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Govt. Reference No.(GRN)	: KL044562388202526E
Purpose	: Agreement or memorandum of an agreement - if not otherwise provided for
Amount of Stamp Paper Purchased in Numeral	: ₹ 200
Amount of Stamp Paper Purchased in Words	: Rupees Two Hundred
Stamp Paper Purchased on	: 30/01/2026 16:55:11
First Party Name	: HOD DEPARTMENT OF ECE
First Party Address	: JYOTHI ENGINEERING COLLEGE (AUTONOMOUS) CHERUTHURUTHY, THRISSUR
Second Party Name	: FOUNDER AND MANAGING DIRECTOR
Second Party Address	: SP INDUSTRIES (SPEED), THRISSUR
Vendor Code & Name	: 21082029 - RAMACHANDRAN N
Treasury Code & Name	: 2108 - Sub Treasury, Shornur

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MoU") is made and entered into on this 31st day of January 2026.

BETWEEN

The Department of Electronics and Communication Engineering, Jyothi Engineering College (Autonomous), Cheruthuruthy, Thrissur, Kerala, India, represented herein by its Head of the Department Dr. Jose P. Therattil, (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).

AND

S P INDUSTRIES (SPEED), Thrissur, Kerala, India, a manufacturing enterprise focused on LiFePO₄ battery packs for Electric Vehicles (EVs), Energy Storage Systems (ESS), UPS applications, and Hybrid Solar Systems, represented herein by its Founder & Managing Director, Ms. Jerry Jose (hereinafter referred to as the "Second Party", which expression



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N. Ramachandran
Stamp Vendor
Shoranur

shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(The First Party and the Second Party are hereinafter jointly referred to as the “Parties” and individually as a “Party.”)

WHEREAS

1. The First Party is the Department of Electronics and Communication Engineering of Jyothi Engineering College (Autonomous), Cheruthuruthy, Thrissur, Kerala – 679531, an autonomous institution affiliated to APJ Abdul Kalam Technological University (KTU) and approved by the All-India Council for Technical Education (AICTE), offering undergraduate, postgraduate, and doctoral programs in Electronics and Communication Engineering and allied areas.
2. **Jyothi Engineering College (JEC), Cheruthuruthy, Thrissur, Kerala – 679531**, is an autonomous institution established in **2002** under the aegis of the **Trichur Educational Trust**, founded by the **Catholic Archdiocese of Thrissur**. The institute is 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.

With the **autonomous status** conferment in 2025, JEC leverages its academic flexibility to design and implement industry-relevant curricula that foster hands-on learning and promote a research-oriented academic culture. The college offers **8 undergraduate (B.Tech)**, **4 postgraduate (M.Tech)**, and **7 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.

3. The Second Party, S P INDUSTRIES (SPEED), is a manufacturing enterprise engaged in the design and development of LiFePO₄ battery packs and related systems for EV, ESS, UPS, and hybrid solar applications, with a focus on embedded systems, battery management systems, and industrial communication technologies.
4. The Parties desire to collaborate in areas of mutual interest including **technical consultancy, applied research, student internships, academic projects, skill development, expert lectures, and knowledge exchange**, particularly in domains related to **Battery Management Systems (BMS), embedded systems, and communication technologies**.

5. Both Parties, being legal entities in themselves, desire to enter into this MoU for advancing their mutual academic, technical, and professional interests.

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

CLAUSE 1: CO-OPERATION

- 1.1 The Parties shall establish effective channels of communication and cooperation to promote Industry - Academia collaboration in the areas of consultancy, research, training, and student engagement.
- 1.2 The cooperation shall facilitate the effective utilization of the academic and technical expertise of the faculty of the First Party in addressing industry-oriented problems and consultancy requirements of the Second Party.
- 1.3 The Parties may, upon mutual agreement, jointly collaborate with other external organizations for activities aligned with the objectives of this MoU.
- 1.4 The general terms of cooperation shall be governed by this MoU, and the Parties shall enter into separate written agreements or work orders wherever required to give effect to specific activities contemplated herein.

