



தமிழ்நாடு தமில்நாடு TAMIL NADU

02AC 974585

12 OCT 2022

Al. Ameen Engineering  
College  
Erode.

S. ராக்மார்  
மு.தா. வி  
L.No: 6/2000  
மலர், தமிழ்நாடு

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE  
AND  
ICON AUTOMATION, HOSUR

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 03<sup>rd</sup> day of November Month 2022 by and between AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE, the First Party represented herein by its Principal / Director / Head of Institution AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE and ICON AUTOMATION, HOSUR. The Second party, and represented herein by its Centre Head / Director / Managing Director Mr. K. VENKATESAN, MANAGING DIRECTOR, ICON AUTOMATION, HOSUR.

A.M.J.M.D. ZUBAIR RAHMAN  
M.E., M.S., Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KABUNDEVANPALAYAM, ERODE-638104.

Page 1 of 3

ICON AUTOMATION  
# 90, New Sidco Industrial Estate,  
Behind Electrical and Electronics Estate,  
Sri Nagar, Hosur - 635 109.  
Phone No : 04344 - 242988.  
Mob No : 9600977225, 8870012294.

WHEREAS:

A) First Party is a Higher Educational Institution named: **AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE,**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **ICON AUTOMATION, HOSUR** - the Second Party is engaged in **CONTROL PANEL, DESIGN ENGINEERING, SOFTWARE DEVELOPMENT AND AMC.**

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### CLAUSE 1 CO-OPERATION

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

#### CLAUSE 2 SCOPE OF THE MoU

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

A.M.J.M.D.

**Dr.A.M.J.MD.ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

  
**ICON AUTOMATION**  
# 90, New Sidco Industrial Estate,  
Behind Electrical and Electronics Estate,  
Sri Nagar, Hosur - 635 109.  
Phone No : 04344 - 242988.  
Mob No : 9600977225, 8870012294.

- 2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.
- 2.4 There is no financial commitment on the part of the **AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

### CLAUSE 3 VALIDITY

- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

### CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

- 4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

  
First Party

Dr.A.M.J.MD.ZUBAIR RAHMAN  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

  
Second Party  
**ICON AUTOMATION**  
# 90, New Sidco Industrial Estate,  
Behind Electrical and Electronics Estate,  
Sri Nagar, Hosur - 635 109.  
Phone No : 04344 - 242988.  
Mob No : 9600977225, 8870012294.

भारतीय गैर न्यायिक

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TWENTY  
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INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

13-01-2023

22AC 172684

மு. செந்தில், ஸ்டாம்பு வெண்டர்,  
தாஜாக்கா ஆபீஸ் எதிரில், (குடலக் மாடியில்)  
37, கச்சேரி ரோடு, #ரோடு-1.  
தமிழ்நாடு உரிமம் எண் : 4506/B1/91

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE  
AND  
OLIVEBOARD COMPTECH PRIVATE LIMITED, BANGALORE

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 20<sup>th</sup> day of January Month 2023 by and between.

AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE, the First Party represented herein by its Principal / Director / Head of Institution AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE, And OLIVEBOARD COMPTECH PRIVATE LIMITED, BANGALORE. The Second party, and represented herein by its Centre Head / Director / Managing Director NIMISH KESHRI, CEO/ FOUNDER, OLIVEBOARD COMPTECH PRIVATE LIMITED, BANGALORE.

A.m.j. M.

Dr. A.M.J. MD. ZUBAIR RAHMAN  
M.E., M.S., Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.

Nimish

WHEREAS:

A) First Party is a Higher Educational Institution named: **AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE,**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **OLIVEBOARD COMPTECH PRIVATE LIMITED, BANGALORE,** - the Second Party is engaged in **Training**

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.

1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.

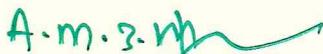
1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

#### **CLAUSE 2 SCOPE OF THE MoU**

2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

2.3 Placement of trained students: second party will actively engage to help the delivery of the training and placement of the students of the first party on the technology trends and in house requirements.



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M.E., M.S., Ph.D.,  
PRINCIPAL  
**AL-AMEEN ENGINEERING COLLEGE**  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.



