MEMORANDUM OF UNDERSTANDING (MoU)

St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (Autonomous)

and

ROOKS AND BROOKS TECHNOLOGIES PVT LTD

This Memorandum of understanding (MoU) entered on the 26th day of March month in the year 2025 between,

ROOKS AND BROOKS TECHNOLOGIES PVT LTD, a Company, registered with Ministry of Micro, Small and Medium Enterprises, Government of India, Pursuant to sections 4, 7, 8(1) 12, 152 and 153 of the Companies Act, 2013, having its Corporate office at 34/661, A.V. Thomas Nagar, Rajakamangalam Road, Nagercoil, Kanyakumari, Tamil Nadu- 629004, India, (hereinafter referred to as "**ROOKS AND BROOKS**" which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its holding, subsidiary, group companies and affiliates and assigns) of the First Party, and

St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (Autonomous), affiliated to Anna University, Chennai, is owned, administered and run by the Roman Catholic Diocese of Kuzhithurai, was established in 1998. It offers 7 UG Programmes, 6 M.E. Programmes, MBA and MCA. The College was accredited by NAAC with A grade and has NBA accreditation for all UG programmes except the programme Al&DS. **SXCCE** is an Institute Level Research Centre for the period of 2024 to 2027. Eight Departments of are recognized Research centres of Anna University. This college is recognized by under 2(F) and 12(B) of the UGC act 1956 from 08-06-2018. Ministry of MSME has approved this College as a Host Institute. Students and faculty members are highly motivated to conduct researches in different fields of technology. Currently, funded research projects from Government agencies and collaborative research projects with reputed foreign Universities are being carried out with the sound infrastructure of **SXCCE**.

ROOKS AND BROOKS herein be referred to independently as Party 1, **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (Autonomous),** herein referred to independently as Party 2 and collectively referred to as "Parties".

THE MoU WITNESSED AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Objectives of the MoU**

   The objectives of MoU are:

   - To facilitate the professional development of **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** students through internship at **ROOKS AND BROOKS.**
   - To foster academic collaboration by providing resources and expertise to support faculty members of the College in their pursuit of PhD research, thereby enhancing academic excellence and knowledge dissemination.
   - Jointly pursue and secure funding from external agencies to support research and educational initiatives beneficial to both parties.
   - To provide IT and automation services, including sales and servicing of IT equipment, installation of security systems, and smart campus, smart office sustainable solutions to improve the operational efficiency and technological infrastructure of **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS).**

2. **Period of MoU**

   This MoU is intended to be in force for a period of 5 Years (26th March 2025 to 25th March 2030). If the parties desire to extend/continue the same for further period, the MoU may be extended for such period as agreed mutually with or without modification with such terms and conditions with mutual consent.

3. **Scope of Work**

   - **Internship Recruitment**

     The MoU covers the process of recruiting interns from the **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** for both part-time and full-time positions within Rooks and Brooks. It defines the terms of internship, including minimum 4 hours duration for part time interns and 9 AM to 5.30 PM for full-time interns.

   - **Grant Collaboration**

     Collaboration between the **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** and **ROOKS AND BROOKS** on grant applications from funding agencies encompasses joint efforts to identify funding opportunities, develop proposals, and leverage mutual expertise for successful grant acquisition.

- **IT Services Provision**

  The MoU encompasses the provision of various IT services by Rooks and Brooks Company to the College, including sales and servicing of IT equipment, installation of security systems, and smart campus, smart office sustainable solutions for facilities management.

4. **Responsibilities of ROOKS AND BROOKS**
   - **ROOKS AND BROOKS** will provide Internship to the student there by improving their skill set. Students will be recruited if they meet the expectations.
   - **ROOKS AND BROOKS** will provide necessary support to **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** faculty members for their research support.
   - **ROOKS AND BROOKS** will participate in the preparation and submission of joint grant applications.
   - **ROOKS AND BROOKS** will deliver and maintain IT and automation services, ensuring their effective operation and alignment with **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** needs.
5. **Responsibilities of St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)**
   - Facilitates the recruitment and recommendations of students for internships **with ROOKS AND BROOKS**.
   - **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** shall appoint a faculty/expert as a Single Point of Contacts (SPOC).
   - Assist in developing and submitting grant applications in collaboration with **ROOKS AND BROOKS.**
   - To provide the potential students, research scholars and faculty expertise for doing the joint Research works in various field.
   - The **ROOKS AND BROOKS** Products and Services required by **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** shall be discussed on case-to-case basis, from time to time and shall be furnished as a negotiated commercial proposal/quote by **ROOKS AND BROOKS** to **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS).**
6. **Confidentiality**

