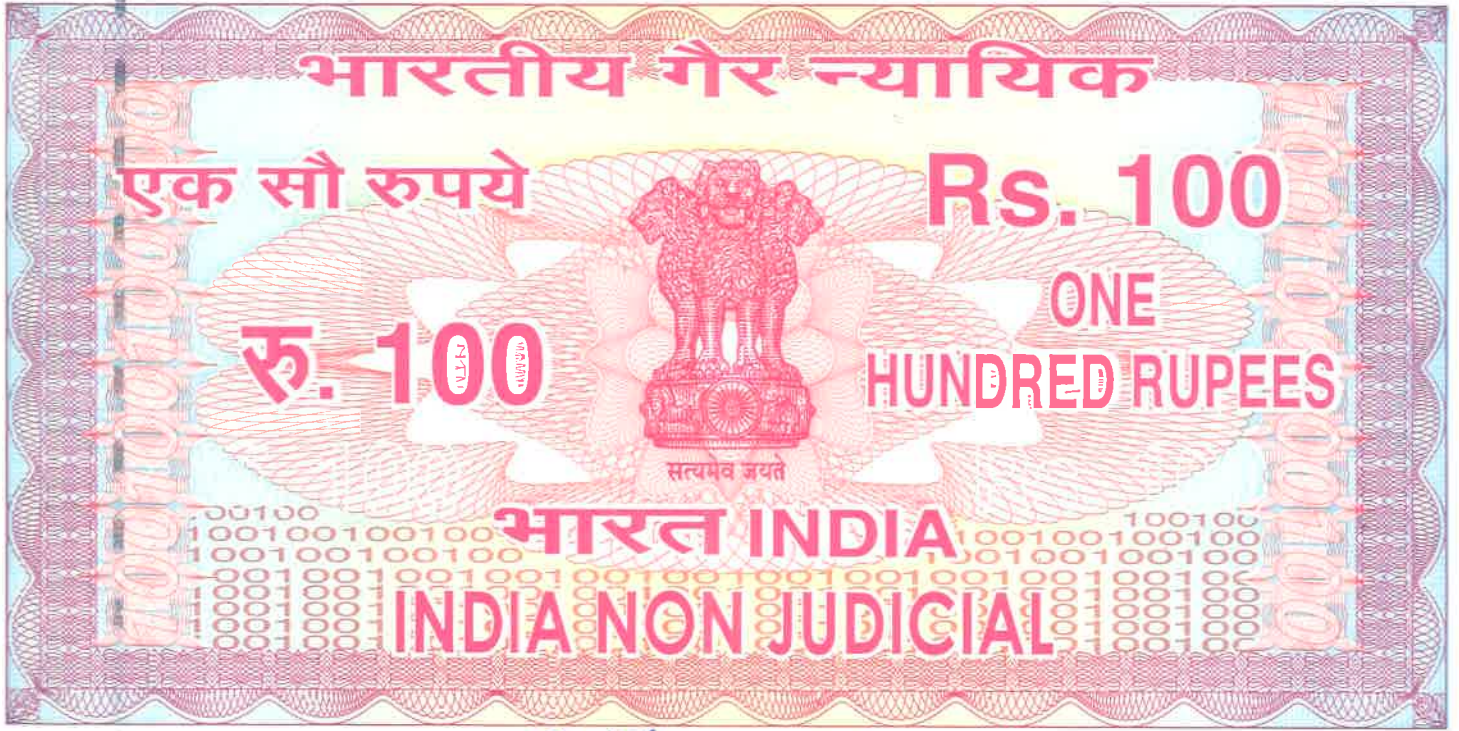




தமிழ்நாடு தமிழ்நாடு TAMILNADU

DV 111954

17.2.2024
Secretary
Kongunadu Arts & Science
College - CBE

D. DINESH KUMAR
STAMP VENDOR
Thudiyalur, CBE-64, T.Nadu
I No. 7571/B1/93

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding is entered into on this **day of February 2024** at Coimbatore-641029 between the **School of Computer Science of Kongunadu Arts and Science College (Autonomous)** (hereinafter referred to as KASC) located at GN Mills Post, Mettupalayam Road, Coimbatore-641029 is represented by **Dr C A Vasuki, Secretary and Director** on ONE part.

And

OXI.AI Academy is located at NO.144, SLV Noble RR Embassy, Nava India Road Peelamedu, Coimbatore, Tamil Nadu- 641004, represented by the Proprietrix **Ms. Prabha A G** on the SECOND part, collectively referred to as "the Parties", to disseminate and advance knowledge by providing instruction, internship, workshops, project works (research), Consultancy and extension facilities in branches of Computer Science education as it may deem fit and proper.



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Both parties recognize the institutional capacity to build a mutually beneficial relationship in this background and have entered this MoU per the terms and conditions set hereinafter to promote and develop curriculum-related activities.

1. Nature of Collaboration:

The parties shall provide the students and teachers with the necessary academic environment and facilities.

- a. Imparting knowledge about practical Artificial Intelligence, Data Science, and Data Analytics.
- b. Internship for students.
- c. Training for Faculty.
- d. Project (Research) related activities to students and faculty in collaboration with the second party.
- e. Conducting Professional Development Programs for students and Faculty.
- f. Providing opportunities for Institutional Training in niche areas.

2. Co-operation and Mutual Support:

- a. Both Parties shall evolve a mutually acceptable schedule to develop academic programs holding exchange visits and seminars.
- b. Academic interaction and intellectual assimilation may include:
 - i. Organizing joint seminars, conferences and Hands-on workshops.
 - ii. Collaboration in sharing academic data, scientific information and techniques, publication and resources in the prior and mutual written consent between the parties.