2.4 There is no financial commitment on the part of the **AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

### CLAUSE 3 VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

### CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

5.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

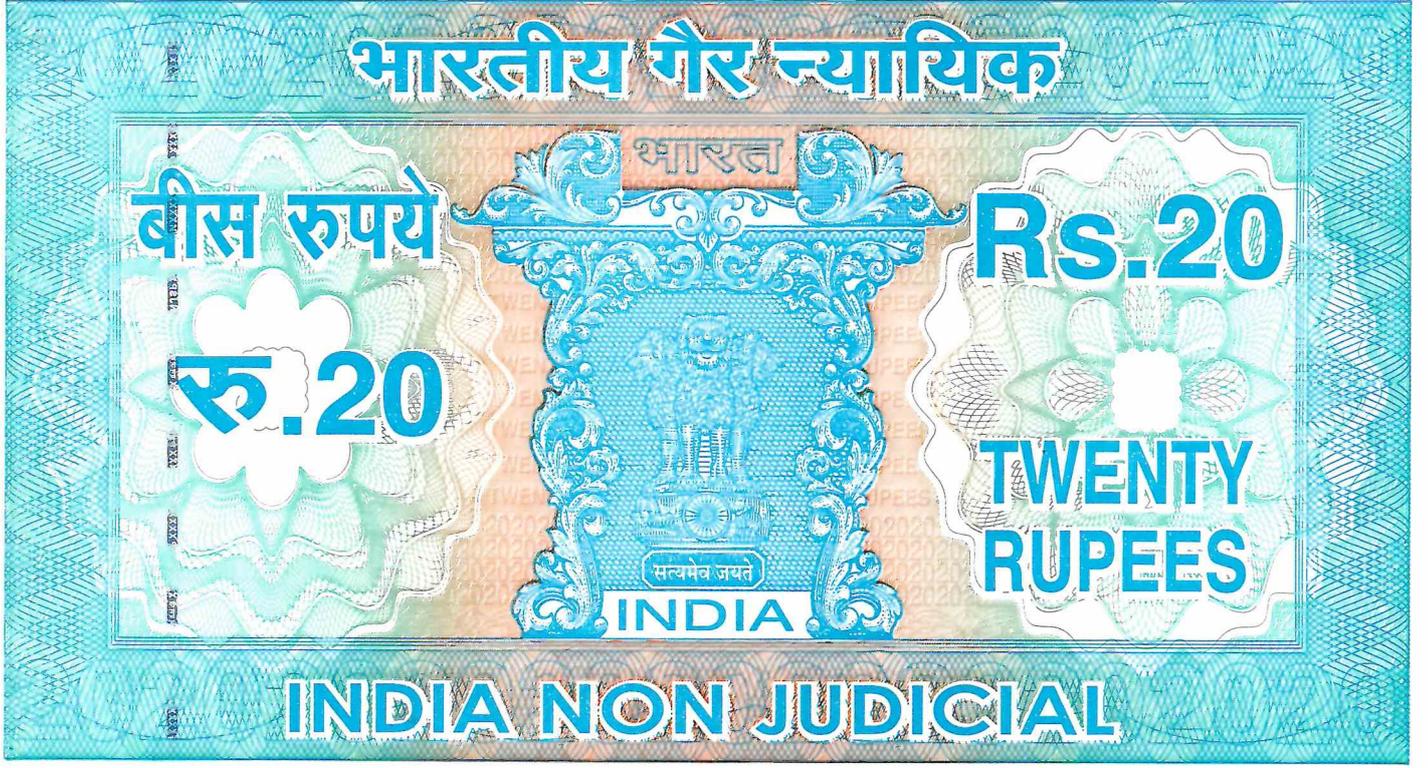
*A.m.j.rh*

First Party

**Dr. A.M.J. MD. ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
**AL-AMEEN ENGINEERING COLLEGE**  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.



*Nimish*  
Second Party



தமிழ்நாடு தமில்நாடு TAMIL NADU

10AC 291199

17 NOV 2022

ச. ராஜ்குமார்  
மு.தா. வி  
LNo: 6/2000  
மலர், தமிழ்நாடு

## MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE  
AND  
LEARNERS CHOICE, COIMBATORE

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this 17<sup>th</sup> day of March Month 2023 by and between AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE, the First Party represented herein by its Principal / Director / Head of Institution AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE and LEARNERS CHOICE, COIMBATORE. The Second party, and represented herein by its Centre Head / Director / Managing Director Mr. SREE TAKSHIN N, CO-FOUNDER & CEO, LEARNERS CHOICE, COIMBATORE.

  
Dr. A.M.J. MD. ZUBAIR RAHMAN  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.

For LEARNERS CHOICE

  
Proprietor

WHEREAS:

A) First Party is a Higher Educational Institution named: **AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE,**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.

C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Placement, Industrial Visit, Expert Lecture.

D) **LEARNERS CHOICE, COIMBATORE,** - the Second Party is engaged in **PROFESSIONAL TRAINING AND VALUE ADDED COURSES.**

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1 CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives, and they shall establish co-operation.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement.

#### **CLAUSE 2 SCOPE OF THE MoU**

- 2.1 Industrial Training & Visits: Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries; the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.
- 2.2 Guest Lectures: Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements.

*A.M.J.*

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PRINCIPAL  
**AL-AMEEN ENGINEERING COLLEGE**  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.

**For LEARNERS CHOICE**

*N. Anandalingam*  
Proprietor

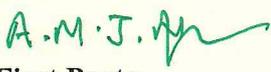
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- 2.4 There is no financial commitment on the part of the **AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), ERODE**, the first party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.
- 2.5 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required.

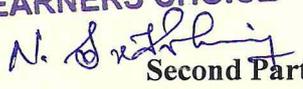
### CLAUSE 3 VALIDITY

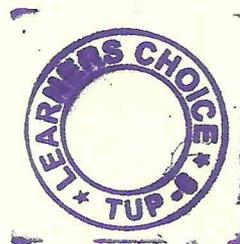
- 3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part.

### CLAUSE 4 RELATIONSHIP BETWEEN THE PARTIES

- 4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

  
First Party  
**Dr. A.M.J. MD. ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
**AL-AMEEN ENGINEERING COLLEGE**  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.

