

Memorandum of Understanding (MOU) between M/s.TRIZLABZ PVT LTD (trizlabz) and Sree Chitra Thirunal College of Engineering (SCTCE)

This Memorandum of Understanding (MoU), is made on this 30th day of November 2021 by and between **M/s.TRIZLABZ Private Limited**, a company having registered office at No. 6/858-M, 2nd Floor, Suite No. 456, Valamkottil Towers, Judgemukku, Kakkanad, Kochi - 682021 and operating locations at Kochi and Trivandrum in Kerala, hereinafter referred to as "**trizlabz**".

And

Sree Chitra Thirunal College of Engineering, an Engineering educational institute established under the Scientific and Scientific, Literary and Charitable Societies Act by the Govt of Kerala for imparting engineering and technology and having its registered office at Pappanamcode, Thiruvananthapuram, Kerala - 695018, hereinafter referred to as "**SCTCE**".

1. Introduction

trizlabz is a start-up initiative, whose primary focus is to bring out best-in the class industry 4.0 technology enabled products for multiple verticals. Now they are developing an autonomous indoor mobile robot (AMR) targeting different verticals. Currently a team of 20 people are engaged in developing this product. The core design team is headed by experts with 20+ years in product development and product enabled services. **trizlabz** would like to associate with **SCTCE** through an **MOU** for the purpose of engaging bright and enthusiastic students from Mechanical, Electronics and Computer science engineering streams to support in the design, programming and control of their product. The said activity could also be considered as part of their final year project/internship.

SCTCE, started in 1995, is the first Self finance Engineering College initiated by Kerala State Road Transport Corporation and is Governed by the Govt of Kerala. The institute is offering seven UG programs, three PG programs and PhD programs affiliated under APJ AbdulKalam Technological University. **SCTCE** is accredited by NBA. **SCTCE** is also one of the few colleges in the state of Kerala selected for the World Bank aid under the TEQIP of Govt of India. The Institute also has the privilege of being the first engineering college in the state of Kerala to offer a BTech degree course in Automobile Engineering. The institute is one of the most preferred engineering college in the state because it maintains high academic status by bagging more than 40 University first ranks ever since its inception and is able to provide almost 100% placements for the eligible candidates through Career Guidance and Placement Cell (CGPU). The institute also has Entrepreneurship Development Centre (IEDC), incubation center for start-ups and a FAB Lab supported by Kerala startup mission and K-DISC.

Whereas the parties have decided to enter into a strategic alliance on terms mutually beneficial to them.

2. Objectives of Cooperation

The main objective of this MoU is to provide a platform to build a strong and on-going relationship between trizlabz and SCTCE. The primary goals are –

2.1 To develop and foster strategic linkages with SCTCE and the technical departments at trizlabz.

2.2 To start an incubation center of trizlabz at SCTCE by involving students from various engineering branches for inter disciplinary projects.

2.3 To assist the students and enhance their knowledge about the latest technologies in which trizlabz is involved.

2.4 To understand the needs and expectations of both the institute and the organization and to identify the measures required to meet requirement therein.

3. Coordination

trizlabz and SCTCE will establish a “joint working group” for coordination. Both parties will ensure that the working group comprises of appropriate personnel to discuss and implement the measures mentioned in this MoU. From SCTCE, it would be a Permanent Senior Faculty in charge of IEDC designated as Faculty coordinator and faculty in-charge of CGPU would be the co-coordinator. Both parties shall take all reasonable steps to cooperate and ensure successful implementation of all the measures mentioned in this MoU.

4. Mechanisms for Cooperation

The “joint working group” to implement, administer and execute the following measures as under -

4.1 Establishment of an Incubation center at SCTCE

trizlabz shall establish an Incubation center at SCTCE for mentoring and capacity building for a group of students selected by them from various UG & PG engineering branches at the incubation center. trizlabz shall pay a nominal fee of Rs.1000/- (Rupees one thousand only) to the IEDC of SCTCE for utilizing the space and facilities available at SCTCE.

4.2 Technical presentations and talks at SCTCE

trizlabz to provide its resource persons to participate and deliver technical presentations and talks on topics that jointly decided by SCTCE and trizlabz.

