

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமிழ்நாடு TAMIL NADU

தமிழ்நாடு

நாள்:..... நாள்: 17-12-2021

அடையாளம்: 201/-

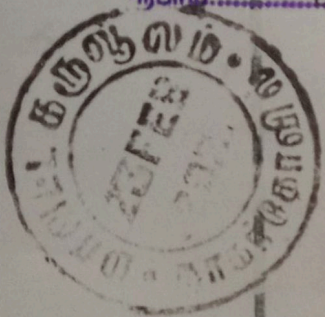
Lighting Lanterns
Media works
private Limited
(ATESH LABS)

97AB 243445

B. Vijayakuma
B. விஜயகுமாரி

முத்திரைத்தாள் விற்பனையாளர்
உரிமம் எண்: 24/2008 நாள்: 20-8-1

நாகர்கோவில் - 1.



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into 21/12/2021 (the "Effective Date"), by and between Lighting Lanterns Media Works Private Limited (ATESH Labs) with an address of 12-30/1 SN Buildings Nadoorkara and Holy Cross Innovation and Incubation Centre, Nagercoil of Holy Cross College (Autonomous) Nagercoil

WHEREAS, the Parties desire to enter into an agreement to Establish ATESH Labs a creative Integrated maker space/Tinkering Lab offered by Lighting Lanterns Media Works Private Limited and
WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Purpose and Scope.

- 1.1 The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to a Standard Classroom Space with 35-45 Chairs and 2-4 Tables.
 - 1.2 Permission to stick Materials on the wall which can be removed.
 - 1.3 A white board or Green Board with provisions to project screen
 - 1.4 A Computer with internet facility (Wi-Fi Preferred) and a Projector
 - 1.5 Enabling students/trainees provisions to use laptop
 - 1.6 Provision to setup a 3D Printer/ Demo Machine in Future.
 - 1.7 Provide Training and Certification of Various Courses Formalised by ATESH Labs in Design Thinking and other Innovation and Entrepreneurship related courses to the students of Holycross College (Autonomous) through Holycross Innovation and Incubation Centre
2. This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to creative maker space called ATESH Labs.

3. Objectives.

The Parties agrees as follows:

- a. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfilment of the purpose of the MOU.
- b. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- c. The Parties shall mutually contribute and take part in any and all phases of the planning and development of Holycross_Innovation and Incubation centre_to the fullest extent possible.
- d. This MOU is not intended to create any rights, benefits and/or trust responsibilities by or between the Parties.

4. Financial Terms and Conditions

4.1) Holycross Innovation and Incubation centre may fix the financial commitments towards ATESH Labs

5. **Term.** This Agreement shall commence upon the Effective Date, as stated above, and will continue until a period of 2 Year and an extension of further 6 Months
6. **Termination.** This Agreement may be terminated at any time by either Party upon 7 days written notice to the other party.
7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

This Agreement is legal and binding between the Parties as

14. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Indian law.

15. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Chief Design Officer (Lighting Lanterns Media works Private Limited)

Signed: _____

By: N. Rahul (Founder & CEO)

Date: 21/12/2021

President/CEO (Holycross Innovation and Incubation Centre)

Signed: _____

By: P. S. Sahayaselvi

Date: 21-12-2021

**The President,
Holy Cross Innovation and Incubation Centre,
(Pre-Industrial Centre)
Holy Cross College Campus,
Ramanagar, Nagercoil - 629 004.**