For **LEARNERS CHOICE**  
  
Second Party  
Proprietor





தமிழ்நாடு தமிழ்நாடு TAMIL NADU 12.08.2022 10AC 715349  
AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS)  
மு. செந்தில், ஸ்டாம்பு வெண்டர்,  
தாலூக்கா ஆபீஸ் எதிரில், (குடலக் மாடியில்)  
37, கச்சேரி நோடு, ஈரோடு-1.  
தமிழ்நாடு உரிமம் எண் : 4506/B1/91

Memorandum of Understanding (MoU)

This Agreement is executed, on 12.08.2022

BETWEEN

M/s. ASCENT URBAN RECYCLERS PVT LTD a company register under the companies act 1956 and having its registered office at S/No. 62/1B, 2A2, Padur Road, Mevalurkuppam Village, Sriperumbadur Taluk, Kanchipuram District, Tamilnadu – 602105. here in after referred to as the BUYER which expression unless be repugnant to the context, shall mean and include successors affiliates and assigns of the one part.

AND

M/s. AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), Karundevanpalayam, Nanjai Uthukkuli Post, Erode-638104, Tamilnadu here in after referred to as the SELLER which expression unless be repugnant to the context, shall mean and include successors, affiliates and assigns of the other part.

A.M.J.M.

Dr.A.M.J.MD.ZUBAIR RAHMAN  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

For ASCENT URBAN RECYCLERS PVT. LTD.

*[Signature]*  
Authorised Signatory

WHEREAS the **BUYER** is engaged in the business of Dismantling / Recycling of junked computers and Electrical and Electronic Components, by way of sorting the components into metal, plastic and other components is registered and authorized with Tamil Nadu Pollution Control Board, Central Pollution Control Board and Ministry of Environment & Forests for collecting, Storage and Dismantling of such E-wastes.

The **BUYER** is engaged in E- Waste Dismantling / Recycling business

The **BUYER** collects E waste from 12.08.2022 and requires to send collected E-Waste only to the registered recycler facility for recovery of materials.

As part of its business requirements the Buyer requires suitable electronic waste and used equipment's here in after referred to as E-waste.

The Buyer desires to purchase E-Waste from the Seller, collected from **M/s. AL-AMEEN ENGINEERING COLLEGE (AUTONOMUS)** and the Seller is Agreeable to sell the same.

This Agreement is valid only for carrying out transaction of selling collected E-waste by the Seller.

As the context may require, the buyer and seller shall hereinafter be referred to severally as party and collectively as parties.

NOW THESE PRESENTS WITNESS AND THE PARTIES HERE TO AGREE HERE BY AS FOLLOWS:

**1. Definitions**

- 1.1. In this Agreement unless the context otherwise requires, the following words and expressions shall have the following meanings ascribed them:
- 1.2. "Applicable Laws" means Basal Convention and, all statues rules, judgement, order, regulation, directives, Standards, guidelines, policies by-laws, approvals from the government authority or other government restrictions or adjudication by quasi-judicial authorities (Including those relating to environment, taxes, assessment etc.,) governing the Territories of Seller and Buyer.
- 1.3. "Collection point" shall mean place of accumulated / collected e waste of the Seller or as may be agreed from time to time.
- 1.4. 'E-Waste" shall mean waste electrical and electronic equipment, whole or in part and scraps or rejects from their manufacturing process, internal corporate waste, service centers, clients, consumers and any other electrical and electronic equipment which are intended to be discarded including such used equipment's which can be useful directly or after refurbishing or recycling.

*A.M.J.MD*

**Dr.A.M.J.MD.ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

**For ASCENT URBAN RECYCLERS PVT. LTD.**

*[Signature]*  
**Authorised Signatory**

1.5. "Term" shall have the meaning ascribed to in clause 6.1.1

## 2. Terms of Sale

2.1. The seller shall sell the E-Waste on an exclusive basis to the buyer and the buyer agrees to buy the E-Waste from the seller at recovery base pricing or schemes model, the parties shall agree on the quality, quantity and delivery date of E-waste and the buyer shall accordingly raise the purchase order.

2.2. Full payment or schemes of the agreed purchase of E-Waste as contained the purchase order shall be made by the either party within 7 days from the date of delivery. Payment shall be effected by means of Cheque or Bank transfer.

## 3. Sellers Obligations

3.1. The sellers agrees that it shall not attempt to purchase E-Waste or generally do any business with the Buyer's current and prospective customers and clients.

3.2. The seller shall undertake quality and quantity check of E-Waste material as per the specifications pursuant to purchase order.

3.3. The Seller shall exclusively sell the collected E-waste to the Buyer only throughout the term of this agreement.

3.4. The seller shall always identify and display at all appropriate places including its premises. Website, events printed material in the nature of brochures, flyers etc., **ASCENT URBAN RECYCLERS PVT LTD** as its E-Waste Dismantler.

3.5. The Seller shall notify **ASCENT URBAN RECYCLERS PVT LTD** in case Seller or its Customer is required to identify and furnish details of **ASCENT URBAN RECYCLERS PVT LTD** as the E-Waste Dismantler of Seller or its customer to any governmental, regulatory, judicial quasi-judicial, industry associations, non-governmental organizations etc.,

## 4. Compliance

4.1. The seller shall comply strictly with applicable laws and the entire responsibility of collection of E-Waste will be of the seller till the sale of E waste. The Seller shall be solely responsible for obtaining any necessary permits and licenses and any laws associated in relation to its obligations under the Agreement.

