



मध्य प्रदेश MADHYA PRADESH

CR 680329

Memorandum of Understanding between IITI DRISHTI CPS Foundation and Teerthanker Mahaveer University, Moradabad

This MoU is made at Moradabad, Uttar Pradesh on this 01st day of August 2024 (hereinafter referred to as the "MoU".)

BETWEEN

IITI DRISHTI CPS Foundation located at **IIT Indore** campus, Khandwa Road, Simrol, Indore, Madhya Pradesh, India and incorporated as a section 8, not for profit, company under the Companies Act, 2013 (hereinafter referred to as "**IITI DRISHTI CPS Foundation**" or the First Party), through its Authorised Representative **Mr. Aditya SG Vyas**, which expression, unless repugnant to the context or meaning thereof, includes its successors and assigns, of the First Party.

AND

Teerthanker Mahaveer University, Moradabad located at NH-9, Delhi Road, Moradabad established by an 'Act' (No. 30) of 2008 of the Government of Uttar Pradesh, approved by the University Grants Commission (UGC) under section 2(f) and 12(B) (hereinafter referred to as "**TMU MORADABAD**" or the Second Party"), through its Authorised Representative **Dr. Manjula Jain**, which expression shall, unless it is repugnant to the context thereof, shall mean and includes its executors/ administrators, and assigns of the Second Party.

First Party and Second Party are hereinafter together referred to as "**Parties**" and individually as "**Party**".

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1. PREAMBLE

WHEREAS "IITI DRISHTI CPS Foundation" supports (a) Conducts skill development programs for students and upskilling programs for Faculties; and (b) Spreads awareness of technology development and commercialization through financial grants in the form of fellowships with development grants and mentorship to students of Indian academic institutions; and (c) Spreads awareness of supports for technology-based start-ups through grants, equity-based investments, and mentoring.

WHEREAS "Second Party" is an Indian academic institution established under the section 2(f) and 12(B) of the UGC Act, 1956 and NAAC Grade A accredited, is involved in dissemination of knowledge to its students through curriculum and extracurricular activities, support for job placement to students, support to current and alumni students in their entrepreneurial journey.

WHEREAS "Second Party" is willing to be part of journey to promote Skill Development Ecosystem at its institution by partnering with "IITI DRISHTI CPS Foundation" and by leveraging its extensive experience and resources for the same purpose;

- A. The Parties here to share a common interest in PROMOTING skilling of human resources and spreading awareness of various research development grants, support for start-ups working in the upcoming area of Cyber-Physical Systems.
- B. In order to promote future institutional cooperation, the Parties hereto wish to enter this Memorandum of Understanding ("MOU").

2. SCOPE OF MoU

NOW THEREFORE, as duly communicated and agreed by and between the parties the conditions of this MoU are as follows:

IITI DRISHTI CPS Foundation Responsibilities (please refer to Annexure A)

- A. IITI DRISHTI CPS Foundation will conduct skill development sessions for students and faculties in technologies like Cloud Computing, Industrial Automation, Internet of Things (IoT), Artificial Intelligent and Machine Learning, Programming Languages, and Simulation Software among other required technologies.
- B. For Technology Development- IITI DRISHTI CPS Foundation will spread the awareness between students for different types of CHANAKYA Fellowships available under the Technology Development Program. The goal of this financial support is the productization of deep technology-based CPS solutions developed in the lab and go-to-market support for CPS-based research outcomes as per the mandate. The students can apply to specific links provided for the same. Review will be conducted based on the mandate of IITI DRISHTI CPS Foundation.
- C. Alumni willing to pursue their idea and develop it into a Startup may be guided for the support through Entrepreneur-in-residence (EIR), PRAYAS, and Seed Support programs at IITI DRISHTI CPS Foundation as per program mandate.
- D. Detailed current support from the IITI DRISHTI CPS Foundation has been provided in Annexure A. The support may change from time to time based on the available

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resources at the disposal of the foundation, prioritizing the mutual discussion and consent of both parties.

Second Party Responsibilities

- A. The institute will share the updated CV/Resume of third and final year students who have been trained/skilled/supported through programs with IITI DRISHTI CPS Foundation for placement and internship opportunities with the partner industries and start-ups.
- B. Supporting IITI DRISHTI CPS Foundation in promoting their programs to current students and alumni of the college.
- C. Cooperation in the development of industry connects and skilling programs, including the potential for offering joint programs, especially in the domain of Cyber-Physical Systems as well as joint efforts for commercialization of Lab Projects and Products.
- D. Pursuit of joint consulting and project opportunities in future.
- E. Provide necessary infrastructure and arrangements for the skill development programs in its premises as per the agreed terms and conditions.
- F. Provide details of students' placement those who have gone through skill development program conducted by IITI DRISHTI CPS Foundation.
- G. Appointment of a SPOC from TMU MORADABAD for the smooth coordination of all skill development related programs.

