



தமிழ்நாடு தமில்நாடு TAMIL NADU

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8/2/2022 PANIMALAR ENGINEERING COLLEGE
CHENNAI - 123.

G.S. சாஸ்வதி (S.V.)
முப்பெரும்புதூர், தமிழ்நாடு
உள்ளம்: 24/CGV08

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on the 9th day of February 2022, between Panimalar Engineering College, recognized by UGC with 12(B) & 2(f) status, located at 391, Bangalore Trunk Road, Varadharajapuram, Poonamallee, Chennai, Tamil Nadu 600123, hereinafter referred to as "PEC", which expression includes its successors and assigns of one part; and Prag Robotics Private Limited, a company registered under the Indian Companies Act of 2013 having the registered office at 7, II Cross Street, Karthikeyapuram, Madipakkam, Chennai, Tamil Nadu 600091, hereinafter referred to as Prag, of the other part;

Both "PEC" and "Prag" hereinafter individually referred as "Party" and collectively as "Parties".


Dr. K. MANI, M.E., MIE., MISTE., Ph.D.
Principal
PANIMALAR ENGINEERING COLLEGE
Bangalore Trunk Road, Varadharajapuram,
Nasarathpettai Poonamallee,
CHENNAI-600 123.

For PRAG ROBOTICS PRIVATE LIMITED


Authorized Signatory

WHEREAS Prag is engaged in training, research and development activities, provides a nifty Techno-Platform to product developers for innovations and technological skill development courses to students to compete in the global market. RoboLab-4.0, a fully equipped Center of Excellence established by Prag Robotics in association with the College/University that provides a wide array of robotics from Mobile, Industrial and Autonomous robots, Artificial Intelligence, Machine Learning, Deep Learning, Computer Vision, Data Science and Block Chain. The curriculum is designed by the experts, in line with industry requirements and global education.

WHEREAS Panimalar Engineering College, a Christian Minority Institution of Higher Education governed by JAISAKTHI Educational Trust aims at imparting quality engineering education for the aspiring youth. Accredited by National Board of Accreditation (NBA) and approved by All India Council for Technical Education (AICTE). The Trust started Panimalar Engineering College in the year 2000 in accordance with the general policy of the Government of Tamil Nadu, to give high priority to meet the demand for trained engineers for various industrial and development projects in the state of Tamil Nadu and rest of India.

WHEREAS PEC and PRAG are appreciating the need for creation of good reservoir of highly qualified manpower in multiple emerging technologies including but not limited to Robotics, Artificial Intelligence and Blockchain and hence mutually decided to get associated to utilize their resources, capabilities and skills for the betterment of the student community by enhancing their skills in the future technologies, thus maximize their employability opportunities, nurture research & innovation capabilities.

NOW, therefore, in consideration of the mutual covenants and obligations set forth herein below, both Parties have agreed to get into this MOU with the following terms & conditions:

1. Main Objectives:

- 1.1. **Centre of Excellence:** Establish a fully equipped Center of Excellence which will provide and facilitate the studies in the domains of Robotics, Artificial Intelligence and Block Chain. And contact practical sessions for the academic subjects and carry out research and developmental activities.
- 1.2. **Skill Development Courses (Value Add Courses):** To teach a wide array of robotics from Mobile, Industrial and Autonomous robots, Artificial Intelligence, Machine Learning, Deep Learning, Computer Vision, Data Science and Block Chain.
- 1.3. **Minor Degree:** To support the college / university to offer their Minor Degree or Regular Degree, Prag will add industry supported curriculum and practical sessions to the academic syllabus that will facilitate the students to understand the theoretical portion also effectively.
- 1.4. **Faculty Development Program:** Prag will provide hands on coaching to faculties / professors to conduct these courses so to be independent. However, Prag will continue to be the knowledge partner and provide tech support and update on current technologies.
- 1.5. **Industry Readiness Program:** Self learning online courses in line with industry requirements, in both technical and nontechnical subjects which provide provides industry sought skills and knowledge and make the student industry ready.
- 1.6. **Internship Program** for deserving candidates based on set criterion.
- 1.7. **Expert committees/Technical Events:** Prag can be a member in Institution's BOS (Board of Studies) to provide insight about the emerging technologies and industry sought skills. On mutual consent of the Parties, workshops, conferences, seminars and competition for improving the skill level of students can be conducted.


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2. Financials:

- 2.1. For each of the collaborative program, the procedural aspects, business model, program plan, process of execution, financial terms, fees, payment, and timelines will be discussed and mutually agreed for each such program.
- 2.2. PEC shall issue a "work order" to Prag Robotics for each collaborative program which mentions the execution and payment purposes.

3. Key Responsibilities:

Responsibility of Prag is cited below:

- 3.1. Design, develop and deliver all the training programs including creating curriculum syllabus, program pedagogy; ensure the lab manual and study material are available digitally.
- 3.2. Procurement assistance, installation, and maintenance of the lab equipment viz., robots, required software and simulation programs.
- 3.3. Deploy certified roboticists/faculties to deliver high standard training programs.
- 3.4. Conduct internal assessment by progressive evaluation method and external assessments by experts from appropriate industries.
- 3.5. Provide opportunities for industrial projects & internships to the eligible students of PEC as per Prag selection criteria.

