தமிழ்நாடு तमिलनाडु TAMIL NADU 95AB 453997

Fatima College (Autonomous)
Madurai

03 JAN 2022

SOUTH MADURAI

Memorandum of Understanding

This agreement is brought upon this 3rd **January 2022**, between Vivara Tech, a company, having its **Registered Office** at Old No. 6, New No. 11, Al, Rajni's Deivalohaa Apartment, Convent Street, Shenoy Nagar, Chennai-600030 (hereinafter referred as the "**Vivara**") and **MCA Programme, Fatima College(Autonomous), Mary Land, Madurai - 625 018. Tamil Nadu** (hereinafter called as **MCA -Fatima College**)

For the Consultancy Project Titled: Books/E Books/ Content Development'

CLAUSE 1: RECITALS

WHEREAS, Publisher is a Book Publishing and Distribution Company and the MCA-Fatima College is engaged in providing content development services.

Head of the Department
Department of MCA
Fatima College (Autonomous)
Madurai-625 018

For VIVARA TECH
Proprietor

WHEREAS, Vivara being a publishing company under requirement has contacted MCA - Fatima College to provide certain SERVICES pertaining to Content Development as being defined under this agreement (hereinafter called as 'Content Development Services')

WHEREAS, MCA Department has agreed to do the Content Development Services in accordance with the demand and standards of the Vivara and as per the professional skills, personnel and technical resources, as discussed herein in accordance with the terms and conditions set forth in this agreement.

CLAUSE 2: APPOINTMENT

In accordance with this agreement, the MCA -Fatima College is being hereby appointed for providing Books/E Books Content Development services as mentioned herein in CLAUSE 3.

CLAUSE 3: SERVICES

On the terms and subject to the conditions of this Agreement and in consideration of the fee set out in CLAUSE 4.1 of this Agreement, MCA

-Fatima College agrees to render the same accordingly to the Vivara the Content Development services set out below. The MCA -Fatima College will be providing the service related to the requirements of Vivara according to the terms and condition of this Agreement as mentioned herein further.

CLAUSE 4: PROJECT SCHEDULE FOR COMPLETION OF TASKS

It is required that the project be completed in stages within the time assigned from the award of the agreement in writing. The handing over of the project should include all copyright assignment of all pictures and any other materials used by the MCA -Fatima College with permission from respective owners.

4.1 COMPENSATION AND CONSIDERATION:

A payment would be made to the MCA -Fatima College of Fatima College, Madurai on a case to case basis.

4.2 PAYMENT TERMS:

(a) In consideration of the services of Book/E-book/Content Development services by the MCA -Fatima College under this agreement, the Vivara shall make a payment as stated above. TDS to be deducted as applicable.

(b) If MCA -Fatima College determines that there has been an error or an omission in the calculation of the Service Fee, it shall discuss the matter with Vivara and shall issue an invoice or credit memo as appropriate.

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FOR VIVARA TE...
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(c) Payments will only be made on precondition that all deliveries shall be made in time as per schedule mentioned in this agreement under CLAUSE 4.1.

CLAUSE 5: TERMS AND TERMINATION

5.1 Term

This Agreement shall continue in force for a fixed task from the Effective Date for a period of two years, unless terminated earlier in accordance with the CLAUSE: 5.2.

5.2 Termination for Convenience

This Agreement shall terminate immediately without notice:

(a)Upon the institution of insolvency, receivership or bankruptcy proceedings by or against either Party;

(b) Upon either Parties breach of any terms and conditions of the agreement.

CLAUSE 6: LIMITATIONS OF MCA -FATIMA COLLEGE LIABILITY AND INDEMNIFICATION

(a) The MCA -Fatima College shall return each and every product (services) or C.D.'s which ever will be used at the time of the preparation of the Content Development services, all the scrap which will be accumulated at the time of preparation of the services will have to be handed over to the Vivara by the MCA-Fatima College after completion of the project as per schedule.

(b) The MCA -Fatima College agrees that, during the term of this Agreement and after its termination, the MCA -Fatima College and any entity affiliated with the MCA -Fatima College, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the MCA-Fatima College's Services for the preparation or implementation of the project.

(c)Except with the prior written consent of the Vivara, the MCA -Fatima College and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

CLAUSE 7: INDEPENDENT CONTRACTORS

The relationship of the Parties established by this Agreement is that of an independent contractor, and nothing contained in this Agreement shall be construed to:

(a)Give either Party the power to direct and control the day-to-day activities of the other;

(b) Allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

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For VIVARA TECH
Proprietor

(C) Create the existence of a partnership between the Parties.

(d)The Vivara represents and warrants that it holds the valid copyright in its own name or copyright license from the lawful holder of the books/ work and does in no manner make the MCA -Fatima College as copyright owner / licensor of the said books and / or contents thereof whether in the same or other printing forms, electronic or not. The Parties hereto further acknowledge and agree that all Intellectual Property rights, i.e. Copyright and designs of the respective party including all of the goodwill of the business associated therewith whether existing in their name as on date or acquired by it during or after the termination of this **Agreement**; are and shall hereafter continue to be the exclusive property of the Vivara.

CLAUSE 8: FORCE MAJEURE

Either party cannot claim losses in case of force majeure beyond both parties control including any act of God, fire, flood, frost, storm, earthquake, explosion, rioting and labour trouble, change of government in the country etc.

CLAUSE 9: ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Vivara & MCA -Fatima College with respect to the subject matter hereof and all prior agreements or understandings shall be deemed merged herein. No representations, warranties and certifications, express or implied, shall exist as between Vivara & MCA -Fatima College except as stated herein.

9.1. Amendments

No amendments, waivers or modifications hereof shall be made or deemed to have been made unless in writing executed by the Party to be bound thereby.

9.2. Severability & Interpretation

If any provision in this Agreement or the application of such provision to any person or circumstance shall be invalid, illegal or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, illegal or unenforceable shall not be affected thereby.

9.3. Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

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Proprietor

CLAUSE 10: DISPUTES & APPLICABLE LAW AND JURISDICTION

All disputes shall be only entertained in Chennai for the jurisdiction point of view.

IN WITNESSES WHEREOF, the undersigned having caused this Agreement to be duly executed and operable as of the Effective Date.

Name of Publishing Company **Vivara Tech**	**Name of the Consultancy Provider** **MCA -Fatima College**
Authorized signatory: For VIVARA TECH Proprietor	Authorized signatory: Head of the Department Department of MCA Fatima College (Autonomous) Madurai-625 018
Witness: Name and signature S. Vamsi Deepak VAMSI DEEPAK SANKAR	Witness: Name and signature Usha B B. USHA