

MEMORANDUM OF UNDERSTANDING (MoU)

Between

**St. Xavier's Catholic College of Engineering
(Autonomous)**

Chunkankadai, Kanyakumari District, Tamil Nadu, India 629003

and

**HustleLoom Innovations, 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: 26th December 2025 to 25th December 2027

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on 26th Day of December Two Thousand and Twenty-Five 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

HUSTLELOOM INNOVATIONS, 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 8 UG Programmes, 7 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 CSE(CS), AI&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**.

WHEREAS, **HUSTLELOOM INNOVATIONS**, Nagercoil, Kanyakumari District, Tamil Nadu, India (hereunder referred as **HUSTLELOOM**) is a technology-driven startup focused on building digital products for enterprises and individual end users, leveraging data analytics, Artificial Intelligence (AI), and automation. The company is actively engaged in research and development in the areas of UI/UX, Machine Learning & Artificial Intelligence (ML/AI),

Generative AI, and modern web application technologies to deliver innovative and impact-driven solutions.

PURPOSE OF MOU

To provide working space for **HUSTLELOOM INNOVATIONS** 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 **HustleLoom Innovations**, 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 (26th December 2025 to 25th December 2027)** 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 (Autonomous)** and **HUSTLELOOM INNOVATIONS**, 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 **HUSTLELOOM INNOVATIONS**, 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 incubatee 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)

Fr. S. Godwin
26/12/2025
Rev. Fr. S. Godwin Selva Justus
Correspondent, SXCCE

Dr. J. Maheswaran
26.12.25
Dr. J. Maheswaran
Principal, SXCCE

Contact Details: +91-9842799973
E-mail: principal@sxcce.edu.in
Web: www.sxcce.edu.in

Witness 01

B. S. S. S.

For
HustleLoom Innovations,

Darwin J
Mr. J. Darwin
Director
HustleLoom Innovations

Contact Details: +(91) 93602 87845
E-mail: hustleloom.contact@gmail.com
Web: www.hustleloom.com

Witness 02

Darwin J
SXAFI, President.

Memorandum of Understanding

between

St. Xavier's Catholic College of Engineering

(Autonomous)

Chunkankadai, Nagercoil, Kanyakumari District,
Tamil Nadu, India - 629003



and



CubenSquare Technology Solutions

No.6, 2nd Floor, Sai Arcade 200 Feet Radial Rd Toll Plaza, near
Chennai One IT SEZ, Thoraipakkam Chennai - 600097

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as **MoU**) is signed on 26th December 2025, between **St. Xavier's Catholic College of Engineering (Autonomous)**, represented by its Correspondent/Principal (hereinafter referred to as "**SXCCE**"), having its address at Chunkankadai, Nagercoil, Kanyakumari District, Tamilnadu, India 629003.

and

CubenSquare Technology Solutions, represented by its Managing Director, **Mr. Gomathi Subramanian**, having its registered office at No.6, 2nd Floor, Sai Arcade, 200 Feet Radial Road Toll Plaza, Near Chennai One IT SEZ, Thoraipakkam, Chennai – 600097, Tamil Nadu.

CUBENSQUARE TECHNOLOGY SOLUTIONS – PROFILE

CubenSquare Technology Solutions is a Chennai-based IT company with a growing global footprint across **India and the UAE**, dedicated to delivering high-impact technology solutions, enterprise consulting, IT support services, and career-focused training to learners and organizations. With a clear vision to bridge the industry–academia gap, CubenSquare has mentored thousands of students and working professionals through hands-on, real-time, and project-oriented programs aligned with industry needs.

CubenSquare operates through **four core Business Units (BUs)**, enabling us to deliver **end-to-end value** across consulting, execution, support, and skill development.

Our Core Business Units

1. Software Development

Design and development of scalable web, mobile, and enterprise applications, including full stack development, software testing, automation, and application modernization solutions.

2. IT Consultation

Enterprise consulting services covering cloud transformation, DevOps automation,

Red Hat OpenShift consulting, bank and application modernization, Jira implementation, observability, security, virtualization, and SRE frameworks.

3. IT Support Services

Managed IT services including infrastructure monitoring, cloud operations, security management, incident handling, and continuous optimization to ensure high availability and business continuity.

4. IT Training & Certification

Industry-aligned training, certification, internships, and on-the-job programs in DevOps, Cloud, Red Hat technologies, Cybersecurity, Data Science, AI/ML, Software Testing, and emerging technologies.

Technology & Training Expertise:

- Cloud Technologies
- DevOps & CI/CD (Docker, Kubernetes, Jenkins, GitOps)
- Full Stack Development (MERN, Python, Java)
- Data Science & AIML
- Red Hat Certified Training (Linux, Ansible, OpenShift)
- Cyber Security
- Agentic AI and Generative AI
- Data Centre
- Real-Time Industry Projects & Corporate Bootcamps

Innovation & Incubation Enablement:

In addition to technical training, CubenSquare specializes in enabling Innovation & Incubation Centre initiatives within academic institutions, providing students with a robust ecosystem to grow beyond classroom learning. Through this model, students gain access to:

- Technology Workshops & Hands-on Skill Development
- Mini-Project and Prototype Building Support
- Technical Talks, Industry Seminars & Knowledge Sessions
- Hackathons, Ideathons & Innovation Challenges
- Live Project Exposure Guided by Industry Mentors
- Internship Opportunities & Real-Time Industry Mentoring

- Startup Guidance and Opportunity to Bring Ideas to Life

This holistic approach empowers students to build practical skills, improve employability, and transform innovative ideas into working solutions, positioning CubenSquare as a trusted technology and innovation partner for leading institutions.

