



കേരളം KERALA

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Memorandum of Understanding Between
TILTEDU Private Limited
and
Department of Computer Science & Engineering
Jyothi Engineering College, Thrissur
For training programs in Immersive & interactive technologies

This agreement is entered into on 7th September 2023 between TILTEDU Private Limited, having its registered office at Room No 2, KP 6/284 B D, sivanagar, Kazhakootam, Thiruvananthapuram 695582 (Hereinafter referred to as TILTEDU (1st party) which expression shall, unless repugnant to the context or meaning thereof, be deemed to include has their heirs, legal representatives, executors, administrators, successors, and assigns) of the 1st party.

And

Department of Computer Science & Engineering, Jyothi Engineering College, having its registered office at Jyothi Hills, Panjal Road, Vettikattiri PO, Cheruthuruthy, Thrissur, Kerala 679531 (Hereinafter referred to as 2nd party which expression shall, unless repugnant to the context or meaning thereof, be deemed to include has their heirs, legal representatives, executors, administrators, successors, and assigns) as the 2nd party.

No: 1143
Value Rs: 100/-
Sold to:

N. Pamachandran
Stamp Vendor
Shoranur

Jyothi Engineering College Cheruthuruthy
22-9-23



TILTEDU is a leader in immersive and interactive technology education, consisting of passionate educators, technologists, and learners dedicated to creating the best learning experience possible for our students. TILTEDU makes immersive and interactive technologies accessible and affordable to young talent, opening up new jobs and career opportunities in these fields. TILTEDU provides hands-on and practical learning, and our classes are designed to give students the opportunity to learn through hands-on and practical examples. We also use the latest teaching methods and deliver our classes in a hybrid format with online and in-person components. Our classes are delivered using gamification principles to keep students engaged and interested in learning. TILTEDU collaborates with educational institutions and nurtures the right talent for the industry from the ground up and has played a significant role in bringing the first AR/VR course to our region and there by training young minds in these concepts.

Jyothi Engineering College, is an engineering institute in the state of Kerala, India. It is managed under the aegis of Trichur Educational Trust, founded by the Catholic Archdiocese of Trichur, and is affiliated to A P J Abdul Kalam Technological University and All India Council for Technical Education, accredited by NBA & NACC.

Whereas the Jyothi Engineering College is interested in the training programs in Immersive & interactive technologies conducted by TILTEDU Private Limited and is willing to associate with TILTEDU Private Limited for these programs. Both parties jointly agree to work towards the goal, in line with the spirit of this Memorandum of Understanding (MOU), as listed in the following paragraphs.

1. Field of cooperation: The goal of this collaboration is to:

- Create awareness and interest in immersive & interactive technologies and get students to opt for a diverse job in these technologies.
- Enables students to learn and work on the latest and trending technologies while providing institutions with a means to generate revenue from education programs.
- Foster and facilitate the advancement of knowledge and employability of the students.
- To provide employment opportunities to suitable candidates in immersive & interactive technologies.
- To provide exposure and industrial experience for the faculty on state-of-the-art technology and best practices in the domain.

2. TILTEDU Private Limited Shall:

- a) Provide boot camps, gameathons, and add-on courses focused on AVGC-XR to the students, enabling students a more hands-on experience and practical knowledge.
- b) Deliver the classes in a hybrid mode.
- c) Provide the necessary gadgets for experiencing immersive and interactive technology, providing students access to Esports, virtual production, AR/VR, and web3 equipment.
- d) Provide Internships with a nominal stipend for the students in immersive and interactive spaces of AR/VR, games, Metaverse, and WEB 3.0, and prepare the students for the real-world experience, and can offer the students with a certificate and a PPO (Pre-Placement offers) for the outstanding performers during internship time.

3. Jyothi Engineering College shall:

- a) Extend all support for conducting the workshops, boot camps, gameathons and add-on courses at campus and facilitate the maximum participation from students, with genuine interest and aptitude in the domain, for the workshop.

- b) Provide necessary facilities for the effective functioning of this program, like space, high-speed internet, etc, if required..
- c) Facilitate participation of selected participants from the workshop for the internship training program.
- d) Allow TILTEDU to use Jyothi Engineering College's logo for education and institutional purposes.

