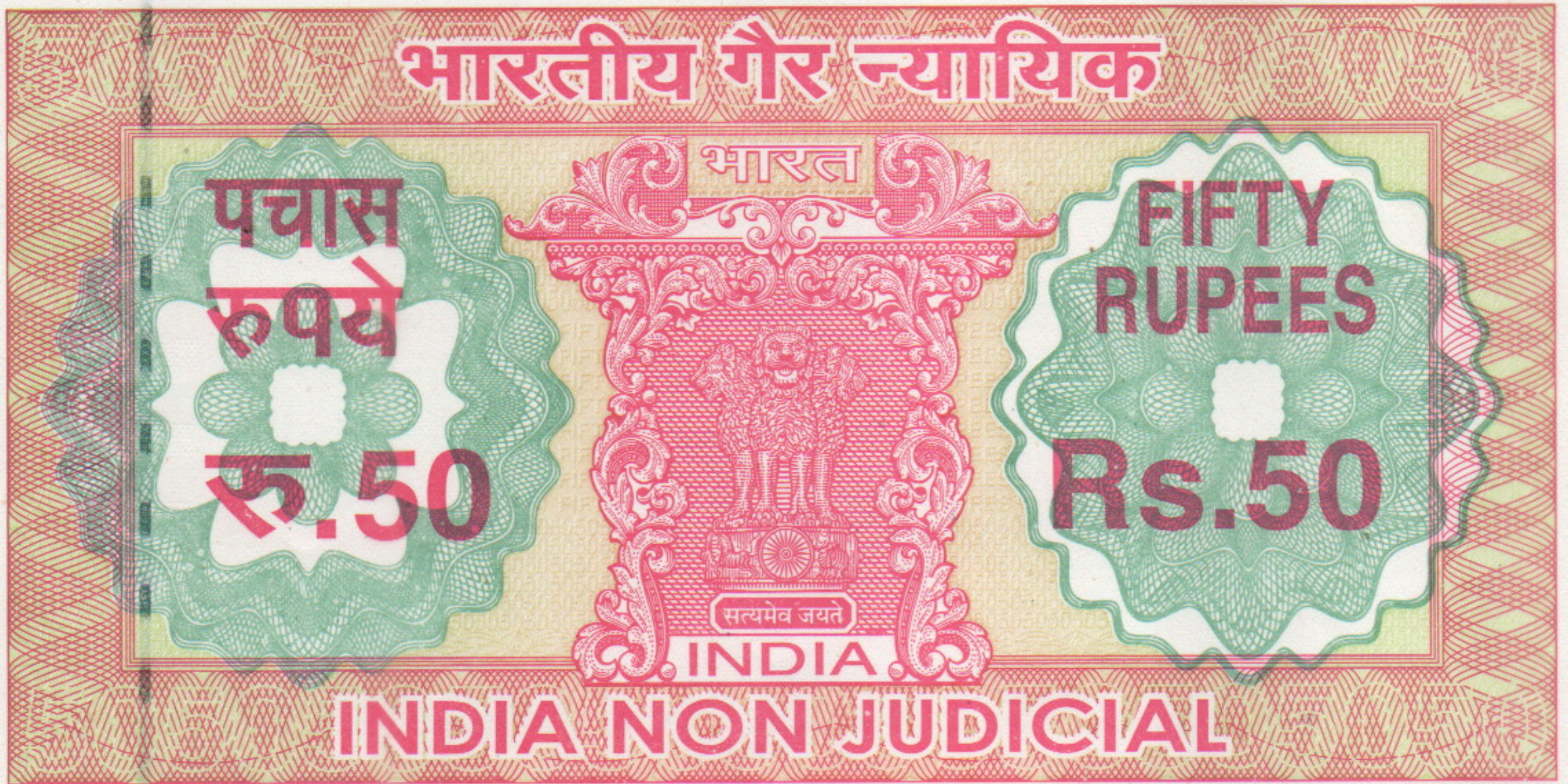




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Memorandum of Understanding

This Memorandum of Understanding ("MOU") is between the University of Calicut, the largest university in Kerala, established in the year 1968, which aims to nurture excellence in education and research in its catchment areas of Northern Kerala. The University is located at Tenhipalam, Calicut University Post, Malappuram District, Kerala 673635 (hereinafter referred to as UoC) and Group of Technology Companies, an Industry association of Technology Companies in Kerala, located at Nila Building, Technopark Road, Technopark Campus, Thiruvananthapuram, Kerala 695581 (hereinafter referred to as GTECH).