A. M. J. M. Z.

Dr. A. M. J. M. ZUBAIR RAHMAN  
M.E., M.S., Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

For ASCENT URBAN RECYCLERS PVT. .

  
Authorized Signatory

4.2 In the event the seller fails to comply with applicable laws or other obligations contained herein the seller shall indemnify and hold harmless the buyer, its directors, officers, employees, agents and authorized representatives from any claim, suit, legal or other proceedings, demands, damages, liabilities, cost (including attorney fees), expenses arising due to its non-compliance under clause 3 or any other obligations in this agreement.

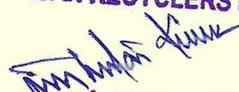
## 5. Buyer Obligation

- 5.1. The Buyer reserves the right to inspect all E-Waste upon receipt of same at the collection point and the Buyer may reject any E-Waste that fails to meet the specifications.
- 5.2. The Buyer shall pay an amount towards E-waste (excluding Bulbs and Tubes, the Buyer will charge an amount for Bulbs and tubes), the buyer will collect from the Seller to dispose off the E-Waste in an environment friendly manner.
- 5.3. The Buyer shall ensure to take all the necessary safety precautions while transporting the E-Waste from the Seller's collection point to his premises.
- 5.4. The Buyer shall provide the COMPANY the necessary destruction Certificates, after disposing off the E-Waste in an environment friendly Manner after every collection.
- 5.5. The Transportation & Labour charges will be borne by the Buyer.
- 5.6. The Buyer will provide E waste collection bins, which will be placed by seller at their collection points.
- 5.7. The Seller shall inform the Buyer to lift / clear the scrap materials from their Collection points as and when it gets accumulated and the Buyer shall lift / clear the materials. Information has to be sent to the vendor through email or through any valid mode.
- 5.8. The Buyer Shall lift E-Waste from the collection points informed by seller, if there should be minimum 1000 kg for single collection.
- 5.9. The Buyer shall ensure that the E-waste lifted from the company shall be disposed of in an environment friendly manner and as per the guide lines of the Pollution Control Board.
- 5.10. The Buyer shall take care that no legal complication arises in handling the E-waste after lifting the same from the Seller Collection points.

A. M. J. 

**Dr.A.M.J.MD.ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

**For ASCENT URBAN RECYCLERS PVT. LTD.**

  
**Authorised Signatory**

## 6. Term and Termination

### 6.1. Term

6.1.1. The term of this Agreement will commence on the date of the Agreement and, unless earlier terminated as provided herein, will continue for a period of one (1) year and the parties may, if they desire so, renew the agreement for such further period as they may decide mutually.

### 6.2 Termination

6.2.1 The Buyer may terminate the Agreement immediately on written notice at any time if the seller commits any irremediable material breach of this agreement and for the avoidance of doubt but without limitation, any breach of clauses, commits any remediable breach of this Agreement and fails to remedy such breach within a period of thirty (30) days from the service on it of a notice specifying the breach and requiring it to be remedied or having so remedied.

6.2.2. Either party may terminate this Agreement if a petition or application for winding up of any one party of the other party has been admitted and a liquidator has been appointed or an order or bankruptcy or winding up or dissolution has been passed by competent courts.

6.2.3 The Buyer may terminate this agreement immediately by giving a written notice and without any reason whatsoever

## 7. Confidentiality

7.1 Each party shall keep this Agreement and all related information and correspondence provided to the other party in strict confidence, and shall not disclose the same to any third party, except if required to be disclosed under Applicable Laws.

## 8. Governing Law and Dispute Resolution

8.1 Any notice, invoice, approval, advice, report or any other communication required to be given under in a party hereunder shall be addressed and delivered to the place of business of such party as set out in the preamble of this agreement or at such other address as may be communicated by such party to the other party from time to time for this purpose.

8.2 This Agreement shall be governed and construed in accordance with laws in India. Parties agree that in the event any dispute or breach arising out of or in relation to this Agreement shall be referred exclusively to arbitration to be conducted by a sole arbitrator in accordance with the Arbitration and conciliation Act, 1996. The venue of arbitration shall be in Chennai and the language of arbitration shall be in English. The decision of the arbitrator shall be binding on the parties and the parties undertake not to dispute the same. The buyer shall appoint the arbitrator and such appointment shall be official and award passed by the said arbitrator shall be binding on both the parties.

A. M. J. M. Z. RAHMAN

Dr. A. M. J. M. D. ZUBAIR RAHMAN  
M.E., M.S., Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

For ASCENT URBAN RECYCLERS PVT. LTD.

  
Authorized Signatory

8.3 Notwithstanding the foregoing the parties may apply to any court of competent jurisdiction for a temporary legal recourse, or other interim relief, and without abridging any of the powers of the arbitration panel and such an action shall not constitute abrogation of the agreement contained herein. Any such disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi, India Only.

## 9. Miscellaneous

9.1 The Agreement shall not be amended, modified or waived written consent of authorized representatives of the parties. A failure or delay to enforce any provision of this Agreement shall not constitute waiver hereof.

