

Dr. Shankar
Jas Manoj
2014

Memorandum of Understanding

This memorandum of Understanding entered at Chennai on this theday of August, 2014 by and between

MavJay Solutions Pvt. Ltd. a company incorporated under the provisions of laws of India having its Registered Office at 5, 119 B, DESENADEI AVE, INDAMPAGAM, CHENNAI-41 and is represented by its Chief Executive Officer, Mr. Manoj Vijayasekar hereinafter called as the first party

AND

Jerusalem College of Engineering, situated at Pallikavanan and is represented by the Principal, Mr. Ramalingam hereinafter called as the second party.

The first party is carrying on the business of computer software development, programming and developing various kinds of applications and products for businesses and end users. The first party intends to develop the skills, ability and integrity of the students studying in second party's institution.

The first party has offered to take the skilled students on internship and develop their skills in the areas in which the first party has expertise.

The second party has accepted the offer and agrees to send the students in third and fourth year on the following terms and conditions:

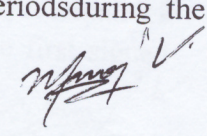
The second party through its respective Head Of Department sends the bonafide students for internship with the first party.

The second party shall offer selected students during the currency of this memorandum of understanding from each department of interest to the first party and the first party shall test the students' knowledge, expertise, skill sets in the relevant fields before offering internship with the first party. Only those students who qualify in the tests conducted by the first party shall be offered internships.

The first party shall during the period of internship with the first party offer to pay the students an amount of Rs.5,000/- per month as stipend.

The second party guarantees that the students selected for internship with the first party shall continue training for the whole academic year after college hours. The first party agrees to allow the students, leave for reasonable periods during the examinations.





The first party agree with the second party based on the market situations, requirement of the first party and performance of the student, shall consider recruiting the student who underwent internship, on regular roles within the first party.

The first party and the second party has mutually agreed to accept that the training given during the period of internship for the students who are in the eighth semester, will be considered as project for the partial fulfilment of the completion of their degree.

The first party shall provide only broad model code of the programmes and the students are not permitted to use the actual code or model used by first party. The intellectual property whether registered or unregistered over the programme code shall vest only with the first party. No student undergoing or undergone internship with the first party shall claim any intellectual right over the programme code originated during and in the course of internship with first party.

The second party agree with the first party that the project done by the eighth semester students shall be subject to the detailed scrutiny of the executives of the first party and the project cannot be released until written approval is given by the executives of the first party.

The students who have done their project which is approved by the designated executive of the first party is permitted to use the name and logo of the first party.

The students selected and opted for internship training with the first party shall be bound by the Non-Disclosure and Confidentiality Agreements of the first party and any breach of the terms and conditions shall be viewed seriously.

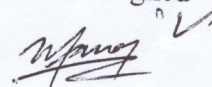
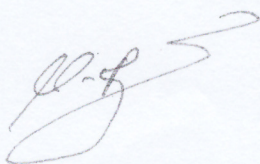
The students on internship with the first party when they are within the premises of the first party shall follow the code of conduct of the first party in letter and spirit.

This Memorandum of Understanding does not bind the parties herein in contractual terms and only entered in the mutual benefit of the parties in good faith.

Any dispute in the internship and between the first and second party shall be resolved by the mutual discussion of the parties.

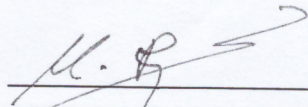
IN WITNESS WHEREOF,

The Parties hereto have individually and by their duly authorized representatives executed and delivered this Agreement, to be effective as of the date first signed below at Chennai, India.



AGREED TO AND ACCEPTED BY:

Jerusalem College of Engineering:



(Signature) RAMALINGAM, B.E., M.S., Ph.D.,
Principal

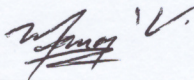
Jerusalem College of Engineering
Velachery Main Road, Narayanapuram,
Pallikaranai, Chennai-600 100

24 Aug 2014

(Date)

(Name and Title)

MavJay Solutions Pvt. Ltd.:



(Signature)

22/Aug/2014

(Date)

MANOS VIJAYASEKAR, CEO

(Name and Title)