15/03/2024

No: 37257 Date: 14.3.2024

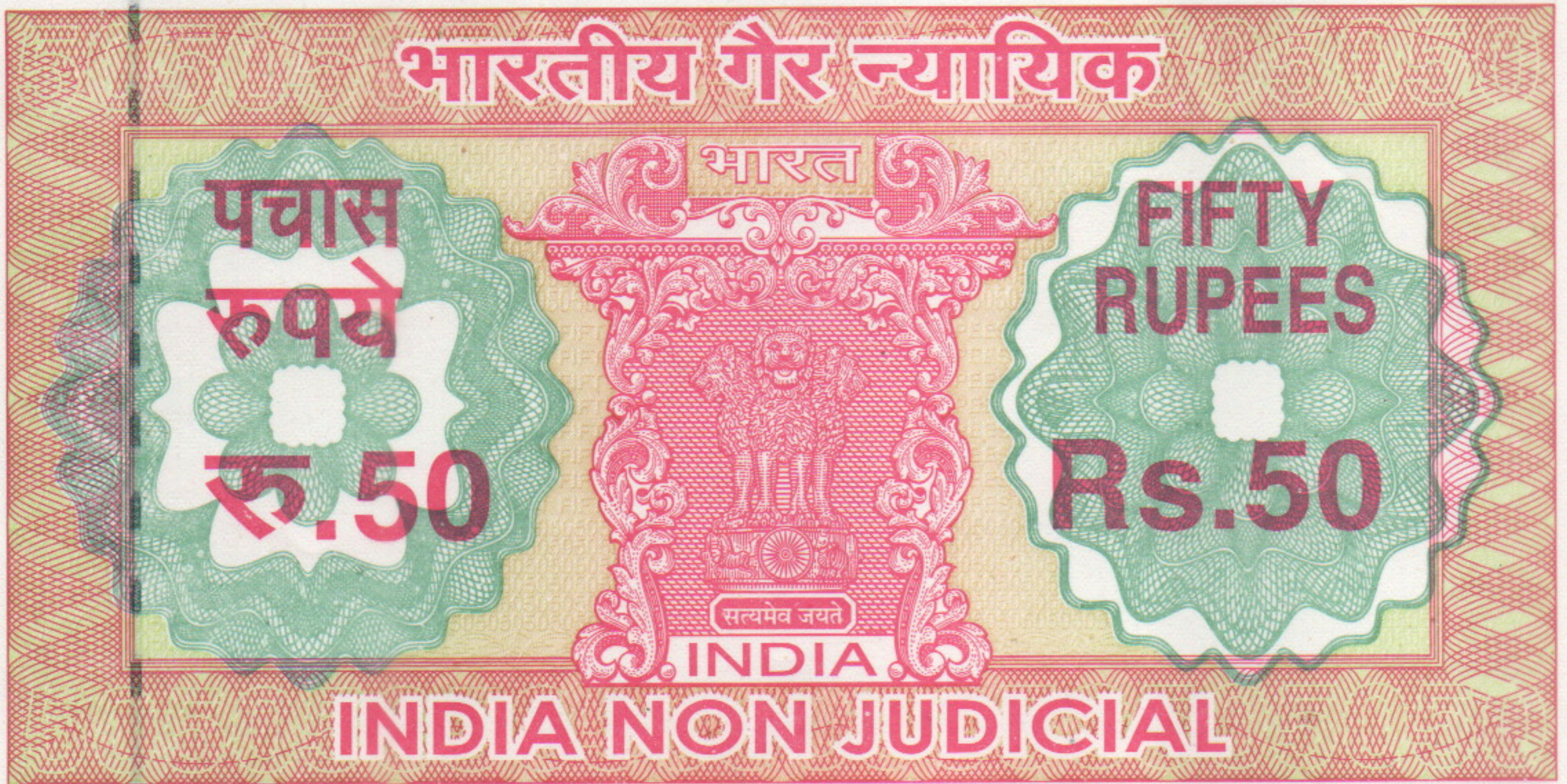
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Taluk: Amsom:

Name: Registration - University of Calicut

K. JAFAR MON
Acting S.R.O. Stamp Vendor
Thenhipalam





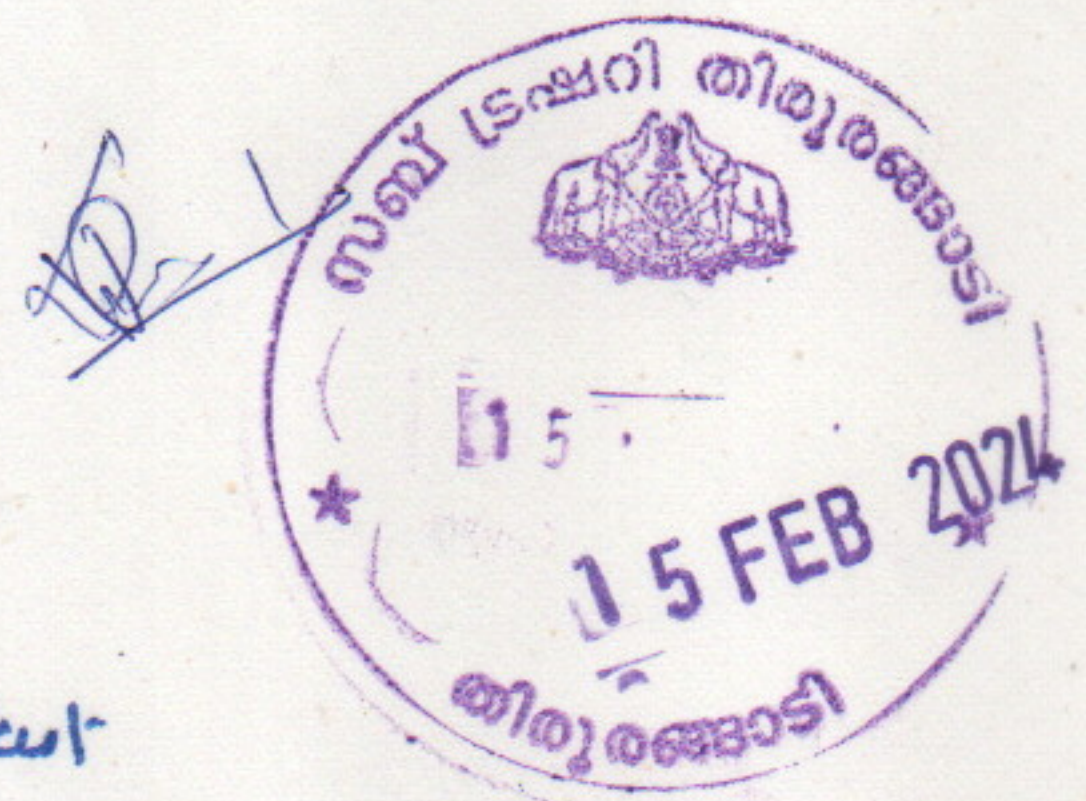
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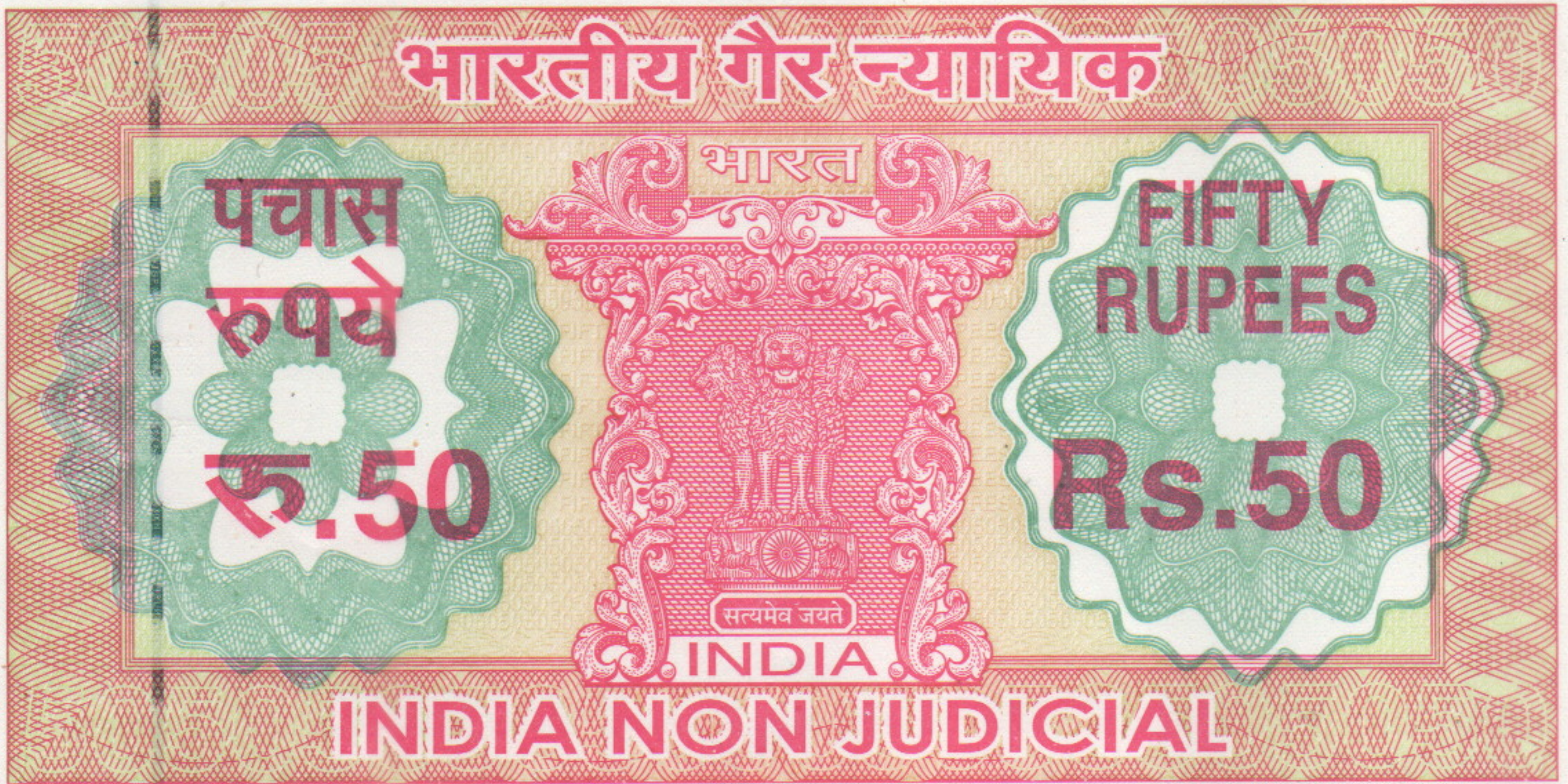
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RECITALS:

