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**Memorandum of Understanding
Between
TOOOPLE Pte Ltd, Singapore
and
JNT University Anantapur, Ananthapuram**

This memorandum of Understanding (MOU) is executed on the 12th July, 2018

BETWEEN

TOOOPLE Pte. Ltd. is a private limited company (INDUSTRY) registered at 5000 C, Marine Parade Road; #19-09; Singapore – 449 286 with it's associate in Hyderabad (hereinafter referred to as "INDUSTRY", which expression shall, unless it is repugnant to the context thereof be deemed to include its successors and assignees) of the FIRST PARTY.

AND

Jawaharlal Nehru Technological University Anantapur, is a State level Govt. University registered under Act No.30 of 2008, Govt. of A.P. having it's registered office at Ananthapuram, hereinafter referred to as "UNIVERSITY", which expression shall, unless it is repugnant to the context thereof be deemed to include its

successors and assignees represented by its Registrar of the SECOND PARTY. Currently, JNTUA supports over 2,00,000 students across 167 affiliated and 3 constituent colleges

INDUSTRY and UNIVERSITY shall hereinafter be individually referred to as "Party" and collectively as "Parties".

WHEREAS

The PARTIES have, agreed to collaborate to provide Experiential Learning on emerging technologies to students through TOOOPLE Platform enhancements; and building Incubation Projects through Start-up ideas hereinafter referred as "TOOOPLE LABS" exercising the expertise available with both the PARTIES.

Now therefore under the mutual covenants herein after contained the PARTIES here to agree as follows;

1. Duration of this Agreement

The agreement shall be in force for a period of two years from the date of execution, initially and further renewable before the expiry of above said period.

2. Scope of the Memorandum

- a. The PARTIES agree to collaborate in the projects connected to TOOOPLE LABS to enhance TOOOPLE's platform using emerging technologies
- b. The SECOND PARTY agrees to give access to 2 groups of students to FIRST PARTY for working on 2 projects with proposed technologies for enhancing FIRST PARTY'S platform. Each group consists of 3 to 4 select students from 3rd year of Engineering onwards and 2nd year MCA onwards.
 - i. Project-1 (AI): Automated issues resolution for users of FIRST PARTY platform that are students from technical and management departments. Subsequently, this solution can be used in other institutions supported by the FIRST PARTY. Intelligent Resource scheduling for FIRST PARTY platform.
 - ii. Projects-2 (Block chain): ePortfolio using Block chain technologies to maintain security/authenticity of userse Portfolios on FIRST PARTY platform. Requirements for Project 2 may be adjusted based on outcomes from Project 1.
 - iii. FIRST PARTY will pay a stipend of Rs. 1500/- from the 2nd month of starting their projects directly with students who are working on the project 1 and subsequently Project-2



- iv. For the Start-up projects, FIRST PARTY will explore a mentor for multiple groups to guide the students virtually. If the mentor decides to charge, the start-up group may have to bear the cost as negotiated upfront.
- c. The PARTIES agree **to try to** roll-out Project-1 connected to TOOOPLE LABS **across all the colleges** affiliated to the UNIVERSITY in the first 12 months
- d. FIRST PARTY agrees to support the students in allocation of sufficient time to ensure commitment to the project
- e. The PARTIES agree to collaborate to build start-ups from short-listed 10 to 15 start-up ideas from Constituent and Affiliated colleges with mentors'/companies' support.
- f. PARTIES agree to explore any govt. grants and industry/CSR funding for maturing start-up projects. Parties will also jointly bid for any Govt. projects and form alliances with global IT/Certification vendors.

3. Duration of the Projects and Start dates

- a. Projects will run sequentially
- b. Project-1: 3 to 4 months from start date of project followed by 60 days of testing and go-live
- c. Project-2: 4 to 5 months from start date of project followed by 60 days of testing and go-live
- d. Start-up Ideas: 6 months after signing of the MOU
- e. For the conduct of projects at TOOOPLE LABS in the UNIVERSITY, a co-ordinator nominated by TOOOPLE Pte Ltd, Singapore or its associate in India shall be the nodal agency for the FIRST PARTY. FIRST PARTY will explore in getting a facilitator on the ground within 90 days of signing of this MOU, paid by FIRST PARTY
- f. For the conduct of projects, a co-ordinator nominated by the Vice-Chancellor of JNTUA, Anantapuramu shall be the nodal agency for the second party

4. Projects Structure

- a. The FIRST PARTY will give the scope of platform enhancements in writing for students' group to strictly follow and deliver the expected outcome
- b. The two student group(s) are expected to build the skills required to complete and project mentor will facilitate the project development virtually
- c. The UNIVERSITY facilitates short listing of 2 separate groups for Project 1 and Project 2; subsequently to any new project



5. Venue for TOOOPLE LABS

- a. UNIVERSITY to **provide functional** area to the FIRST PARTY within 15 days of signing of the MOU for FIRST PARTY's operation free of cost during first 18 months and may charge nominal fee subsequently.
- b. This includes power-supply, air-conditioning, working tables/chairs access to UNIVERSITY's WiFi/Intranet. All students working on projects will have access to UNIVERSITY's IT infrastructure including desktop/printer/LCD for presentations (within the campus) when required
- c. UNIVERSITY may consider giving couple of small huddle rooms when the Start-Up projects are initiated