3. NOT LEGALLY BINDING

This MOU is not intended to be and is not to be construed as a legally binding agreement. Signing of this MOU does not result in any material, financial or other obligation for either of the parties hereto. By signing this MOU, the parties are signifying their desire for future collaboration. Specific initiatives may be considered and agreed upon, on a case-by-case basis, including the contributions and obligations of each institution. Subsidiary agreements may be signed as required.

4. NO EXCLUSIVITY CLAUSE

While this MoU in no way restricts either party from participating with other agencies, organizations and individuals on similar arrangements or other memorandum of understanding, the Parties agree and acknowledge that such other MoU shall not conflict and/or impinge upon a Party's ability to effectively fulfil its responsibilities under this MoU.

5. TENURE OF MoU

This MoU is valid, subject to fulfilment of the conditions as mentioned herein for a period of twenty-four (24) months from the date of its coming into effect or any other date ("Effective Date"). However, this can be extended with mutual written agreement by both parties. Both parties agree to bear their own expenses relating to deliverables under this agreement.

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6. CONFIDENTIALITY AND IP

- 6.1 For the purposes of this Agreement, the term "Confidential Information" shall mean all non-public written, electronic, oral, visual, or intangible information disclosed to either party by the other party. Each Party will maintain the confidentiality of any information it receives from the other Party, which is marked confidential or proprietary or which would, under the circumstances, appear to a reasonable person to be confidential or proprietary.
- 6.2 The confidentiality does not apply to information:
- i. that is in the public domain through no fault of a Party,
 - ii. is required to be disclosed by law,
 - iii. is disclosed with the consent of the disclosing Party,
 - iv. is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party or
 - v. was previously in the receiving Party's possession, as shown by its pre-existing records, without violation of any responsibility of confidentiality
- 6.3 All intellectual property rights existing prior to the Effective date of this MoU shall belong to the party that owned such rights immediately prior to the Effective date. Neither party shall gain by virtue of this MoU any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.
- 6.4 If the parties decide to undertake and joint development pursuant to this MoU, any such joint development shall be governed by a separate joint development MoU to be negotiated in good faith by the parties and executed prior to the commencement of any joint development efforts.
- 6.5 Neither party, without the prior consent of the other party, shall use trademarks, service marks, proprietary words or symbols of the other party.
- 6.6 Except for claims of intellectual property infringement or breach of confidentiality obligations, in no event shall either Party be liable to the other Party for any lost profits or savings, lost business, loss of data, loss of revenue, loss of use or money, loss of business, loss of opportunity or any incidental, special, indirect, or consequential damages (whether or not also constituting one of the foregoing specific types of loss), whether based on breach of contract, tort (including without limitation negligence), or otherwise and whether or not such Party has been advised of the possibility of such damage.
- 6.7 Notwithstanding anything contained in this MoU, the Promoting Organization shall adhere to the provisions of the Information Technology Act, 2000 (Act), and/or such other applicable laws with respect to data security, breach of privacy and confidentiality.

7. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfilment of their respective responsibilities under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of god, war, flood, earthquakes, strikes not confined to the premises of the party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such even the Party affected

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thereby shall give a notice in writing to the other within thirty (30) days of such occurrence or cessation. If the force majeure conditions continue beyond three (3) months, the Parties shall jointly decide about the future course of action.

8. TERMINATION OF ENGAGEMENT AND EXIT POLICY

Both parties can terminate this agreement at any point by giving one (1) month advance notice in writing of their termination to the other party from the date of coming into effect of this agreement.

9. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 9.1 This Agreement and the rights and responsibilities of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- 9.2 The parties shall endeavor to resolve any dispute relating to the rights, duties, terms and conditions contained in this agreement amicably through conciliation by engaging in discussions and mutual negotiations in good faith.
- 9.3 However if the dispute remains unresolved through conciliation within a period of 30 (thirty) days after commencement of discussions, the same shall be decided by way of arbitration, the arbitration of such disputes would be handled by the single arbitrator appointed mutually by both the parties. The award of the arbitrator shall be final and binding.
- 9.4 Courts at Indore, Madhya Pradesh shall have jurisdiction on all matters arising out of, concerning to or touching upon this Agreement.
- 9.5 **Dispute Resolution:** Any dispute or difference that may arise between the parties hereto out of under or in connection with this Agreement shall be resolved, by reference to arbitration. The proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended. The arbitration shall be held at Indore and be conducted in English language. Arbitrator shall be appointed by the MP Law reference and both parties should mutually agree on the arbitrator. The order passed by such arbitrator shall be final and binding on the parties to this agreement.

In witness thereof the parties have caused their authorized representatives to sign this agreement on the date mentioned hereinabove.