The Parties acknowledge and agree that all information whether in documentary mode or otherwise provided by either party or their affiliates, with respect to the collaboration and affairs of such party or its affiliates, to the other party or its affiliates, directly or indirectly, and whether oral or written, shall be considered confidential information. The recipient shall not use any of the confidential information other than for the purposes of this MoU and shall not disclose or afford access to such confidential information to any persons other than its staff, employees and approved personnel who have a specific need to know such information only for the purpose of this MoU, and who have executed confidentiality agreements with the recipient.

7. **Intellectual Property Rights**

For this MoU, 'Background IP' means intellectual property of any one Party owned, controlled, acquired, developed, authored, conceived, or reduced to practice (i) prior to the date of this MoU or (ii) during the term of this MoU but independently of this MoU and not based on the Background IP of other Party. Neither Party shall acquire, directly or by implication, any rights in any Background IP of the other Party and it is shared between both the parties. Any rights pertaining to IPR shall be in accordance with the **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** IP Policy.

8. **Termination**

Either party shall have the right to terminate the MoU if the other Party commits a material breach of any of terms and conditions of the MoU concerned and fails to rectify the same within 30 days of being requested by post/email to do so.

9. **Amendment of the MoU**

If during the operation of MoU, Circumstances may rise which call for alteration modification to this MoU, such alteration modification shall be mutually discussed and agreed upon in writing with the approval of **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)** and **ROOKS AND BROOKS** such changes will be formalized in writing as an 'Addendum' to this MoU.

10. **Force Majeure**

If and to the extent that a Party's performance of any of its obligations under this MoU, is hindered or delayed by fire, flood, earthquake, elements of nature or acts of god, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"), and such non- performance, hindrance or delay could not have been

prevented by reasonable precautions, then the non-performing, hindered or delayed Party will be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues and such Party continues to use its best efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. However, despite all efforts made by the Parties shall mutually agree on the future course of action.

11. Limitation of Liability

Notwithstanding anything to the contrary that may be contained or implied in this MoU and to the extent permitted by law, in no event shall a party be liable to the other for any direct, indirect, special, incidental, consequential, punitive damages or any lost profits or lost revenue regardless of whether such party knew or should have known of the possibility of such damages.

12. Governing Law

The contents of this MoU shall be governed by the laws of India and any dispute arising under this Agreement shall be resolved amicably through mutual discussions held between the senior officials designated respectively by the parties, failing which the parties will resort to arbitration as per Section 6 hereof. For the purposes of this MoU and all services to be provided here under, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other Party. Neither Party shall have authority to make any statements, representations or make commitments of any kind, or to take any action.

Each provision contained in this MoU is declared to constitute separate and distinct covenants and provisions. It is agreed that should any clause, condition or term, or any part thereof, contained in this MoU be unenforceable or prohibited by law or by any present or future legislation then.

Such clause, condition, term, or part thereof, shall be amended, to comply therewith the legislation or law. If such clause, condition or term, or part thereof, cannot be amended to follow the legislation or law, then such clause, condition, term or part thereof shall be severed from this MoU and all the rest of the clauses, terms and conditions or parts thereof contained in this MoU shall remain unimpaired.

SIGNED IN DUPLICATE

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

AUTHORIZED SIGNATORIES

FOR **ROOKS AND BROOKS TECHNOLOGIES PVT. LTD.**	**FOR** **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)**
26/03/2025 **Mr. D. DOMINIC SAVIO** Managing Director Rooks and Brooks Technologies Pvt Ltd	26/03/2025 **Rev. Fr. S. GODWIN SELVA JUSTUS** Correspondent, St. Xavier's Catholic College of Engineering (Autonomous)
T. C. J. 26/03/'25 **Dr. T. C. JERMIN JEAUNITA** Director and Head Rooks and Brooks Technologies Pvt Ltd	26/3/25 **Dr. J. MAHESWARAN** Principal, St. Xavier's Catholic College of Engineering (Autonomous)
Contact No: +91 94433 19914	**Contact No:** +91 98427 99973
Email Id: hr@rooks.in	**Email Id:** principal@sxcce.edu.in
Website: www.rooks.in	**Website:** www.sxcce.edu.in

