

Affidavit

IN



Indian-Non Judicial Stamp Haryana Government



Date :24/06/2023

Certificate No. R0X2023F117

GRN No. 104260124



Stamp Duty Paid : ₹ 101

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name Mukesh Kumar

H.No/Floor : 0

Sector/Ward : 0

Landmark : 0

City/Village : Rohtak

District : Rohtak

State : Haryana

Phone : 98*****88



Purpose : STAMP PAPER to be submitted at Concerned office

RITU
STAMP VENDOR
ROHTAK

MEMORANDUM OF UNDERSTANDING BETWEEN CENTRE FOR DR. B. R. AMBEDKAR STUDIES KURUKSHETRA UNIVERSITY, KURUKSHETRA AND M/S. SWASTIK INSTITUTE OF IT & MGT., PVT. LTD. ARYA NAGAR ROAD, ROHTAK

This non-binding memorandum of understanding is signed on 3rd day of July 2023 between Kurukshetra university, Kurukshetra having its headquarters at Kurukshetra (Haryana)-136119, India, through its Department(s)/ Institute(S) Centre for Dr. B. R. Ambedkar Studies, Kurukshetra university, Kurukshetra (hereinafter called CDBRAS) include his/her successor in office, legal representative, nominee and assignee as the **First Party**.

AND

M/s. Swastik Institute of I.T. & Mgt, Rohtak (authorized local partner of Tally Education Pvt. Ltd.) a proprietor firm with GST No. 06AKKPK6134D1ZD, having its registered office at # Arya Nagar Road, Opp. Ravidass Hostel, Rohtak – 124001 (Haryana) acting through Mr. Mukesh Kumar, its Proprietor (herein after referred to as the firm which expression shall unless repugnant to the context of meaning thereof, be deemed to mean and include its/his respective heirs, executors, administrators and successors, for the time being of the said firm the survivor(s) of it, as the case may be) as the **Second Party**.

WHEREAS

ATTESTED

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The parties wish to establish a friendly relationship to promote and accelerate the academic cooperation and have decided to enter into this MOU and agree hereby as per articles given below

1. GENERAL PROVISIONS

1.1. DEFINITIONS "KUK" means Kurukshetra University, Kurukshetra.

1.1.1. "CDBRAS means Centre for Dr. B. R. Ambedkar Studies UNIVERSITIES(S)/CENTRE(S), Kurukshetra University, Kurukshetra.

1.1.2. SIIT&M means M/s. Swastik Institute of I.T. & Mgt, Rohtak (authorized local partner of Tally Education Pvt. Ltd.)

1.2. RELATION BETWEEN THE PARTIES AND SCOPE

1.2.1. Relations & scope between the both parties decided like impart training, conduct academic programmes, seminars, workshops academic exchange etc. to the students as per the mutual understanding/Agreement.

1.2.2. There shall not be any financial liability on the part of the First Party.

1.2.3. MANAGEMENT, GOVERNING LAW & JURISDICTION

1.2.4. As per mutual understanding/ agreement both parties will be responsible to work out operational details of co-operation between the two entities and ensure proper and effective implementation of this MOU.

1.2.5. GOVERNING LAW & JURISDICTION

This MOU has been executed in English Language, which shall be the binding and controlling language for all matters related to the meaning of interpretation of this MOU. This agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising under these terms and conditions shall be subjected to the jurisdiction of the courts of Kurukshetra (Haryana).

1.3. LOCATION

1.3.1. Activities arising under this MOU shall be performed by both the parties from their head offices.

1.4. AUTHORISED REPRESENTATIVES

1.4.1. Any action required or permitted to be taken and any document required or permitted to be executed under this MOU may be taken or executed.

a). On behalf of the First Party, by the Registrar/ competent authority, KUK.

b). On behalf of the second Party, by the Head M/s. Swastik Institute of I.T. & Mgt, Rohtak (authorized local partner of Tally Education Pvt. Ltd.)

And whereas on the aforesaid representation made by the Firm as well as Tally Education Pvt. Ltd. to the University, the parties hereby enter into this memorandum of understanding on the terms and conditions appearing hereinafter.

Now therefore, this memorandum of understanding witnessed and it is agreed by and between the parties as under:

2. Role & Responsibilities of M/s Swastik Institute of I.T. & Mgt:

a. That the Firm hereby confirms that it has full capacity, power and authority to enter into this memorandum of understanding and during the continuance of this memorandum of understanding, Shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as contemplated herein and has already taken and shall

ATTESTED

M. S. Bedi
DISTRICT NOTARY

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[Signature]



and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this memorandum of understanding.

- b. That the firm has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this memorandum of understanding and to the satisfaction of the University.
- c. That the firm shall on the execution of this memorandum of understanding and providing services to the University, not violate, breach and contravene any conditions of any memorandum of understanding entered with any third parties.
- d. That the firm has complies with and obtained necessary permissions/licenses/ authorizations under the Central, State and local authorities and obtained all requires permissions/Licenses for carrying out its obligation under this memorandum of understanding.
- e. That the firm shall ensures appropriate Tally Certification to the students enrolled through the University.
- f. That the firm shall provide training to University students on Licensed Tally Prime Software.
- g. That the firm shall provide the trained Tally faculty to Centre for Dr. B. R. Ambedkar studies and shall complete the training of the university students as per prescribed fee structure. A minimum number of 30 students shall be requires to start a tally programme in Centre for Dr. B. R. Ambedkar studies.
- h. That the firm shall share the details of university students with Tally Education Pvt. Ltd., after receiving the same from the University.
- i. That the firm shall provide physical copy of certificates without any additional cost to the university students.
- j. That the firm shall pay salary to its faculty and it shall only charge lump sum tuition charges of Rs.400/- + GST per students per programme/level.
- k. That the firm shall all kind of promotional / advertisement of activities for the prescribed courses the University campus if required.
- l. That the firm shall provide Multiuser Tally Prime License (free of cost) and digital study material (with cost) to the university students.
- m. That the firm shall charge the programme fee and tuition charges per student as per the following details.

Sr No.	Particulars	Duration	Programme fee	Tally Company Share	University Share
1	Tally Prime Rental MUL	NA	Complementary		NA
2	Certification and Study Material per student Tally Essential Level 1	35 hours	2500/- (2118/-+GST)	2000/- Per Student	500/- per student
3	Certification and Study Material per student Tally Essential Level 2	35 hours	2500/- (2118/-+GST)	2000/- Per Student	500/- per student
4	Certification and Study Material per student Tally Essential Level 3	35 hours	2500/- (2118/-+GST)	2000/- Per Student	500/- per student

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M.S. Bedi
 DISTRICT NOTARY
 KURUKSHETRA

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 [Signature]



These above mentioned programme fee schedule shall be subject to revision by Tally Education Pvt. Ltd. from time to time.

- n. That the firm shall charge tuition charges per student @ Rs.472/- (Rs. 400/-+GST)
- o. That the firm shall provide a concession of 10% to each University student belonging to the Schedules Caste Category on each tally programme fee, however, no concession shall be given on tuition fee. The University students belonging to the Scheduled Castes category shall be able to pay programme fee as per the following schedule.

Certification	Term 1	Term 2
Tally Essential Level 1	Rs. 1500/- before starting the class.	Rest within 30 days
Tally Essential Level 2	Rs. 1500/- before starting the class	Rest within 30 days
Tally Essential Level 3	Rs. 1500/- before starting the class	Rest within 30 days

However, the firm shall charge the programme fee and tuition fee from rest of the university students (other than university students belonging to the Schedules Caste Category) 100% payment in advance.

- p. That the firm shall be responsible for conduct of its tutors deployed by it in the centre for Dr. B.R. Ambedkar studies and their behavior and conduct shall be subject to rules & regulations of the university.
- q. That the firm alone shall have the right to take disciplinary action against any person (s) to raise any dispute and/or claim whatsoever against the University. University shall under no circumstances be deemed or treated as the employer in respect of any person (s) engaged/employees by the Firm for any purpose whatsoever nor would University be liable for any claim(s) whatsoever, of any such person(s).

3. Role & Responsibilities of Tally Education Pvt. Ltd.:

- a. That Tally Education Pvt. Ltd. shall provide assessments links to the University students for Certification to be conducted by Swastik Institute of I.T. & Mgt under proctored environment and those who pass shall be given a digital certificate with a certificate number, the authenticity of which shall be verify at any time on official website www.tallyeducation.com of Tally Education Pvt. Ltd.
- b. Tally Education Pvt. Ltd shall certify and recognize the tally skilled university students through online assessments conducted in a proctored environment. University students shall apply for any of the Tally certification depending on their skill level, as per following recommended training hours and assessment duration of certification programme:

Sr.No	Certification Programs/Titles	Assessment Duration (mins.)
1	Tally Essential Level 1	35
2	Tally Essential Level 2	35
3	Tally Essential Level 3	35

- c. That those university student who couldn't successfully complete that assessment/certification in first attempt, or those who wish to reappear to improve on their performance shall be able to re-appear by paying re-assessment fees 750 Rs. The certification in the case of re-attempt shall be made on the basis higher scores.

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M. Bedi
DISTRICT NOTARY



d. That Tally Education Pvt. Ltd shall assign letter grades of assessment for each university students in the following manner:

Grading for Certificates	
>75%	A+
60%-74%	A
46%-59%	B
Below 35%	Not passed

- c. That Tally Education Pvt. Ltd. Shall collaborates with Swastik Institute of I.T. & Mgt in developing future certification, from time to time mutual discussion with the authorized officials of Kurukshetra University, Kurukshetra.
- f. That Tally Education Pvt. Ltd. Will provide portal option to every registered university student.
- g. That Tally Education Pvt. Ltd will provide the E-content option to every registered university student
- h. That Tally will arrange to provide Digital Verifiable Certificate After successful completion of certification/ assessment, along with logo of Kurukshetra University, Kurukshetra.
- i. That Tally Education Pvt. Ltd shall provide Welcome Kit in which Banner, Dangles, Leaflets, poster, Acrylic Board and College Brochure for hosting in the centre for Dr. B.R. Ambedkar Studies.
- j. That Tally Education Pvt. Ltd. Shall also provide candidates portal to every registered university students and shall also provide user name & password on their registered email id.
- k. That Tally Education Pvt. Ltd shall provide dedicated "Tally Job Portal" to university students for enhancing their profile and to improve their confidence to face job interview. The university students would access multiple job vacancies posted by vast network to Tally customers, Partners and registered companies through a dedicated dash board made available to them.
- l. That Tally Education Pvt. Ltd shall arrange the employers to access and pool of university students profile through an 'Employer Portal' for posting vacancies, filter suitable profiles and conduct interviews through inbuilt tools, like interview master.
- m. That Tally Education Pvt. Ltd shall provide digital library to every university students without any additional fee.
- n. That Tally Education Pvt. Ltd shall provide to every registered university student "Mock test Option" without any additional fee.

4. Role & Responsibilities to Kurukshetra University:

- a. That The University shall provided, or procure to provide required space, proctor and IT infrastructure like Computers, Laptop and Internet to the University students for undergoing the Tally Training & assessment.
- b. That the university shall share the details of the university students with the firm to upload it on the portal Tally Education Pvt. Ltd.
- c. That the university shall do all promotional / advertisement activities on the university Campus.
- d. That initially the university shall charge the programme fee including tuition fee as per following details, however, the university reserves the right to enhance the programme fee and tuition fee in future:

Sr. No	Particulars	Fee
1	Tally Essential Level 1 Certification & Study Material	2500/-
2	Tally Essential Level 2 Certification and Study Material	2500/-

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M.S. Bedi
DISTRICT NOTARY



3	Tally Essential Level 3 Certification and Study Material	2500/-
4	Tuition Charges (Per student per Month)	(400/- +GST)

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- e. That the University shall always have the right and liberty to do surprise inspection at its sites.
- f. That the services rendered by the Firm under this memorandum of understanding shall be under close supervision, co-ordination and guidance of the University. The Firm shall frame appropriate procedure for taking immediate action as may be advised by the University from time to time.
- g. That the University may charge any additional fee/ charge from the University students towards lab maintenance & other administration charges.
- h. That the University shall provide appropriate infrastructure facility to the firm for imparting instruction to the university students.
- i. That the schedules of training to be worked out with University.

5. Nature of Memorandum OF Understanding:

The both parties' here to have considered and agreed to have a clear understanding on the following aspects:

- a. This memorandum of understanding is on the principle to principle basis and, does not create and shall not deem to create any employer-employee relationship between the University and the firm. The Firm shall not be representing or acting as agent of University, except to the extent and purpose permitted herein.
- b. This Memorandum of understanding is for providing the aforementioned services, it is clearly understood by the Firm that the person engages by the Firm for providing services as mentioned herein, shall be the representative of the Firm only and not of the University.
- c. University shall not be liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Firm's employees/ agents directly and or indirectly, in any manner whatsoever.

