MEMORANDUM OF UNDERSTANDING (MOU)

Between

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

And

Xoro Technologies, 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

MoU Cycle 1 Period: 11th March 2026 to 10th March 2028

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 11th Day of March Two Thousand and Twenty-Six by and between

St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING (Autonomous), Chunkankadai, Nagercoil, Kanyakumari District, Tamil Nadu, India, **THE FIRST PARTY** represented herein by its Name of Competent Authority / Representative

AND

XORO TECHNOLOGIES, 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. **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 AI&DS and CSE(CS). **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**.

WHEREAS, XORO TECHNOLOGIES, Nagercoil, Kanyakumari District, Tamil Nadu, India (hereinafter referred to as **"XORO"**), is a technology-driven startup focused on providing digital services for small, medium, and enterprise-level businesses. The company is actively engaged in the development of production-level software services, including mobile/web applications, UI/UX development, and AI automation.

PURPOSE OF MOU

To provide working space for **XORO TECHNOLOGIES** in the **St. Xavier's Catholic College of Engineering Incubation and Innovation Centre (SXCCE-IIC)** to build its software product(s) with the utilisation of infrastructure facilities available in the college.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH 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 **Xoro Technologies**, 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.**
    a. Working space for 5 people.
    b. Facilities like conference room with AV equipment with previous bookings.
    c. Access to journal and research papers of the library.
    d. Consultancy, Hand-holding and guidance in specific specialized technical and management domain.
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 offer internship opportunities to the students from **SXCCE** as per need & requirement in domains of technology and R & D Support.
9. **The Second Party** will extend the necessary support to deliver guest lecturers to the students of the **First Party** on recent technologies.
10. The **Second Party** will actively engage in training and placement of the students of the **First Party**.
11. The main scope of **Second Party** is to develop its own software products, through research and development, grow as a start up company and establish centre of excellence.

Clause 3

VALIDITY

1. The validity of the agreement is **TWO YEARs (11th March 2026 to 10th March 2028)** 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 **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING** and **XORO TECHNOLOGIES**, Nagercoil, Kanyakumari District, Tamil Nadu, India.

Clause 4

CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

1. The collaborative program between **St. XAVIER'S CATHOLIC COLLEGE OF ENGINEERING** and **XORO TECHNOLOGIES**, 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.
3. An admission fee of Rs.5000/- (refundable) is to be paid towards the registration to SXCCE – IIC for non-alumni incubatee. This amount would be paid back to the incubate after completion of the incubation period, provided the incubatee has a normal exit.
4. After successful completion of 2 years, rent for alumni incubatee is fixed as Rs. 1000/- per seat/per month, for others it will be Rs.2000/- per seat/per month.
5. The rent for computer, if provided by SXCCE, the cost per machine per month is Rs.500/-. This is inclusive of electricity and infrastructural facilities offered at SXCCE - IIC as mentioned in section 2 of this policy.

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 office space for development, research and training and

eventually establish a centre of excellence, which will facilitate training, research and entrepreneurship of the students, staff and alumni of **First Party** 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 by the **both parties** through mutual consent. Artifacts, inventions, or intellectual property created independently by personnel of the First Party shall be owned by the First Party, and those created independently by the Second Party shall be owned by the Second Party. Jointly developed outcomes shall be jointly owned, unless mutually agreed otherwise.

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. Ownership of ideas, logic, or software developed during incubation will follow the Intellectual Property Rights terms mentioned in Clause 6.

AGREED

a. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
b. After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it between **First Party** and **Second Party**.

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

(Autonomous)

11/03/2026

Rev. Fr. S. Godwin Selva Justus

Correspondent, SXCCE

For

Xoro Technologies,

R. Austin

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11.3.26

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