CLAUSE 2: SCOPE OF THE MoU

2.1 Technical consultancy and advisory support in:

- Battery Management System (BMS) architecture and protection logic
- CAN, RS-485, and related communication protocols
- Cell balancing strategies and fault diagnostics
- Embedded systems and sensing technologies for EV and ESS applications

2.2 Joint identification and execution of application-oriented consultancy, testing, and design validation activities.

2.3 Student internships, academic projects, and problem-based learning aligned with industry requirements.

2.4 Expert lectures, technical review sessions, workshops, and knowledge-sharing programs.

2.5 Collaborative exploration of applied research, innovation, and product improvement opportunities.

2.6 Both Parties shall obtain all necessary internal approvals, permissions, and consents required for activities under this MoU.

CLAUSE 3: COORDINATION MECHANISM

- 3.1 The Second Party shall nominate a **Single Point of Contact (SPOC)** as the Industry Coordinator, who shall act as the primary technical and coordination point of contact.
- 3.2 The First Party shall nominate a **Faculty Coordinator** from the Department of Electronics and Communication Engineering to oversee and coordinate the activities under this MoU.

CLAUSE 4: FINANCIAL ARRANGEMENTS

- 4.1 Any consultancy, design, or technical advisory work obtained by the First Party or the Second Party from their respective clients and assigned to the other Party under this MoU shall be treated as **Industry - Academia Consultancy work**.
- 4.2 Under assignments where work is obtained by the Second Party and assigned to the First Party, the First Party shall provide design support, technical consultancy, technical review, and academic expertise, while the remaining execution, manufacturing, implementation, and client interfacing activities shall be carried out by the Second Party.
- 4.3 In consideration of the consultancy and technical services provided by the First Party, **five percent (5%) of the total project cost (excluding applicable GST)** received by the Second Party for such work shall be paid to the First Party through Jyothi Engineering College, as per institutional norms.
- 4.4 The detailed scope of work, deliverables, timelines, and payment milestones shall be finalized through separate written consultancy agreements or work orders.

CLAUSE 5: INTELLECTUAL PROPERTY

Nothing contained in this MoU shall create any right, title, interest, or license in or to the intellectual property of either Party, unless otherwise agreed in writing. Ownership and usage of IPR arising from collaborative work shall be decided on a case-to-case basis.

CLAUSE 6: CONFIDENTIALITY

Both Parties agree to maintain confidentiality of proprietary, technical, or business-sensitive information shared during the course of collaboration, unless disclosure is required by law or permitted in writing by the concerned Party.

CLAUSE 7: VALIDITY AND TERMINATION

- 7.1 This MoU shall be valid for a period of **ONE (1) YEAR** from the date of signing.
- 7.2 Either Party may terminate this MoU by giving **thirty (30) days' written notice** to the other Party.
- 7.3 Activities already initiated shall be allowed to conclude unless otherwise mutually agreed.

CLAUSE 8: RELATIONSHIP BETWEEN THE PARTIES

The Parties shall act as independent entities, and nothing in this MoU shall be construed as creating a partnership, joint venture, or agency relationship.

CLAUSE 9: DISPUTE RESOLUTION AND GOVERNING LAW

Any dispute arising out of or in connection with this MoU shall be resolved amicably through mutual discussions. This MoU shall be governed by and construed in accordance with the laws of India, and the courts at Thrissur, Kerala, shall have jurisdiction.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have signed this MoU on the day, month, and year first written above.

For the First Party

Department of Electronics and Communication Engineering
Jyothi Engineering College (Autonomous)

Name: Dr. Jose P. Therattil

Designation: **Head of the Department (ECE)**

Signature:

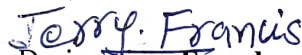


For the Second Party

S P INDUSTRIES (SPEED)

Name: Ms. Jerry Jose Designation: **Founder & Managing Director**

Signature:



**JERRY JOSE
PROPRIETOR - SP INDUSTRIES (SPEED)
PATTURAKKAL, THRISSUR - 680 022**