6. Statutory Compliances:

- a. Firm shall obtain all registrations/permission(s) License(s) etc. which are may be required under any legislation(s) for providing the services under this memorandum of understanding
- b. It shall be the Firm's responsibility to ensure compliance of all the Central and State Government Rules & Regulations and rules of the local bodies with regard to the provisions of the services under this memorandum of understanding. The Firm indemnifies and shall always keep University indemnified against all losses, damages and claims actions taken against University by any authority/office in this regard.
- c. The Firm undertakes to comply with the applicable provisions of such legislations for carrying out the purpose of this memorandum of understanding. The Firm shall further observe and comply with all Government Laws concerning providing of such services. It is expressly understood that the Firm is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- d. The Firm at the time of submission of monthly bill shall give an undertaking by the 15th of each month in favour of the University that he has complied with all his statutory obligations.

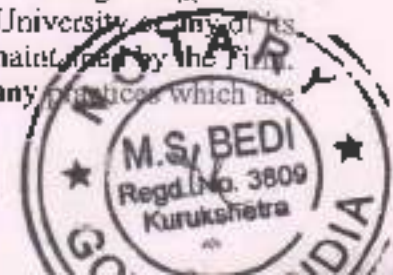
7. Accounts and Records.

- a. The Firm shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this memorandum of understanding.
 - b. The Firm shall forthwith upon being required by the University, allow University or any of its authorized representatives to inspect, audit or take copies of any records maintained by the Firm.
- The Firm shall also cooperate in good faith with the University to correct any practices which are

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M. S. Bedi
DISTRICT NOTARY
KURUKSHETRA

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found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the University.

8. Indemnification:

- a. The Firm shall at its own expenses make good any loss or damages suffered by the University as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the University or otherwise.
- b. The firm shall at all times Indemnify and keep indemnified that University against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises to the University which may be made under such Acts or any other Statutory modifications there of or otherwise for or in respect of any claim for damage or sustained by the working or personnel of the Firm or in respect of any claim, damage or compensation under Labour laws or other Laws or rules made there under by any person whether in the employments of the Firm or not , Who provided or provides the service at the site or any other premises of the University shall be as provided hereinbefore.
- c. The Firm shall at all times indemnify and keep Indemnified the University against any claim by any third party for any injury, damages to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the University's premises or before and after that.
- d. That if at any time, during the operation of this memorandum of understanding or thereafter, the University is made liable in any manner whatsoever by any order, direction, or otherwise of any Court authority Or tribunal, to any amounts whatsoever in respect of or to any present or ex-personnel of the Firm or of any third party in any event not restricted but including as mention in sub -clause No. (a),(b) and (c) hereinabove , the Firm shall immediately pay to the University all such amounts and cost also and in all such cases/ events the decision of the University shall be final and binding upon the Firm . The university shall be entitled to deduct any such amounts as aforesaid from the security deposit and/or from any pending bills of Firm.
- e. University shall not be Liable for any obligation/responsibilities, legal or otherwise, towards the Firm's employees/agents directly and/or indirectly in any manner whatsoever.

9. Liabilities and Remedies:

In the event of failure of the Firm to provide the services or part there of as mentioned in this memorandum of understanding for any reasons whatsoever, the university shall be entitled to procure services from other sources and the Firm shall liable to pay forthwith to the University the difference of payments made to such other sources, besides damages at doubles the rate of payments.

10. Losses Suffered By Firm:

The Firm shall not claim any damages , cost, changes expenses, liabilities arising out of performance/ non- performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence ,default or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this memorandum of understanding.

11. Term:

This memorandum of understanding shall be effective for a period of Five years and will be effective from the date of its actual operation, i.e., with effect from 03rd July 2023 up to 02nd July 2028 and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the University. In the case of extension in contract period, the Firm will have to submit his consent in the shape of affidavit duly attested by the Notary Public.

11. Termination:

- a. Either party can terminate this memorandum of understand by giving one month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, the University shall give only a 24 hours' notice of termination of this memorandum of

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[Signature]



understanding to the Firm when there is a major default in compliance of the terms and conditions of this memorandum of understanding or the Firm Has Failed to comply with its statutory obligations.

- b. If Firm commits breach of any covenant or any clause of this memorandum of understanding, University may send a written notice to Firm to rectify such breach within the time Limit specified in such notice. In the event Firm fails to rectify such breach within the stipulated time, the memorandum of understanding shall for with stand terminated and Firm shall be Liable to University for losses or damages on account of such breach.
- c. The University shall have the right to immediately terminate this memorandum of understanding if the Firm becomes in solvent cases its operations, dissolves, files bankruptcy or bankruptcy protection, appoints receivers, or enter into an arrangement for the benefit of creditors.

12. Assignment of Memorandum Of Understanding:

This memorandum of understanding is executed on the basis of the current management structure of the firm. Henceforth, any assessment of this memorandum of understanding in part or whole, to any third party without the prior written consent of the university shall be a ground for termination of this memorandum of understanding forthwith.

13. Composition and Address of Firm:

- a. The Firm shall furnish to the University all the relevant papers regarding its constitution, names and address of the management and other key personnel of the Firm and proof of its registration with the concerned Government Authorities required for running such a business of Firm.
- b. The Firm shall always inform the University in writing about any change in its address or the name and address of its key personnel. Further The Firm shall not change its ownership without prior approval of the University.

14. Service of Notices:

Any notice or other communication required or permitted to be given between the parties under this memorandum of understanding shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing:

15. Confidentiality:

It is understood between the parties here to that during the course of business relationship, the Firm may have accessed to confident information of university and it undertakes that it shall not, without University's prior written consent, disclose, provide or make available any confidential information any person or entity or make use to such information. The clause shall survive for a period of 5 years from date of expiry of this memorandum of understanding or earlier termination thereof.

16. Entire Memorandum of University:

This memorandum of understanding represents the entire memorandum of understanding entered into between the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this memorandum of understanding, if required shall only be made in writing.

17. Amendment/Modification:

The parties can amend this memorandum of understanding at any time. However such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

18. Severability:

If, for any reason, a court of competent jurisdiction finds any provision of this memorandum of understanding, or portion thereof, to be unenforceable, that provision of the memorandum of understanding will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this memorandum of understanding shall continue in full force and effect.

ATTESTED
M. S. Bedi
DISTRICT NOTARY

M. S. Bedi



19. Captions:

The various captions used in this memorandum of understanding are for the organizational purpose only and may not be used to interpret the provisions hereof, In case of any conflicts between the captions and the text, the text shall prevail.

20. Waiver

At any time indulgence or concession granted by the University shall not alter or invalidate this memorandum of understanding not constitute the waiver of any of the provision here of after such time, indulgence or concession shall have been granted. Further the failure of the University of enforce at any time, any of the provisions of this memorandum of understanding or to exercise any option which is herein provided for requiring at any time the performance by the Firm of any of the provisions after such time, indulgence or concession shall have been granted, further , the failure of the University to enforce at any of the provisions of his memorandum of understanding or to exercise any option which is herein provided for required at any time the performance by the Firm of any of the provisions of this memorandum of understanding nor in any way affect the validity if this memorandum of understanding or any part thereof or the right of the University to enforce the validity of this memorandum of understanding or any part there of or the right of the University to enforce the same on part or in the entirety of it. Waiver, if any, has to be in writing.

21. Force Majeure:

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely be supervening conditions beyond that party's reasonable control, including act of God, Civil commotion strikes, acts of terrorism, labour disputes and Governmental or public authority's demands or requirements.

22. Dispute Resolution:

- a. This memorandum of understanding shall be deemed mode/executed at Kurukshetra for all purpose. In the event of any dispute related to interpretation or right or liabilities arising this memorandum of understanding the same shall, at first instance. Be amicably settled between the parties. If any dispute is not settles amicably, the same shall be referred to the sole arbitrators to be appointed by the Vice-Chancellor. The award given by the arbitrators shall be final and binding on the parties. The venue of arbitration shall be at Kurukshetra or as decided by the University.
- b. If any doubt or ambiguity arises as to the meaning and /or effect of any provisions of the memorandum of understanding, the same shall be referred to Vice-Chancellor for clarification and his decision thereon shall be final and binding on both parties.
- c. Whenever there is duplication in any clause either in the terms and conditions of this tender or in those of the memorandum of understanding, the clause which is considered more beneficial to Kurukshetra University, Kurukshetra will be taken final.

23. Governing law/ Jurisdiction

The applicable law governing his memorandum of understanding shall be the laws of India and the courts of Kurukshetra shall have the exclusive jurisdiction to try any dispute with respect to this memorandum of understanding.

24. Two Counterparts:

This memorandum of understanding is made in duplicate, The Firm shall return a copy of this memorandum of understanding duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, It will be taken that all terms are acceptable.

25. CONSEQUENCE OF BREACH AND PENALTIES

25.1. It shall be obligatory on part of either party to ensure timely assessment and facilitation as per the pre-approved work plan as agreed upon in the MOU.

ATTESTED

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25.2. In the event of breach of any term or conditions of this agreement, either party shall have the right to terminate the agreement (notice period).

25.3. This MOU has been executed in three originals, two of which have been retained by the **First Party** and the other by the **Second Party**.

25.4. In WITNESS WHEREOF, the parties have executed this MOU and represent that they approve, accept and agree to terms contained herein.

26. SEAL OF PARTIES

<p>Signed and Delivered for and on behalf of Kurukshetra University</p> <p><i>[Signature]</i></p> <p>Signature: STRAR Name: Dr. B.R. Ambedkar Reg. No. 136119 K. U. Kurukshetra</p>	<p>Signed and Delivered for and on behalf of M/s. Swastik Institute of I.T. & Mgt, Rohtak (authorized local partner of Tally Education Pvt. Ltd.)</p> <p><i>[Signature]</i></p> <p>Signature: Name: Mr. Mukesh Kumar Proprietor, M/s. Swastik Institute of I.T. & Mgt, Rohtak (authorized local partner of Tally Education Pvt. Ltd.)</p> 
<p>Witness</p> <p><i>[Signature]</i></p> <p>1. Signature: Name: Prof. Gopal Parshad Director Centre for Dr. B.R. Ambedkar Studies K. U. Kurukshetra 136119</p> <p><i>[Signature]</i></p> <p>2. Signature: Name: Dr. Pritam Singh Assistant Director Designation: Assistant Director Centre for Dr. B.R. Ambedkar Studies K.U. Kurukshetra-136119</p>	<p>Witness</p> <p>1. Signature: <i>[Signature]</i> Name: Vijay Kumar Date: 31/07/2023 Designation: Regional manager</p> <p>2. Signature: <i>[Signature]</i> Name: Shaiya Date: 31/07/2023 Designation: Marketing Manager</p>

ATTESTED

[Signature]
**DISTRICT NOTARY
KURUKSHETRA**
31/7/23



ANNEXURE-A

UNDERTAKING

I MUKESH KUMAR S/o sh AM Parkash
R/o 817/18, Chani Pura Roulak
Director/ Partner/ Prop. Of M/s Swastik Institute of I.T. Edupt

(Name of Agency/society of Firm). Do hereby execute this undertaking
on 03 day of 07 months of 2022 year that I have complies with all
my statutory obligations arising out of and performance of my service memorandum of
understanding with the Kurukshetra University, Kurukshetra for the month
of _____.