9.2 If at any time or more provisions of this agreement becomes invalid or unenforceable, the remainder of this Agreement shall survive and remain in full force and effect. The parties shall endeavor in good faith to mutually discuss and include replacement provision to the agreement to carry out the intention of the parties.

9.3 Nothing in this agreement shall be construed as creating a partnership or joint venture between the parties or constitute either party the agent of the other party for any purpose.

9.4 The above entered agreement is valid only for Collection of E waste materials.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first mentioned above by the duly authorized representatives of the Seller and Buyer:

For AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)

*A. M. J. Rahman*

Authorized Signatory

Dr. A. M. J. MD. ZUBAIR RAHMAN  
M.E., M.S., Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE-638104.

Witnesses:

1. *M. Suresh*  
M. SURESH  
36, VVCR NAGAR LAYOUT,  
ERODE-638001

2. *N. Jafarulla*  
N. JAFARULLA  
17/1, SANGU NAGAR  
ERODE - 638011

For ASCENT URBAN RECYCLERS PVT LTD

*M. Jafarulla*  
Authorized Signatory



*A. M. J. Rahman*

1. SELLER  
M/s. AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)



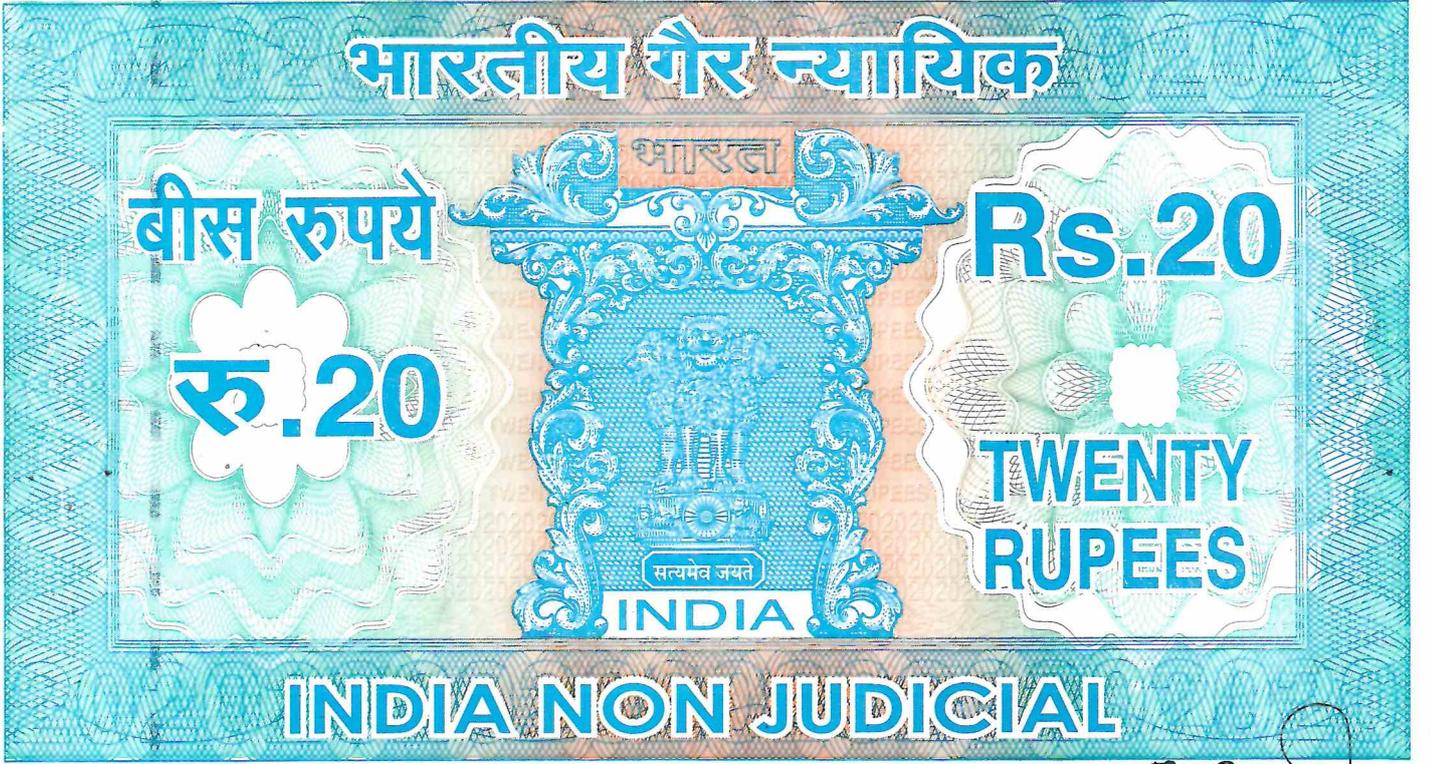
2. BUYER  
M/s. ASCENT URBAN RECYCLERS PVT LTD