- A. The University of Calicut is the largest University in Kerala, established in 1968. The University has been keen to nurture excellence in education and research in its catchment areas of Northern Kerala. The University lays its emphasis on fostering quality human resources and promoting productive research that benefit both local communities and wider humanity."
- B. GTECH is an Industry association of Technology Companies in Kerala. It consists of IT (Information Technology), ITES (Information Technology Enabled Services and BPM (Business Process Management) companies as members.
- C. WHEREAS UoC has been established for the purpose of enriching the education process and to jointly work for enhancing the quality of education imparted to students of all the disciplines including fields allied to the domains where GTECH companies have expertise with.


15-3-2024
No: 37296 Date: 14.3.2024
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Name: Registrar, University of Calicut
K. JAFARMON
Acting S.R.O. Stamp Vendor
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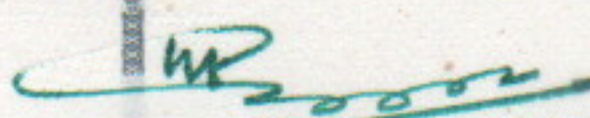
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CX 899467

- D. UoC wishes to collaborate with the Partner for the purpose of enriching the technical education in new subject areas, teaching and learning process and to jointly work for enhancing the quality of education imparted to students of all disciplines.
- E. UoC with assistance from GTECH has goals for enhancing the quality of the technical education for students thereby enabling them to meet the industry needs and to be recognized globally.

NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students under UoC and for the specific purposes detailed in Annexure I of this MOU
2. GTECH shall assist UoC in providing inputs for the preparation of course material for Industry oriented courses / Minor programmes.