SXCCE – PROFILE

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. **SXCCE** is affiliated to Anna University, Chennai, is owned, administered and run by the Roman Catholic Diocese of Kuzhithurai, was established in 1998. It offers 8 UG Programmes, 7 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 CSE(CS), AI & 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

ALLIANCE OBJECTIVE

This MoU aims to establish a **CubenSquare Innovation & Incubation Centre** at **St. Xavier's Catholic College of Engineering (Autonomous)** to provide a dedicated ecosystem for nurturing student ideas, building prototypes, fostering entrepreneurship, and enabling exposure to real-time technologies.

BENEFITS

BENEFITS TO SXCCE

- Establishment of a **full-fledged Innovation & Incubation Centre** inside campus.
- Access to **student workshops, mini-project development, and prototype building**.
- Ongoing **technical talks, seminars, hackathons, and innovation challenges** led by industry experts.

- Support for faculty development, research collaboration, and technology adoption.
- Opportunity for students to gain **internships, live project exposure, and real-time industry mentoring.**
- Development of **startup culture and entrepreneurial mindset** within campus.

SCOPE OF COLLABORATION

CubenSquare Shall:

- Set up and operationally support the Innovation & Incubation Centre.
- Conduct workshops, bootcamps, hands-on sessions, and hackathons.
- Provide mentors for student projects, prototypes, and research activities.
- Organize innovation challenges and support idea-to-product transformation.
- Provide internship, certification, and placement assistance where applicable.
- Offer technology sessions across Cloud, DevOps, AI/ML, Full Stack, Linux, IT Support, Agentic AI, Generative AI and emerging domains.

SXCCE Shall:

- Provide a **dedicated space/room within campus** for the Incubation Centre.
- Allow installation of a **CubenSquare Innovation Hub name board** at the allocated space.
- Provide necessary infrastructure support (seating, electricity, internet, projector, etc.).
- Nominate faculty coordinators and support student participation.
- Recognize CubenSquare as **Technology & Innovation Partner** where appropriate.
- Facilitate communication, logistics, and scheduling of activities.

OWNERSHIP OF INTELLECTUAL PROPERTY (IP)

1. All **student/faculty-created work, prototypes, or projects** remain the intellectual property of the student(s)/faculty of SXCCE.
2. Any jointly developed solutions between SXCCE and CubenSquare shall follow a **shared IP model**, with ownership clearly defined in advance on a per-project basis.

3. CubenSquare retains full rights over its proprietary tools, content, training materials, and frameworks.

TERMS & CONDITIONS

- This MoU becomes effective on the date of signature by both parties.
- The MoU shall remain valid for **three (3) years** and may be extended through mutual written consent.
- Either party may terminate this agreement with **three (3) months' written notice**.
- Any activities already initiated will be carried to completion even after notice.
- The incubation centre has been allocated in accordance with the **St. Xavier's Catholic College of Engineering Incubation and Innovation Centre (SXCCE-IIC)** policy.
- No charges will be levied by CubenSquare Technology Solutions for in-house interns.
- Upon termination of the MoU or completion of activities:
 - All confidential documents must be returned or securely destroyed.
 - Digital data must be erased and verified by both Parties, unless retention is legally required.

CONFIDENTIALITY

- Both parties agree to maintain strict confidentiality regarding all proprietary, technical, academic, or business information exchanged or accessed during the course of collaboration under this MoU.
- Neither party shall disclose any such confidential information to any third party without the prior written consent of the other, except when required by law or regulatory authorities/without prior written consent.
- Use the information strictly for execution of this MoU and related activities.
- Ensure that only authorized representatives access confidential information.
- Protect student projects, prototypes, and research data developed under the Innovation & Incubation Centre.
- Confidential information includes, but is not limited to:
 - ✓ Research data, reports, and experimental results.
 - ✓ Technical know-how, designs, prototypes, or software.
 - ✓ Student or employee records and contact information.

- ✓ Business strategies, pricing, or project proposals, project details and research ideas.
 - ✓ Business processes, training modules, methodologies, financial details
 - ✓ Technical documents, designs, presentations, internal workflows
 - ✓ Strategies, planning documents, intellectual property
 - ✓ Any information marked as *confidential* or communicated as such
- Confidential Information may be written, verbal, electronic, visual, or any other form.
 - Both parties agree to take all reasonable precautions to prevent unauthorized disclosure, duplication, or misuse of confidential information.
 - The obligations of confidentiality shall remain in effect even after the expiry or termination of this MoU for a period of four years, unless extended by mutual agreement.

DISPUTE RESOLUTION AND LEGAL STATUS

- In the event of any dispute, difference, or disagreement arising out of or in connection with this MoU, both the Institution and the Company shall first attempt to resolve the matter amicably through mutual discussions.
- If such discussions fail to reach a resolution within thirty (30) days, the dispute shall be referred to a Joint Review Committee comprising equal representatives from both parties.
- This MoU does not create any legally enforceable obligations, nor does it establish any partnership, joint venture, or employment relationship between the parties.
- Any specific activities or projects requiring financial transactions, deliverables, or timelines shall be covered through separate written agreements approved by both parties.
- Both parties affirm that this MoU is signed in good faith, with the intent of promoting academic excellence, innovation, and mutual growth.

DECLARATION

- Both parties hereby declare that they have read and fully understood the contents of this Memorandum of Understanding (MoU) and agree to abide by all the terms and conditions stated herein.
- This MoU has been executed in two original copies, each party retaining one, and both copies shall be considered equally authentic.

Agreed Signing Authorities,

**For St. Xavier's Catholic College of
Engineering (Autonomous)**

For CubenSquare Technology Solutions


Rev. Fr. S. Godwin Selva Justus
Correspondent, SXCCE


Mr. Gomathi Subramanian
Managing Director
CubenSquare Technology Solutions


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Witness 01



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Witness 02



VIN PEROTHAS