Annexure

St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING

(Autonomous)

and

ROOKS AND BROOKS TECHNOLOGIES PVT LTD

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

1. Objective of the Extension of Workspace

The purpose of this agreement is to establish a mutual understanding between the College and the Company to facilitate collaboration for research, student training and innovation. As part of this collaboration, the Company requests allocation of working space within the college campus to support its operations relevant to the said collaboration.

The main objectives are

- To build a vibrant startup ecosystem by facilitating technology, management consulting services, and establishing a network between SXCCE and Rooks and Brooks.
- Create a pre-incubation center and its facilities in the institute to nurture innovations.
- Provide infrastructure facilities in terms of working space and network facilities for students' idea to product conversion.

Common interests and objectives unite both parties, 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. Scope of the Extension of Workspace

- **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.**
- The interaction between **St. Xavier's Catholic College of Engineering (Autonomous) and Rooks and Brooks Technologies Pvt Ltd,** will give an insight into developments /requirements of the industries in the software field. The first party provides a common working platform in terms of physical co-working spaces and facilities for incubation. **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**.

- The **first party** facilitates the development of an entrepreneurial ecosystem in the institution by developing strategies for innovation, incubation and entrepreneurship promotion.
- **The first party will act as the driving force in developing entrepreneurship culture, and will** furnish opportunities for regional startups.
- The **first party** provides the students from SXCCE as interns for technologies and R & D support as per need & requirement in domains of technology to the second party.
- The **first party** provides pre-incubation and incubation facilities in the institute for nurturing innovations. It provides the following infrastructure facilities to the second party.
    - **Working space for 7 people,**
    - **Facilities like a conference room with AV equipment with previous bookings,**
    - **Access to the Journal and research papers [MBA & CSE] of the library**
- Consultancy, Hand-holding, and Guidance in Specific Specialized Technical and Management Domain.
    - 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.
    - **The Second Party** will offer internship opportunities to the students from SXCCE as per need & requirement in domains of technology and R & D Support.
    - The **Second Party** will actively engage in training and placement of the students of the **First Party**.

3. Coordination of the Programme, including Financial Arrangements

- The collaborative program between SXCCE and Rooks and Brooks, shall be coordinated by authorised persons appointed by both the parties.
- Financial arrangements for each specific collaboration will be decided on a case-by-case basis and brought on record in each case after due approval from competent authorities for finance of both parties.

4. Center of Excellence

The **First Party** will provide a furnished, dedicated workspace for incubation. The first party will also provide library services with access to research papers and an international journals database. The **Second Party** will utilise the office space for development, research and training, and eventually establish a Center of Excellence, which will facilitate training, research and entrepreneurship of the students, staff and alumni of Party I.

5. Intellectual Property Rights (IPR)

Rights regarding publications, patents, royalties, ownership of software/design/product/developed, etc., under the scope of this MoU shall be decided by both parties through mutual consent. Those artifacts and inventions made by researchers of Party I, including those done in collaboration with Party II, shall be owned by Party I and vice versa.

6. Confidentiality

- **Both Parties** maintain a high level of confidentiality in supporting the Data / Idea / Documents / Samples/ Project proposals and others received during the Incubation period, directly or indirectly, as per the non-disclosure agreement.
- **The Ownership rights on the Ideas / Logics/ Software, or hardware product developed** by the company during their Incubation period are completely owned by the institute and the incubated company.

AUTHORIZED SIGNATORIES

FOR **ROOKS AND BROOKS TECHNOLOGIES PVT. LTD.**	**FOR** **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (AUTONOMOUS)**
21/07/2025 **Mr. D. DOMINIC SAVIO** Managing Director Rooks and Brooks Technologies Pvt Ltd	21/07/2025 **Rev. Fr. S. GODWIN SELVA JUSTUS** Correspondent St. Xavier's Catholic College of Engineering (Autonomous)
	21.7.25 **Dr. J. MAHESWARAN** Principal St. Xavier's Catholic College of Engineering (Autonomous)
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