For ASCENT URBAN RECYCLERS PVT. LTD

6

*M. Jafarulla*  
Authorized Signatory





தமிழ்நாடு தமில்நாடு TAMIL NADU

26-07-2023

15.20  
28AC 847780

MEDINGERS HEALTHCARE  
SOLUTIONS, ERODE

M. [Signature]  
ட. செந்தில், எட்லாம்பு வெண்டர்,  
தானூக்கா ஆபீஸ் எதிரில், குடலக் மாடியில்,  
37, சுச்சேரி ரோடு, ஈரோடு-1.  
தமிழ்நாடு உரிமம் எண்: 4506/B1/91

## MEMORANDUM OF UNDERSTANDING (MoU)

Between

This Memorandum of Understanding (MoU) is made on 21<sup>st</sup> AUGUST, 2023, MEDINGERS HEALTHCARE SOLUTIONS having its office at, 862 No 3, First Floor, Soli Complex, EVN Road, Erode, Tamil Nadu- 638 009, here in after called MEDINGERS,

and

AL-AMEEN ENGINEERING COLLEGE (AUTONOMOUS), KARUNDEVANPALAYAM, ERODE, TAMIL NADU- 638104, here in after called AEC.

A.M.J. [Signature]  
Dr. A.M.J. MD. ZUBAIR RAHMAN  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104,



[Signature]  
For Medingers Healthcare Solutions

## Scope & Statement of Work:

This MoU is made for sharing the technical knowledge, skills, resources, and Industry / Academia exposure to the **all the department** of AEC and **MEDINGERS**, concerned stakeholders for mutual benefits.

Both **AEC** and **MEDINGERS** have agreed to enter into this Memorandum of Understanding, for **Skill Development & mutual benefits** in the following aspects.

1. Students' visits and in-plant training at the **MEDINGERS**.
2. Faculty training at the **MEDINGERS** and **AEC**.
3. Placement Drive/Campus interview for the students.
4. Provide Internship & Warehouse / Hands-on Training.
5. To lead the R& D, Consultancy work, Projects for create innovate ecosystem.
6. To support the in-house or industry oriented project works.
7. To jointly work Circular Economic development with 'R ' Policy factors. (Reuse, Recycle, Reduce, Refab, Reverse Engineering).
8. Jointly organizing short term / Crash courses, Seminars, Workshops and Conferences on state of art & cutting-edge technologies.

## Commercial Terms:

- On the approval of the Management, Courses and Training will be conducted on the respective premises.
- The fee for the Course & Training will be decided according to the course duration and value, and the financial transactions will be made according to the terms and conditions specified for the courses.
- Other than the above two statements no fund transfer is carried out in this Memorandum of Understanding (MOU).

  
**Dr. A.M.J. MD. ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
**AL-AMEEN ENGINEERING COLLEGE**  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.

## **Dispute Resolutions:**

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or any subsequent amendments to this Agreement including, without limitation, the breach, termination, validity, or invalidity thereof, or any non-contractual issues relating to the MoU, each of the parties will appoint a designated officer to meet for resolving such dispute or to negotiate for an adjustment to such provision.

## **Validity**

This MoU will be valid for a period of **Three years** from the date of signing and can be renewed/extended at the option of both parties before expiry. Now therefore the parties hereto have agreed to enter into a Memorandum of Understanding (MoU) considering the long-term benefits of sharing the knowledge between them and establish a vibrant Industry-Institute collaboration, by undertaking joint activities in their respective fields of research. This Memorandum of Understanding shall come into effect from **21<sup>st</sup> AUGUST, 2023.**

## **Contact Information**

### **For MEDINGERS HEALTHCARE SOLUTIONS:**

**Representative** : Er. Muhammadu Sathik Raja  
**Position** : HR & CRO  
**Address** : Medingers Healthcare Solutions,  
862, No 3, First Floor, Soli Complex,  
E.V.N Road, Surampatti 4 Road, Erode – 638 009,  
Tamil Nadu,  
Phone: +91 99438 61818  
Email: [training@medingers.com](mailto:training@medingers.com)

  
**Dr. A.M.J. MD. ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,  
PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.

  
For Medingers Healthcare Solutions

**For AEC:**

**Representative** : Dr.A.M.J.MD ZUBAIR RAHMAN., M.E., M.S., Ph.D.

**Position** : Principal

**Address** : Al-Ameen Engineering College (Autonomous),  
Karundevanpalayam,  
Nanjai Uthukuli (P.O),  
Erode.

Tamil Nadu– 638 104

**Email:** [mdzubairrahman@gmail.com](mailto:mdzubairrahman@gmail.com)

*A.M.J.*

**Dr.A.M.J.Md Zubair Rahman**  
Principal,

Al-Ameen Engineering  
College (Autonomous), Erode.

**Dr. A.M.J. MD. ZUBAIR RAHMAN**  
M.E.,M.S.,Ph.D.,

PRINCIPAL  
AL-AMEEN ENGINEERING COLLEGE  
(AUTONOMOUS)  
KARUNDEVANPALAYAM, ERODE - 638 104.

*M. Sathik Raja*

**Er. Muhammadu Sathik Raja,**  
HR & CRO,  
Medingers Healthcare Solutions  
Erode.

For Medingers Healthcare Solutions



HR & CRO

**Witness:**

**Dr. M.MOHAMED MUSTHAFA**

Professor and Head

Department of Computer Science Engineering

Al-Ameen Engineering College (Autonomous).

