



தமிழ்நாடு தமில்நாடு TAMILNADU



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உரிமம் எண்: 1/2015/மா.ப.அ./திருச்சிரப்பள்ளி

சமயபுரம்

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING FOR EDUCATIONAL COLLABORATION is entered into at Tiruchirappalli on the 18th day of December 2024.

BY AND BETWEEN

Cauvery College for Women, Entrepreneurship Development Cell (EDC) represented by the principal Dr.V.Sujatha, with their registered office at Cauvery Nagar Main Rd, Annamalai Nagar, Woraiyur, Trichy - 620018, Tamilnadu for training services to be rendered to the students of Cauvery College for Women, an autonomous institution; represented by its Principal, Dr.V.Sujatha, having office at Cauvery Nagar Main Rd, Annamalai Nagar, Woraiyur, Trichy - 620018, Tamil Nadu (hereinafter, "Educational Trust")

AND

Curiosite Private Limited, represented by Mr. K. Shamim Salaudin, CEO, having the MSME registered company at Bishop Heber College, CS Block, Vayalur main road, Tiruchirappalli-620017 (hereinafter, "Curiosite")



WITNESSETH THAT:

WHEREAS (hereinafter, "**Educational Trust**") is running an Arts & Science College under the name and style of Cauvery College for Women;

AND WHEREAS Curiosite is engaged in the business of providing learning for student;

WHEREAS, Educational Trust and Curiosite desire to promote the enrichment of their teaching and learning and research and discovery missions at the Academy of Excellence of the college;

AND WHEREAS, Educational Trust and Curiosite desire to provide for a variety of collaborative opportunities for faculty and students of the educational institution, with the facilities provided by Curiosite, on the terms and conditions hereinafter set forth;

NOW THEREFORE, it is mutually agreed as follows:

- I. Scope of MOU** - This MOU records the Parties' intent to enter but not be limited to, the following types of collaboration:
 - A. Providing training / tutorial to students of Cauvery College for Women through hybrid mechanism;
 - B. Other mutually agreed educational or research programs.
- II. Term** - This MOU shall be effective upon the date of final execution and will remain in force for a period of five years. Either party may terminate the MOU by providing six (6) months notice to the other party in writing.
- III. Activities Under This MOU** - It is expected that activities taking place under this MOU will be initiated primarily by academic units within the Cauvery College for Women, and in coordination with their respective administrative units concerned with external activities.

All activities undertaken must conform to the policies and procedures in place at Cauvery College for Women, and relevant laws.

Curiosite shall be entitled to render the services under this MOU and under Activity Schedule (as defined in Clause IV below) by itself.

- IV. Planning and Management of Activities** - Each distinct collaboration program or activity will be described in a separate Activity Schedule drawn up jointly and signed by authorized signatories of Educational Trust and Curiosite.

The parties understand that each Activity Schedule may have different circumstances with respect to the personnel, types of activities, intellectual property and other deliverables that either Party may be required to contribute.



The responsibilities and obligations of each Party with respect to the following aspects shall be provided for in each Activity Schedule, along with such other terms of understanding as may be finalized between the Parties:

- i. Details of the Service
- ii. Student Enrollment
- iii. Fee collection for extracurricular training program
- iv. Payment of charges for infrastructure and other facilities
- v. Modality of delivery of service
- vi. Obligations with respect to:
 - a. Infrastructure
 - b. Classroom support
 - c. Training support
 - d. Student support
- vii. Enrollment renewal
- viii. Fee revision
- ix. Such other terms as mutually agreed between the parties

V. Nondiscrimination – Educational Trust and Curiosity agree that no person shall on the grounds of caste, religion, sexual orientation, gender, age, place origin, marital status, or disability, be excluded from participation of any activities envisaged under this MOU or any MOU entered pursuant to this MOU.

VI. Compliance with Laws - The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this MOU is found to violate any laws, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire MOU into compliance, either party may terminate this MOU upon thirty (30) days prior written notice to the other party.

VII. Use of Name – During the term of the MOU, Curiosity will be entitled to use the name or logo of Educational Trust and of the Cauvery College for Women, in any publicity, advertising, or news release with prior written approval of the college.

