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Stamp Paper Purchased on	: 24/10/2025 13:36:21
First Party Name	: SHINE P XAVIER
First Party Address	: HOD, ARTIFICIAL INTELLIGENCE AND DATA SCIENCE JYOTHI ENGINEERING COLLEGE, CHERUTHURUTHY, THRISSUR
Second Party Name	: MANIKANDAN P
Second Party Address	: CEO , SOFTRONIICS MAVOOR ROAD, NEAR HI -TECH MEDICITY, ARAYIDATHUPALAM, CALICUT
Vendor Code & Name	: 16021822 - A B Prabitha
Treasury Code & Name	: 1602 - Additional Sub Treasury, Kozhikode

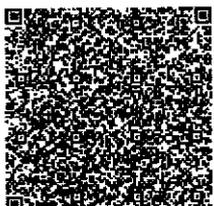
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is made and entered into on 12th November, 2025 by and

BETWEEN

The DEPARTMENT OF ARTIFICIAL INTELLIGENCE AND DATA SCIENCE, JYOTHI ENGINEERING COLLEGE (Autonomous), Cheruthuruthy, Kerala, India represented herein by its Head of the Department, Mr. SHINE P. XAVIER (hereinafter referred to as the 'First Party', which expression, shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators, and permitted assigns).



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A.B. PRABITHA
ACTING STAMP VENDOR
RC ROAD, CALICUT

AND

SOFTRONIICS, 2nd Floor, Maniyattukudi Asfa Building, Mavoor Road, Calicut, Kerala, India and represented herein by its **Mr. MANIKANDAN P., CEO, SOFTRONIICS** (hereinafter referred to as the '**Second Party**', which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(First Party and Second Party are hereinafter jointly referred to as '**Parties**' and individually as '**Party**')

WHEREAS,

- ◆ The First Party is the **Department of Artificial Intelligence and Data Science, Jyothi Engineering College (Autonomous), Cheruthuruthy, Thrissur, Kerala, India, Pin. 679 531**. It is a constituent academic department of Jyothi Engineering College, which is affiliated to APJ Abdul Kalam Technological University (KTU), Thiruvananthapuram, and approved by AICTE. The department offers undergraduate B.Tech. in Artificial Intelligence and Data Science.
- ◆ The Second Party, **SOFTRONIICS, 2nd Floor, Maniyattukudi Asfa Building, Mavoor Road, Calicut, Kerala, India, Pin. 673 004**, is a registered IT company specializing in consulting or product development, technical training with a strong focus on industry-aligned education and practical exposure in areas like Artificial Intelligence, Machine Learning, Data Science, Web Development and Visualization Technologies. Through its programs SOFTRONIICS has empowered students and professionals to meet the growing demands of the tech-driven job market.
- ◆ First Party & Second Party desire to collaborate in areas of mutual interest including, but not limited to, industry exposure, internships, research, skill development, faculty training, curriculum enrichment and joint events.
- ◆ The Parties intend to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education, Research and for other avenues of common interest.
- ◆ Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- ◆ **Jyothi Engineering College (JEC), Cheruthuruthy, Thrissur, Kerala, Pin. 679 531**, is a premier autonomous institution established in **2002** under the aegis of the **Trichur Educational Trust**, founded by the **Catholic Archdiocese of Thrissur**. Affiliated to the **APJ Abdul Kalam Technological University (KTU)** and approved by the **All India Council for Technical Education (AICTE), New Delhi**, the college is committed to excellence in engineering education, research and innovation.

As an **Autonomous Institution**, JEC enjoys the academic flexibility to design and implement industry-relevant curricula that promote hands-on learning and research-oriented education. The college offers a wide range of undergraduate (B. Tech.), postgraduate (M. Tech.) and doctoral (Ph.D.) programs across various engineering disciplines. The institution's focus on quality, ethics and technological advancement has positioned it as one of the most sought-after engineering colleges in Kerala.

JEC fosters strong industry-academic partnerships, encourages entrepreneurship, and supports holistic development through its well-equipped laboratories, research centers, faculty expertise and vibrant campus life. With a track record of excellent placements and academic distinction, Jyothi Engineering College continues to nurture future-ready engineers with a global outlook and a commitment to societal betterment.

In addition to Jyothi Engineering College, the Catholic Archdiocese of Thrissur runs the following institutions also :

1. **St. Thomas College (Autonomous), Thrissur** - Affiliated to University of Calicut and approved by UGC - offers UG, PG and Ph.D. programs in Arts, Commerce and Science.
 2. **St. Mary's College (Autonomous), Thrissur** - Affiliated to University of Calicut - offers UG and PG programs in Arts, Commerce and Science.
 3. **Mahajubilee Training College** - Affiliated to University of Calicut - offers B.Ed. and M.Ed. programs.
 4. **Jubilee Mission Medical College & Research Institute** - Affiliated to Kerala University of Health Sciences (KUHS) - offers UG & PG Courses in Medical Allied courses.
 5. **Jubilee Mission College of Nursing** - Affiliated to Kerala University of Health Sciences (KUHS) - offers B.Sc. Nursing.
 6. **Jubilee Mission School of Nursing** - Affiliated to Kerala University of Health Sciences (KUHS).
- ◆ **SOFTRONICS, 2nd Floor, Maniyattukudi Asfa Building, Mavoor Road, Calicut, Kerala, India, Pin. 673 004**, is a registered IT company specializing in consulting or product development, technical training with a strong focus on industry-aligned education and practical exposure in areas like Artificial Intelligence, Machine Learning, Data Science, Web Development and Visualization Technologies. Through its programs SOFTRONICS has empowered students and professionals to meet the growing demands of the tech-driven job market.

