MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

St. Xavier's Catholic College of Engineering (Autonomous), Chunkankadai, Kanyakumari District, Tamilnadu, India

AND

Flutterfrog Software Solutions LLP, Nagercoil, Kanyakumari District, Tamil Nadu, India

FOR

INCUBATION CENTRE SUPPORT SERVICES TO ENCOURAGE AND PROMOTE INNOVATION AND ASSIST START-UP COMPANIES BY ESTABLISHING AND PROVIDING PHYSICAL INFRASTRUCTURE

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on **Tenth Day of March Two Thousand and Twenty Three (10th March 2023)** by and between

St. Xavier's Catholic College of Engineering (Autonomous), Chunkankadai, Kanyakumari District, Tamil Nadu, India, THE FIRST PARTY represented herein by its **Name of Competent Authority / Representative**

AND

Flutterfrog Software Solutions LLP, Nagercoil, Kanyakumari District, Tamil Nadu, India, THE SECOND PARTY represented herein by its Name of Competent Authority / Representative

WHEREAS, **St. Xavier's Catholic College of Engineering (Autonomous)** hereunder referred as **SXCCE**, a premier autonomous institution in building the nation and a pioneer in engineering and science education. It focuses to nurture the talents in various front-line areas of importance and SXCCE is a major contributor to the rapidly growing scientific and technological knowledge and professional excellence in Engineering & Technology.

WHEREAS, **Flutterfrog Software Solutions LLP**, Nagercoil, Kanyakumari District, Tamil Nadu, India, hereunder referred as FLUTTERFROG, provides digital platform to transform the wholesale and Distribution process. It is in the process of developing its own software product, "Stockflow". Stockflow is a software interface which enables the business owners to maintain/access, all business data at any time. It is a combination of admin app and sales app which helps to carry out the business operations effectively. Its function is to share employee sales report, employee collection report, stock report and much more.

Flutterfrog is in the process of doing research in the following areas – PWA (Progressivive web application) using Flutter (Google's UI Frame work), DevOps (Development Operations), Gamification, Machine Learning and Artificial Intelligence (Purchase prediction and Sales Predictions).

PURPOSE OF MOU

In particular, this MOU is intended to

1. To provide working space for Flutterfrog Software Solutions LLP in the St.Xavier's Incubation and Innovation Centre (SXCCE-IIC) to build its software product(s) with the utilization of infrastructure facilities available in the college.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SETFORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

Clause 1

CO-OPERATION

1. **Both parties** are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The parties shall keep each other informed of potential opportunities and share all information that may be relevant and permitted to secure additional opportunities for one another.
2. The co-operation between **First Party and Second Party** as enumerated in clause 2.

Clause 2

SCOPE OF THE MOU

1. **Both parties** believe that close co-operation between the two would be a major benefit to the students to enhance their skills and knowledge in software field.
2. The interaction between **Flutterfrog Software Solutions LLP, Nagercoil, Kanyakumari District, Tamil Nadu, India** and **St. Xavier's Catholic College of Engineering (Autonomous)** will give an insight into developments /requirements of the industries in software field. The first party provides a common working platform in terms of physical co-working spaces and facilities for incubate. **Second Party** to permit the students of the **First Party** to go for

internship in their companies and also involve them in Industrial Training Programs. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The **Second Party** will provide its Labs/ Workshops/ Industrial Sites for the hands-on training of the students enrolled with the **First Party**.