15/03/2024

No: 37198 Date: 14.3.2024

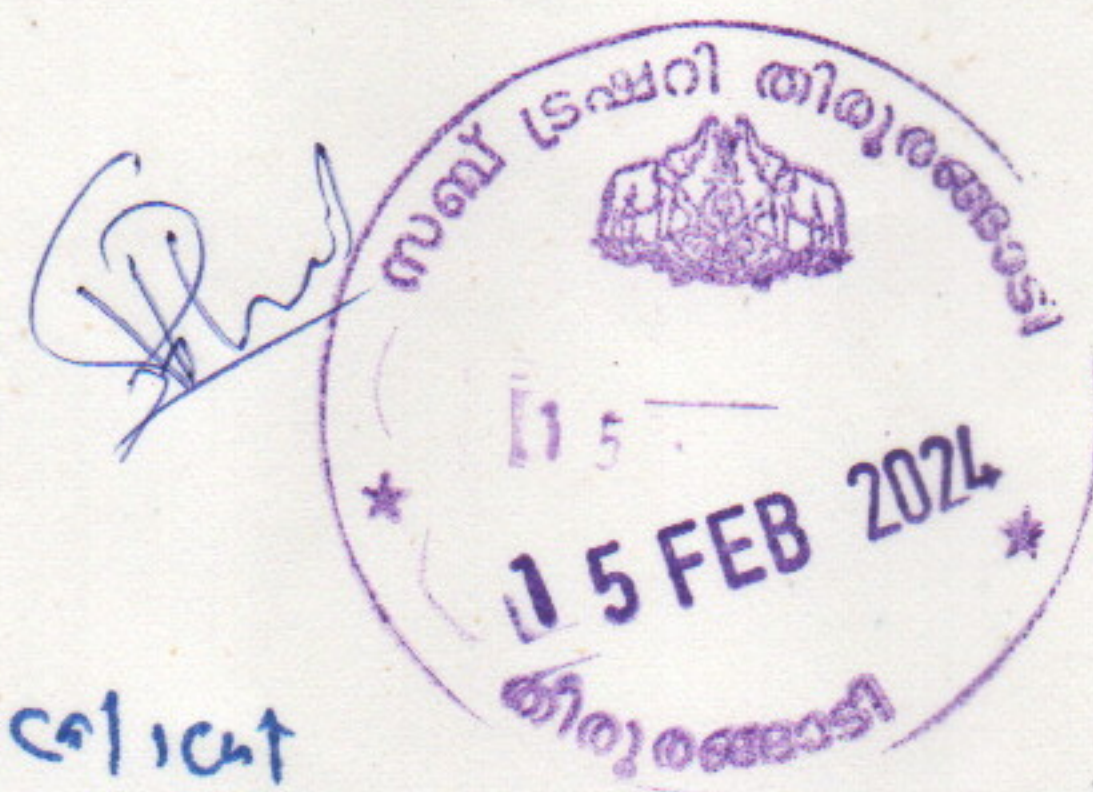
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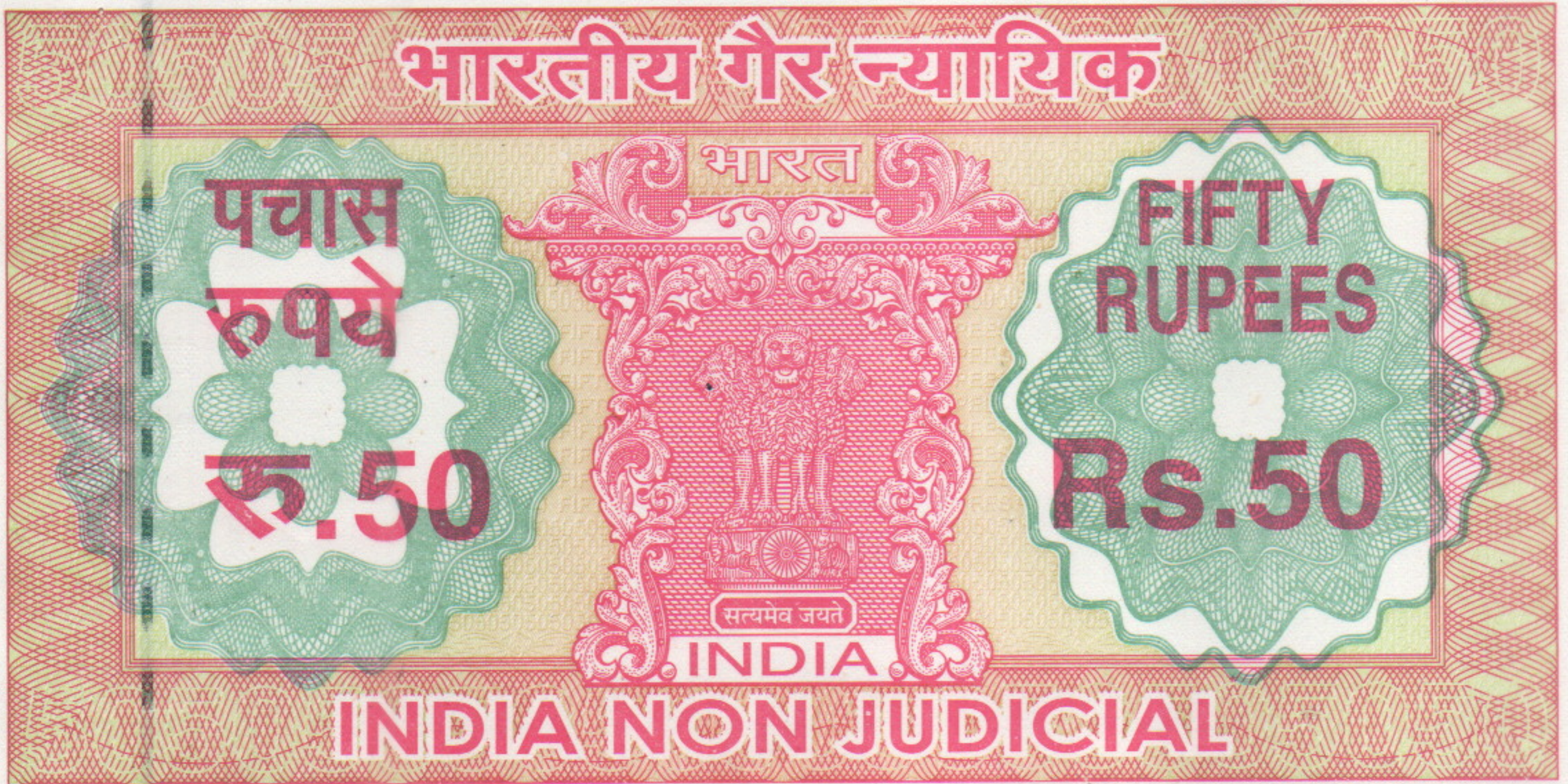
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University of Calicut

