



കേരളം കേരल KERALA

N 536695

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on **20th of September 2023** and drafted to successfully implement and run a **BUSINESS** (as described below) on mutual cooperation in the **Infrastructure** provided by the **THE FIRST PARTY** and the business as described to be managed by **THE SECOND PARTY** on such terms and conditions as mutually agreed between both the parties and amended below.

Both the parties being:

THE FIRST PARTY: Christ College of Engineering, Christ College Road, Irinjalakuda, Thrissur, Kerala - 680125

THE SECOND PARTY: Talrop Private Limited, 3rd floor, Ardra Building, No 5 Maveli Nagar, Thrikkakkara Pipeline Junction, Kochi -682033, Kerala.

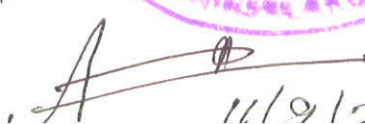



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NO: 26172

Christ College of Engineering Irinjalakuda




11/9/23

A. BUSINESS DESCRIPTION:

The **TECHIES PARK** is an infrastructure and management business running under **THE SECOND PARTY** across the state cooperating with many educational institutions on a mission to develop an economically and technologically advanced community by facilitating infrastructures and resources for providing educational services on various IT related skills through digital education platforms, fostering entrepreneur skills in children and young minds through startup accelerator programs, free awareness programs, and workshops, job creation through job desk platforms and IT servicing platform for the, local as well global business community and non-profit volunteering programs for a social renaissance.

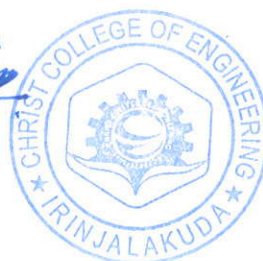
TECHIES PARK project is introduced for creating a strong foundation for startups and thereby systematically guide the young persons to success. **THE SECOND PARTY** plans to establish **TECHIES PARK** in selected schools or colleges of all 140 assembly constituencies of Kerala.

THE SECOND PARTY is a registered company under the Companies Act, India, and headquartered in Kochi, Kerala, with its main focus on startup acceleration, incubation, and global startup management business.

THE **TECHIES PARK** is implemented generally in three different phases to meet its different purposes:

1. **THE TECHIES PARK - PHASE 1**

THE PHASE 1 of the **TECHIES PARK** focuses mainly on the promotion of its mission and the various startups under **THE SECOND PARTY**. The main mode of business will be conducting events, workshops, courses, awareness programs for teachers, students,



patents of the first party and also for the public in the infrastructure. The educational institutions get beneficial in turn in terms of fame and unique identity in the society.

2. THE TECHIES PARK - PHASE 2

THE PHASE 2 of the **TECHIES PARK** focuses on a project centre where any profitable IT projects undertaken in the infrastructure shall be executed by the team working within the infrastructure, which may include actively trained students from the institution itself whilst creating more job opportunities and finally providing profitable business share to the institution.

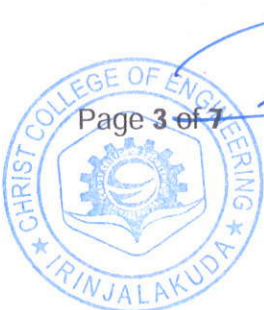
3. THE TECHIES PARK - PHASE 3

THE PHASE 3 of **THE TECHIES PARK** is implemented as a research centre where the infrastructure is utilised for future research and development of advanced technologies and products which includes advanced robotics, artificial intelligence etc incorporating ideas and new innovations from the students and the surrounding communities, thus building a corporate business hub in the infrastructure in a way profitable to the bright minds and the institutions.

B. BENEFITS OF THE FIRST PARTY:

1. **THE FIRST PARTY** will be receiving a monthly use fee from **THE SECOND PARTY** for the land provided to the Second Party.,
2. Brand recognition among the targeted market in the industry.
3. Seamless growth in the number of admissions every year.
4. Free technology and ICT training for teachers.
5. Free technology awareness programs and short term training for students.
6. **THE SECOND PARTY** shall act as the Technology Partner of **THE FIRST PARTY**.

C. BENEFITS OF THE SECOND PARTY



1. **THE SECOND PARTY** shall benefit the goodwill of **THE FIRST PARTY**
2. Increasing the opportunities to reach and make good use of the particular assembly constituency for startup growth and its developments.
3. **THE SECOND PARTY** shall be able to generate quality manpower from the campus.
4. Financial benefits shall also be incurred.

D. TERMS AND CONDITIONS:

1. On Infrastructure Development and Management:

1.1. Development of the **Land** provided by **THE FIRST PARTY** as per standards of **THE SECOND PARTY and as mutually agreed upon**, shall be carried out by **THE SECOND PARTY** as per the plan mutually agreed upon, and for which the cost of labor, materials purchase, and all such cost of development shall be met by **THE SECOND PARTY** themselves.