During the term of the MOU, Educational Trust will be entitled to use the name or logo of Curiosity, in any publicity, advertising, or news release with the prior written approval of Curiosity.

Either Party may freely disclose the existence of this MOU, in any of its publicity materials, public filings, or on its website or brochures, and for that purpose, shall have a limited license from the other Party to print/display/use that other Party's name/logo.

VIII. Modification – The terms of this MOU may be changed or modified only by written amendment signed by authorized agents of the parties hereto.

IX. No partnership or agency created - Each party is separate and independent and this MOU (or any Activity Schedule executed in pursuance hereto) shall not be deemed to



create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this MOU (and the Activity Schedules) establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

- X. Continued Discussions** – This MOU is entered into for the purpose of establishing a basis upon which Educational Trust and Curiosity will continue discussions. Parties shall have continued discussions in good faith, to find areas of cooperation, and to broaden the basis of this understanding.

Curiosity and its subsidiaries/affiliates will explore opportunities together with the Educational Trust and specific commercials and working arrangement will be signed off by Curiosity and Educational Trust by way of Activity Schedule (Refer Clause IV) which will be treated as part of this MOU.

Educational Trust can assign this MOU or its interest therein.

Curiosity shall have the right to assign this MOU or their interest therein.

- XI. FORCE MAJEURE** - This MOU shall be terminated upon the occurrence and subsistence for at least six (6) months of any event which renders the performance of any obligations under this MOU impossible, namely; laws prohibiting the activities contemplated in this MOU, the dissolution of Educational Trust, or the cessation of operation of the Cauvery College for Women, the dissolution of Curiosity, acts of the government (but not tax law changes); epidemics; other catastrophes or any similar occurrences beyond both Parties reasonable control.
- XII. WAIVER** - The waiver of any breach of any term of this MOU does not waive any subsequent breach of that or another term of this MOU.
- XIII. INDEMNITY** - Each Party agrees to indemnify and keep the other indemnified and harmless from any liabilities, claims or demands (including the costs, expenses, losses and reasonable attorney's fees on account thereof) that the other may incur or suffer as a result of breach by the former of any of its obligations herein contained.

Without prejudice to the foregoing:-

Educational Trust shall indemnify and keep indemnified Curiosity against any wrongful claims made, or damages and losses suffered, or defaults committed, by the trustees of the Educational Trust or committed by employees, teachers, students or their parents of the Cauvery College for Women.

Curiosity shall indemnify and keep indemnified Educational Trust against any and all losses suffered by Educational Trust as a result of any claims by parents or students of Cauvery College for Women as to breach by Curiosity.



XIV. CONFIDENTIALITY

- 14.1 For the purposes of this MOU, any person (whether Educational Trust or Curiosite or any member of the teaching or non-teaching staff of the Cauvery College for Women) who receives information from a Party to this MOU, in relation to the matters contained herein, shall be referred to hereinafter as "**Receiving Party**".
- 14.2 The **Receiving Party** shall take all reasonable security precautions, including precautions at least as great as it takes to protect its own confidential information, to protect the secrecy of Confidential and Proprietary Information. The **Receiving Party** may disclose Confidential and Proprietary Information only to its directors / owners, on a need-to-know basis. The **Receiving Party** will have executed or shall execute appropriate written MOUs with the faculties, its employees and consultants sufficient to enable it to comply with all the provisions of this MOU. Except as provided in the section below, the **Receiving Party** agrees to treat the same as confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, such information, and shall not make use of such information, without the prior written consent of the party disclosing the same to the **Receiving Party** (hereinafter, "**Disclosing Party**"). However, nothing shall prevent **Educational Trust** to disclose Confidential and Proprietary Information to its designees and service recipients in connection with the performance of this MOU.
- 14.3 All information shall be deemed confidential and Proprietary Information unless it is: (i) publicly available prior to this MOU or becomes publicly available without a breach by the **Receiving Party**; (ii) rightfully received by the **Receiving Party** from third parties without acting in breach of confidentiality obligations; (iii) already in the **Receiving Party**'s possession and was lawfully received from sources other than the disclosing party; (iv) independently developed by the **Receiving Party**; or (v) approved by the **Disclosing Party** for release.
- 14.4 Both the parties shall have and hereby reserves the right to disclose Confidential and Proprietary information, on request, to governmental or statutory authorities and arbitration panels without an obligation to notify each other if such notification is prohibited by applicable law. Both the parties shall make reasonable efforts in this regard, to seek permission from above mentioned authorities to disclose such information request to each other. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.
- 14.5 In case of breach, the **Disclosing Party** shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.
- 14.6 On termination of this MOU, each party agrees to promptly deliver to the other party all Confidential and Proprietary Information of the other party then in such party's possession. Neither party shall retain any Confidential and Proprietary Information of the other party.