3. Industrial Training for Students and Faculty:

- a. Arrangements based on mutually acceptable terms shall be accomplished to give impetus to collaborative and joint projects with minimal fee structure.
- b. Issues relating to travel, remuneration and miscellaneous expenses shall be borne by the Parties that organizes events and shall vary according to the rules, regulations and policies of the Parties from time to time or as stipulated in existing regulations and norms.

4. Innovation Hub:

a. Objectives and Roles:

- i. The Parties shall mutually contribute and participate in all phases of the planning and development of the "Innovation Hub" to the fullest extent



- ii. The Innovation Hub will conduct activities like talent scouting, recruitment, skill development, technology innovation, product development and enhancement.
- iii. School of Computer Science of Kongunadu Arts and Science College (KASC) will act as a **FACILITATOR**, and the OXI.AI Academy will be the **OPERATOR** of the Innovation Hub.

b. Operation:

- i. The Innovation Hub will operate at the KASC campus and comply with the rules and regulations of the KASC campus.
- ii. KASC will identify and allocate a dedicated place and necessary infrastructure to run the Hub, including furniture, electricity, internet, printers, laptops and computers.
- iii. KASC will bear the electrical charges and other infrastructure-related fees and payments to any third parties.
- iv. OXI.AI Academy will take full responsibility for operating the Innovation Hub and assign one of the staff to be in charge of the "Innovation Hub" and will be called a "Trainer".
- v. OXI.AI Academy staff will be present physically or virtually to manage the Hub.
- vi. The Parties leadership will monitor the activities and provide adequate support and guidance.
- vii. OXI.AI Academy will report the activities conducted and outcomes to KASC management every Quarter.
- viii. The Innovation Hub will follow the KASC working schedule and official working days. It may operate beyond the working hours, weekends, and holidays of KASC with prior approval from the KASC management.

c. Recruitment:

- i. The Innovation Hub is formed exclusively to identify, enhance and nurture the top talented School of Computer Science of KASC students.
- ii. The Parties agree to create a fixed number of positions and be titled "Intern Developer" at the Innovation Hub annually. They will be considered as a contractual employee of OXI.AI.
- iii. The Parties will shortlist the Undergraduate and Postgraduate students of KASC for every academic year based on their academic performances and invite them for an interview.



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- iv. The Parties will finalize candidates and offer a contract to join the Innovation Hub for the academic year.
- v. The above recruitment process will abide by all the laws and principles of KASC and OXI.AI.
- vi. If the selected candidate has a significant technical skill gap, OXI.AI Academy will offer an optional one-time bridge training program for two weeks (a standard fee of ₹1000/- per student).
- vii. The students who accept the offer will operate from the Innovation Hub and report to the Innovation Hub in charge.
- viii. The Parties will record the employed student's attendance, and the student should clock at least 10 hours of quality time per week at the Innovation Hub.
- ix. The Parties will issue an official work experience and employment letter to the students upon completion of tenure.
- x. The Parties will reserve full rights to withdraw the offer or to relieve the student at any time during the tenure.

d. Branding:

- i. The Parties will add their logos and names for branding the Innovation Hub.
- ii. The interiors of the Innovation Hub are to be modified to portray an innovative atmosphere.
- iii. The Parties will equally split the expenses for interior decoration.
- iv. The Parties will conduct activities at the KASC campus to promote the Innovation Hub among the students.
- v. The Parties shall be allowed to use the "Innovation Hub" activities to promote their brands.

5. Fees:

The parties agree to the following fee terms and conditions. The fees will be collected directly from KASC students or via KASC management by OXI.AI Academy before conducting the activities. The tariff may be decided based on mutual agreement between parties.

6. Term:

This Agreement shall commence upon the Effective Date, as stated above, and will continue until **THREE** years.

7. Termination:

This Agreement may be terminated at any time by either Party upon 30 days written notice to the other Party. In such case of termination each of the party should complete their committed activities as on date.



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8. Representations and Warranties:

Both Parties represent that they are fully authorized to enter this Agreement. The performance and obligations of either Party will not violate or infringe upon any third-party's rights or violate any other agreement between the Parties, individually, and any other person, organization, business or any law or governmental regulation.

9. 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.

10. 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.

11. Severability:

Suppose any provision of this Agreement is deemed invalid or unenforceable, in whole or in part. In that case, 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.

12. 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 future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

13. Legal Fees:

In a dispute resulting in legal action, the successful Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

14. Legal and Binding Agreement:

This Agreement is legally binding between the Parties as stated above. This Agreement may be entered into and lawfully binding to Tamil Nadu, India region only. The Parties each represent that they have the authority to enter into this Agreement.



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15. Entire Agreement:

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

Signed at the Premises of the School of Computer Science of Kongunadu Arts and Science College.

Authorized signatory on behalf of OXI.AI Academy, represented by **Ms. Prabha AG**
OXI.AI Academy, Coimbatore, Email: academy@oxi-ai.org

Seal



Date:

For OXI.AI ACADEMY
Proprietor

Proprietrix

Signature

Witness:

1. *K. Dhana Lakshmi*
Dr. K. DHANALAKSHMI,
Assistant Professor & HOD (IT),
Department of IT, KASC,
2. *Sangeetha M.*
Sangeetha M.
Center Head,
Oxi, Ai Academy.

Authorized signatory on behalf of the School of Computer Science of KASC,
represented by **Dr C. A. Vasuki**

Seal



Date:

Secretary and Director

Signature

Witness:

1.

2.