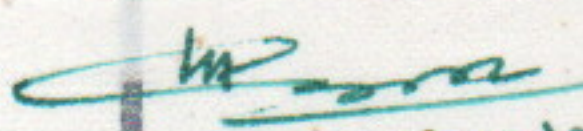




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3. It is agreed that the terms and conditions of any agreed cooperative project (s) as outlined in Annexure I of this MOU shall be the subject matter of separate definitive agreements to be negotiated and agreed upon by the Parties and/or any third parties, wherever applicable, provided always the decision whether to initiate and/or implement any proposed cooperative projects shall be subject to the availability of funds and human resources on the part of each party.
4. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.
5. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
6. Any expenses incurred by the parties for the purpose of this MOU shall be agreed upon and shall be borne as per the mutual agreement.


15/03/2024

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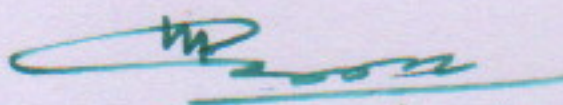
Taluk: Amsom:

Name: Registrar University of

K. JAFAR MON
Acting S.R.O. Stamp Vendor
Thenchipalam



7. Notwithstanding any other provision of this MOU, neither party shall have any right to use any trademarks or trade name of the other party, nor to refer to this MOU or the obligations performed hereunder directly or indirectly, in connection with any product, promotion, or publication without the prior written approval of the other party.
8. All information which has been disclosed to or obtained by either party at any time during the implementation of this MOU, is confidential information. For this purpose, the parties agree to sign the binding non-disclosure agreement in Annexure II.
9. The terms and conditions mentioned herein shall commence on the execution of this MOU and shall continue for a period of two (2) years from the date thereof or for such period as may be determined or extended by the parties from time to time by written notice, unless terminated by either party in accordance with this MOU. Either party may terminate this MOU at any time by providing three (3) months written notice to the other party.
10. Any notice required to be given hereunder shall be in writing and shall be deemed to be sufficiently served on the party if sent by hand / registered post / electronic mail to the addresses of the party as stated in this MOU. Notices shall be deemed received:
 - (i) If by hand or registered post on the day of delivery.
 - (ii) If sent by electronic mail to the correct address or designated address within twenty-four (24) hours.
11. Both parties agree to take all reasonable steps to ensure the successful completion of the collaboration and co-operate with each other in duly carrying out the obligation agreed upon.
12. The expiration and termination of this MOU will not affect the terms of those activities, which are in progress at the time of notification of expiry or termination of the MOU.
13. Both the parties agree that GTECH or its member companies are not obliged on account of this MOU to recruit any students from UoC and its affiliated colleges.
14. This MOU is an indication of good faith and intent on the part of both parties and does not create any legal obligations between them. In the event of any differences or disputes arising from the implementation of the provisions of this MOU, the parties shall as far as possible settle such differences or disputes in good faith by consultation or negotiation between the parties.


15/03/2024.