6. Responsibilities of the PARTIES

- a. The Co-Ordinator at the UNIVERSITY shall be responsible to coordinate with the colleges and providing short-listed students for FIRST PARTY to finally select 6 candidates for Project 1 & Project 2
- b. The Co-Ordinator at the UNIVERSITY shall be responsible to ensure the infrastructure agreed is in place for student groups to work on the project 1 & Project 2 subsequently the Start-up groups

7. Faculty

- a. The co-ordinators of both parties should explore any resources required as local guide from faculty to provide any ground support for students
- b. The faculty may be available to attend project presentations virtually and give feedback to the project teams from time to time to boost the students' confidence
- c. As there is no direct teaching involved for projects, there shall not be any compensation for the faculty however, if there are any Expert Session conducted virtually by the faculty to larger audience external to JNTUA, then FIRST PARTY will compensate the faculty as per UNIVERSITY norms

8. Monitoring of the program

- The PARTIES, periodically, once in 30 days shall meet in-person or virtually to prepare monthly reports in writing on the progress of the PROGRAM and signed by them. Copy of these report should be shared amongst PARTIES.



- UNIVERSITY may provide access to its guest house for TOOOPLE staff for short visits to the UNIVERSITY to participate in the program

9. Award of Certificates:

The PARTIES may jointly give the experience certificate to the students who completed the project at TOOOPLE LABS and FIRST PARTY will consider providing employment support to these students after their graduation

10. Renewal and Termination of Agreement

- a. The agreement shall be renewed before the expiry of two years, and shall be renewed in writing and signed by the PARTIES
- b. The agreement shall be terminated at anytime by either party by giving Sixty (60) clear days of written notice to that effect giving reasons therefore
- c. The PARTIES shall abide to the condition that termination affect the ongoing projects/start-up and should ensure should ensure the students developing projects are developed and deployed successfully before completing separation process

11. Intellectual Property Rights (IPR) & Publications

- a. The IPR of the results arising from TOOOPLE LABS under this agreement will be treated as follows:
 - i. FIRST PARTY's Platform enhancements will fully remain with FIRST PARTY
 - ii. Students and UNIVERSITY's Start-up outcomes will fully remain with UNIVERSITY and Student groups unless student groups invites FIRST PARTY to commercialise, which may be negotiated case by case.
 - iii. If it's not claimed by students of the UNIVERSITY for 12 months of starting the project, then it will be vested with both PARTIES after giving 30 days' notice to the students
 - iv. If any third party is involved in supporting the start-up idea, then UNIVERSITY may decide on how it will be shared with them directly
 - v. The PARTIES agree that they shall not take any action which will jeopardise securing IPR for the results arising out of work done in this relationship
 - vi. Research publication should be affiliated to both the PARTIES



12. Force Majeure

- a. Neither Party shall be help responsible for non-fulfilment of their respective obligation under this Memorandum due to the exigency of one or more of the Majuro event such as but not limited to acts of God, War, Floor, Earthquakes. Strikes, Lockouts, Epidemics, Riots, Civil Commotion etc.. provided on the occurrence and cassation of any such event the party effected thereby shall give a notice in writing to other party within one month of such Occurrence or cessation. If the Majeure conditions continue beyond six months, the parties shall jointly and amicably decide the future action to be taken.

13. Amendment of the Memorandum

- a. No amendment or Modification of this Memorandum shall be valid unless the same to be is made in writing by the PARTIES specifically stating the same to be an amendment of this Memorandum and agreed by the PARTIES
- b. The amendment(s) shall be effective from the date on which they are executed by by the PARTIES

14. Notices

- a. All notices and other communications required to be served on the PARTIES under this Memorandum shall be considered to be served if the same shall have been delivered to, left with or posted by registered mail to the PARTIES at as it's last known address of business

15. Settlement of disputes

- a. The PARTIES agree that any dispute arising out of this Memorandum shall be resolved amicably by mutual consultations
- b. In the event the parties are not successful in resolving any dispute arising out of this agreement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party to the dispute, and in case of difference of opinion between them to an *umpire* appointed by the said two arbitrators before entering on the reference and the decision of the arbitrators or umpire, as the case may be, shall be final and binding on both the PARTIES. The venue of the arbitration shall be at JNTUA, Anantapuramu, and the arbitration proceedings shall take place as per the provisions of the Indian Arbitration and Conciliation Act 1996



IN WITNESS WHEREOF, the PARTIES have caused this MOU to be signed by their duly authorised representatives as of the MOU effective date above.


Name & Signature of Authorised person of
The FIRST PARTY



Sistla Venkata Krishna
Co-Founder/Director
TOOOPLE Pte Ltd


Name & Signature of Authorised person of
The SECOND PARTY

REGISTRAR
J.N.T.U. Anantapur
ANANTHAPURAMU-515002
Prof. S. Krsihnaiah
Registrar
JNT University Anantapur

Witness 1:  (Prof. M. Vijaya Kumar)

Witness 2:  (Raseen Baddepudi)