- XV. INTELLECTUAL PROPERTY RIGHTS** - Each Party shall have exclusive rights to all intellectual property rights ("IPRs") held by it prior to this MOU. Use of any IPRs for the purpose of this MOU or any activity pursuant to this MOU shall not be a license or a dilution of such exclusive ownership of the IPRs. Any IPRs developed by Curiosite during performance of obligations under this, or pursuant to this MOU shall vest in Curiosite. All the IPRs arising out of the performance by Curiosite of its duties and obligations herein contained, shall be owned by Curiosite, and all Parties shall assist Curiosite in securing the same by filing for appropriate protection under applicable laws in the name of Curiosite. No Party to this MOU shall act in any manner derogatory to the proprietary rights of the Curiosite over such IPRs.

Educational Trust and Curiosite hereby agree that all IPRs, prior to or after execution of this MOU, arising from development of solutions, products, projects executed, databases, copyrights, trademarks, brand name, and other IPRs that relate to the activities of Curiosite, vest exclusively in Curiosite.

- XVI. STATUS REVIEW MEETINGS** - Progress meeting will be scheduled from time to time between **Educational Trust** and **Curiosite** at mutually agreed time and place. **Curiosite** and **Educational Trust** will communicate on a regular basis for the purpose of reviewing the effectiveness of the relationship and this MOU, suggesting changes and implementing such changes, suggestions and/or improvements. Status review meetings, between the parties, be conducted by tele/video conferencing.

XVII. GOVERNING LAW AND JURISDICTION

The validity, construction, interpretation of this MOU shall be governed by and construed in accordance with the laws of India.

Subject to the arbitration clause below, the Parties hereby consent and agree to the exclusive jurisdiction of the courts located in Tiruchirappalli for all suits, actions or proceedings directly or indirectly arising out of or relating to this MOU, and waive any and all objections to such courts, including but not limited to objections based on improper venue or inconvenient forum, and each Party hereby irrevocably submits to the jurisdiction of such courts in any suits, actions or proceedings arising out of or relating to this MOU.



XVIII. DISPUTE RESOLUTION - Any dispute or controversy arising out of or relating to this MOU shall be settled by arbitration to be held in Trichy in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be by a sole arbitrator appointed by mutual consent.

IN WITNESS WHEREOF, Educational Trust and Curiosity have executed this MOU as of the date first above written.

for Cauvery College for Women

for Curiosity Private Limited

Dr.V.Sujatha
Principal

V. Sujatha
18.12.23.
Principal
Cauvery College For Women
(Autonomous)
Annematal Nagar,
Tiruchirappalli - 620 018.
Date _____
Tamilnadu.



Mr. K. Shamim Salaudin
Chief Executive Officer & Founder

[Signature]
Date *18/12/23*



ACTIVITY SCHEDULE – INTEGRATED COURSE

This Activity Schedule is being executed by and between Educational Trust and Curiosity Pvt Ltd in pursuance to the terms of MOU executed between the Parties:

S.No.	ACTIVITY	DESCRIPTION	ENTITY
1.	Service	Students will be trained in the given field be it technical/non-technical In-Class Program to be integrated into the time-table and Self-Paced Learning modules to be taken by students outside class hours ("Course").	Curiosity Pvt Ltd
2.	Number of students	Cauvery College for Women contracts for any number of interested students for the Course. The number of students can be added subsequently to the contracted list.	Cauvery College for Women
3.	Fee collection	Cauvery College for Women shall collect from students an agreed amount between two parties and pay to the concerned authority of Curiosity (inclusive of GST) for all Contracted Students of Cauvery College for Women to Curiosity before the commencement of the program.	Cauvery College for Women
4.	Data sharing	The list of all Contracted Students will be shared by Cauvery College for Women including the following data-points (Name, Roll Number, Section, Parent Name, Email ID, Mobile Number and such other relevant details as may be required by Curiosity).	Cauvery College for Women
5.	Classroom support	Curiosity Designated Tutors will steer the classrooms. Cauvery College for Women shall ensure that the classes are conducted as per the schedule agreed with Curiosity.	Cauvery College for Women
6.	Integration into time-table	Curiosity and Cauvery College for Women shall mutually decide a program schedule.	Cauvery College for Women
7.	Infrastructure	Cauvery College for Women shall facilitate and create infrastructure, as required by Curiosity, for the effective delivery by Cauvery College for Women of the training/tutorials forming part of the Course.	Cauvery College for Women



8.	Student support	<p>With respect to the Course, Curiosite shall provide support to the students for the Self-Paced Learning modules.</p> <p>In all other respects, Cauvery College for Women is responsible to ensure that the parents / lawful guardian of the student raise all the questions and concerns only through Cauvery College for Women and do not approach Curiosite directly.</p>	Curiosite Cauvery College for Women
9.	Audit	Curiosite shall, from time to time, be entitled to conduct an audit and review of the implementation of the program, including without restriction to measure the success-rate / impact of the Course on student performance. Cauvery College for Women shall provide (and cause the students to provide) such information as may be required by Curiosite in this regard.	Cauvery College for Women
10.	Fee Revision	The fees may be revised on a mutually agreed basis between Cauvery College for Women and Curiosite.	Cauvery College for Women
11.	Fee Refund	<p>If a Contracted Student leaves Cauvery College for Women, then, Cauvery College for Women shall intimate Curiosite of such event, and in such cases alone, such student shall cease to be a Contracted Student, and there will be a pro rata refund (calculated in the manner set out below) of the fee paid in respect of such student under S. No. 3 above.</p> <p>The refund will be pro-rated to the number of months such student has been enrolled in the Course, to the number of months constituting the total duration of the Course.</p> <p>There shall be no refund of the fee paid under any other circumstance.</p> <p>It is made clear that in the event a Contracted Student leaves Cauvery College for Women, such student will cease to have any access to the Course or Course material.</p>	Cauvery College for Women and Curiosite.
12.	Termination	<p>Termination shall be in accordance with MOU terms.</p> <p>Upon any termination, Cauvery College for Women may continue to have access to the designated web portal provided by Curiosite solely and exclusively for catering to the requirements of the Contracted Students attending the ongoing Course as at the time of the termination. Upon the conclusion of the ongoing Course, Cauvery College for Women shall have no further right to access the designated web portal provided by Curiosite.</p>	
13.	Amendment	This Activity Schedule may be amended by the parties by mutual consent (expressed in writing and under signature of both parties).	



All other terms and conditions shall be as per the MOU entered into between Curiosity and Educational Trust dated _____. All rights, privileges and obligations of Curiosity under the MOU shall stand vested to the company, namely M/s Curiosity Pvt Ltd

Signing for Cauvery College for Women

Signing for Curiosity Pvt Ltd

v. Sujatha 18-12-23
Dr. V. Sujatha
Principal
Principal
Cauvery College For Women
(Autonomous)
Date Annamalai Nagar,
Tiruchirappalli - 620 018,
Tamilnadu.



18/12/23
Mr. K. Shamim Salaudin
Chief Executive Officer
Mobile No : 8344075642

Date

Liaison Person:

18/12/23
Dr. R. Subha
Assistant Professor
Department of Chemistry
Mobile No : 9944400287

Confirmed by

Cauvery College for Women

v. Sujatha
Dr. V. Sujatha
Principal

18-12-23
Principal
Cauvery College For Women
(Autonomous)
Date Annamalai Nagar,
Tiruchirappalli - 620 018,
Tamilnadu.



18/12/23
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