digri.ai
Upskill. Upsell.

MEMORANDUM OF UNDERSTANDING

"ACADEMIC ALLIANCE"

This Memorandum of Understanding ("MOU") is made on this **4th day of March, 2026** by and between:

GyanMatrix Academy Pvt. Ltd., A company duly registered under the Companies Act, 2013 having its registered office at 1st Floor, Mapa Centre, Near Lakshmi Mill Junction, Coimbatore- 641037, Tamil Nadu. "hereinafter referred to as **'GMX Academy' or 'The Service Provider'"**

And,

Shreenivasa Engineering College, through its **Department of Computer Science and Engineering,** B.Pallipatti, Bommidi, Pappireddipatti Taluk, Dharmapuri District, Tamil Nadu - 635 301, hereinafter "hereinafter referred to as **'SECDPI' or 'The Client'"**

WHEREAS,

1. GMX Academy is actively involved in providing upskilling services to students through its educational technology Software as a Service (SaaS) platform

2. Shreenivasa Engineering College, a distinguished autonomous institution to offer the highest quality technical education to the brightest engineering students in a dynamic environment of mutual learning, transforming them into confident, effective, respected and socially responsible engineers ready to tackle the toughest challenges.

3. GMX Academy is supporting the institution and its students from the first year in creating a digital profile with its learning path, assessment tool, and goal setting via its online platform **"digri.ai".**

For GyanMatrix Academy Pvt. Ltd.

Authorised Signatory

digri.ai
Upskill. Upsell.

PURPOSE:

The purpose of this MOU is to establish a collaborative effort between GMX Academy and SECDPI in implementing the digri.ai upskilling platform. This includes:

1. Dashboard with reports and progress of students with digri points.
2. Integrated Planner for tracking global platforms, goals and targets.
3. Proctored Assessment engine with a code quality analyzer.
4. Creating a digital profile with a customized learning path.
5. Multiple Practice ecosystems at any time, from anywhere.
6. Separate login for Admin and Mentor to assign practice and track student progress.
7. Students can practice their lab exercises in digri,ai and download lab records as PDF.
8. Admin can view detailed, consolidated, and class-wise reports of students for all global platforms.
9. Admin can access and download student reports for further analysis and record-keeping.
10. Provision of Internship Opportunities to Deserving Students:
11. Professional Training & Capacity Building Programs

Any specific training programs, workshops, Faculty Development Programs (FDPs), industry credit courses and value-added courses will be conducted by experienced industry trainers from our team. The commercial terms and delivery cost for all such programmes and courses shall be mutually decided and agreed upon by both parties. E-certificates will be issued to participants upon successful completion.

digri.ai
Upskill. Upsell.

SERVICES TERMS AND CONDITIONS

The fee for the service offered by GMX Academy to SECDPI Students through digri.ai platform shall be decided mutually. GMX Academy shall provide a detailed proposal with platform usage details, login credentials, usage fee per student, terms and conditions related to the platform and its execution. After reviewing the proposal, SECDPI shall provide a confirmation order for service execution and make the payments to GMX Academy as per the decided proposal. The payment terms shall be as mutually agreed upon in writing by both parties.

RESPONSIBILITY STRUCTURE

To ensure the effective implementation of the digri.ai platform, the following responsibilities shall be allocated:

1. SECDPI Responsibilities: **SECDPI** shall provide the necessary infrastructure, computer labs and other required facilities to support the implementation of the digri.ai platform. The SECDPI shall also provide faculty support to GMX Academy to ensure the effective usage of the digri.ai platform.

2. GMX Academy Responsibilities: **GMX Academy** shall provide initial training to students and faculties for implementation, ongoing technical support, and platform maintenance.

UNDERSTANDING

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

1. Coordinated Effort: Each Partner will work together in a coordinated fashion for the fulfillment of the Project.

2. Non-Exclusivity: In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.

digri.ai
Upskill. Upsell.

3. Technical Updates: GMX Academy will provide periodic updates in Industry trends, and technical updates in the field of Software Development to the students and faculties

4. Effectiveness: This Memorandum will be effective upon the signature of both Partners.

PUBLICATION AND PROMOTION

1. SECDPI hereby grants GMX Academy the non-exclusive right to use the SECDPI logo on their websites, social media posts, and promotional materials for the purpose of showcasing collaboration and partnership.

2. GMX Academy agrees to ensure that all such uses of the SECDPI logo will be in good faith and align with the spirit of the collaboration.

CONFIDENTIALITY

1. Non-Disclosure: Both parties shall maintain the Confidentiality of any proprietary or sensitive information exchanged under this MOU.

2. Permitted Disclosure: The Client may disclose confidential Information to its employees and agents who have a need to know, provided they have signed a written agreement to maintain confidentiality.

3. Exceptions: The confidentiality restrictions do not apply to information that is already in the public domain, was previously known to the Client, or is independently developed by the Client, or if disclosure is legally compelled, provided the Client notifies the Service Provider and cooperates in protecting against disclosure.

Intellectual Property (IPR):

The Client accepts and agrees that the Service Provider owns all rights, title, and interest, in all Intellectual Property Rights, and any modifications or any derivative works related to the Software, Documentation and the Services. No title or interest to, or ownership of Software or Documentation, or to any Intellectual Property Rights related to the Services, is transferred to the Client or the Authorized User..

digri.ai
Upskill. Upsell.

TERM AND TERMINATION

1. Term: This MOU shall be for a period of **5** years commencing from the Effective Date upon signing of this MOU.

2. Renewal: The MOU shall be renewed for an additional term on mutual agreement of the parties.

3. Annual Review: The activities under this MOU will be reviewed every year to assess the progress and impact of the collaboration.

4. Termination: Either party may terminate this MOU with 30 days written notice to the other party.

Signatories

This Agreement shall be signed on behalf of GyanMatrix Academy Pvt. Ltd, by **Mr Vasanth G, Co-Founder**, **GyanMatrix Academy Pvt. Ltd**. and on behalf of, Shreenivasa Engineering College by **Dr. R. Thanigaivelan, Principal**, **Shreenivasa Engineering College**. This Agreement shall be effective as of the date first written above.

For GyanMatrix Academy Pvt. Ltd.

Authorised Signatory

GYANMATRIX ACADEMY PVT. LTD. COIMBATORE

Principal
Shreenivasa Engineering College

Authorised Signatory
GyanMatrix Academy Pvt. Ltd

Ms. V. Priyanga
HOD, CSE, SECDPI

Mr Venkat Rajesh G
Director, GMX Academy