15. Save and except for Clause 6, Clause 7 and Clause 8, this MOU is not a legally binding contract and under no circumstances does this MOU subject either of the parties to liability for breach, whether material or minor, of contract or any other liability under international law or the laws of the country of the respective parties or any other applicable law.
16. The parties hereby agree that they are not bound exclusively by this MOU and are at liberty to enter into any separate agreements or arrangements with any third party without reference to the other party.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: _____

Date: _____

Place: _____

Place: _____

Name: _____

Name: _____

Designation: _____

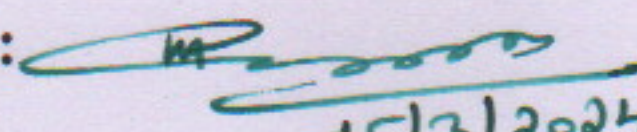
Designation: _____

Signature: _____


15-3-2024

Institute: _____

Signature: _____


15/3/2024

Authorized Signatory
For GTECH

Authorized Signatory
For University of Calicut

Seal: _____

Seal: _____

ANNEXURE I

PURPOSE / SCOPE OF THE COLLABORATION:

GTECH shall share inputs with UoC for imparting technical and soft skills training to the students. The details shown in Annexure I are only indicative guidelines, and UoC may change the following at short notice at its discretion.

There will not be any cash incentive for the faculty members or students involved in the training programs. However, value-added offerings may be provided to motivate the faculty members and students.

UoC

1. Introduce and promote GTECH to all university departments and colleges under UoC
2. Shall consult with GTECH for syllabus revision activities.
3. Shall coordinate with GTECH to facilitate availability of infrastructure in departments / colleges for conducting internships and placement drives.
4. Shall coordinate with colleges to facilitate availability of infrastructure for faculty improvement programs and other training programs of GTECH.
5. Shall ensure that academic calendar is shared with GTECH
6. Shall work with GTECH to ensure students passing out from UoC are industry ready.
7. Shall explore the possibility of implementing faculty internship initiative in association with GTECH
8. Shall explore the feasibility of incorporating an industry guide for research programs with the support of GTECH
9. Shall aim for frequent meetings with GTECH.

GTECH

1. Shall help in constituting an expert panel consisting of Industry members from reputed companies that advise the university on Industry Institute Interaction.
2. Shall assist in creation of Industry oriented courses with relevant and up to date syllabus that may be offered as electives / core papers for students across various disciplines.
3. Shall explore the feasibility of launching a portal listing industry oriented use cases, which can be solved by students.
4. Shall aim to conduct regular Hackathons for students from various disciplines with live use cases.
5. Shall strive to conduct regular Faculty Enablement Programs on latest technologies and industry use cases.
6. Shall provide a section in GTECH website to showcase outstanding projects by students of UoC.
7. Shall help in providing a "Hall of Fame" section in GTECH website for showcasing industry/ research-oriented achievements of promising faculty members or faculty guides.
8. Shall strive to facilitate regular Industry Guest Sessions to colleges esp. to those colleges which are in rural areas and in high range areas.
9. Shall help in providing the data points regarding participation of colleges/ students in the opportunities provided by GTECH are shared with UoC.
10. Shall strive to facilitate internships, company visits and placement drives for promising students of UoC.
11. Shall help in facilitating industry guides for students of various disciplines.
12. Shall explore the feasibility of establishing CoE (Centre of Excellence) Labs in Departments of UoC and colleges affiliated to it.
13. Shall strive for facilitating the availability of GTECH members for frequent meetings with UoC.
14. Shall strive for promoting outreach programs for social and economic upliftment of students and general public especially from rural areas.

ANNEXURE II

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This is an **agreement** ("Agreement" hereafter) between:

- **University of Calicut, located at Tenjipalam, Calicut University Post, Malappuram District, Kerala 673635 and Group of Technology Companies, an Industry association of Technology Companies in Kerala, located at Nila Building, Technopark Road, Technopark Campus, Thiruvananthapuram, Kerala 695581 ("Partner")** including the Partner's employees, affiliates and successors at the time of the entering the agreement and during the tenure of the engagement, that is effective _____.

The parties possess competitively valuable Confidential Information (as hereinafter defined) regarding their past, current and future services and products, research and development, customers, business plans, software, listings, holdings, alliances, investments, transactions, intellectual property and rights associated thereto and general business operations. The parties wish to enter into a mutually beneficial relationship, and as such, wish to share their Confidential Information with the other party, including its authorized employees and agents. For the purposes of this Agreement, the party that discloses Confidential Information to the other party shall be referred to as the "Disclosing Party", and the party that receives such Confidential Information from the other party shall be referred to as the "Recipient".

The Recipient may be given access to the Disclosing Party's Confidential Information or to create new Confidential Information for the Disclosing Party.