The company offers a comprehensive range of services including AI based Internship programs, both Short term and Long term Internships can provide valuable learning opportunities and help students develop their technical and soft skill, Certification Training, Corporate Training, Faculty Development Programme and Add-on trainings such as advanced programming languages, software development frameworks, cloud computing, data base management and more.

As a company, we strive to keep up with the emerging trends in the industry and assimilate the best practices in training and development from across the globe to deliver the best possible experience to our clients. We strive to empower our clients by imparting cutting-edge knowledge and expertise in emergent technologies and platforms.

Driven by a team of experienced and qualified Trainers and subject experts in a range of domains, from software development and web design to data analysis and project management. Our training and development solutions provide a unique mix of technology training and industry exposure by helping freshers acclimate to the demands of live projects.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS :

CLAUSE 1 : CO-OPERATION

- a. 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 within the Jyothi Engineering College campus and its associated activities. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- b. First Party and Second Party co-operation will facilitate effective utilization of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching/training systems, keeping in mind the needs of the industry, the Second Party.
- c. Both Parties, as deemed necessary and upon mutual agreement, can jointly collaborate with other external parties.
- d. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 : SCOPE OF THE MOU

- a. The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both Parties believe that close co-operation between the two Parties would be of major benefit to the student community to enhance their skills and knowledge, to make them more employable and deployable.
- b. **Curriculum Design :** Second Party will give valuable inputs to the First Party in teaching/ training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- c. **Industrial Training & Visits :** Industry and Institution interaction will give an insight into the latest developments/requirements of the industries; the Second Party shall permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. The industrial training and exposure provided to students and faculty members 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 learners enrolled with the First Party.

- d. **Internships and Placement of Students** : The Second Party will actively engage to support the delivery of internships and placement of students of the First Party, in accordance with the AICTE Internship Policy and the Second Party's established or mutually defined internship practices, as applicable.
- e. **Research and Development** : Both Parties have agreed to carry out joint research activities, wherever possible, in various fields of engineering and technology as per the dynamic requirement of the industrial needs. Particular attention shall be given to the business domains of the Second Party.
- f. **Skill Development Programs** : Second Party will train the students of the First Party on the emerging technologies to bridge the skill gap and make them industry-ready, i.e. employable or deployable.
- g. **Guest Lectures** : Second Party will extend necessary support to deliver guest lectures to the students of the First Party on the technology trends and internal requirements.
- h. **Faculty Development Programs** : Second Party will train the Faculty members of the First Party for imparting industrial exposure/training as per the industrial requirement, considering the National Occupational Standards in the concerned sector, if available.
- i. **Consultancy Services** : The First Party may extend technical consultancy services to the Second Party in areas such as structural design review, material testing, project planning, quality auditing, site supervision support, and other related civil engineering domains. The terms and scope of such consultancy shall be mutually agreed upon in writing on a case-by-case basis. Any financial implications, if applicable, will be addressed through separate agreements.
- j. **Joint Workshops and Seminars** : Both Parties may jointly organize technical workshops, seminars, and symposiums on emerging trends in civil engineering, construction technology, sustainability, and project management to foster academic and professional development.
- k. **Access to Laboratories and Facilities** : The First Party may provide access to its laboratories and research facilities for material testing, structural modeling, or software simulations, as required for mutually agreed projects or studies.
- l. **Student Project Sponsorship** : The Second Party may sponsor or co-guide selected final year or postgraduate student projects aligned with real-world problems or ongoing projects at Elora Building Systems.
- m. **Collaborative Publications** : Both Parties may work toward publishing joint research papers, case studies or technical articles based on collaborative work, projects, or consultancy assignments.
- n. **Curriculum Enrichment through Site Data** : The Second Party may share anonymized data from construction sites (drawings, schedules, BIM models, material performance data etc.) for use in classroom instruction or live case study analysis.
- o. **Sustainability & Green Practices Initiative** : Both Parties may collaborate on promoting sustainable construction practices, including the use of eco-friendly materials, waste minimization strategies and green rating system awareness (e.g. GRIHA, IGBC).

- p. Both Parties will obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs under the terms specified herein.
- q. **There is no financial commitment** on the part of either Party. If there is any financial consideration, it will be dealt with separately.

CLAUSE 3 : INTELLECTUAL PROPERTY

- ◆ Nothing contained in this MOU shall, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

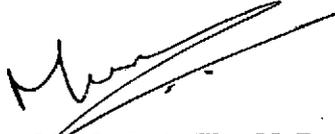
CLAUSE 4 : VALIDITY

- a. This Agreement will be valid for **4 years** or until it is expressly terminated by either Party on mutually agreed terms.
- b. Both Parties may terminate this MOU upon **30 calendar days'** notice in writing. In the event of termination, both Parties must discharge their respective obligations.

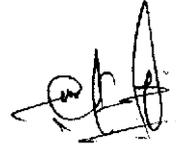
CLAUSE 5 : RELATIONSHIP BETWEEN THE PARTIES

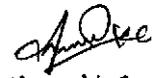
- ◆ It is expressly agreed that both Parties are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.


MR. SHINE P XAVIER
HEAD OF DEPARTMENT
ARTIFICIAL INTELLIGENCE AND DATA SCIENCE
JYOTHI ENGINEERING COLLEGE


Mr. MANIKANDAN P
CEO, SOFTRONICS
CALICUT




Witness 1: *Bowenly m*
AP, AD


Witness 2: *Jithin K.C*
AP, AD

Any divergence or difference derived from the interpretation or application of the MOU shall be resolved by arbitration between the Parties as per the Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Thrissur, Kerala. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts at Thrissur.