4.3 Sponsorship of technical events and symposiums at SCTCE

trizlabz shall sponsor and participate in technical events and symposiums at SCTCE in the areas of mutual benefit. The final decision though will be taken on a case-to-case basis after review and discussion between the two parties.

4.4 Projects for Undergraduates and Post-graduate students

trizlabz shall explore the possibility of increasing student and faculty interaction by the way of projects for students from both undergraduate and post-graduate courses, depending on the need and availability of such projects in trizlabz.

4.5 Placement of Toppers and competent students

trizlabz to recruit toppers and competent students of final year from SCTCE, which will be need based and demand driven.

4.6 Assistance for bridging the gap between academic curriculum and Industry

trizlabz shall contribute in bridging the gap between academic curriculum and Industry on the areas of their competency in SCTCE by providing interaction with faculty and students on their industrial experience and technology driven changes.

5. Confidentiality

Either party guarantees and acknowledges that all information whether in writing or oral or otherwise obtained from other party under this MOU would be kept strictly confidential during the MOU or after cessation, either party shall not divulge, disclose or impart to any third person/organization. The provision of this clause shall survive the termination of this MOU.

6. Monitoring and Implementation

A Co-ordination Committee consisting of two faculty members of SCTCE and two officers nominated by trizlabz will do the planning and monitoring of the implementation of the various aspects of this MoU. There would be quarterly & annual reviews. These reviews would primarily focus on the objectives of this MoU.

7. Intellectual Property

Title to the intellectual property rights of the software/ documents supplied/furnished if any under this MoU by trizlabz will at all times remain proprietary of trizlabz. Title to the intellectual property rights in materials solely and independently developed by SCTCE hereunder will at all times remain with the SCTCE. Each of us grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

8. General

1. This MOU shall be valid for a period of 36 months from the Effective Date. This MOU shall be renewed for further term with mutual consent. This MoU may be terminated by either party by providing the other two (2) month's written notice. Clauses 5 and 7 of this MoU shall survive any such termination.
2. Neither party hereunder shall be liable for any consequential loss or damages arising out of the performance of obligations under the terms of this MoU.
3. Neither party will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
4. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent

amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.

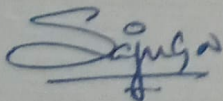
5. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.
6. This MoU supersedes all proposals or other prior representations or communications, either oral or written.
7. The parties to this MoU shall not be liable to each other for failure or delay in the performance or any of its obligations under this MoU for the time and to the extent such failure or delay is caused by riots, civil commotion, wars, hostilities between nations, government loss, orders regulations, embargos, action by the government(s) or any agency thereof act of God, storms, fires, accidents, strikes, sabotages, explosion, or other similar or different categories beyond the reasonable control of the respective parties to this MoU.
8. This MoU shall, in all respects, be governed by and construed in all respects in accordance with the laws of the Republic of India.
9. All dispute or difference arising between the Parties as to the effect, validity or interpretation of this MoU or as to their rights, duties or liabilities hereunder (Disputes) shall be resolved by mutual discussion between representatives of trizlabz and SCTCE.
10. In the event of failure to reach an amicable solution by both the Parties within two months (60 days) from the commencement of mutual discussions, such dispute shall be referred to and settled by Arbitration by three Arbitrators, one to be appointed by each Party and the third to be appointed by the two Arbitrators. The Arbitration proceedings shall be in accordance with the Arbitration & Conciliation Act 1996. The venue of arbitration proceedings shall be Bangalore and the arbitration proceedings shall be in English language. The Parties hereby agrees to submit to the exclusive jurisdiction of the courts in Bangalore for initiating any legal action for enforcing any terms and conditions of rights and obligations under this Agreement.

Agreed to:

For trizlabz

Saju G Nampoothiri
(Managing Director)

By:

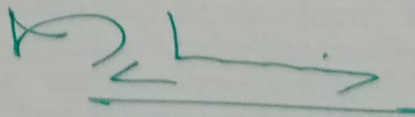


Dated: 30/11/2021

For SCTCE

Dr. K.B.Radhakrishnan
(Principal)

By:



Dated: 30/11/2021