In view of the above, the parties agree as follows:

1. Confidential Information

"*Confidential Information*" includes any information:

- specifically indicated by the Disclosing Party, either verbally or in writing, as confidential;

- under the circumstances of the disclosure, those are to be treated as confidential; or
- the Recipient creates or produces while performing its obligations under this Agreement, regardless of the media that contains the information.

Confidential Information does not include information, which:

- is generally available to the public at the time of its disclosure to the Recipient;
- becomes known to the public through no fault/ action of the Recipient in violation of the terms herein;
- is legally known to the Recipient at the time of disclosure by the Disclosing Party;
- is furnished by the Disclosing Party to third parties without restriction; or
- is furnished to the Recipient by a third party who to the Recipient's knowledge legally obtained said information and the right to its disclosure.
- is developed independently by Recipient without use of or reference to the Disclosing Party's information.

2. Restrictions on Use

- (a) The Recipient will not disclose any Confidential Information to third parties for any purpose without the prior written consent of the Disclosing Party. However, where the Recipient is required to disclose Confidential Information in accordance with judicial or other governmental action, the Recipient will give the Disclosing Party reasonable prior notice unless such notice is prohibited by applicable law.
- (b) The Recipient will not use any Confidential Information for any purposes except those expressly contemplated or authorized by the Disclosing Party.
- (c) The Recipient will take the same reasonable security precautions as it takes to safeguard its own confidential information, but in no case less than reasonable care.
- (d) The Recipient undertakes to impose the confidentially obligations on all directors, officers and employees or other persons who work for the Recipient or under its direction and control, and who will have access to the Confidential Information.
- (e) The Recipient will return all originals, copies, reproductions and summaries of Confidential Information in its control, or confirm its destruction as requested by the Disclosing Party.

3. Action on Breach

- (a) The Recipient will notify the Disclosing Party immediately upon discovery of any breach of this Agreement by the Recipient, and will cooperate in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent further breach.
- (b) The Disclosing Party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Ownership and Warranties

- (a) All Confidential Information, including the inherent intellectual properties, remains the sole and exclusive property of the Disclosing Party and the Recipient shall have no right, title or interest in the same. Similarly, the Disclosing Party does not own any of the intellectual property of the Recipient, including any proprietary methodologies, tools or practices, unless otherwise agreed.
- (b) The Disclosing Party, unless expressly confirmed, makes no warranty regarding the accuracy or reliability of Confidential Information.

5. Applicability of Provisions

- (a) The provisions of this Agreement are jointly and severally applicable and will not be considered waived by any act or acquiescence, except by a specific prior written confirmation. Accordingly, both parties will expressly agree in writing to any changes in the Agreement.
- (b) If any provision of this Agreement is held illegal, invalid or unenforceable by law, the remaining provisions will remain in effect. Moreover, should any of the obligations of this Agreement be found illegal or unenforceable for any reasons, such obligations will be deemed to be reduced to the maximum duration, scope or subject matter allowed by law.
- (c) If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

6. Jurisdiction

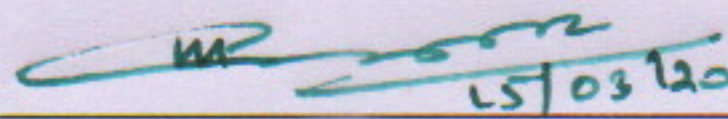
This Agreement will be governed by the laws of India on all substantive aspects, and both parties consent to the jurisdiction of the courts in Kerala.

7. Tenure and Survival

All obligations created by this Agreement shall survive change or termination of the parties' business relationship for a period of two years from the date of the disclosure of the Confidential Information or the change in/ termination of the business relationship of the parties whichever is later.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth above.

University of Calicut

By:  15/03/2024

Name: _____

Title: _____

Date: 15-03-2024.

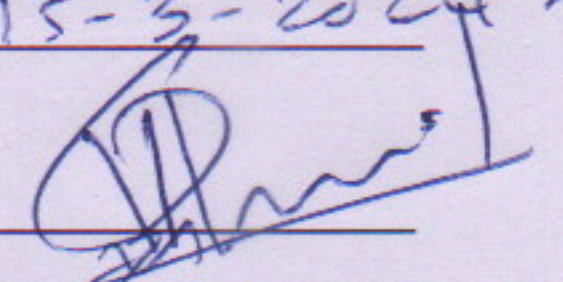
Seal:

GTECH (Group of Technology Companies in Kerala)

Name: Suhail VP

Title: _____

Date: 15-3-2024.

Sign: 

Seal: