



தமிழ்நாடு தமி்லநாடு TAMIL NADU

9156
18/3/14 IITM Incubation cell

M. GANAPATHY,
STAMP VENDOR
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No. 42, Velachery Main Road,
CHENNAI-600 042. PH: 22440099

**AGREEMENT BETWEEN
IITM INCUBATION CELL AND
SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING**

This agreement ("Agreement") is entered into this 15th day of February 2024 ("Effective Date") by and between

IITM Incubation Cell, a company registered under Section 25 of the Companies Act, 1956, having its registered office at 03 A2 Third Floor, IITM Research Park, Kanagam Road, Taramani, Chennai - 600113, Tamil Nadu, India represented by its authorized representatives (hereinafter referred to as 'IITMIC' which expression shall, unless it is repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the **ONE PART.**

AND

Sree Chitra Thirunal College of Engineering, an institution, having its registered office in NH 66, CTO Colony, Pappanamcode, Thiruvananthapuram, Kerala - 695018, India represented by Dr. C. Satish Kumar, Principal, (hereinafter referred to as 'SCTCE', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns) of the **OTHER PART** (IITMIC and SCTCE are hereinafter jointly referred to as 'Parties' and individually as 'Party')

For IITM Incubation Cell

Janawati Ghosh
Authorised Signatory

PRINCIPAL
Sree Chitra Thirunal
College of Engineering
Thiruvananthapuram



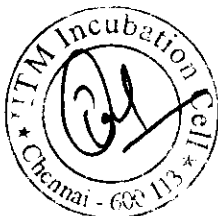
RECITALS


- A. SCTCE is a Higher Educational Institution and offers various courses under the faculty of Engineering & Technology. The institute is working towards its vision of empowering budding engineers in technical and entrepreneurial training and to contribute to the socio-economic augmentation of the nation.
- B. IITMIC is responsible for promoting and fostering entrepreneurship. IITMIC nurtures technology ventures through their start-up phase by providing all support necessary including strategic and operational guidance, training, mentoring, networking and such support as applicable to help entrepreneurs establish themselves before scaling up. IITMIC is running the Learning Engineering through Activity Program (“LEAP”) with Principal Investigator, Prof. Timothy A. Gonsalves.
- C. IITMIC is working towards enhancing engineering skills of undergraduate students in Indian engineering colleges and universities via practical exposure to engineering product design through LEAP. LEAP applies Project Based Learning methods in a semester long intensive program where students work on projects based on “real-world” problems, with an Inter-disciplinary scope.
- D. LEAP will involve selected knowledge partners in implementation of the programs.
- E. The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- F. Both Parties agree to enter into this Agreement for advancing their mutual interest at the agreed upon terms as contained in this Agreement.

CLAUSES

1. SCOPE OF THE AGREEMENT

- 1.1 The budding graduates from SCTCE could play a key role in technological up-gradation, innovation, and competitiveness of an industry. Both Parties believe that close cooperation between the two would be of major benefit to the student community to enhance their skills and knowledge. Both Parties intend to collaborate to enable LEAP program.
- 1.2 **Scope of IITMIC with respect to LEAP:**
 - 1.2.1 To provide the LEAP program content to SCTCE.
 - 1.2.2 To provide Trainings to the Faculty of SCTCE as per LEAP Program content.
 - 1.2.3 To help the faculty of SCTCE with respect to providing Trainings to the SCTCE Students as per LEAP content, including lectures towards specific skill sets.
 - 1.2.4 To guide Faculty of SCTCE w.r.t implementing and monitoring LEAP Program.




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1.3 Scope of SCTCE with respect to LEAP:

- 1.3.1 To nominate SCTCE Faculty members in accordance with the number of teams participating in the LEAP program. Faculty members to be selected as per LEAP guidelines.
 - 1.3.2 To select Students for participating in the LEAP program as per mutually agreed team size and number of teams in the program.
 - 1.3.3 To provide lab facilities, components, consumables etc. to students as per needs of the respective projects.
 - 1.3.4 To provide logistics support as per program requirements to both the faculty members and students participating in the LEAP program.
 - 1.3.5 To make payments to IITMIC as per mutual agreement for LEAP program implementation. SCTCE will pay a fee as per Clause 5 including applicable GST to IITMIC for the services indicated in Clause 1.2. Any changes in the fees will be captured via an addendum to this Agreement.
- 1.4 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

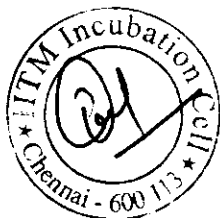
2. INTELLECTUAL PROPERTY


LEAP Content and Methodology are IP of LEAP. The materials may be used by SCTCE only for LEAP programmes with prior approval of LEAP. They may not be used for any other purpose except with the express prior approval of LEAP.

Nothing contained in this Agreement shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party. All employees and/or the representatives of each Party shall represent themselves only as employees or representatives of the such Party and each Party shall be solely liable for all actions of their employees and/or representatives

3. VALIDITY

- 3.1 This Agreement will be valid from the Effective Date till the end of **3 Years**, until it is expressly terminated by either Party on mutually agreed terms, during which period both Parties, as the case may be, will take effective steps for implementation of this Agreement. Any act on the part of the Parties after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this Agreement unless an amendment to this Agreement is executed.




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3.2 Termination: In case LEAP program implementation is in progress, both Parties may terminate this Agreement upon 30 calendar days' notice in writing. In the event of Termination, both Parties have to discharge their obligations to protect the interests of the students who are participating in the LEAP program.

4. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that SCTCE and IITMIC are acting under this Agreement as independent contractors, and the relationship established under this Agreement shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

Any divergence or difference derived from the interpretation or application of the Agreement shall be resolved by the President, IITMIC.

SCTCE shall make no warranties whatsoever on behalf of IITMIC or LEAP described herein unless specifically authorised by IITMIC.

5. FORMAL SERVICE CHARGES TRANSACTION FORMALITIES BETWEEN PARTIES

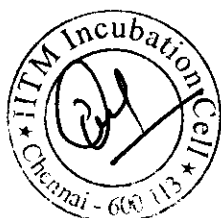
5.1 These are covered in Annexures for various courses.


5.2 Payment terms in Annexures would be updated whenever a new LEAP course is started.

6. DISCLAIMER

SCTCE understands and acknowledges that IITMIC intends to provide good quality support and services to it in good faith; and IITMIC does not undertake responsibility for ensuring quality of support and services provided by IITMIC and its consultants to the complete satisfaction of SCTCE.

SCTCE further agrees that IITMIC or its officers, directors, representatives and employees shall not be held liable for any reason on account of the above.




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LIMITATION OF LIABILITY

Neither Party shall be liable for indirect, consequential, exemplary, incidental, special or punitive damages (or any comparable category or form of such damages, howsoever characterized in any jurisdiction), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, and even if foreseeable or if such Party has been advised of the possibility of such damages.

7. INDEMNITY


SCTCE hereby irrevocably and unconditionally undertakes to defend, indemnify and hold harmless IITMIC, its affiliates, its officers, directors, representatives and employees, and keep them indemnified at all times from and against all claims, damages, costs and expenses (including legal expenses) that may be incurred by IITMIC due to or in relation with the non-performance or breach or alleged breach of any of the terms and conditions of this Agreement, damage loss or destruction caused to any real, tangible or intangible property including goodwill including but not limited to third party claims for damages suffered or incurred or that may be suffered or incurred by IITMIC for any reason whatsoever including but not limited to as a result of or in relation to, any breach or non-fulfilment by SCTCE of any of its representations, warranties, obligations, and covenants set out in this Agreement. This right to indemnification by IITMIC shall not in any manner prejudice the right of IITMIC to claim any other relief or recourse under law.

The indemnification rights of IITMIC hereunder are independent of, and in addition to, such other rights and remedies IITMIC may have at Law or in equity or otherwise, including the right to seek specific performance or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

8. CONFIDENTIALITY

SCTCE undertakes that it will not disclose, and will use its reasonable efforts to ensure that its representatives, officers, managers, partners, members, employees, legal, financial and professional advisors, do not disclose, to any third party any confidential information without the prior written consent of IITMIC that has proprietary rights over such confidential information.



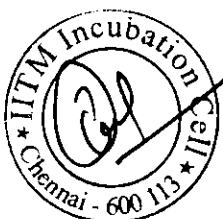

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9. GOVERNING LAW & DISPUTE RESOLUTION

- a) In case of any dispute or differences arising out of this Agreement, each Party may as soon as practicable give to other Party notice in writing of the existence of such disputes or differences specifying its nature and the point of issue.
- b) If the Parties cannot resolve the matters by mutually acceptable solutions within 30 (days) business days of receipt of such notice, the said dispute or difference shall be referred to and settled by way of arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended.
- c) The arbitration shall be conducted by a sole arbitrator appointed mutually by the Parties. In the event the Parties fail to appoint a sole arbitrator within 7 days, both the Parties shall appoint one arbitrator and both the arbitrator shall appoint a third arbitrator. The seat of the arbitration proceedings shall be in Chennai, India. The arbitration proceedings shall be conducted in English.
- d) Each Party shall bear their own cost of arbitration and the award of the arbitrator(s) shall be a reasoned award and shall be final and binding on the Parties.
- e) This Agreement shall be governed by and construed in accordance with the laws of India, the courts in Chennai shall have exclusive jurisdiction.


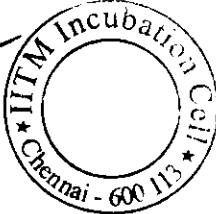

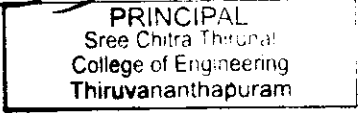


10. MISCELLANEOUS

- a) Notices: Any notice to be given hereunder shall be deemed sufficient if addressed in writing, and delivered by registered or certified mail or delivered personally, to the registered office of the Parties as contained herein.
- b) Entire Agreement: This Agreement along with its annexures, attachments constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder.
- c) Amendments: This Agreement shall not be modified or amended except by an agreement in writing signed by each of the Parties hereto.
- d) Waiver: No failure of a Party to insist upon strict compliance by the other with any obligation or provision hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of such Party's right to demand exact compliance with the terms of this Agreement.




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- e) **Severability:** If any provision of the Agreement or the application thereof to any person or entity or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- f) **Signatures:** IITMIC and SCTCE have caused this Agreement purely on mutual trust and commitment and have executed by their duly authorized representatives as of the day and year written below:
- g) **Force Majeure Events:** Neither Party hereto shall be responsible for failure or delay in the performance of any of its obligations hereunder due to any cause or causes not imputable to it, such as natural disaster, war, insurrection, epidemic, pandemic, revolution, riot, governmental restriction or so forth. If either Party hereto is prevented by such cause or causes from performing its obligations under this Agreement, such Party shall promptly notify the other Party to that effect.

IITM INCUBATION CELL	SREE CHITRA THIRUNAL COLLEGE OF ENGINEERING
  <p>Authorized Signatory Name: Dr. Tamaswati Ghosh Designation: CEO, IITMIC Date: 15-02-2024 Place: Chennai</p>	  <p>Authorized Signatory Name: Dr. C Sathish Kumar Designation: Principal Date: 15-02-2024 Place: Thiruvananthapuram</p>
 <p>Witness 1 Name: Prof. Timothy A. Gonsalves Designation: Principal Investigator, LEAP</p>	 <p>Witness 2 Name: Dr. Madhu G. Designation: Professor (Mech. Engrs.) SCTCE</p>

Annexure 1. LPB01 and LPB02 Courses for SCTCE

Formal service charges and transaction formalities between parties for LPB01 (Reverse Engineering bootcamp) during second semester and LPB02 (Automation with Arduino) for SCTCE for Academic Year 2023-24 during third semester:

A.1.1. Service Charges

Cost Factor	Amount * (Rupees)	Remarks
LEAP Membership Fee	Rs. 25,000	If paid per semester
	Rs. 40,000	If paid for the academic year
LEAP Fee for both LPB01 and LPB02 Programmes	Rs. 2,10,000	<ul style="list-style-type: none">● FDP:<ul style="list-style-type: none">○ 20 Faculty, 1 FDP, 3 days○ FDP conducted by LEAP team● Students Programme:<ul style="list-style-type: none">○ 120 students, 2 batches of 60 students each○ In each semester, 2 days per batch, 4 days covering both batches○ Conducted by LEAP trained college faculty with local support from LEAP team

* GST to be paid extra as applicable

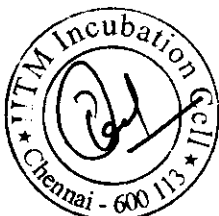
A.1.2. Terms and Conditions

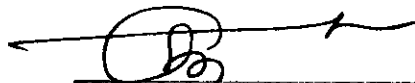
A.1.2.1. Acceptance of the quotation constitutes a concluded contract. After the acceptance of the quotation, the agreed fee must be paid as stated in section A.1.3.

A.1.2.2. Only the mentioned service and offering will be provided and any other services from LEAP or IITMIC can be discussed separately including the scope and expenses.

A.1.2.3. SCTCE will bear the cost of equipment used during the program. IITMIC or LEAP team will in no case be liable for any expenses on account of bill of materials including the transport charges.

Accommodation and local travel must be taken care of by SCTCE when LEAP faculty travels to college in relation to above mentioned services.

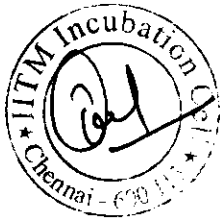



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A.1.3. Payment Terms

Fee	Description	Amount * INR
LEAP Membership Fee	To be paid before start of FDP Programme	₹25,000 or ₹40,000
LEAP Fee for LPB01 and LPB02 Programmes	50% to be paid before start of FDP	₹1,05,000
	50% to be paid before start of LPB01 Student Programme in the second semester	₹1,05,000

* GST to be paid extra as applicable



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