10. FINANCIALS:


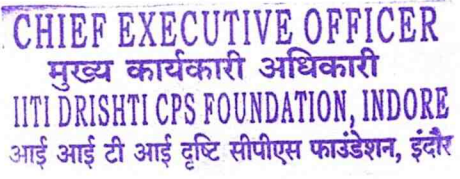
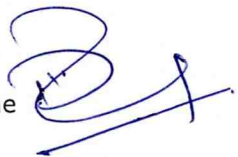

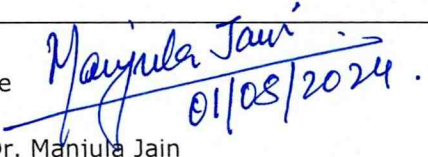

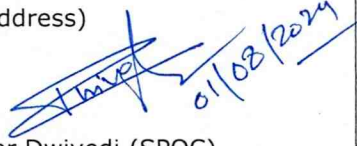
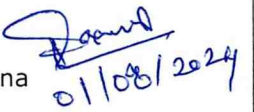
- 10.1 TMU MORADABAD will pay remuneration for the trainers to IITI DRISHTI CPS Foundation, IIT Indore for the skill development program, which can be decided mutually based on number of trainers, trainees, technology and duration of the program.
- 10.2 TMU MORADABAD will make the necessary arrangements for food, pick and drop from/ to airport/ railway station and accommodation for the trainers of skill development programs on their own cost.

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10.3 Campus Visit: Students from TMU MORADABAD are welcome to visit the campus of IIT Indore at their own expenses and IITI DRISHTI CPS Foundation will arrange for Lunch and Refreshments during Campus visits. Payment will be done by the students for the same. The complementary food and accommodation of SPOC will be arranged by IITI DRISHTI CPS Foundation, IIT Indore.

Signed on this _____

<p>For & on behalf of the IITI DRISHTI CPS Foundation:</p>	<p>For & on behalf of the Teerthanker Mahaveer University, Moradabad:</p>
<p>Signature: </p> <p>Name: Mr. Aditya SG Vyas</p> <p>Designation: CEO</p> <p>Postal Address: 4th Floor, LRC, IIT Indore, Simrol, Indore - 453552</p> <p>Seal </p> <p>Witness (Name & Address)</p> <p>1. Dr. Dheeraj Rane </p> <p>2. Vaibhav Jain </p>	<p>Signature  01/08/2024</p> <p>Name: Dr. Manjula Jain</p> <p>Designation: Dean Academics</p> <p>Postal Address: NH-9, Teerthankar Mahaveer University, Moradabad</p> <p>Seal </p> <p>Witness (Name & Address)</p> <p>1. Dr. Rakesh Kumar Dwivedi (SPOC)  01/08/2024</p> <p>2. Dr. Ashendra Kumar Saxena  01/08/2024</p>

Annexure A

Offerings for Academic Institutions

IITI DRISHTI CPS Foundation promotes deep-tech innovations and skill development among students, faculties and industry professionals. Our offerings are designed to support the lab-to-market journey of researchers and startups and empower the next generation of innovators in the domain of Cyber-Physical System.

Skilling Programs:

These programs are designed to provide training and skill development sessions for students and faculties in technologies like Cloud Computing, Artificial Intelligence and Machine Learning, Industrial Automation, Internet of Things (IoT), Programming Languages, Cyber Security, Web Development and Simulation Software.

Salient features of Skill Development Program:

- Courses would be of a generic nature catering to the needs of various industries or specifically designed for a particular industry.
- Such courses could be conducted at the IITI DRISHTI CPS Foundation Skill center, at the premise of the concerned industry or at any other laboratory or skill centers in the country.
- Program will be delivered by best-in-class experts who have experience on both ends of the spectrum, i.e., academia and industry, with experience of more than one decade. This includes faculty members from IITs, NITs, IIITs and experts from top-notch industries varying from IT to Manufacturing.

Awareness of Various Technology Development Programs:

The students will be guided for financial support provided for productization of solutions and go-to-market support to research outcomes of UG, PG, Ph.D. students and faculties of Indian academic institutions. The grants will be awarded on the basis of selection and evaluation process defined by the governing body.

CHANAKYA Fellowships in TDP: An Overview

APPLICANTS	FELLOWSHIP (MONTHLY)	DURATION (IN MONTHS)	DEVELOPMENT GRANT
UG Students	INR 5000	6	INR 01 Lac
PG Students	INR 12400	12	INR 02 Lac
Ph.D. Students	INR 37000-42000 +HRA (As Applicable)	Initially 12 Months (Extendable Upto 24 Months)	INR 02 Lac

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Awareness of Various Start-Up Support Programs:

The students will be guided for the deep-tech start-ups working in any domain and using Data Modelling and Simulation, and visualization techniques are supported through grants, equity-based investments, and mentoring. The hub also provides IP filing support and physical incubation space at IIT Indore Campus to the startups.

S. No.	Name of the Scheme	Benefits	Duration
1	Entrepreneur In Residence at IIT Indore	Financial Assistance up to Rs. 30,000 per month+ Rs. 10,000 per month allowance Technical and Business Mentoring Pilot Opportunities	12 months
2	PRAYAS	Financial Assistance up to Rs. 10 Lacs Technical and Business Mentoring Pilot Opportunities	12 months
3	Seed Support	Financial Assistance up to Rs. 25 Lacs Technical and Business Mentoring Pilot Opportunities	12 months

For more information, one can refer to the website - <https://drishticps.iiti.ac.in>. We look forward to further interaction on possible partnerships to strengthen our tie-up with your esteemed institution.

Manjula Jain

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