1.2. **THE FIRST PARTY** also confirms to provide access for the construction coordinators assigned by **THE SECOND PARTY** in the infrastructure during its development.

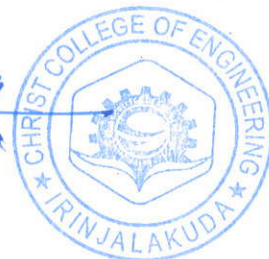
1.3. **THE FIRST PARTY** shall provide eminent parking facilities for visitors and make sure each visitor is pleasantly welcomed to the infrastructure.

1.4. **THE FIRST PARTY** confirms to ensure smooth and uninterrupted power supply along with drinking water and other water supplies required in the Infrastructure.

1.5. **THE SECOND PARTY** shall be responsible for proper maintenance and management of the infrastructure.

2. On promotion and publicity:

2.1. **THE SECOND PARTY** is obliged to carry out initial marketing and publicity of **THE TECHIES PARK**. **THE FIRST PARTY** shall also support this task in all possible manners to gain maximum reach in the community.



2.2. **THE FIRST PARTY** shall make necessary arrangements for a good inauguration ceremony along with advertisement and promotion with necessary support from **THE SECOND PARTY**.

3. On the course of the business:

3.1. **THE SECOND PARTY** through this MOU will be focusing mainly on **PHASE 1** of the **TECHIES PARK** project. Further expansion to other phases which may include additional infrastructure or space may be discussed between the parties and agreed on can be amended to this MOU in the future.

3.2. Upon completion of the infrastructure development, **THE SECOND PARTY** shall initiate its projects which include mainly the promotion events as mentioned in **PHASE 1**.

3.2. **THE SECOND PARTY** shall carry out all necessary recruitments and efficiently manage all the staff for the neat execution of this described business in the infrastructure.

4. On Finance:

4.1. **THE SECOND PARTY** agrees to pay **THE FIRST PARTY** an amount of **Rs.25,000/-** (in addition to GST, and other taxes if applicable) on 10th of every month as rent for the land and the same amount shall be transferred to the below provided **THE FIRST PARTY'S** bank account after the inauguration of concern Techies Park, until the MoU is terminated or becomes invalid under any circumstances within the scope of this MoU.

Beneficiary Name : Christ Centre for Innovation

Bank : South Indian Bank Irinjalakuda

Account number : 28073000001891

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IFSC code : SIBL0000028

Account type : Current account

4.2. The described business will generate income from running various projects and are completely accounted for by each startup and not necessarily be shared with **THE FIRST PARTY**. **THE SECOND PARTY** shall maintain and do all financial transactions through the business in legal way and **THE SECOND PARTY** guarantee that they shall never indulge in any fraudulent transactions or business deals that may affect the name and reputation of **THE FIRST PARTY** in the society.

4.3. **THE SECOND PARTY** shall bear all the expenses related to the infrastructure which include electricity bills, water bills, and any other maintenance expenses.

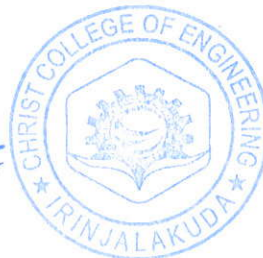

4.4. **THE SECOND PARTY** shall be held solely responsible and accountable for any loss incurred in the business.

E. Duration

This MOU is at will and may be modified by mutual consent of authorised officials representing all the parties. This MOU shall become effective upon signature by the authorised officials representing the parties and will remain in effect until modified or terminated by any one of the parties after informing the other party with a notice period of six months if the validity of MoU is more than that. This may not happen without a valid reason of violation of any of the points mentioned in the MoU. This agreement shall be valid for 11 months and shall be renewed after 11 months without changing the terms and conditions for a period of 1 year.

F. Arbitration

Any dispute arising with regard to any aspect of this agreement shall be settled through mutual consultations and agreements by the parties to the agreement. Sole arbitrator will be appointed by the first party.



G. Effective Date and Signature

This MOU shall be effective upon the signature of authorised officials from **THE FIRST PARTY** and **THE SECOND PARTY**. It shall be in force from the 20th of September 2023



Both **THE FIRST PARTY** and **THE SECOND PARTY** indicate agreement with this MOU by their signatures.



Fr. John Paliakara
Executive Director
Christ College of Engineering



Safer Najumudeen
Co-founder & CEO
Talrop

- Witnesses :** (1) Magniya Davis 
Asst. Professor, CSE Dept, Christ College of Engg., IJK.
- (2) Ajeesh S 
Director, Talrop