



தமிழ்நாடு தமில்நாடு TAMILNADU

25-11-19

RAMCO INSTITUTE OF  
TECHNOLOGY - RAJAPALAYAM.

M. Ayyanarsamy

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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 26<sup>th</sup> day of - November - Two Thousand Nineteen,

#### BETWEEN

Ramco Institute of Technology, North Venganallur Village, Rajapalayam - 626 117, Tamil Nadu, the First Party represented herein by its Head of the Institution Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

#### AND

Crystal Delta, Head office at Level 9, 401 Collins Street, Melbourne, Victoria, 3000, Australia, and Branch office at Level 1, 54th St. & 9th Ave. Ashok Nagar 600083, Chennai, Tamil Nadu, India, the Second Party, and represented herein by its Operations Head, Chief Executive Officer, (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).



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

**WHEREAS:**

A) First Party is a Higher Educational Institution named:

**Name of Institution: Ramco Institute of Technology**

Ramco Institute of Technology, (RIT) promoted by Raja Charity Trust, was established during the academic year 2013-14. It is fully supported by the Ramco Group to create quality Engineers for future needs. The Institution is approved by AICTE and is affiliated to Anna University, Chennai. Currently, RIT offers 4-year undergraduate Engineering programmes namely Civil Engineering, Computer Science and Engineering, Electrical and Electronics Engineering, Electronics and Communication Engineering and Mechanical Engineering, and plans to offer postgraduate and research programmes in Engineering and science. The overall management of the Institution is vested with the Governing Council under the able leadership of Shri. P.R. Venketrama Raja, Chairman, RAMCO Group of Industries. The Advisory Committee of the Institute is headed by Prof. M.S. Ananth, former Director of IIT Madras and is ably supported by leading Professors of IIT Madras, Prof.M.S.Palanichamy, former Vice-Chancellor of Tamilnadu Open University and other prominent academicians. The Advisory Committee plays a vital role in recruiting the best faculty, training them, promoting innovative teaching and encouraging research.

- B) First Party & Second Party believe that collaboration and co-operation between themselves aim to promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to co-operate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.



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- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **Crystal Delta:** Crystal Delta Pty Ltd was founded in 2015. It is a software products and services provider based in Melbourne Australia, with offices in Chennai Tamil Nadu, India. Crystal Delta provides software products and services for the Education Industry, Finance and Banking Industry, and other industries that are seeking digital solutions to transform their business.

- F) **Crystal Delta, the Second Party background of the Company:**

The co-founders of the company came together through their experience in working on the largest banking transformation in Australian history, at National Australia Bank. Even though there was strong and recent experience in the banking and finance industry, in its second year the leadership team asked itself which industry should the company focus on first. The unanimous answer was Education. The founders strongly felt that the Education industry all around the world was in need of solutions to help them move into the digital age.

Since then, the company has developed five (5) products (Xenops digital learning platform, Crane course migration tool, Loree course design tool, CCA course auditing tool, and OLCi learning analytics platform) through three (3) strong education industry partnerships (Instructure, Kaltura, and Open edX) in service of delivering better outcomes for education, and for individual learners.

- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

At Crystal Delta, we believe that smaller teams of highly skilled members can accomplish great things. Coupled with our philosophy of Extreme Ownership, the company has collaborated with industry giants to deliver industry change in Australia and elsewhere. We worked with Apple and Royal Melbourne Institute of Technology (RMIT) to launch the Swift Curriculum, and we are enabling learning designers at top universities in Australia (University of Technology Sydney, and the University of Melbourne), to design online course content with our state-of-the-art course design tool, Loree. From modest beginnings and with only our hard work ethic and a little bit of audacity, we now count 97 employees across Australia and India.



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Crystal Delta continues to believe in the value of high quality and practical education. We have predominantly grown through the hiring of graduates, and we have also established an Incubation Centre on-campus at SRI SOWDAMBIKA College of Engineering in Aruppukottai, Tamil Nadu. And we look forward to continue enhancing the graduate outcomes for colleges in Tamil Nadu through the capabilities of our Digital Learning Platform - Xenops.

### **Xenops**

Of specific interest and applicability is Crystal Delta's Xenops digital learning platform. Based on Open edX, originally developed by Harvard and MIT, and now used by major universities and corporations (Arizona State University, Microsoft, Boeing), Xenops is a turn-key cloud hosted complete end-to-end platform for learning online. Crystal Delta has built Xenops to remove the technology complexities that often limit digital transformation in education. Within a single day, an institution can have its own online learning platform, themed and branded, and ready to load courses and enroll learners.

Xenops is equally good at deploying courses for students, and for courses that help up-skill faculty to enhance the classroom learning outcomes. Crystal Delta has several soft skills development courses ready to go with any new deployment of Xenops, and can work with the institution to digitize content and make it more visual, more interactive, and more engaging. Xenops also comes with analytics so that educators can actually track just how engaged the students are.

### **Crystal Delta's Notable Offerings**

**WREN Open Banking Platform** for smaller and emerging digital banks, is the latest product the Crystal Delta is developing. Taking what has been learned from working on very large banking systems, Crystal Delta aims to create a powerful yet affordable and modular set of banking and finance application that are built on micro-services. Cloud and mobile native, WREN is scheduled for release by middle of 2020.



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- 1.2 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.
- 1.3 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

- 2.1 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 would be of major benefit to the student community **of all the branches of Engineering [Civil Engineering, Computer Science and Engineering, Electrical and Electronics Engineering, Electronics and Communication Engineering and Mechanical Engineering] offered at RIT** to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will to the best of its abilities 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.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction is a valuable method for providing insights into the latest developments / requirements of the industries; the Second Party will permit the Faculty and



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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 through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will consider any reasonable request for access to its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will to the best of its abilities engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **Project Management, Software design and development, Digital Learning.**
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in-house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculty of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **Ramco Institute of Technology**, the First Party to take up any program mentioned in the MoU. If there is any financial consideration, it will be dealt separately.



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### CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 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, copy rights and designs) of the other Party.

### CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Crystal Delta**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Crystal Delta**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MoU
- 4.2 Both Parties may terminate this MoU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

### CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 It is expressly agreed that **First Party** and **Second Party** 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.

First Party

Second Party



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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 Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of **Name of City: Rajapalayam.**

**AGREED:**

For **Ramco Institute of Technology**

Principal  
Authorized Signatory

*02/06/11/19*  
**Prof. Dr. L. GANESAN Ph.D.,  
Principal  
Ramco Institute of Technology  
Rajapalayam - 626 117.  
Tamil Nadu**

**Ramco Institute of Technology**

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Witness 1

*Dr. K. V. JAGALAKSHMI*  
**Dr. K. V. JAGALAKSHMI  
MOD - CSE, RIT**

Witness 2

*K. S. SELVARAJ*  
**K. S. SELVARAJ  
DGM(A) RIT**



For **Crystal Delta**

*B. Bal*  
Chief Executive Officer  
Authorized Signatory



**Crystal Delta**

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Witness 1

*Eddie Celan*  
**EDDIE CELAN  
DIRECTOR**

Witness 2

*Tennille Sanders*  
**TENNILLE SANDERS  
HEAD OF MARKETING**