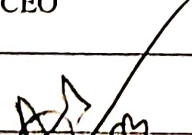
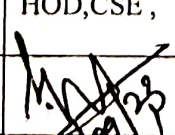
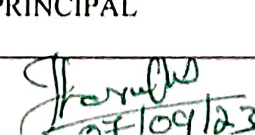
4. Fee Collection :

- a) Jyothi Engineering College will provide the necessary assistance and support for collecting the course fees from the students participating in the training program. This implies that Jyothi Engineering College will assist TILTEDU in the collection process, ensuring that the fees are properly collected and managed.
- b) Jyothi Engineering College will not receive any share or commission towards the fees collected from the students.

- 5. **Tenure and Terminations:** This MOU will take effect from the date representatives of both parties sign it, and it will remain valid for two years and may be extended with mutual agreement. Either party may terminate the MOU by giving the other written notice 1 month in advance. In the event of termination, neither Jyothi Engineering College nor TILTEDU will be responsible for any financial or other losses that the other party may suffer. However, both parties will ensure that all ongoing and in-progress activities will be completed before termination.
- 6. **Arbitration Clause:** Should there be a dispute relating to any aspect of this cooperation, the Director of TILTEDU and the Principal of Jyothi Engineering College will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. This MOU is signed subject to the approval of the respective academic and administrative bodies.
- 7. **Amendments:** This memorandum may be amended, at any time, by mutual consent by a written instrument signed by the representative of both parties and expressly stating that it is an amendment to this understanding.
- 8. **Intellectual Property Rights:** R&D and other project ownership, intellectual property rights of the projects will vest solely with the TILTEDU and associate clients. Jyothi Engineering College will not have any right or legal claim on the same.
- 9. **Breach:** If either party materially breaches any term of this MOU and does not cure the breach within thirty (30) days after receipt of notice specifying the breach, the other party may terminate the assignment as per the MOU upon thirty (30) days' further written notice.
- 10. **Confidentiality:** Both parties agree to keep all confidential information obtained through this MOU strictly confidential and not to disclose it to any third party without the prior written consent of the other party.
- 11. **Force Majeure:** Neither party shall be liable for any failure or delay in its performance due to circumstances beyond its reasonable control, provided that it notifies the other party as soon as practicable and uses its best efforts to resume performance.
- 12. **Entire Agreement:** This MOU constitutes the final, entire, and exclusive agreement between the parties with respect to their subject matter and supersedes all prior oral or written agreements in this regard.

13. **Waiver:** No change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver. A waiver by either of the parties of any provision or breach shall not be a waiver of any other provision or breach.
14. **Non-Solicitation of Employees:** Neither party shall, during and for one year after the termination of this Agreement or any extension thereof, solicit, offer, employ, or in any way encourage any employee, consultant, or agent of the other party who engages in this program covered by this Agreement to leave the other party to work for the soliciting, offering or encouraging party.
15. **Severability:** If any provision of this Agreement is held to be unenforceable, the remaining provisions shall be unaffected. Each provision of this Agreement, which provides for a limitation of liability, disclaimer of warranties, indemnification, or exclusion of remedies, is severable from and independent of any other provision. Further, in the event that any remedy hereunder is determined to have failed of its essential purpose, all limitations of liabilities and exclusions of damages shall remain in effect.
16. **Governing Law and Jurisdiction:** This Agreement shall be governed by the exclusive laws of the Republic of India. The courts at Thiruvananthapuram shall have exclusive jurisdiction on the matters arising from or in connection with this agreement without regard to the principles of conflicts of laws.
17. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This MOU may be executed in counterparts and may be signed electronically.

The Parties:

Name of Company / Institution	TILTEDU Private Limited	Department of Computer Science & Engineering Jyothi Engineering College
Registered or Address	Room No 2, KP 6/284 B D, Thiruvathira, Kazhakootam, Thiruvananthapuram 695582	Jyothi Hills, Panjal Road, Vettikattiri PO, Cheruthuruthy Thrissur, Kerala 679531
Signature:		
Name (PRINT)	Nikhil Chandran	Dr Saju P John , Dr Jose P Theratil
Title (PRINT)	CEO	HOD,CSE , PRINCIPAL
Date of Signature	 7/07/23	 7/07/23  07/09/23