



தமிழ்நாடு தமில்நாடு TAMIL NADU

11.12.2020

89AB 016068

P. Balagurusamy
Dindigul

ஆ.ரா.தா.கிருஷ்ணன்
சுப்பிரகாசனம் கிராமபஞ்சாயத்து
தலைவர் அலுவலகம்,
உ.எண்: 363/ஆ.1/2004
2டி/1.வாழ்க வளமுடன் தெற்கு
L.G.B.காம்பவுண்டு
M.R.பி.பி. கிண்டிக்கல்

Memorandum of Understanding

This Memorandum of Understanding is made on 23rd of December, 2020 at Chennai **by and between**

KH3 Wellness, (hereinafter referred to as "**KH3 Wellness**"), No.14, Arul Prakasam Street, AasiriyarNagar, Orikkai Post, Kancheepuram- 631 502. (Which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, nominee/s and or delegate/s) on one part

AND

G.T.N Arts College-Autonomous, (hereinafter referred to mentioned as G.T.N), Dindugal- 624005 and represented by its **Director (department of physical education G.T.N Arts College)** (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns, nominee/s and or delegate/s) on the other part.

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The above are hereinafter collectively referred to as "Parties" and individually as "Party".

WITNESSETH:

G.T.N - offers inter-disciplinary and multi-disciplinary high quality innovative programmes of study in the broad fields of health fitness and sports Sciences and related technologies and having well qualified and dedicated faculty members, visiting faculty drawn from industries,

KH3 Wellness -renders health fitness and sports sciences of international standard and promotes various research and development activities heading to the number of publications and patents.


NOW THEREFORE it is mutually agreed by and between the Parties as under

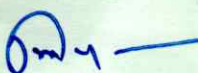
1. Objectives:

1. Joint educational and research activities in the areas of health fitness and Sports Science, Exercise Physiology, Biomechanics and Movement Science.
2. Exchange of academic materials and academic publications.
3. Exchange of faculty members for research, lectures and seminars.
4. Exchange of students for research in the above related areas.
5. Faculty health and fitness Development Programs.
6. Industry Relevant Courses and Content.
7. Access to Skill tester Programs.
8. Technical collaboration in the area of development of health and fitness, sports infrastructure, sports academy, sports training, organization of competitions of different sports and games.
9. Mutual utilization of sports facilities and sports infrastructure to organize workshops, physical education programs and sports competitions.
10. Consultancy services to be provided by both parties for carrying out special events that are related to health and sports.

2. Publication:

Publications, if any, in respect of the activity under this MOU shall be in the name of the personnel involved from both the Parties. In all publications (papers, reports, etc.) it shall be duly acknowledged that the work has been carried out by KH3 WELLNESS and G.T.N under this MOU.

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3. Confidentiality and IPR-Protection:

Both Parties here-under agree that any information disclosed by one party to the other under this MOU shall be maintained as proprietary confidential information. All such proprietary information shall be kept in confidence and the party receiving such information agrees to prevent disclosure to any other person(s) except to the personnel authorized by either of the parties on need to know basis for execution of work under this MOU.

Each party agrees that it shall not file any application seeking Intellectual Property Rights (IPR) in its own name or in the name of its associates or any other person(s), in relation to any joint activity covered or information disclosed under this MOU. However, parties can seek intellectual property rights on joint names of the parties as mutually agreed on case to case basis on such terms and conditions as may be mutually agreed.

The expenditure incurred and to be incurred for the maintenance of IPR shall be borne by each party equally or in proportion to the extent of ownership as may be decided by the Steering Committee to be defined as may be provided for in a separate agreement to that effect.

4. Monitoring, Reporting & Evaluation:

Both Parties shall meet once in three months to monitor report and evaluate the progress as envisaged under the MOU.

5. Duration & Termination of MOU

It is mutually agreed that the implementation of this Memorandum of Understanding will commence on the day of signing of this MOU, and will continue thereafter for five (5) years, subject from time to time revision or modification by mutual agreement. Representatives of both parties will discuss the terms of a renewal at least six (6) months prior to the natural termination of the current MOU

6. Other terms:

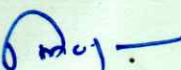
It is mutually agreed that themes of joint activity and the conditions for utilizing the results achieved and arrangements for all forms of cooperation including visits and student exchanges shall be negotiated for each specific case.

It is mutually agreed that all financial arrangements will be negotiated and identified in an agreement prior to the commencement of the associated activities.

All payments under this MOU shall be made on forty-five (45) days net terms from date of invoice. A late fee of one and half per cent (1.5%) per month may be assessed against any undisputed amount not paid within such forty-five (45) day term.

This MOU shall be binding upon the Parties' respective successors and assigns.

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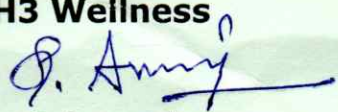
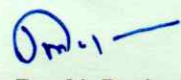
2. 

7. Dispute resolution

Any dispute or differences arising out of interpretations of the clauses listed above shall be resolved by mutual consultation and if the mutual consultation fails, the same shall be settled as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the Award of the Arbitration shall be final and binding on the parties to the MOU. In general, Courts in Chennai shall have the jurisdiction.

The MOU is made out in 2 (two) original copies one for each of the parties. All original copies hereof are identical and legally equal.


In witness whereof, this MOU was executed by the parties hereto on the date, month and year mentioned above.

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| For KH3 Wellness By:  Name: S.Arunraj. Title: Managing Director Date: | For G.T.N. Arts College- Autonomous By:  Name: Dr.N.Rajasekar Title: Director of Physical Education Date: |
|---|--|

Approved by: Principal

yes.
Yes...../No.....


Authorized Signatory

Witness: 

1. Mr. C. Jeyaram
Assistant Professor,
Department of Physical Education,
G.T.N. Arts College, Dindigul - 05.



2. Mr. S. Arun
Assistant Professor,
Department of Economics,
G.T.N. Arts College, Dindigul-05.