Responsibility of PEC is cited below:

- 3.6. Provide Lab infrastructure and Computers with internet.
- 3.7. Shall ensure Prag Robotics as their exclusive service provider for conducting skill developmental programs in Robotics, Artificial Intelligence and Blockchain.
- 3.8. Recognize the skill development courses and Industry Ready Program of Prag Robotics and shall register students to undergo these courses so to maintain the business feasibility.
- 3.9. Review & utilize the services such as Faculty Development Program and Minor Degree Courses.
- 3.10. Recognize Prag Robotics for the research programs and joint developments.


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4. Term and Termination:

- 4.1. The duration of this MoU shall be 4 years from the day of signing of the MoU. The MoU shall stand renewed automatically, unless desired otherwise by either party.
- 4.2. This MOU may be terminated by either party upon providing a written notice of 60 days to the other party; however, obligations and commitments already contracted for and involving their parties shall be honored and continued by both parties until such commitments are completed.
- 4.3. This MOU shall terminate automatically upon the bankruptcy of any of the Parties or in the event of force major event which makes performance of obligation of any of the Party impossible under this MOU.
- 4.4. In the event of this program is being discontinued, then the cause will be analyzed, and both the Parties will discuss and agree to the course of action and settlement with mutual consent.

5. Confidentiality and IPR:

- 5.1. Confidentiality, Intellectual Property and Proprietary information: The information exchanged (verbal or written) between the Parties concerning the business, operations, technical, training content trade secrets, computer programs, databases, algorithms, improvements, discoveries, inventions, methods, techniques, strategies, new products, unpublished financial statements, budgets, projections, billing practices, pricing data, contacts, client and supplier lists, business and marketing records, working papers, files, and data, the Recipient acknowledges that they will not disclosure any of these without the written consent of the Discloser.
- 5.2. All process, product, design, curriculum and content information specific to Prag Robotics Private Limited shall be kept confidential. Publication of any results in the public domain shall only be after mutual written consent.
- 5.3. Intellectual property rights arising from joint collaborative work shall be shared mutually based on the prior agreement for specific projects.
- 5.4. Benefits such as improved technology, materials, process, designs and techniques, accruing from collaborative research may be used by either or both the parties with due recognition of each party's contribution only after agreement by both the parties.

6. General Terms:

- 6.1. During the Term of this MOU and for a period of 2 years, without Prag written consent, PEC agrees that either on their behalf or on behalf of another, contact or solicit employees of Prag for the purpose of hiring them.
- 6.2. Neither Parties shall be responsible to the other parties for any loss/damages other than threat to internal security caused with willful intention during execution and performances preferred in writing by the said parties as per them clauses contained in this MOU. The parties shall be normally responsible for ensuring their respective equipment and personal for any claims that may arise during the discharge of the responsibilities of the respective party under this MOU.
- 6.3. Nothing in this MOU shall be construed to make the other party a partner, an agent or legal representative of the other for any purpose. Both Parties agrees that they shall not represent to third parties that they are the agent of the other. Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without prior written consent of the other Party.


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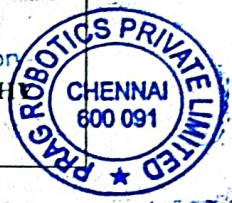
For PRAG ROBOTICS PRIVATE LIMITED


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- 6.4. During the entire tenure, this MOU, shall be governed and construed in accordance with the laws of the Republic of India. Disputes, if any, arising out of this MoU will be mutually discussed and settled without any obligation on either Party, failing which, the Arbitration proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act and Rules framed there under from time to time. The place of Arbitration shall be at Chennai and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules and in Indian Laws.
- 6.5. Any amendment to this MOU, requires written approval from both parties.

IN WITNESS WHERE OF THE UNDERSTANDING, duly authorized there to, have signed this Memorandum of Understanding on in three originals.

Signed and delivered by

<p>for Panimalar Engineering College</p> <p><i>K. Mani</i> 09/02/2022</p> <p>Dr. K. MANI, M.E., MIE., MISTE., Ph.D Principal Panimalar Engineering College Date: 9/2/2022</p>	<p>for Prag Robotics Private Limited</p> <p>For PRAG ROBOTICS PRIVATE LIMITED</p> <p><i>[Signature]</i> Authorised Signatory Mr. SETHURAMAN KRISHNAMOORTHY Co-Founder & Director Date: 9th February 2022</p> 
<p>in the presence of</p>	
<p>Witness 1: Panimalar Engineering College, Bangalore Trunk Road, Nazarathpettai, Poonamallee, CHENNAI - 600 123.</p> <p><i>[Signature]</i></p> <p>Date: 9/2/2022</p>	<p>Witness 2:</p> <p><i>M. Rajendiran</i></p> <p>Date: 9/2/2022</p>