information (nor make copies of same) without the Company's prior written permission.
13. The College hereby agrees that it will not engage in any act or deed, display in any manner, express in any manner, or do anything, directly or indirectly, which given an indication that the College or its courses are being conducted based on a collaboration or affiliation or association or in partnership or in joint venture with the Company.
14. The College hereby covenants that it will not indicate, directly or indirectly, in its brochures, prospectus or any other media that students enrolling in the courses conducted by the College will qualify for any employment or training in the Company.
15. All publications whether through print or any other media connected with the activities pertaining to this MOU will be done after review and express approval of the College and the Company.
16. Any release and use of the publications referred to above shall be done only upon express written approval of the College and the Company.
17. The parties herein agree that in case of disputes arising out of this MOU, the same shall be resolved by Arbitration by a Sole Arbitrator mutually appointed by the parties herein and the arbitration shall be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996, and / or any statutory amendments thereto and the venue of the arbitration proceedings shall be at Chennai.

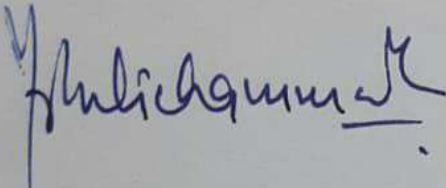


IN WITNESS WHEREOF the authorized signatories of the Company and College have signed this Memorandum of Understanding on the day, month and year first above written.

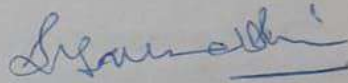
AVALON TECHNOLOGIES PVT LTD

AALIM MUHAMMED SALEGH
COLLEGE OF ENGINEERING

Signature:



Signature:



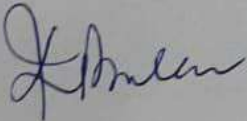
Name : T.P. Imbichammad

Name : S.M. SHAIK NURDIN

Designation: Managing Director

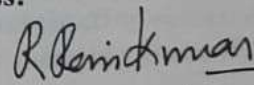
Designation: CHAIRMAN

Witness:



(Capt K Balasubramanian)

Witness:



[R. RAVI KUMAR]

Head - CPD Cell.