*M. Mohamed Musthafa*  
**Signature**

**Mr. S. Abdul Basith**

Training Head

Medingers Healthcare Solutions.

*S. Abdul Basith*  
**Signature**



AND

Al-Ameen Engineering College (Autonomous), Erode an Educational Institution, approved by All India Council for Technical Education (AICTE), New Delhi (approval No. F.No. F.No.: 07/08/TN/E&T/2009/07 F.No.: Southern/1-2811090402/2016/EOA) situated at Karundevanpalayam, Nanjai Uthukkuli Post, Erode - 638 104, Tamil Nadu, represented by authorized signatory. Hereinafter called the THE SECOND PARTY represented herein by its representatives, successors and permitted assigns.

The First and the Second Party shall collectively be referred to as the "Parties".

### 1. PURPOSE:

In particular, this MOU is intended to

- 1.1. Enhance the IT skills among the students of Department of Computer Science and Engineering, Al-Ameen Engineering College (Autonomous), Erode.
- 1.2. Organize various workshops on general IT skills included but not limited to coding, programming languages and the like.
- 1.3. Conduct practical training sessions on Programming Languages.
- 1.4. Provide employment opportunities.
- 1.5. Arrange the placement of trained students.

Now therefore, in consideration of the mutual promises set forth in this MOU, the parties hereto agree as follows:

### 2. CO-OPERATION:

- 2.1. Both parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant to secure additional opportunities for one another.



2.2 The cooperation between the First Party and Second Party will facilitate effective utilization of the intellectual capabilities of the first party, providing significant inputs to them in developing suitable teaching/ training systems, keeping in mind the needs of the Second Party. Both parties believe that close co-operation between the two would be a major benefit to the student community to enhance their skills and knowledge.

### **3. RESPONSIBILITY OF THE FIRST PARTY:**

3.1. The First Party will give valuable inputs to the Second Party in teaching / training methodology so that the students fit into the industrial scenario meaningfully.

3.2. The First Party will train the students of the Second Party on the emerging technologies in order to bridge the gap in skill and make them ready for industry.

3.3. The first party shall arrange to meet the second party periodically at their respective premises to review the MOU and modify the scope of works if any, depending on the special demands and needs.

3.4. The first party agrees to provide internship certificates to the students who have successfully completed the internship after suitable assessments.

3.5. The first party shall strive to provide placements opportunities to the students, who are undergoing their internships with them, after successful completion of the internship and clearance suitable assessments.

3.6. The first party shall freely engage the student manpower for any of their R & D activities for their assignments under various schemes like in-plant training, and mini / major projects to benefit both sides equally.

3.7. The first party shall nominate a single point of contact that will coordinate with the second party for all purposes of this MOU.

### **4. RESPONSIBILITY OF THE SECOND PARTY:**

4.1. The Second Party will give valuable inputs to the First Party about the needs, strengths and weaknesses of the students so that the training program can be customized accordingly.



4.2. The Second Party is to permit the Faculty and Professionals of the First Party to visit its campus and also be involved in Industrial Training Programs of the Second Party.

4.3. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

4.4. The Second Party will extend the necessary support including but not limited to travel and accommodation arrangements, and infrastructural facilities to deliver guest lecturers to the students of the Second Party on the technology trends and in house requirements.

4.5. The Second Party will actively engage to help the delivery of the training and placement of their students during their internship of the first party.

4.6. The Second party agrees to extend all placement opportunities that are available at their campus for the students who have taken their internship with the first party.

4.7. The second party shall nominate a single point of contact that will coordinate with the first party for all purposes of this MOU.

## 5. INTELLECTUAL PROPERTY:

### 5.1. Definition of Intellectual Property:

For the purposes of this Agreement, "Intellectual Property" shall mean all patents, trademarks, copyrights, trade secrets, and any other proprietary rights, whether registered or unregistered, owned or controlled by either party at the time of entering into this Agreement.

### 5.2. Ownership of Training Materials:

a. The second party agrees that any training materials, modules, documentation, and resources ("Training Materials") provided to the students during the training period shall remain the exclusive property of the first party.

b. The second party acknowledges and agrees that it shall not claim any ownership rights, including but not limited to copyrights, patents, or trademarks, in the Training Materials.



### 5.3. Use of Intellectual Property:

- a. The second party is granted a non-exclusive, non-transferable license to use the Training Materials solely for the purpose of delivering the training program to its students.
- b. The second party shall not modify, reproduce, distribute, or create derivative works based on the Training Materials without the prior written consent of the first party.

### 5.4. Ownership of Student Work:

- a. Any work created by students during the training period, including but not limited to projects, software code, and other related materials ("Student Work"), shall be jointly owned by the first party and the respective students.
- b. The second party shall take all necessary steps to request the student for a non-exclusive license to the first party to use and showcase the Student Work for promotional and marketing purposes, with proper attribution to the students.

### 5.5. Confidentiality:

- a. The second party agrees to maintain the confidentiality of the Training Materials and any proprietary information provided by the first party.
- b. The second party shall take reasonable measures to ensure that its students do not disclose or use the Training Materials for any purpose other than the intended training program.

### 5.6. Inventions and Innovations:

If, during the training period, students develop any inventions, innovations, or improvements related to the first party's technology, the parties shall discuss in good faith the ownership and potential licensing arrangements for such developments.

