

Climate Smart Technologies (CST)

We have signed an MOU with CST in 2019 for a period of 5 years and based on that our students interned with the organization gathering information on the organic shops in Chennai and subsequently travelled across the state to identify the sourcing centres to work out lesser price for the organic products which are otherwise very much costly. Also the agreement leads to working on app development to bring in easy marking, scoring and recording of information required for the updating and maintenance of the college records through online.



23/7/19

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65AB 362039

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Memorandum of Understanding (MoU)
Between
Madras School of Social Work (MSSW)
AND

Climate Smart Technologies (CST) Private Limited

Ph: 8056107370, 9940511797
V. RAJENDRAN, B.A.,
L.No. 44/63/97
No.54/420, PANTHEON ROAD,
EGMORE, CHENNAI-600 008

This agreement is made on 24th Day of July 2019

BETWEEN

MADRAS SCHOOL OF SOCIAL WORK (MSSW), established in 1952, located in Chennai, South India, is an Autonomous Institution, NAAC accredited and affiliated to University of Madras. Madras School of Social Work was founded by Mary Clubwala Jadhav under the auspices of Madras State Branch of the Indian Conference of Social Work (renamed the Indian Council of Social Welfare) and the Guild of Service (central). The school is run under the aegis of the Society for Social Education and Research (SSER). Madras School of Social Work is a member of the Association of Schools of Social Work in India and the Asia – Pacific Association of Social Work Education. The School is also affiliated to the International Association of Schools of Social Work. The School is rated 3rd Best Social Work College in India and First in South India.

MSSW offers Under Graduate, Post Graduate and Master of Philosophy in Social Work courses. In the last two decades it has forayed into offering Post Graduate courses in Development Management, Human Resource Management, Human Resource and Organization Development, Social Entrepreneurship, Counselling Psychology. Recently it has added Bachelors of Science & Master of Philosophy courses in Psychology. Additionally there is PG Diploma in Human Resource Management and Personnel Management & Industrial Relations. MSSW has also been actively offering specialized social work trainings, certificate courses, undertaking consultancies for survey's, research studies, monitoring and evaluation of development projects.

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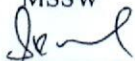
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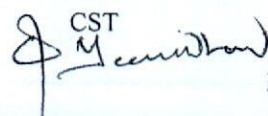
Climate Smart Technologies (CST) Private Limited is registered under the Companies Act 2013, Company Identification Number U72900TZ2017PTC029124, incorporated on 27 June 2017. CST is **recognized as a Startup by Startup India** program by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India having its registered office at 1, Palladam Road Extension, Pollachi, Coimbatore 642002, Tamil Nadu, hereinafter referred to as CST which expression shall unless repugnant to the context or meaning thereof be deemed to mean executors and administrators of the last surviving director of the Second Part;

Climate Smart Technologies Private Limited is a for-profit start-up registered on 11 September 2017 to innovatively develop and market various climate smart technologies in areas of agriculture, construction and energy sectors. Climate Smart Tech has developed more than 150 apps which includes global first Smart Social Worker app exclusively for Social Work students and faculty, Smart Geo Survey, Smart Geo Participatory Rural Appraisal (PRA), a Smart Suite of Android apps namely Smart Farmer, Save Indian Breeds, Smart Sugarcane Farmer, Smart Sugarcane Officer, Smart Bamboo Farmer, Smart SHG, Smart Village Organization, Smart FPO, Smart Coconut, Smart Crop, Smart Cattle, Smart Farm Machinery, Smart Labour, Smart Water User Associations and recently conducted and Appathon for Smart City Trichy and published 107 apps. It has got two design patent granted out of five patents applied for Solar roofing sheets, solar roofing tiles and developing smart solar irrigation kit, 24X7 energy console, are aimed at rural small holders to enhance livelihoods, agri-productivity, access 24X7 energy to maximize their income opportunities and have smart living spaces. (Which expression unless excluded or is repugnant to the context shall include its successors and assignees) on the other part.

Scope of the Agreement

- Both MSSW and CST will work for the common cause of promoting Smart Phone based Android app and other ICT products for advancing Social Work Education to enhance opportunity for social work students and professionals to work with various cutting edge technologies for urban, rural, remote underprivileged, unheard communities where CST is providing disruptive technologies.
- Develop customized MSSW Learning Management System (LMS) Android Apps for smart class deployment for faculty and students on cost basis in compliance with NAAC guidelines for field work, assignments and academic requirements to pave way for e-library, big data and artificial intelligence in the long run.
- Train the faculty and students in Smart Social Worker App developed for prolific as part of paid training and provide annual maintenance further customization to achieve paperless social work education systems. The MSSW will assist in Smart Social Worker App usage with affiliated colleges, universities, NGO's and other institutes under the Digital India, UGC, MHRD and through other projects to digitize education for MSSW building Social work big data leading to Artificial intelligence.
- Carry out faculty development programs (FDP) for departmental staff, university, affiliate and autonomous colleges in relevant areas of both MSSW and CST.
- CST to support MSSW in establishment of cost effective Smart Classes, optimal Solar Energy systems, Smart Buildings structures where it can provide competitive and comparative advantages.
- CST to support MSSW social enterprise incubation center incubatees with smart apps required for their ventures on cost or equity based, conduct Appathons & Hackathons for social enterprise development, support, guide incubates with establishment of their enterprises and also angel

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invest into few enterprises. MSSW and CST will jointly seek funds or projects to develop Apps and IoTs to improve the lives of differentially abled clients.

- Accept MSSW students for field work, block placement, applied research and recruit students to be employees in areas of interest to CST. CST to provide field trainings as part of field work or block placement work to technologically enable Social work students to use Smartphones and get trained in CST's Smart Social Worker App, Smart PRA App, Smart Farmer Apps, Save Indian Livestock Breeds etc. with various farmer groups in various ongoing projects with ongoing project, Farmer Producer Organizations (FPOs), Self-help Groups (SHGs) and Village Organizations (VO's) to enhance future proof skill based education for sustainable employment at National and International levels
- MSSW and CST will jointly or form consortium with other agencies to develop project proposals, raise funds, for Seminars, Trainings, Surveys, Research Studies, Workshops, CSR activities, participate in bidding and implement jointly or subcontract or work part of a consortium with other development agencies or private companies complimenting with their respective strengths with scope for Android and web app development. Funding obtained for such joint projects will be held separately under project specific sub accounts which will be audited and statement of accounts in accordance to prevailing Indian laws will be submitted separately by relevant accounting officials and books of accounts will be maintained in accordance to prevailing national laws.

Both the organizations will share information relating to common cause from time to time for wider use of ICT by rural communities for betterment of livelihoods using smartphone app, Internet of Things, big data and Artificial intelligence.

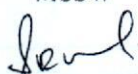
The copyright of the information resides with MSSW and CST for all purposes deemed fit for academic, research, policy, publication and wider dissemination. The Department of Social work and CST may publish the copy right information with adequately acknowledging the authors and students of the work for its intended academic, research, policy, implementation, evaluation for commercial and noncommercial uses deemed fit.

The agreement clearly delineates the Academic work of students and faculty is the proprietary information of the MSSW of MSSW (except that are already in public domain) and the Android App UI, designs, algorithms, database structure, icons, formulas, etc., are proprietary information of the CST. Proprietary Information (as defined below) disclosed by the Disclosing Party (MSSW or CST), either directly or indirectly to the recipient in connection with the App should be protected by the both parties against disclosure to any third party in accordance with the terms of this Agreement. Any breach to IP rights of the propriety information is noticed the parties shall inform the other promptly using any communication medium without delay to limit the damage and seek legal recourse based on avail at the affected parties' discretion or jointly by both parties by mutual consent.

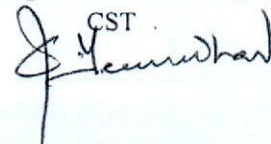
The agreement recognizes that part of the social work students' academic, research, field and survey work in field of medical psychiatric, family welfare, HR, counseling casework, group work, may be of confidential in nature and CST will ensure that personal details directly referring to client will be masked or encrypted to protect its identity except to those are already in public domain. Students and faculty should clearly indicate all confidential information to be masked to CST for effective coding to prevent any accidental disclosure. In event of any accidental disclosure unintentionally CST will take corrective actions such as censor, withdrawal, banning, etc immediately within the reasonable working hours to limit the damage with the scope of Information Technology Act 2000 and International best practices.

Both parties shall exercise the same degree of care and protection of the Disclosing Party's Protected proprietary and confidential Information as the Recipient exercises with respect to its own Protected Information and should not directly or indirectly use, disclose or divulge the same to anyone in any

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manner whatsoever, copy, photo-copy or re-produce, distribute, republish or allow any third party access to such Protected Information of the Disclosing Party without the prior written consent of the Disclosing Party. All Protected Information is provided "as is" and no Party makes any representations or warranties as to the accuracy or completeness of the Protected Information provided by it to the other.

The term "Proprietary Information" means, to the extent previously, presently or subsequently disclosed by or for Disclosure to Recipients, all student, faculty, clients, organizations, respondents, personal, social, economic and technical information of Disclosure or any of its affiliates, suppliers, customers and employees (including any and all non-public information, without limitation to code base, UI/UX, information about development, research, operations, marketing, transactions, permissions, compliance, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, customers, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential.

This MoU will be effective from the date of signing by both parties up to a **period of five years** and may be subject to extension by mutual consent of the parties in writing. The provisions of this MoU may be amended any time with mutual consent of the parties in writing. Either party may terminate the agreement by giving 6 (six) months advance notice in writing. The amendment, termination and expiration of this MoU will not affect the terms of activities ongoing at the time of notification of amendment, termination or expiration, unless otherwise agreed upon between the two parties.

Each party shall use the logo to indicate their partnerships on websites briefly indicating the goals and objective of the partnerships. Further for projects both parties will seek approval from the other party in writing to use the later's name and logo for the activities hereunder on case to case basis and the other party will provide a reply at the earliest or maximum within 7 days in writing.

Both parties shall do their utmost to ensure the smooth and efficient implementation of the programme. Neither party can misuse this MoU by involving the name of the other stakeholder without written consent from the other party.

Jurisdiction

The MoU shall be governed by and constructed according to Laws in force in India. The parties hereby submit to the exclusive jurisdiction of the courts situated in Chennai for all purposes.

Arbitration

In case of any dispute or difference arising out of the MoU, which cannot be resolved mutually between two parties, it shall be referred to two arbitrators to be appointed by both parties in the proportion of one each. After hearing both parties the arbitrators will give reasoned and speaking award, which shall be binding on both parties. The venue of arbitration shall be Chennai, India.

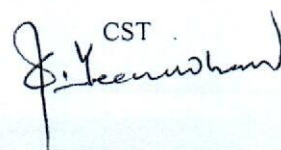
Force Majeure

Neither party will be liable to the other for nonperformance of this MoU or any part thereof due to Force Majeure conditions, such as Acts of Gods, fire, floods, earthquakes, explosions, acts of sabotage, or terrorism, war, riots and any other circumstance (natural) beyond the control of the party.

Notices

Any notices to be given under this MoU shall be in writing and shall be deemed to have been duly and properly served upon the parties hitherto if delivered against acknowledgement of by registered mail

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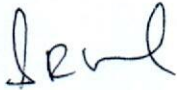

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addressed to the parties herein at the addresses given at the initial paragraphs of this MoU or such changed address duly notified by the parties.

In witness thereof, the parties have set their respective hands here on the Fourteenth Day of the Month of the January of the Year Two Thousand Eighteen as written above.

For and behalf of MSSW

For and behalf of CST



Dr. S. Raja Samuel
Principal
Madras School of Social Work
Seal

Dr. S. RAJA SAMUEL, M.A., Ph.D.,
Principal
Madras School of Social Work (Autonomous)
No. 32, Casa Major Road,
Egmore, Chennai - 600 008.



Mr. Jeevanandhan Duraisamy
Founder CEO
Climate Smart Technologies Private Limited

CLIMATE SMART TECHNOLOGIES PVT. LTD.,
I, Palladam Road, Extension,
Mahalingapuram, Pollachi - 642 002
Coimbatore, Tamilnadu, India
Mob : +91 908 059 3193

Date: 24-July-2019

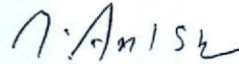
24-July-2019

Witnesses

Name:

Signature

1. M. ANTONY STEPHEN.



2. K.B. INIAN