3. The **first party** facilitates the development of an entrepreneurial ecosystem in the institution by developing strategies for innovation, incubation and entrepreneurship promotion.
4. The **first party** will act as the driving force in developing entrepreneurship culture, and will furnish opportunities for regional startups.
5. The **first party** provides the students from SXCCE as interns for technologies and R & D support as per need & requirement in domains of technology.
6. The **first party** provides pre-incubation, incubation facilities in the institute for nurturing innovations. It provides the following infra-structure facilities to the second party.
    - **Working space for 5 people.**
    - **Facilities like conference room with AV equipments by advance booking.**
    - **Access to Journal and research papers [MBA & CSE] of the library.**
    - **Consultancy, Hand-holding and guidance in specialized technical and management domains.**
7. The **Second Party** will use the office space provided by the **First Party** for core product development, research activities that lead to research publications on the emerging technologies.
8. The **Second Party** will give valuable inputs to the **First Party** in teaching/training methodology so that the students fit into the industrial scenario meaningfully.
9. The **Second Party** will offer internship opportunities to the students from SXCCE as per need & requirement in domains of technology and R & D Support.
10. The **Second Party** will extend the necessary support to deliver guest lecturers to the students of the First Party on recent technologies.

11. The **Second Party** will actively engage in training and placement of the students of the **First Party**.

12. The main scope of **Second party** is to develop its own software product, "Stockflow" through research and development, grow as a start-up company and establish a centre of excellence.

Clause 3

VALIDITY

1. The validity of the agreement is TWO YEARS from the date of agreement.

2. Both Parties may terminate this MOU upon 180 Calendar Days' notice in writing. In the event of termination, both parties have to discharge their obligations. However, termination of the MOU will not in any manner affect the interests of both parties.

3. Any clause or article of the MOU may be modified or amended by mutual agreement between SXCCE and Flutterfrog Software Solutions LLP, Nagercoil, Kanyakumari District, Tamil Nadu District, Tamil Nadu, India.

Clause 4

CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

1. The collaborative program between SXCCE and FLUTTERFROG Software Solutions LLP, Nagercoil, Kanyakumari District, Tamil Nadu, India shall be coordinated by authorised persons appointed by both the parties.

2. Financial arrangements for each specific collaboration will be decided on a case- to-case basis and brought on record in each case after due approval from competent authorities for finance of both the parties.

Clause 5

CENTER OF EXCELLENCE

The **First Party** will provide furnished, dedicated workspace for incubation. And also will provide library services with access to research papers and international journals database. The **Second Party** will utilise the officespace for development, research and training and establish a center of excellence, which will facilitate training, research and entrepreneurship of the students, staff and alumni of Party I in two years.

Clause 6

INTELLECTUAL PROPERTY RIGHTS (IPR)

Rights regarding publications, patents, royalty, ownership of software/design/product/developed etc. under the scope of this MoU shall be decided as follows. Those artifacts and inventions made by researchers and personnel of Party I including of those done with the collaboration of **Second Party** shall be owned by **First Party** and vice versa.

Clause 7

CONFIDENTIALITY

1. **Both Parties** maintain a high level of confidentiality in maintaining the Data / Logics / Documents / Samples / others received during the Incubation period directly or indirectly as per the non-disclosure agreement.
2. The Ownership rights on the Ideas / Logics / software product developed by the company during their Incubation period is completely owned by the institute and the incubated company.

AGREED

1. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

2. After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it between party I party II.

This Memorandum of Understanding is hereby signed in two (2) copies with one (1) copy each in possession of both institutions.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

For St. Xavier's Catholic College of Engineering
Chunkankadai, Kanyakumari Dt, Tamilnadu

10/3/23

Authorized Signatory

Dr. J. MAHESWARAN, M.E. Ph.D. FIE. MISTE.
PRINCIPAL
ST.XAVIER'S CATHOLIC COLLEGE OF ENGINEERING
CHUNKANKADAI
NAGERCOIL - 629 003

For Flutterfrog Software Solutions LLP,
Nagercoil, Kanyakumari Dt, Tamilnadu

Authorized Signatory

For FLUTTERFROG SOFTWARE SOLUTIONS LLP

PARTNER

Dr.J. Maheswaran	**Mr. S.Ramkumar**
Principal St. Xavier's Catholic College of Engineering, Chunkankadai, Nagercoil	Partner Flutterfrog Software Solutions LLP, Nagercoil, Kanyakumari District
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Witness 1: 10/3/23

Witness 2: 10/03/23

Witness 3: S Gokul kumar 10/03/2023

Witness 4: 10.3.23