### 6. VALIDITY:

- 6.1. The validity of the agreement is three years from the date of signing of the agreement. Both parties shall mutually renew the agreement on the same or amended terms and conditions as mutually agreed upon.



## 7. TERMINATION:

Both Parties may terminate this MOU, at their own discretion, upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their respective obligations.

## 8. DISPUTE RESOLUTION:

The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 15 (fifteen) Working Days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute ultimately to the Party Representative (or such other person as he may direct) of each Party

If the matter cannot be resolved mutually, the dispute shall be referred for Arbitration by the Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted at Chennai in the English language by a sole arbitrator, to be appointed mutually by both Parties.

## 9. GENERAL PROVISIONS:

**9.1. Notice:** All notices served by either party shall be provided via email to their respective accounts. Any notice to be provided to the first party should be sent to the email ID of the SPOC, who is coordinating with the second party.

**9.2. Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

**9.3. Waiver:** Any failure by the first party to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver by the first party of that provision or right.

**9.4. Relationship:** The second party acknowledges that their use of the first party's services does not make the second party an employee or agency or partnership or joint venture or franchise of the first party.



## 10. INJUNCTIVE RELIEF:

In the event of breach of these Terms by the second party, the second party agrees that the first party will be irreparably harmed and may not have an adequate remedy in money or damages. The first party, therefore, shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction. The first party's right to obtain such relief shall not limit our right to obtain other remedies.

## 11. GOVERNING LAWS AND JURISDICTION:

The Terms will be governed by and construed in accordance with the laws of India and you submit to the non-exclusive jurisdiction of the courts of Chennai for resolution of any disputes.

## 12. INDEMNITY:

By choosing our services, you agree to Indemnify and hold us and our parents, affiliates, employees, officers, and other representatives harmless from and against any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your use of our services, your violation of these Terms or your violation of any third-party rights.

## 13. LEGAL RIGHTS:

13.1. The first party reserves the right to conduct and deliver the program in a medium that is most suitable for them.

13.2. The ownership of copyright and intellectual property rights in all pre-existing methodologies, processes, programs, proprietary materials, techniques, strategies and the like shall continue to rest with the first party.

13.3. This program and its deliverables are intended for individual use only. Broadcasting / sharing / disclosing / uploading / publishing the material, information, techniques or strategies through any media, including but not limited to the internet, television, handheld devices and other devices, is not permitted, and is a breach of the intellectual property rights of the first party. The second party acknowledges that they shall not copy / reverse engineer / modify / reproduce any material / information provided to them. The first party reserves the right to initiate legal proceedings in case of such a breach of the terms of this Clause.



#### 14. ADDITIONAL SERVICES:

The first party may, at their discretion and subject to the terms of this MOU, provide certain additional services like Resume Building, Mock Interviews etc. This may be subject to separate terms and conditions. The second party acknowledges that, executing this MOU does not automatically entitle the second party to any / all elements of the additional services and the first party shall exercise their discretion while providing any additional services.

Contact details herein below stated:

#### For Icanio Technology Labs Pvt. Ltd.

#13, Agapaikulam 8th Street, Sathankulam Road, Nazareth, Tuticorin, Tamil Nadu 628617	Phone: +91 93630 94570 Email: vinothraja.k@icanio.com
Attn :	<b>Mr. K. Vinoth Raja,</b> Manager - Career Services and Project Delivery, Icanio Technology Labs Pvt. Ltd., Tuticorin.

#### For Al-Ameen Engineering College (Autonomous), Erode

Department of Computer Science and Engineering, Al-Ameen Engineering College, Erode-638 104, Tamilnadu, India.	Phone : (0424) 2500354 Email : <a href="mailto:principal@alameen.ac.in">principal@alameen.ac.in</a> Website : <a href="http://www.alameen.ac.in">www.alameen.ac.in</a>
Attn :	<b>Dr. M. MOHAMED MUSTHAF,</b> Professor / Vice Principal, Department of Computer Science and Engineering Al-Ameen Engineering College (Autonomous), Erode. Phone: +91 97153 09000

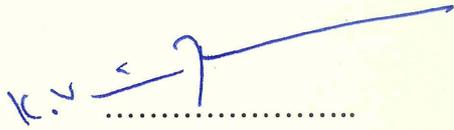


IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THIS THE 13/06/2025 AT PERUNDURAI.

Date : 13.06.2025

Place : ERODE .

For and on behalf of  
Icanio Technology Pvt. Ltd.

  
.....

Mr. K. Vinoth Raja  
Manager - Career Services and  
Project Delivery



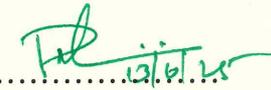
For and on behalf of  
Al-Ameen Engineering College

  
.....

Dr. A.M.J.MD Zubair Rahman.  
Principal  
Al-Ameen Engineering College

**PRINCIPAL**  
**AL-AMEEN ENGINEERING COLLEGE**  
Karundevanpalayam, Erode - 638 104.

Witnesses:

1.   
.....

Dr. P. Nalini  
HOD / MBA

2.   
.....

Dr. M. Mohamed Musthafa  
Professor / Vice Principal