Place: Kurukshetra

Date: _____

ATTESTED

M.S. Bedi
DISTRICT NOTARY
KURUKSHETRA

[Signature]

Signature of Firm

(with)



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MEMORANDUM OF UNDERSTANDING

BETWEEN



**KURUKSHETRA UNIVERSITY TECHNOLOGY INCUBATION CENTRE (KUTIC)
KURUKSHETRA UNIVERSITY, KURUKSHETRA HARYANA-136119**

And



**ALLIANCE OF DIGITAL INDIA FOUNDATION, (ADIF)
C-216 NIRMAN VIHAR DELHI 110092**

Affidavit



Indian-Non Judicial Stamp
Haryana Government



Date: 04/07/2023

Certificate No. LOD2023G9



Stamp Duty Paid : ₹ 101

GRN No. 104699016



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Nodal officer rusa

H.No/Floor : 0

Sector/Ward : 0

Landmark : Kurukshetra university

City/Village : Kurukshetra

District : Kurukshetra

State : Haryana

Phone : 95*****18



Purpose : AFFIDAVIT to be submitted at Kurukshetra university

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

This Memorandum of Understanding ("MoU") is made on 6th day of July 2023 ("Execution Date"), by and between:

ALLIANCE OF DIGITAL INDIA FOUNDATION ("ADIF") (formerly **Aatmanirbhar Digital India Foundation**), a non-profit organization incorporated under the Companies Act, 2013, bearing corporate identification number U85300DL2020NPL370199 and having its registered office at at C-216 Nirman Vihar Delhi 110092, India (hereinafter referred to as the "ADIF", which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, successors in business and assignees) of the **FIRST PART**;

AND

Kurukshetra University Technology Incubation Centre (KUTIC) established under **KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY (KURPS)** a society registered under "The Haryana Registration & Regulation of Societies Act, 2012", Registration number 02255, date 21.05.2019 and established by and at Kurukshetra University Kurukshetra, Haryana. Kurukshetra University Kurukshetra (KUK), established by Central/state Act under Section 2(f) of the UGC Act 1956, is a A + grade NAAC accredited University. (Hereinafter referred to as the "**Partner**" which expression shall, unless repugnant to the context, mean and include its successors in business) of the **SECOND PART**;

- 1.4. Each Party shall be permitted, to use the name and/or logo of the other Party ("**Logo**"), only in such manner as agreed upon by the Parties, including the communication with the Portfolio Companies as contemplated under this MoU.
- 1.5. Both Parties will make possible efforts to nurture the startup ecosystem and keep contributing to the development of the startup programs initiated by ADIF.
- 1.6. ADIF will be providing a collection of benefits to leverage **early-stage startups working under the banner of the Partner as a startup toolkit, consisting of valuable free services for startups.**

2. DUTIES AND RESPONSIBILITIES

- 2.1. The Partner shall ensure that it communicates and assists with the onboarding of its Portfolio Companies on a regular basis for availing ADIF alliance membership while specifying the benefits of the same and the coupon codes (and custom links) as may be provided by ADIF from time to time.
- 2.2. Further, it shall be the responsibility of ADIF to provide a draft email as well as custom links in order to allow Partner to effectively communicate with its Portfolio Companies.
- 2.3. The Parties shall comply with the conditions and execute necessary documentation, if any, of the license under which they are permitted to use the Logo of the other Party.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. The Parties hereby represents and warrants that;
 - i. it is a company incorporated under the provisions of the Act, validly existing and of good standing under the laws of India and no petition has been filed in any court of India or any other country for its winding up and no resolution has been passed by its stakeholders resolving to effect a voluntary winding up;
 - ii. It has all the necessary power and authority to enter into this MoU and to perform its obligations under this MoU;

This MoU constitutes a valid and binding obligation on the Parties and is enforceable against them, in accordance with the terms set forth herein

4. CONFIDENTIALITY

- 4.1. The Parties shall maintain the utmost confidentiality regarding the contents of this MoU, through the Term hereof and in perpetuity thereafter. Provided, however, a Party may make an announcement to the public or to any third party with the prior written consent of the other Party regarding the engagement entered into under this MoU without disclosing any commercial aspects of the transaction.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All rights, title and interest of each Party in and to its trade names, trademark, service marks, logos, graphics, advertising copy, products, copy rights, ideas, know-how, programs and all other Intellectual Property rights shall remain the exclusive property of such Party and the other Party shall not be entitled to use the same without the express prior written consent of the Party that owns rights in such Intellectual Property. Notwithstanding anything to the contrary contained

This Memorandum of Understanding ("MoU") is made on 6th day of July 2023 ("Execution Date"), by and between:

ALLIANCE OF DIGITAL INDIA FOUNDATION ("ADIF") (formerly Aatm Nirbhar Digital India Foundation), a non-profit organization incorporated under the Companies Act, 2013, bearing corporate identification number U85300DL2020NPL370199 and having its registered office at C-216 Nirman Vihar Delhi 110092, India (hereinafter referred to as the "ADIF", which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, successors in business and assignees) of the FIRST PART;

AND

Kurukshetra University Technology Incubation Centre (KUTIC) established under KURUKSHETRA UNIVERSITY RUSA PROJECT SOCIETY (KURPS) a society registered under "The Haryana Registration & Regulation of Societies Act, 2012", Registration number 02255, date 21.05.2019 and established by and at Kurukshetra University Kurukshetra, Haryana. Kurukshetra University Kurukshetra (KUK), established by Central/state Act under Section 2(f) of the UGC Act 1956, is a A + grade NAAC accredited University. (Hereinafter referred to as the "Partner" which expression shall, unless repugnant to the context, mean and include its successors in business) of the SECOND PART;

(ADIF and Partner, hereinafter collectively referred to as "Parties", and individually as "Party")

WHEREAS:

- A. ADIF is working as the representative body for Indian technology start-ups and it focuses on policy-level, sustainability and operation focused challenges with a vision of catapulting India to the top startup nations in the world.
- B. The Parties are desirous of entering into an engagement, whereby ADIF shall provide ADIF alliance membership ("Membership") to the portfolio companies of the Partner. These portfolio companies are ones who are either working or registered or taking benefits (including companies in the past) under the banner of incubator/ accelerator/startup mission. ("Portfolio Companies")
- C. Parties have agreed that the terms and conditions as set out in this MoU shall form the basis of such engagement.

NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE

- 1.1. The Parties hereby agree, acknowledge, and confirm that the Partner shall promote ADIF Membership to its Portfolio Companies and the Partner shall provide its resources in helping all ADIF members to get mentoring, market linkages, making pitching deck / reverse pitching, demo days, capacity building programs, acceleration programs, boot camps, and allied activities as per its capacity, which ADIF strives to provide as detailed in Annexure A of this MOU.
- 1.2. The Partner will be extended the Membership as a part of this understanding.
- 1.3. Each Portfolio Company which becomes an ADIF Alliance member be extended to all such membership benefits as may be accorded to any other member. Further, each of such Portfolio Company shall adhere to the terms and conditions and code of conduct as may be laid down by ADIF from time to time.

anywhere in this MoU or otherwise, neither Party shall not use the brand-name and/or the trademark of the other Party or any of the lending partners of the other Party save and except as specifically authorized by the first Party in writing. In the event one Party makes a request for removal of any brand-name and/or trademark, the other Party shall remove and cease use of the same forthwith and provide a written confirmation to the requesting Party to this effect.

6. INDEMNIFICATION

- 6.1. The Partner agrees and undertakes to indemnify, defend or settle, and hold ADIF and its employees, promoters, officers and officials harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of any provisions of this MoU by for the non-performance and non-observance of any of the provisions of this MoU any fraud, gross negligence or failure to comply with any regulatory compliance under this MoU and/or its claims, assurances, representations, warranties and/or undertakings made by the defaulting Party or any breach and/or violation of applicable law.

7. TERM AND TERMINATION

- 7.1. This MoU shall come into effect as of the Execution Date and shall continue to be in full force and effect for two years.
- 7.2. Either Party may terminate this MoU at any time by giving not less than 30 days prior written notice to the other Party to this effect.

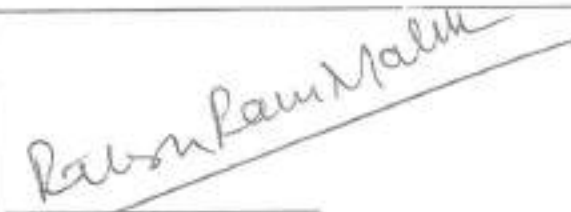


8. MISCELLANEOUS

- 8.1. License: By way of execution of this MoU, the Parties hereby furnish a revocable, non-sub-licensable and royalty free license on a worldwide basis to each other in relation to their respective Logo.
- 8.2. Notices: Unless otherwise stated, all notices, approvals, instructions, and other communications for the purposes of this MoU shall be in writing and may be given by facsimile, by personal delivery or by sending the same by courier or registered post at the address or e-mail address provided in this MoU.
- 8.3. Governing Law and Jurisdiction: This MoU shall be interpreted and governed in all respects by the laws of India. The Parties agree that the courts of Delhi, India alone and no other courts shall have the jurisdiction to entertain and try any disputes arising from and out of the provisions of this MoU or any other agreement related hereto.
- 8.4. Assignment: The Partner shall not be entitled to assign, transfer, or pledge to a third party, or create any encumbrance whatsoever, over any of its rights and obligations under this MoU without the prior written consent of ADIF.
- 8.5. Amendment: Any amendment or variation of the terms of this MoU shall be valid only if mutually agreed and executed in writing by or on behalf of both the Parties.
- 8.6. Relationship of the Parties: The ADIF and Partner are independent contractors for the purpose of this MoU. Neither the execution, delivery nor performance of this MoU will be construed to constitute either Party as an agent or representative of the other for any purpose. Neither the execution, delivery nor performance of this MoU will be deemed to establish a joint venture or

partnership between the Parties. Except as otherwise provided herein, neither Party has the authority to (i) bind the other Party by or to any contract, representation, understanding, act, or deed, (ii) represent that either Party is an agent of the other Party, or (iii) represent that either Party is responsible for the acts or omissions of the other Party.

- 8.7. Severability: If any term, covenant, or condition of this MoU is held by a court or regulatory body of competent jurisdiction to be invalid, void, or unenforceable, the rest of the MoU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated unless removal of that provision results in a material change.
- 8.8. Entire Agreement: This MoU along with the Recitals constitute the entire agreement between the Parties with respect to its subject matter and supersedes all prior written or oral negotiations and/or agreements between the Parties with respect thereto and there are no other representations, understandings or agreements between the Parties relating to such subject matter.

IN WITNESS WHEREOF, each Party has caused this MOU to be signed and delivered by its duly authorized representative as of the Execution Date.




For and on behalf of ALLIANCE OF DIGITAL INDIA FOUNDATION	For and on behalf of Kurukshetra University Technology Incubation Centre
 Name: Dr Ritesh Malik Designation: Director Witness	 Name: Prof Pardeep Kumar Designation: Nodal Officer , RUSA Witness  Prof. Anurekha Sharma Co-ordinator KUTIC

ANNEXURE A: Benefits to ADIF Alliance Members

The Startup Kit outlines the specific benefits and provisions offered to startups associated with ADIF as part of this MOU by providing:

1. **ADIF Startup Kit:** ADIF will strive to provide benefits to its Alliance Members, through free/discounted offerings from its other members, including but not limited to fintech, enterprise, mentoring, and tech solutions.
2. **Visibility through Welcome Posts:** ADIF shall promote the startups Startup Missions/Accelerators/ Incubators associated with ADIF through welcome posts on LinkedIn, Instagram and Twitter, showcasing their achievements and milestones.
3. **Policy Inputs and Discussions:** Startup Missions/ Accelerators/ Incubators associated with ADIF will have the opportunity to recommend inputs on policy matters taken up by ADIF. They will also be invited to participate in discussions regarding relevant policy matters to provide their valuable insights.
4. **Free Subscription to ADIF Blogs and E-publications:** All Alliance members will receive a complimentary subscription to all ADIF blogs and e-publications. They will receive monthly updates on inputs received regarding key policy submissions.
5. **Networking Opportunities:** ADIF Alliance Members will have networking support, connecting them with various stakeholders in the startup ecosystem, including the management team, faculty, students, and other startups.
6. **Free Mentoring Sessions:** Members will have the opportunity to attend mentoring events organized by ADIF. These sessions aim to provide guidance and support to startups in their growth and development.
7. **Joint Events and Research:** ADIF and [Name of Partner] will collaborate on joint startup courses, workshops, events, and hackathons. There will also be opportunities for joint research initiatives involving the faculty, students, and startups associated with ADIF.
8. Any other additional feature as ADIF deems fit in its sole discretion for accelerating the growth of the Startup Ecosystem.

IN WITNESS WHEREOF, each Party has caused this MOU to be signed and delivered by its duly authorized representative as of the Execution Date.

For and on behalf of ALLIANCE OF DIGITAL INDIA FOUNDATION	For and on behalf of Kurukshetra University Technology Incubation Centre
<p> Name: Dr Ritesh Malik Designation: Director</p> <p>Witness</p>	<p> Name: Prof Pardeep Kumar Designation: Nodal Officer, RUSA</p> <p>Witness</p> <p> Prof. Anurekha Sharma Co-ordinator KUTIC</p>

MEMORANDUM OF UNDERSTANDING

BETWEEN



**KURUKSHETRA UNIVERSITY TECHNOLOGY
INCUBATION CENTRE (KUTIC)
KURUKSHETRA UNIVERSITY, KURUKSHETRA
HARYANA-136119**



And



**TESO GLOBAL PRIVATE LIMITED (ABSOLUTE)
4TH FLOOR, STATESMAN HOUSE BARAKHAMBA ROAD,
CONNAUGHT PLACE, NEW DELHI-110001**



Indian-Non Judicial Stamp
Haryana Government



Date : 27/09/2023

Certificate No. L02720231177



Stamp Duty Paid : ₹ 101

GRN No. 107608597



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Nodal officer rusa

H.No/Floor : 0

Sector/Ward : 0

Landmark : Kurukshetra university

City/Village : Kurukshetra

District : Kurukshetra

State : Haryana

Phone : 95*****18



Purpose : AFFIDAVIT to be submitted at Kurukshetra university

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrahshry.nic.in>

Agreement

This Memorandum of Understanding (MoU) is made on the **twenty-eight day of September, Two Thousand and Twenty-Three (2023)**,

BY AND BETWEEN

Kurukshetra University (hereinafter referred to as 'KU'), having its headquarters at Kurukshetra (Haryana) - 136119, India through its **Kurukshetra University Technology Incubation Centre (KUTIC) under Kurukshetra University RUSA Project Society (KUPRS)**, a body formed under Rashtriya Uchchatar Shiksha Abhiyan and represented by **Nodal Officer RUSA** which expression shall unless excluded by or repugnant to the context, include his/her successor in office, legal representative, nominee and assignee as the First Party

AND

EC SO Global Private Limited incorporated under the Companies Act 2013, having its registered office at **4th Floor, Statesman House Barakhamba Road, Connaught Place, New Delhi-110001** (Brand name "ABSOLUTE") represented by its Authorized Signatory **Dr. Shivam Sharma** who has been authorized to sign and execute this MoU as Second Party (hereinafter referred to as "ABSOLUTE"), which expression shall mean and include its successors and permitted assigns



Signature
Nodal Officer (RUSA)

About the Agreement

This Memorandum of Understanding (MoU) is made on the **twenty-eight day of September, Two Thousand and Twenty-Three (2023)**,

BY AND BETWEEN

Kurukshetra University (hereinafter referred to as "KU"), having its headquarters at Kurukshetra (Haryana) - 136119, India through its **Kurukshetra University Technology Incubation Centre (KUTIC) under Kurukshetra University RUSA Project Society (KUPRS)**, a body formed under Rashtriya Uchchatar Shiksha Abhiyan and represented by **Nodal Officer RUSA** which expression shall unless excluded by or repugnant to the context, include his/her successor in office, legal representative, nominee and assignee as the First Party

AND

ECSO Global Private Limited incorporated under the Companies Act 2013, having its registered office at **4th Floor, Statesman House Barakhamba Road, Connaught Place, New Delhi-110001** (Brand name "ABSOLUTE") represented by its Authorized Signatory **Dr. Shivam Sharma** who has been authorized to sign and execute this MoU as Second Party (hereinafter referred to as "ABSOLUTE"), which expression shall mean and include its successors and permitted assigns

(KU and ABSOLUTE herein referred to individually as "Party" and collectively as the "PARTIES").


Whereas, KU is charged with responsibility of conducting translational research & Development, in various front-line areas of importance for the nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, ABSOLUTE is engaged in Research on Plant Sciences and scaling up towards Digital Agri-technologies while supporting farming community at large and creating new avenues of Global Trade.

WHEREAS, both the parties, intend to enter into a MoU, with an understanding to collaborate with each other for joint technology development and commercialization of Agri-based research innovations ("Purpose").

1. DEFINITIONS

- (i) "Claim(s)" means all third-party claims, actions, demands, proceedings, damages, costs (including attorney's fees) and liabilities of any kind related to the Purpose;
- (ii) "Confidential Information" as defined in Clause 7;
- (iii) "Commercialize" in relation to the PIP Technology and Know-how, Licensed IP, its Improvements shall mean and include acts such as to use, manufacture, have made or manufactured by a third party, sell, advertise, promote, distribute, and supply.
- (iv) "Deliverables" means all Intellectual Property or other work product or material including software, report, design, programme, specification, documentation, manual developed under this MoU.


Nodal Officer (RUSA)
Kurukshetra University,



(v) For the purpose of this agreement, the terms "Intellectual Property/IP" shall mean any and all works and property including, but not limited to, all intellectual properties, ideas, inventions, concepts, products, improvements, innovations, discoveries, development, methods, formulas, techniques, software, knowhow and writings made, conceived, reduced to practice, developed, written, or prepared by the Parties individually or jointly with other third parties.

(vi) "R&D Work" means R&D work provided or otherwise performed by Faculty of KU or representative of ABSOLUTE under this MoU.

(vii) "Background Intellectual Property" means pre-existing or independently developed proprietary tools, process or Intellectual Property.

(viii) "Project" means specific R&D activities conducted through separate definitive agreement with KU under this MoU.

(ix) Project Intellectual Property (PIP): As defined in Clause 6

(x) "The Party receiving the Confidential Information is referred to as 'the Receiving Party' and the Party disclosing the Confidential Information is referred to as 'the Disclosing Party'"

2. SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between Kurukshetra University and ABSOLUTE for enhancing.

(i) Evaluation and improvement Technology Readiness Level (TRLs) of Agri-based technologies (e.g. Scale up activities, product validation and development, Prototyping, field testing). The Parties propose is to validate and commercialize existing or new technologies through joint funding or other financial means.

(ii) Conceptualize potential research projects which will be executed in collaboration as per need.

(iii) ABSOLUTE agrees to permit the faculty and students of the KU to visit its premises, workshops, labs, industrial/manufacturing etc. and also involve them and arrange for them the hands-on training/internships/ industrial exposure programs, live projects, trainings, etc.

(iv) Facilitate collaborative research and interaction in area of upcoming Agritech areas. For particular projects, the parties may enter into specific agreements setting out the relevant terms and conditions as may be agreed upon for each of those identified projects.

(v) Industry Sponsored Project funded by the ABSOLUTE or the external funding authority.

3. MODE AND TERMS OF INTERACTIONS

The Parties agreed to engage in the following modes for joint research, innovation, and technology Commercialization:

(i) Both Parties shall encourage interactions between the faculty, innovators and Representatives of the ABSOLUTE to achieve the scope of the MoU and following arrangements as mentioned in Clause 2.

(ii) For each dedicated project undertaken between the parties, the Parties will enter into a definitive agreement covering specific objective, activities, timelines, milestones, deliverables, commercial terms and conditions, intended projects.

(iii) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as electronically/verbal, etc.



(iv) Any publication arising out of the project work undertaken jointly by Parties shall require prior written approval from both Parties. Such approvals shall be mutually agreed upon by both the Parties post protection of any overlapping PIP under protection on priority basis, within 30 days. Post PIP protection, the Parties may agree to publish the result jointly. In such cases publication cost will be decided mutually and will be shared jointly and no third party shall have any right to publication, unless agreed by Parties in writing.

4. CO-ORDINATION OF THE PROJECT INCLUDING FINANCIAL ARRANGEMENTS

(i) The collaborative Project between KU and the ABSOLUTE shall be coordinated jointly by Principle Investigator (s) identified individually by the Parties on Project basis.

(ii) Financial arrangements for each specific Project discussed under this MoU, will be decided mutually on a case- to-case basis after due approval from the competent authorities of both the Parties.

(iii) In any of the Projects, wherever financial aspects are involved, including but not limited to payment conditions the same would be spelt out clearly by both the Parties in the definitive agreement, before starting a Project.

5. EFFECTIVE DATE AND DURATION OF MOU

(i) This MOU shall be effective from the date of its signing by competent authorities of the Parties ("Effective Date").

(ii) The term of the MOU shall be for a period of three (3) years from the Effective Date ("Term").

(iii) During the Term, the MOU may be extended or terminated by a prior notice of not less than sixty (60) days by either Party, at any time, for the reasons including but not limited to non-performance by either Parties, changes in the business scenario, and material breach of their obligations under this MoU.

(iv) The Parties further agree that if any of the Projects is in effect at the time of the expiration/termination of the MoU, then the Term of this MoU shall be extended and the MoU shall remain valid and enforceable for the extended term till the completion of the specific Project ("Extended Term").

(v) The termination of this MoU shall be without prejudice to any Claim or right of action previously accrued to the Parties.

6. Project Intellectual Property: means any IP identified in a Project/s covered under this MoU. Ownership of PIP between the Parties shall be decided in accordance with the following criteria:

(i) Each Party shall retain ownership of intellectual property rights of the existing background Intellectual Property as of the Effective Date, or developed or acquired independently of the Project, and nothing in this MoU and the definitive agreement signed for any individual Project shall assign any ownership to the other Party with respect to such background intellectual property rights.

(ii) With reference to clause 2 (i), IP ownership of all the KU background IP will remain with them. All new PIP created using KU background IP will be co-owned by the Parties.

(iii) With reference to clause 2 (ii), PIP jointly conceived and /or developed by KU and the ABSOLUTE during the Term of this MoU will be jointly owned in equal share by KU and the ABSOLUTE, however the background IP shall remain with the respective owners.


Nodal Officer (RUSA)
Kurukshetra University



(iv) With reference to clause 2 (iii), PIP jointly conceived and /or developed by KU and the ABSOLUTE during the Term of this MoU will be jointly owned in equal share by KU and the ABSOLUTE, however the background IP shall remain with the respective owners.

(v) The Parties agree to collaborate towards the protection upon mutual agreement, and application of such PIP for commercial or other purpose on mutually acceptable terms, shall be negotiated in good faith between the Parties and to be recorded in writing.

(vi) Any publication arising out of the project work undertaken jointly by Parties shall require prior written approval from both Parties. Such approvals shall be considered by both the Parties post protection of any overlapping PIP under protection on priority basis, within 60 days. Post PIP protection, the Parties may agree to publish the result jointly. In such cases publication cost will be decided mutually and will be shared jointly. In such cases, no third party shall have any right to publication, unless agreed by Parties in writing.

(vii) No party to this Agreement shall use the other Party's logo, issue any press release or make a public announcement prior to or on the Effective Date concerning this Agreement or the transactions contemplated hereby without the prior approval of the competent authority from each Party.

7. CONFIDENTIALITY

(i) During the tenure of the MoU, both the Parties will maintain strict confidentiality and prevent disclosure of all the Confidential Information (as defined herein below) and data exchanged under the scope of this MoU for any purpose other than in accordance with this MoU.

(ii) Both the Parties shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without the prior written approval of the disclosing party or use such confidential information for any use other than intended under this MoU or projects.

(iii) Further both Parties shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

(iv) "Confidential Information" means all non-public information that each Party designates, either in writing or orally, as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. However, Confidential Information shall not include any data or information which:

(a) is or becomes publicly available through no fault of the receiving party, is already in the rightful possession of the receiving party prior to its receipt of such data or information;

(b) is independently developed by the receiving party without reference to the confidential information of the disclosing party;

(c) is rightfully obtained by the receiving party from a third party without restriction on disclosure and without breach of a non-disclosure obligation by such third party or is in the public domain;

(d) is disclosed with the written consent of the party whose information it is, or,

(e) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party;

Nothing in this Clause will in any way prevent or unreasonably delay the performance by the Receiving Party of its obligation to comply with the requirements of the Government Authority.

(v) Immediately upon the expiry of the Agreement or upon a request in writing by the Disclosing Party, whichever occurs first, the Receiving Party will turn over to the Disclosing Party or destroy



all Confidential Information of the Disclosing Party and all disclosed Confidential Information, and any and all copies thereof, except that the Receiving Party may retain in a secure file one (1) copy of any item of Confidential Information that it deems necessary in order to comply with legal, regulatory or compliance requirements. The Receiving Party certifies in writing to the Disclosing Party that it has complied with the requirements of this clause. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Recipient.

(vi) During the Term of the MoU and three (3) years upon expiration or termination, the Parties undertake on their behalf and on behalf of their subcontractors/ employees/ Representatives/ associates to maintain strict confidentiality and prevent disclosure thereof, of all the Confidential Information including use of, protection and return of the Confidential Information and data exchanged/ generated for the Project.

(vii) Neither Party is permitted to use any Confidential Information obtained and/or created through the dedicated Project executed as a result of this MoU, and during the term of this MoU, for any activities falling outside the Scope of this MoU as mentioned in Clause 2 above.

8. AMENDMENTS

Any amendment and/or addendum to this MoU shall be in writing and signed by the Parties hereto and shall only after such execution be deemed to form part of the MoU and have the effect of modifying the MoU to the extent required by such amendment or addendum.

9. GOVERNING LAW

This MoU shall be governed by and construed in accordance with the laws of India. Each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of Kurukshetra over any claim or matter arising under or in connection with this MoU or the legal relationships established by this MoU.

10. RESOLUTION OF DISPUTES

(i) The Parties should seek to resolve in good faith, any disputes and differences arising between them in respect of any matter connected with this MoU, within 48 hours or such period Parties may subsequently agree, failing which the aggrieved Party should issue a notice to the other Party to jointly appoint a neutral Mediator, unless the option for mediation has been mutually waived by the Parties in writing. Within 7 days from his appointment, the Mediator is to send a notice to the Parties to commence mediation and discuss the process/timelines for the mediation. The mediation should not exceed 2 months from the date of notice issued by the Mediator to the Parties unless otherwise agreed between the Parties. All negotiations or discussion carried out in the mediation shall be conducted in confidence and are not to be referred to in any concurrent or subsequent proceedings, unless they conclude with a written legally binding settlement and such information needs to be disclosed for the purpose of enforcement of the settlement itself or any rights or obligations that arise from it. If the Parties accept the mediator's recommendations or otherwise reach an agreement on the resolution of the dispute, such agreement shall be recorded in writing and once signed by their designated representatives, shall be binding on the Parties. If no agreement is reached, the mediator shall record reasons for such failure and the same shall be provided to the Parties. Such opinion shall not be used in evidence in any concurrent or subsequent proceedings, without the prior written consent of both Parties. The Parties will bear their own costs of preparing and submitting evidence to the mediator. No Party may commence an arbitration for any dispute relating to this MoU until it has attempted to settle the said dispute with other Party by mediation.


Nodal Officer (RUSA)



or the mediation has terminated or the other Party has failed to participate in the mediation, provided however, either Party may commence arbitration if the dispute has not been settled within 2 months from the date of the notice issued by the Mediator to the parties to commence mediation.

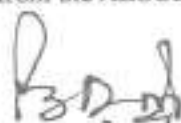
(ii) Parties failing to resolve dispute through mutual discussion or mediation as, or upon the mutual written waiver of the above resolution options available, either Party shall refer the dispute to a sole arbitrator to be appointed by mutual consent of both the Parties. The seat of Arbitration will be Kurukshetra, India and Indian Arbitration and Conciliation Act, 1996 amended from time to time shall apply to such arbitration proceedings. The proceedings shall be held in English language. The award shall be binding on the parties, subject to the applicable laws in force and the award shall be enforceable in any competent court of law. Save and except arbitration, the Courts in Kurukshetra shall have exclusive jurisdiction.

11. MISCELLANEOUS

- (i) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this MoU.
- (ii) Both the parties shall not, during the term of this MoU directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- (iii) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- (iv) Notwithstanding any provision herein contained, though the Parties intend to give effect to this MoU, it is acknowledged that it does not create and must not be construed as creating an obligation on either party to enter into a contract or otherwise creating legal obligations on the parties.
- (v) In the event, the scope of the research project necessitates compliance with the national/international export laws and regulations, the Parties agree and undertake to ensure compliance with the applicable export control laws and regulation.
- (vi) After this MoU has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

12. REPRESENTATIVES AND COMMUNICATION.

- (i) The collaborative programme between the Parties shall be coordinated jointly by Principle Investigator (PI) identified from each Party, on project basis executed through the definite agreement. The identified respective PI of each Party shall be responsible for the routine communication other than legal and administrative communications.
- (ii) All the IP and technology commercialization cases shall be through the Technology Transfer Officer of KU and respective representative from the ABSOLUTE.


Nodal Officer (RUSA)



IN WITNESS WHEREOF, the respective Representative(s) of each Party for the execution and transmission and/or receipt of the all legal and administrative information and communication under this MoU executed as of the effective date.

SIGNED BY

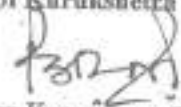
For and on behalf of ECSO Global Pvt Ltd
(ABSOLUTE)



Name: Dr. Shivam Sharma
Title: Director of Partnerships, CSO Office
Address: 5th Floor, Plot no 68, Sector 44,
Gurugram, India - 122002
Phone: 9736154222
Email: shivam@absolute.ag

SIGNED BY

For and on behalf of Kurukshetra University
(KU)



Name: Prof. Pardeep Kumar
Position: Nodal Officer (RUSA)
Address: Kurukshetra University, Kurukshetra,
Email: pardeepk@kuk.ac.in
Tel: KURUKSHETRA-136119
On behalf of Kurukshetra University

.....
Witness 1

(Representative)

Signature:
Name: Dr. Anita Yadav
Position: Professor
Date: 25/7/2023

.....
Witness 2

(Representative)

Signature:
Name:
Position:
Date: 28/9/2023

IN WITNESS WHEREOF, the respective Representative(s) of each Party for the execution and transmission and/or receipt of the all legal and administrative information and communication under this MoU executed as of the effective date.

SIGNED BY
For and on behalf of ECSO Global Pvt Ltd
(ABSOLUTE)

Name: Dr. Shivam Sharma
Title: Director of Partnerships, CEO Office
Address: 5th Floor, Plot no 68, Sector 44,
Gurugram, India - 122002
Phone: 9736154222
Email: shivam@absolute.ag



SIGNED BY
For and on behalf of Kurukshetra University
(KU)

Name: Prof. Pardeep Kumar
Position: Nodal Officer (RUSA)
Address: Kurukshetra University,
Kurukshetra, Kurukshetra
Email: pardeepk@ku.ac.in
Tel:
On behalf of Kurukshetra University

.....
Witness 1

(Representative)
Signature:
Name: Dr. Anita Yadav
Position: Intern
Date: 24/9/2023

28/9/2023
.....
Witness 2

(Representative)
Signature:
Name: Anurag Sharma
Position: Professor
Date: 28/9/2023

-1-

Annexure Pages
(1 to 17)
CP (1 to 17)

KURUKSHETRA UNIVERSITY KURUKSHETRA
(Established by the State Legislature Act XII of 1956)
(*A+* Grade NAAC Accredited)

Minutes of meeting of the Committee constituted by the Hon'ble Vice-Chancellor held on 02.08.2023 at 2:30 p.m. in the office of Dean Academic Affairs regarding MoU between University Institute of Engineering and Technology (UIET), Kurukshetra University Kurukshetra and Infosys Ltd. Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560100, India.

Members Present:

1. Dean Academic Affairs(in the Chair)
2. Dean, Faculty of Engg. & Tech/Director, UIET
3. Director, IQAC
4. Incharge, CSE Dept., UIET
5. Assistant Registrar, Academic Branch

The Committee discussed the proposed MoU which was re-submitted by the Director, UIET, K.U.K. to be signed between University Institute of Engineering and Technology (UIET), Kurukshetra University Kurukshetra and Infosys Ltd. Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560100, India. After detailed discussions, the Committee recommended the proposed MoU to be signed between University Institute of Engineering and Technology (UIET), Kurukshetra University Kurukshetra and Infosys Ltd, Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560100, India as at Annexure (1 to 16 pages) which may be considered by the University authorities.


Dean Academic Affairs


Director, IQAC.


Director, UIET & Dean, Engg. & Tech.


Incharge, CSE Dept., UIET


Assistant Registrar,
(Academic Branch)

The MOU is for the benefit of our students and faculty members. The program will help the delivery of the Internship and placement of students of the UIET into internships/jobs, as per New Education Policy and AICTE internship Policy. Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students with the new features as mentioned below:

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities
- Women with a focused learning micro site, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future.
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society.

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive. Professors and faculty members of Partner can make use of Infosys's expertise and Springboard platform as follows to amplify the impact with new initiatives taken by Infosys such as:

- The faculty development program will consist of series of sessions on the following aspects
 - "Facilitate to Engage" course towards effective teaching techniques.
 - Instructional design and content creation.
 - Introduction and awareness to emerging and digital technologies
 - How to leverage online platform for effective learner engagement
 - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by Infosys experts.
- In addition, faculty can up-skill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects.
- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.

It is pertinent to mention here that there is no financial/other obligations towards the university and all the services will be provided by Infosys Pvt.Ltd. to the Students/ Faculty members/ Research Scholars of UIET, KUK.


Director, UIET, KUK

**Indian Non Judicial Stamp
Haryana Government**

Date: 21/09/2023

Certificate No. 10020208 Stamp Duty Paid ₹ 11

GRN No. 73776 Penalty ₹ 0

Deponent

Name: Director cum
H.No/Floor: 0 Sector/Ward: 0 Landmark: 0
City/Village: 1-2 District: Kurukshetra State: Haryana
Phone: 94111182

Purpose: AFFIDAVIT to be submitted at Kurukshetra university kurukshetra

The authenticity of this document can be verified by scanning the QR Code through the app or the website <http://www.haryana.gov.in>

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called "MOU") is made on 27-Sep-2023 by and between Infosys Limited (including its subsidiaries and Affiliates), a corporation organized and existing under the laws of India and having its primary place of business at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore 560 100, India (hereinafter "Infosys") and KURUKSHETRA UNIVERSITY, KURUKSHETRA (including its subsidiaries and Affiliates) organized and existing under the laws of the state of Haryana and having its primary place of business at University Market Road, Thanesar, Kurukshetra University, Kurukshetra – 136119, Haryana (hereinafter "Partner"). Partner and Infosys being referred to individually as a "Party" or collectively as the "Parties."

Recitals

WHEREAS the Partner is a Kurukshetra University established on 11 January 1956 in Kurukshetra, in the Indian state of Haryana, it is a member of Association of Commonwealth Universities. Over the past 65 years, Kurukshetra University has grown in stature and recognition of its commitment to excellence in teaching and research. It has been awarded 'A+' grade by National Assessment and Accreditation Council (NAAC) and placed at 9th position amongst the State Universities of the country in Category-I by the Ministry of Education and granted academic autonomy, and Affiliated by UGC. It has grown into a multi-faculty University as one of the premier centers for advanced study and research in the region and

WHEREAS Infosys is a global leader in consulting, technology, and outsourcing solutions and has agreed to provide their proprietary Springboard Platform for the Services. (hereinafter referred to as "Services")

4

NOW THEREFORE, for and in consideration of the mutual agreements and covenants hereafter set forth, the Parties hereto agree as follows:

1. BROAD SCOPE OF ACTIVITIES

The objective of this MOU is to establish a written document forming a basis under which the Parties may enter into agreements to perform Services only in India as defined in Schedule A & B.

- 1.1 Both Parties understand that this is a Corporate Social Responsibility ("CSR") initiative hence scope of work can be augmented further as and when required.
- 1.2 Also, necessary augmentation, in consultation with both the Parties, can be made regarding the time period of the MOU.
- 1.3 The relationship between the Parties is non-exclusive and nothing herein will prohibit either Party from pursuing similar agreements with any company or person.

2. CONFIDENTIAL AND PROPRIETARY INFORMATION

Each Party acknowledges and agrees that any and all information emanating from the other Party's business, in any form, including but not limited to information relating to the disclosing party's past, present, or future research, development or business activities is "Confidential and Proprietary Information". Each Party agrees that it will not, during or after the term of this MOU, permit the duplication or disclosure of any such Confidential and Proprietary Information to any person (other than an employee, agent or representative of the other party who needs such information for the performance of the obligations hereunder), unless such duplication, use or disclosure is specifically authorized by the disclosing Party in writing. "Confidential and Proprietary Information" is not meant to include any information which (a) is publicly available prior to this MOU or is made publicly available by the disclosing party without restriction; (b) is rightfully received by the receiving party from third parties without accompanying secrecy obligations; (c) is already in the receiving party's possession and was lawfully received from sources other than the disclosing party; or (d) is independently developed by the receiving party. Partner may disclose Infosys' Confidential and Proprietary Information if Partner is required to do so under applicable law, rule or order or communicated in response to a valid order by a court or required by any governmental body or regulatory / legal authority, provided that, Partner, where reasonably practicable and to the extent legally permissible, provides Infosys with prior written notice of the required disclosure so that Infosys may seek a protective order or other appropriate remedy, and provided further that Partner discloses no more Confidential and Proprietary Information than is reasonably necessary in order to respond to the required disclosure. The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MOU shall be maintained for a period of five (5) years following disclosure thereof.

3. DATA PRIVACY

- 3.1 The Parties hereby agree that each of it shall be acting in the capacity of an independent Data Controller and no PII (as defined under this MOU) of the other Party shall be used for any purposes other than for the fulfillment of the purpose of this MOU and provision of the Services as contemplated herein. Infosys while processing Personal Data for the purpose of Services contemplated herein; shall adhere to the stipulations agreed under Schedule C.
- 3.2. With respect to Personal Data provided by or on behalf of Partner or permitted by Partner to be provided to Infosys: (a) Each party will comply with all Laws, including all Laws relating to privacy or data security (b) Infosys and Partner will not be required to monitor or advise the other, in determining compliance with laws; (c) in the event of any change to (including changes in interpretation of a Law which requires a change to all or part of the Service, the Parties may make appropriate adjustments to the terms of the MOU and the Service, as determined by Infosys, and (d) Partner will encrypt all Partner Personal Data, prior to the

provision to Infosys of such Partner's Personal Data by or on behalf of Partner or permitted by Partner to be provided to Infosys, or using such in connection with the Services. Partner is responsible for back up of all Partner Data.

3.3. Infosys has established and maintains a data security program. The existence of the data security program does not relieve either party of their obligations otherwise described in the MOU.

4. OWNERSHIP AND RESTRICTIONS

As used in this Section 4, the following terms have the respective meanings set forth below:

"Content" means any material hosted or to be hosted on Infosys Springboard including but is not limited to text, data, images, videos, graphics, code or other items.

"Free Software Foundation" means an entity defined at <http://www.fsf.org>.

"Partner Content" means all the Content that Partner uploads on or make available through Infosys Springboard.

"Infosys Content" means all the Content owned by Infosys or licensed to Infosys by any third party.

"Intellectual Property Rights" means all patents, copyrights and related rights, database rights, utility models, design rights, trademarks, service marks, rights in undisclosed or Confidential Information (such as knowhow, trade secrets and inventions) (whether patentable or not) and other rights of a like nature (whether registered or unregistered) and all applications for such rights as may exist anywhere in the world.

"Open Source Software" means any software that is licensed under any license listed or described at <http://www.gnu.org/licenses/licenses.html> or any license currently listed at <http://www.fsf.org> Free Code as defined by the Free Software Foundation.

4.1. Except as provided herein, this MOU will not be construed to grant any license under any trade secret, patent, patent application, industrial design, trademark, copyright, mask work, confidential process, formula, plan, computer program, data or other valuable confidential information or know-how to either Party. Each Party will own and retain all of its right, title, and interest in and relating to its intellectual property rights in its Products and Services and Confidential Information, both currently used and that which may be developed and used in the future. For avoidance of doubt, all intellectual property rights in Infosys Springboard and Infosys Content will be retained by Infosys. Except otherwise provided in this MOU, Partner is not permitted to use the Infosys Springboard and Infosys Content.

4.2. Each party will have the non-transferable, non-exclusive, revocable license to use the other Party's logo(s), trade names(s) and trademarks and the names of its Products ("Marks") identified in Schedule D, all in unmodified form, solely for identification purposes in relation to the branding and marketing for the Services described in this MOU. All Marks must be reproduced on all copies of the Products and may not be altered or removed. The Party owning a Mark may modify, add or delete any such Marks upon sixty (60) days prior notice to the other Party. Each Party further agrees to ensure that all such use will comply with good trademark usage practices and the standards of display and trademark usage guidelines provided by the other Party and to take no action that would in any way infringe or interfere with the other Party's rights in its Marks. Each Party agrees to cooperate fully with the other Party in facilitating the other Party's monitoring and control of the nature and quality of the use of the other Party's Marks. Neither Party will have any right, title or interest in the Marks of the other Party, which will remain its sole and exclusive property, and each Party will retain all goodwill incurred through the use of their respective Marks and, thus, agrees to assign to the other Party any rights that

such Party may acquire in the applicable Marks by operation of law or otherwise. At no time during or after the term of this MOU will either Party challenge or assist others to challenge the other Party's Marks or the registration thereof or attempt to register, use or permit the use of any trademarks, marks or trade names confusingly similar to those of the other Party.

4.3. Infosys grants Partner a non-exclusive, limited, revocable, non-transferable, non-sublicensable license during the term to access and use Infosys Springboard and Infosys Content within the territory of India for educational and non-commercial purposes. Partner agrees not to distribute, transmit or publicly display any Infosys Content or any derivative work of Infosys Content to any third party unless otherwise agreed in this MOU. Partner agrees to retain all copyright or other notices fixed on any Infosys Content.

4.4. All Intellectual Property Rights in Partner Content will be retained by Partner. Partner represents and warrants that it has the necessary rights, licenses or consents to upload the Partner Content and to authorize end users of Infosys Springboard to access the Partner Content.

4.5. If Partner chooses to make the Partner Content available only to its authorized users, Partner grants Infosys a non-exclusive, worldwide, royalty free license during the term of the MOU to host and display the Partner Content to authorized users of Partner through Infosys Springboard. In the event Partner chooses to make the Partner Content available at all the users of Infosys Springboard, Partner grants Infosys a non-exclusive, worldwide, royalty free, sublicense, perpetual license to host, copy, store, transmit or publicly display the Partner Content.

4.6. Partner agrees that Infosys has the right to remove the Partner Content from Infosys Springboard in the event Infosys receives any written notice or grievance from any third-party alleging infringement of its Intellectual Property Rights or violation of any privacy rights of that third party resulting from the Partner's Content.

4.7. Partner agrees to indemnify, defend and hold harmless Infosys, its Affiliates, directors, officers, employees, representatives, and agents for any losses, damages, or expenses incurred by Infosys (including reasonable attorney fees) against: (i) any third party claim arising from the PARTNER's Content; (ii) breach of any warranties including implied warranties contained in this MOU by Partner; (iii) breach of confidentiality, data privacy and/or security obligations under this MOU, by Partner.

Infosys agrees to indemnify, defend, and hold harmless Partner, its Affiliates, directors, officers, employees, representatives, and agent for any losses, damages or expenses incurred by Partner (including reasonable attorney fees) against any third-party claims (i) arising from the Infosys breach of intellectual property rights; and (ii) breach of confidentiality, under this MOU. If any infringement claim is made or the same appears as a just claim concerning Infosys' Content, Infosys shall modify Infosys' Content so that is no longer infringing; or replace it with a non-infringing Infosys' Content.

THE INDEMNIFICATIONS STATED HEREIN ARE WITHOUT PREJUDICE TO THE INDEMNIFICATIONS THAT PARTNER HAS PROVIDED ELSEWHERE IN THIS MOU.

4.8. Partner agrees not to do, and not to allow or authorize any of its instructors or third party to do, any of the following:

- a. Use Infosys Springboard in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the services provided by Infosys Springboard, or that could damage, disable, overburden or impair the functioning of the Infosys Springboard;
- b. Harvest or collect information about other users, including their email addresses or any other personal details, without their consent;

- c. Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access Infosys Springboard or to extract data from Infosys Springboard;
- d. Reverse engineer any aspect of Infosys Springboard or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of Infosys Springboard (except as otherwise expressly permitted by law);
- e. Use or attempt to use any account for which the Party does not have authorization;
- f. Impersonate or post on behalf of any person or entity or otherwise misrepresent the Party's affiliation with a person or entity;
- g. Attempt to circumvent any content filtering techniques Infosys employs, or attempt to access any service or area of Infosys Springboard not authorized to access by the Partner;
- h. Engage in any harassing, intimidating, predatory or stalking conduct;
- i. Develop any third-party applications that interact with Infosys Springboard without our prior written consent;
- j. Use Infosys Springboard for any illegal or unauthorized purpose or engage in, encourage or promote any activity that violates these Terms; and
- k. Upload any Content which is defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force

5. TERM

This MOU shall become effective on the last date of signing of this MOU ("Effective Date") and shall continue for a period of 5 (Five) years.

The Parties shall be entitled to terminate this MOU at any time by giving 30 days written notice of such termination to the other Party. Nothing in this MOU shall prevent the Parties from terminating this MOU immediately if there occurs a material breach of the terms and conditions mentioned herein.

Upon completion, termination or expiration of this MOU Partner will, in addition to any other obligations of Partner on completion, termination or expiration:

- (i) Cease all performance of the completed or terminated Services and furnish and return to Infosys all access of Infosys Springboard;
- (ii) Return to Infosys all copies of any Confidential or Proprietary Information of Infosys related to the completed or terminated Services and cease all use of these materials; Partner shall also certify to Infosys that it has complied with such obligations.

6. EXPENSES

Each Party will bear the costs and expenses of its performance under this MOU, unless agreed otherwise by the Parties in writing.

7. REPRESENTATION AND WARRANTIES

Partner represents and warrants that:

- (i) In the execution of this MOU, Partner shall comply with all applicable laws, regulations and ordinances;

- (f) Partner shall not subcontract any part of the Services without prior written approval of Infosys.
- (g) that the Partner Content will not contain any viruses or worms, bugs, disabling devices or any devices that will disrupt, disable, harm, impede or otherwise interfere with the Services of Infosys or allow unauthorized access into Infosys systems or hardware.

Infosys represents and warrants that:

- (i) the Services will be performed consistent with generally accepted industry standards in a professional and workmanlike manner;
- (ii) in the execution of this MOU, Infosys shall comply with all applicable laws, regulations, and ordinances, related to Prevention of Corruption Act, 1988; UK Bribery Act, 2010 and US Foreign Corrupt Practices Act, 1977

Except as otherwise expressly set forth in this MOU, neither Party makes any warranties, guarantees or representations of any kind, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose.

8. LIMITATION OF LIABILITY

Except for claims/ loss/ damages arising due to breach of Section 2 (Confidential and Proprietary Information), Section 4 (Ownership and Restrictions) and 10(g) (Non-Hire), for claims arising from any willful misconduct, fraud, misrepresentation, and or violation by Partner of any laws, rules, ordinances, or regulations; and any other liability which cannot be excluded under law, Partner shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. Further, Infosys shall not be liable to the other Party for damages, whether in contract, tort or otherwise, arising out of or in connection with this MOU. In no event shall either Party be liable for any indirect, special, incidental, consequential, punitive, tort or other damages, however caused, including, without limitation, any damages resulting from loss of use, loss of data, loss of profits or loss of business arising out of or in connection with this MOU, or of any other obligations relating to this MOU, whether or not the Party has been advised of the possibility of such damages.

9. NOTICES

All notices to be given in connection with this MOU shall be effective upon receipt, shall be made in writing and shall be sufficiently given if personally delivered or if sent by courier or other express mail service, postage prepaid, addressed to the party entitled or required to receive such notice at the address for such party as follows:

To Partner:

Attention: Dr. Sunil Dhingra
 Title: Director
 Address: University Market Road, Thanesar, Kurukshetra University, Kurukshetra -
 136119, Haryana

To Infosys:

Infosys Limited

Attention: Mr. Thirumala Arohi
 Senior Vice President and Head, Education Training and Assessment
 Address: Plot No. 44 & 67A, Electronics City, Hosur Road, Bangalore - 560100, India

With a copy to:

Attention:

Department: Legal Department

Address: Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore – 560100, India

Phone : +91 80 28520261

Either Party may change such address by notice to the other Party.

10. GENERAL PROVISIONS

- a. **Independent Contractors.** It is expressly understood that Infosys and Partner are contractors independent of one another, and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.
- b. **Force Majeure:** Each Party shall be excused from any failure to perform or any delay in performing its obligations under this MOU by reasons which arise from causes beyond a Party's reasonable control and not occasioned by its fault or negligence including but not limited to natural disasters, terrorist activities, government sanctions, economic sanctions, trade sanctions, embargo, actions or decrees of governmental bodies, communication line failures not the fault of the affected Party (hereafter referred to as a "Force Majeure Event"). A Party affected by the Force Majeure Event shall notify as soon as practicable the other Party of the occurrence of such event.
- c. **Compliance with Laws:** Each Party will comply with all applicable laws, rules and regulations in its performance of this MOU.
- d. **Assignment:** Neither Party will have the right to assign or otherwise transfer its rights or obligations under this MoU without receiving the express prior written consent of the other Party, such consent not be unreasonably withheld. Notwithstanding the above or any contrary provision contained in this MoU, the Parties shall have the right to assign this MOU, in whole or in part, to any of their affiliates, parents or subsidiaries, or to any successor by way of merger, consolidation or acquisition of a substantial amount of the assets of said corporation or its parent company.
- e. **Dispute Resolution and Arbitration:** In the event of any dispute arising out of or in connection with this MOU, the Parties will attempt in good faith to resolve such dispute through negotiations between them. Where the parties are unable to resolve a dispute by means of negotiation, the dispute shall be finally settled by arbitration conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 as in effect on the Effective Date of this MOU. Such disputes will be resolved by a single arbitrator appointed by the parties after mutual agreement. The seat of arbitration will be Bangalore India. The language of the arbitration will be English. Each party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrators may, in their discretion, award costs and fees to the prevailing party. Judgment upon the award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.
- f. **Governing Law:** This MOU, and any dispute arising from the relationship between the parties to this MOU, shall be governed by laws of India, excluding any laws that direct the application of another jurisdiction's laws.
- g. **Non-Hire:** Except as otherwise expressly agreed to by the other Party in writing, Partner agrees not to directly or indirectly or through third parties solicit or hire for employment any of other Party's employees involved in the provision of Services under this MOU during the term

of this MOU and for a period of one (1) year following its completion or termination except where such hiring is pursuant to a bonafide advertisement to general public.

IN WITNESS WHEREOF, the parties have executed this MOU by their authorized representatives as of the date first written above.

For Infosys Limited

For Partner

Date : 26.10.2023
Place : Bangalore
Name : Mr. Thirumala Arohi
Title : Senior Vice President and Head Education Training and Assessment

Date : 29/10/2023
Place : Kurukshetra
Name : Dr. Sunil Dhingra
Title : Director

Signature (with seal)

Signature (with seal)

Senior Vice President
Head-Education, Training & Assessment
INFOSYS LIMITED
44, Electronics City, Hosur Road
BANGALORE - 560 100 INDIA

SCHEDULE A

Infosys Springboard Scope and Details of the Services

Infosys has launched Springboard initiative to accelerate progress on its ESG goal to expand digital re-skilling initiatives to 10 million plus people by 2025. As part of Infosys CSR, Infosys Springboard provides a curriculum-rich virtual platform that delivers corporate-grade learning experiences, on any device, with closer educator-learner collaboration for students from Class 5 to lifelong learners. This, alongside formal education, helps accelerate digital re-skilling for participating learners, ranging from school and college students to professionals and adults.

Infosys Springboard's holistic set of courses, powered by Infosys Wingspan and developed in collaboration with world-leading digital content providers, takes advantage of Infosys' 4 decades of rich experience in employee and broad-based student competency development. It is also fully aligned with India's National Education Policy 2020. The learning program is particularly well-suited to grow vocational skills in addition to soft skills. Masterclasses, programming challenges, practice areas and playgrounds for experimentation make the training immersive for all. The assessment formats that follow are new-age ready with certification for learners who pass the virtual proctored examination. As of March 2023, nearly 53 lakhs learners and 2000+ education institutions, NGOs and support groups are already onboard Infosys Springboard.

Infosys Springboard empowers:

- Students to 'learn by doing' and develop holistically in preparation for emerging jobs and career opportunities.
- Women with a focused learning micro site, specialized resources and expert mentors for holistic development as planned and scheduled events
- Working professionals with advanced digital skills to prepare them for new age and emerging roles of future.
- Teachers to better collaborate with learners on their skilling journey using the platform's engagement features
- NGOs to extend learning benefits more broadly, especially to the underserved sections of society.

Infosys Springboard will further amplify ongoing programs like Infosys Campus Connect to deepen industry-academia relationships, Infosys Catch Them Young annual training program in Information Technology for high school students and Aspire and Achieve workshops for aspiring professionals. Infosys Springboard App is now available on both Play Store and App Store.

Following are some of the new learning initiatives and capabilities launched recently.

- Infosys CodersZen, for learning programming languages Java, Python, C#, JavaScript and more.
- Virtual / digital classroom capabilities which can be leveraged by the institutions to conduct their regular online classes.
- Video Proctored Exam / Assessments environments which can be used by institutions to conduct online test.

All of the above features including Telemetry, customized microsite, Virtual Digital Classrooms and Video proctored Exam environments are available for institutions to leverage.

College students have access to quality content in professional programming, Playgrounds for all emerging technologies, domain skills and project management skills from leading content providers in the world. They also have access to certification programs which will improve their employability.

The Parties will work together to develop a plan for performing the Services contemplated under this MOU. The plan may include, among other things, conducting joint branding and marketing calls, joint presentations, developing branding and development proposals, determining user interface strategy and user needs.

SCHEDULE B

Faculty Enablement Program

Human capital has been amplified through focus on Work, Workplace, and Workforce. Through Infosys Springboard, we attempt to share with you the Infosys way of building a Culture of Lifelong Learning over the years, our trials and experiments our learning and progress. It covers Learning Experience, an Introduction to Learning Platforms, and the way features work their magic along with advanced telemetry. Infosys has clarity of vision and strategy for future of learning and adoptions of technology in learning.

The next generation of learning will require entire ecosystems to come together – from governments and institutions to enterprises and technology partners to managers and employees. At Infosys, we are focused on bringing these moving parts together to truly impact the way we up-skill and learn. We are making the world future-ready, and the Infosys Springboard is a step in that direction.

At Infosys, we believe in lifelong learning for our employees, and competency development continues to be a key area of strategic focus for us. The formal Education or Training Division was set up more than three decades ago and has been at the forefront of driving employee learning and development programs using a combination of innovative technology, content, and deep expertise of our people.

Today with emerging technologies, new delivery models, changing talent demographics, geopolitical challenges, and now the COVID-19 situation and its aftermath are some of the forces disrupting and changing the talent needs of every industry. In this context, following are the core principles that have guided us in our talent transformation journey. We believe same thing is applicable for educational institutes at large

1. **Motivating to learn:** To be successful in driving this transformation, we had to ensure all barriers to learning are removed. This would ensure learners are able to access resources anytime, anywhere, and on any device – thereby taking complete control of how they want to manage their learning journey.
2. **Leveraging the Teacher-Student relationship:** For learning efforts to be effective, we saw a need for creating an active role for teachers in supporting and guiding their students in their learning journeys.
3. **Just-in-time Learning:** Trends indicated that people prefer to learn on the go, at their convenience, and just-in-time of the need. For this to happen, content had to be organized in micro-learning modules and thus meet the needs of different personas within the institution.
4. **Learning experience:** Most learners are used to digital experiences on platforms like Netflix, Amazon Prime shopping, YouTube, etc. Digital learning solutions that we set out to develop also had to be designed to provide such experiences.
5. **Ready for the future while delivering excellence today:** The Agile ways of working marked by shorter and continuous release cycles meant that there is a need to balance today's challenges with tomorrow's opportunities. Learning programs and courses had to be designed to meet these needs.

Teachers and educators play a pivotal role in enabling and preparing the students for their career aspirations. Infosys Springboard will make this process efficient and intuitive.

Professors and faculty members of Partner can make use of Infosys's expertise and Springboard platform as follows to amplify the impact.

- The faculty development program will consist of series of sessions on the following aspects.
 - "Facilitate to Engage" course towards effective teaching techniques.
 - Instructional design and content creation.
 - Introduction and awareness to emerging and digital technologies
 - How to leverage online platform for effective learner engagement
 - Authoring courses and assessments on online platforms.
- The program will be delivered online virtually by infosys experts.
- In addition, faculty can up-skill themselves and learn new skills through the courses available on Springboard platform.
- Faculty can conduct Virtual classes on the platform and conduct online assessments for their students.
- Faculty can use the courses available on springboard for including in the curriculum and as elective subjects.
- Faculty can create Microsites for their respective institutions and curate prescriptive content for their students.
- Faculty can create their own profile and learning reference materials and discussion forum through knowledge board feature.

SCHEDULE C

PRIVACY & DATA PROTECTION AGREEMENT
On the Processing of Personal Information/Data by Contract
("Data Processing Agreement"/ "DPA")

By and Between

Infosys Limited (and their subsidiaries, parent, and affiliates) with its registered office at Plot No. 44 & 97A, Electronics City, Hosur Road, Bangalore-560100, India (hereinafter "Infosys")

And

KURUKSHETRA UNIVERSITY, KURUKSHETRA (and their subsidiaries, parent, and affiliates) with its registered office at University Market Road, Thanesar, Kurukshetra University, Kurukshetra - 136119, Haryana (hereinafter "Partner").

1. Definitions:

- i. 'Personal Data/Information' (hereinafter "PI/ PII") shall mean any information/data relating to an identified or identifiable natural person ('data subject'). For the purpose of this definition, PI may also include Sensitive Personal Information, as per Applicable Privacy Laws, including without limited to (i) a first name, last name, gender or initials; (ii) a home or other physical address, including street name and name of city or town; (iii) an email address or other online contact information; (iv) a telephone number etc. Additionally, to the extent any other information is associated or combined with PI, then such information also will be considered PI. PI may as well include information relating to legal entities, if so, required by the applicable law.
- ii. 'Applicable Privacy Laws' refers to all laws, rules, regulations and standards that are designed to protect the privacy rights or privacy expectations of the Parties (the term includes all subsidiaries and affiliates of the Parties), their employees, clients and client - customers and any other third-party vendors.
- iii. 'Data Controller' or 'Controller' means the entity that determines the purposes and means of Processing of Personal Data, either alone or jointly with another entity.
- iv. 'Data Subject' means any individual whose Personal Information is collected, used and/or processed under this DPA (Data Processing Agreement) for the purpose(s) as mentioned in MoU of the Parties. Explanation: list includes employees, clients, client customers, agents, contractors.
- v. 'Technical and Organizational Security Measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.
- vi. 'Personal Data Breach' means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- vii. 'Processing' or any other derivative thereof, means any operation or set of operations performed upon PI, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, blocking, erasure or destruction.

2. Processing of Personal Data:

- i. The parties agree that in connection with this MOU, Partner and Infosys shall each act as an independent data controller with regard to use and processing of personal information for the purposes contemplated by this MOU. The Parties shall each comply with Applicable Privacy Laws directly applicable to their respective use of each other's Personal Information, relating to the collection, use, processing, protection or disclosure of Personal Information, in the course of carrying out their respective obligations under this MOU. Both Parties agree to negotiate in good faith to amend the DPA and the MOU as necessary to address changes to Applicable Privacy Laws.
- ii. If Partner directly collects Personal Information from the data subjects and provides Infosys with Personal Information under this MOU, Partner agrees, to provide all relevant notices through their affiliates and obtain any consent required, to share the information with Infosys and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. Infosys also agrees to make provisions on the Springboard so as to obtain requisite consent from each user.
- iii. Infosys agrees in respect of any such PI supplied to it by Partner that it shall: (a) only act as necessary for the purpose of rendering services warranted; (b) regarding the processing of such PI under this MOU it shall ensure that appropriate Technical and Organizational Security Measures shall be taken against unauthorized or unlawful processing of PI and against accidental loss or destruction of, or damage to, the Personal Data; and (c) comply with any reasonable request made by Partner to ensure compliance with the measures contained in this Section. Infosys will not process, or refrain from processing, and act in a manner that puts Partner in breach under the Applicable Privacy Laws.
- iv. Nothing in this MOU shall be deemed to prevent the Parties from taking steps it reasonably deems necessary to comply with the Applicable Privacy Laws.
- v. For the purposes of this DPA, "Applicable Privacy Laws" means all laws, codes, statutes, rules and regulations with which each Party is legally obliged to comply during the term of this MOU.
- vi. Partner by signing this DPA agreement agrees /provide their consent for any transfer of PI outside India or to any third party for the purpose of the Services contemplated under this MOU.

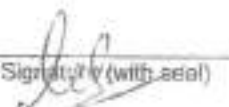
The undersigned represent that they are duly authorized representatives of the parties and have full authority to bind the parties.

For Infosys Limited

For Partner

Date : 06.10.2023
 Place : Bangalore
 Name : Mr. Thirumala Arohi
 Title : Senior Vice President and Head
 Education Training and Assessment

Date : 29/09/2023
 Place : Kurukshetra
 Name : Dr. Sunil Dhingra
 Title : Director


 Signature (with seal)


 Signature (with seal)

Senior Vice President
 Head-Education, Training & Assessment Page 14 of 15

INFOSYS LIMITED
 44, Electronics City, Hosur Road
 BANGALORE - 560 100 INDIA

SCHEDULE D

Logos

Infosys | Springboard





हरियाणा HARYANA

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MEMORANDUM OF UNDERSTANDING

BETWEEN

SHRI KRISHNA AYUSH UNIVERSITY

KURUKSHETRA

AND

KURUKSHETRA UNIVERSITY

KURUKSHETRA

INTRODUCTION

This memorandum of understanding (hereinafter referred to as MOU) is an agreement between the Shri Krishna AYUSH University, Kurukshetra (hereinafter referred to as SKAUK) and the Kurukshetra University (hereinafter referred to as KUK) to work together for furthering cooperation, education and research in the common interest of the two University. SKAUK and KUK have a general understanding that academic linkages and collaborations facilitate better understanding and cooperation.

PURPOSE

The purpose of this MOU is to establish a mutually beneficial relationship which will stimulate cooperation and strengthen research, teaching and outreach to promote development, broaden experiences and understanding among staff faculty and students of both Universities.

AREAS OF COLLABORATION

The following broad areas of collaboration will be pursued for both Universities

1. Exchange of academic staff and researchers.
2. Collaborative research projects and curriculum development.
3. Jointly organized conferences, seminars, academic interactive sessions and professional
4. Development programmes
5. Exchange of academic materials and published information
6. Access of library and internet facilities
7. Access of research laboratory facilities of Pharmaceutical Sciences, Bio-Chemistry, Zoology and Microbiology departments and Animal House. The strength of incoming students for each research laboratories will be limited upto five in number at one time.

As discussions continue, both institutions shall prepare more detailed agreements to clarify perceived areas of ambiguities in respect to any specific projects. This collaboration only serves as an indication of each University's desire to partner in joint academic and educational pursuits. Where possible, legally binding obligations may be negotiated and executed and executed in future, by virtue of this memorandum.

OPERATIONAL GUIDELINES

The following shall constitute the basic ground rules for the implementation of the provisions of this memorandum of understanding between SKAUK and KUK.


- (i) All exchange of Academic/Research and Professional staff must be approved by the host (receiving) institution of writing at-least three months in advance. Written approvals will include the responsibilities of the exchange participants, the period of the exchange and any other conditions governing the terms of the exchange.
- (ii) SKAUK and KUK will explore the possibility of joint seeking of funds and conduct of collaborative research, training and consultancy with industries/institutions in India/abroad. The cost of chemicals & animals, whatever applicable, shall usually be borne by the user but the Competent authority of the either party may relax the condition of applicable charges.
- (iii) SKAUK and KUK will consider favourably and encourage staff of their respective institutions to work in each other laboratories on sabbatical/short term period. The period of stay and honorarium shall conform to the extent guidelines on the subject.

It is mutually agreed that program of this MOU will be monitored by a Review Committee consisting of the Vice-Chancellor, SKAUK and Vice-Chancellor, KUK or their nominees through periodic meetings.





VALIDITY

This MOU is valid for a period of 3 years commencing shall coming 01.04.2023. Any mid course change introduced/suggested by the Review Committee and duly approved by the appropriate authorities shall also be deemed to be valid.

Signed _____ day of 08.11.23 at Kurukshetra.


Registrar
Kurukshetra University,
Kurukshetra, Haryana


Registrar
Shri Krishna AYUSH University
Kurukshetra, Haryana

		Indian-Non Judicial Stamp Haryana Government		Date : 11/12/2023
Certificate No.	10K2023L146		Stamp Duty Paid : ₹ 110	
GRN No.	110400447		Penalty : ₹ 0	
Deponent				
Name :	Kurukshetra university Kurukshetra			
H.No/floor :	2nd	Section/Ward :	Psy	Landmark : Near main library
City/Village :	Kurukshetra	District :	Kurukshetra	State : Haryana
Phone :	94*****26	Others :	Rekhi foundation	
				
Purpose : MOU Between Kurukshetra University Kurukshetra and Rekhi Foundation to be submitted at Kurukshetra university kurukshetra				

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://ogastty.ec.in>



Memorandum of Understanding

between

Rekhi Foundation

and

Kurukshetra University, Kurukshetra

This Memorandum of Understanding is made on 12th day of the December month of the 2023 year between Rekhi Foundation represented by Dr. Satinder Singh Rekhi, having its office at 2051, last Chance Court, Gold River, CA, 95670, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators as the **First Party**

AND

Kurukshetra University, Kurukshetra having its headquarter at Kurukshetra (Haryana)136119, India (hereinafter called KUK) include his/her successor in office, legal representative and nominee as the **Second Party**.

WHEREAS First Party shall be represented by Dr. Satinder Singh Rekhi or his assignee.

WHEREAS, Second Party shall be represented by the Chairperson, Department of Psychology, KUK or the person nominated as Coordinator by the Vice-Chancellor for this purpose.

WHEREAS, the university main campus will be referred to as Hub and all of the affiliated colleges and institutes of the university will be referred as Nodes.

The two signing organizations shall be referred to as the Parties.

The Parties agree to the following terms and conditions:

1. OBJECTIVES OF MOU

- (a) WHEREAS both the parties propose to establish "Rekhi Centre of Excellence for the Science of Happiness", Kurukshetra University, Kurukshetra with aim to promote research, training and education and the practice of well-being for students and teachers through the application of happiness and well-being.
- (b) WHEREAS First Party wants to participate in this noble cause and want to sponsor certain activities under the "Rekhi Centre of Excellence for the Science of Happiness".

ARTICLE 1: MANAGEMENT

- 1.1. Kurukshetra University will be responsible for naming, establishing and managing "Rekhi Centre of Excellence for the Science of Happiness", project coordination, student management, space allocation, infrastructure, finances and the learning environment.
- 1.2. Rekhi Foundation will develop and share the curriculum of happiness to Kurukshetra University for delivering to Students. This will be for purposes of a guideline, and University can modify the same.
- 1.3. Kurukshetra University will actively promote "Rekhi Centre of Excellence for the Science of Happiness" at major platforms.
- 1.4. Kurukshetra University will recognize Dr. Satinder Singh Rekhi and other faculty of Rekhi foundation as Adjunct Faculty Members without any honorarium in the university/institute after signing the MOU and make suitable notification.
- 1.5. Kurukshetra University will run science of happiness courses for their students at hub and node as credited Value Added Courses (VAC). The faculty of the university/college/institute/Rekhi Foundation will teach the same online/offline.

- 1.6. **Kurukshetra University** will allocate sufficient area for the centre/mind lab with basic furniture, computers, IT equipment, projector, faculty sitting area and a lab assistant, which can be common facility with other labs for the purpose.

ARTICLE 2: SPONSORSHIP

- 2.0. Rekhi Foundation will budget for the Hub University an amount of up to Rs 50 lacs (Rupees fifty lacs only) in the first year, and an amount of 25 lacs (twenty-five lacs only) in subsequent years. The first-year amount and subsequent year amounts will be allocated as follows:

- For first year, up to Rs 20 lacs (twenty lacs only) as contribution for the salaries of up to 2 qualified faculty members approved by Rekhi Foundation who will teach the Science of Happiness courses and conduct research and other activities. Qualified candidates will be those who have background in Positive Psychology, Science of Happiness, Mindfulness, or those who have completed online programs in the Science of Happiness. Rekhi Foundation will pay the University Rs 10 lacs (Ten lacs) on signing of the MOU and balance 10 lacs (ten lacs) on the selection and allocation of the faculty.
- Up to Rs 25 lacs (twenty-five lacs only) for purchase of equipment for the Rekhi Mind lab.
- Up to Rs 5 lacs (five lacs only) for internships, research projects and faculty development on line training. Internships and Research projects will advertised on the University web site.
- After the first year, Rekhi Foundation will continue to contribute 25 lacs (twenty five lacs) which will include salaries of the qualified and approved faculty members of the hub University in an amount up to Rs 20 lacs (twenty lacs only), plus up to Rs 5 lacs (five lacs only) for internships, research projects and training every year.
- University will work with their affiliated colleges/institutes (Nodes) to introduce Science of Happiness Courses and Rekhi Foundation will contribute an amount of up to Rs 10 lacs (Ten lacs) for the salaries of qualified and approved faculty members who will teach science of happiness courses in the affiliate colleges/institutes (Nodes).

- 2.1. Rekhi Foundation can supplement the teaching in the "Rekhi Centre of Excellence for the Science of Happiness" at the Hub and Nodes from time to time by providing expert staff from its team on the request of the University and its affiliated colleges, if made. The University or its affiliated college/institute will inform about payment of travel, boarding and lodging expenses on such visits in the request letter, if that is to be borne by the University/College/Institute, by mutual consent of both the parties.

ARTICLE 3: PROMOTION

- 3.1. **Kurukshetra University** shall create a web page for the "Rekhi Centre of Excellence for the Science of Happiness" detailing the course. A press release announcing the Centre will be released on signing the MOU.
- 3.2. The Activities of the "Rekhi Centre of Excellence for the Science of Happiness" and its initiation will be promoted through social media. Commencement, details and impact of the "Rekhi Centre of Excellence for the Science of Happiness" will be displayed on the website of **Kurukshetra University** with a press release to this effect.

ARTICLE 4: MANAGEMENT COMMITTEE & PERIOD OF CONSULTATIONS

- 4.1. The Rekhi Foundation and **Kurukshetra University** will appoint representatives to manage and oversee the joint activities of the Centre. The Rekhi Foundation and KUK may meet as and when necessary but at least once in a quarter (Physically/ Virtually) to review progress in the implementation of the plan, define new areas for cooperation, and discuss matters related to the MOU.

ARTICLE 5: TERMINATION AND AMENDMENTS

- 5.1. The agreement shall become effective on the date of its signing and continue thereafter for 03 (three) years, subject to revision or modification by mutual agreement and unless terminated by either of the parties hereto.
- 5.2. Either Party may request termination of this MOU, in writing, with ninety (90) days prior written notice. Any activity in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

ARTICLE 6: MISCELLANEOUS

- 6.1. **Both the parties** shall review quarterly report on the progress and achievements of the "Rekhi Centre of Excellence for the Science of Happiness".
- 6.2. The Parties recognize that appropriate representation is important to emphasize their common interests, purposes, and intentions in substantive terms. The Parties, therefore, intend to invite each other, where appropriate, to meetings, conferences, seminars, and workshops relevant to cooperation in the priority areas set out in this MOU.
- 6.3. Nothing in this MOU shall be construed as creating any legal relationship between the Parties. This MOU is a statement of intent to foster genuine and mutually beneficial cooperation. Any conflict shall be managed and resolved between the parties amicably through discussions.

All the parties shall use all reasonable endeavors to resolve or settle the disputes through mutual negotiation and discussion in connection with this MoU or the interpretation thereof. Any and all disputes, controversies and conflicts ("Disputes") arising out of this MoU between the parties or arising out of or relating to or in connection with this MoU or the performance or non-performance of the rights and obligations set forth herein or the breach termination, invalidity or interpretation thereof which cannot be settled or resolved amicably shall be referred to arbitrator with the mutual consent of all the parties.

In complete understanding with the above, we, the two Parties' representatives, the Rekhi Foundation and the Kurukshetra University, agree to sign this MOU.

<p>Signed and Delivered for and on behalf of Kurukshetra University</p> <p>Signature </p> <p>Name: Registrar, Kurukshetra University, Kurukshetra</p>	<p>Signed and Delivered for and on behalf of Rekhi Foundation</p> <p>Signature </p> <p>Name: Designation</p>
<p>Witness:</p> <p>1.  12/12/23</p> <p>2.</p>	<p>Witness:</p> <p>1. </p> <p>2.</p>

Agreement Award



Indian-Non Judicial Stamp Haryana Government



Date :28/03/2024

Certificate No. L0282024C26

GRN No. 114368348



Stamp Duty Paid : ₹ 101
(Rs. Only)

Penalty ₹ 0
(Rs. Zero Only)

Seller Detail

Name Registrar Kuk
H.No/Floor : 0
City/Village : Kuk
Phone : 92*****77

Sector/Ward : 0
District : Kurukshetra

LandMark : 0
State : Haryana

Buyer Detail

Name : The art of living trust
H.No/Floor : 21
City/Village : Bangalore
Phone : 92*****77

Sector/Ward : 0
District : Bangalore

LandMark : Kanakpura road
State : Karnataka



Purpose: For Agreement Award Only. MOU

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MEMORANDUM OF UNDERSTANDING

between

**KURUKSHETRA UNIVERSITY, KURUKSHETRA (KUK) And
THE ART OF LIVING (TAOL)**

at

KURUKSHETRA UNIVERSITY, KURUKSHETRA

The MOU is made on the 28th day of March month in the year 2024 at Kurukshetra, Haryana, between Kurukshetra University, Kurukshetra through Principal IHS (hereinafter called IHS-KUK) include his/her successor in office, legal representative, nominee and assignee as the **First Party**

AND

The Art of Living (TAOL), through Director, Institutional Programs having its Office at The Art of Living International Campus, 21st KM Kanakapura main road, Udayapura, Bengaluru 560082, include his/her successor in office, legal representative, nominee, and assignee as the **Second Party.**

WHEREAS

The parties wish to establish a friendly relationship to promote and accelerate the academic cooperation and have decided to enter into this MoU and agree hereby as per articles given below:

1. GENERAL PROVISIONS

1.1. DEFINITIONS

- A. KUK means Kurukshetra University, Kurukshetra.
- B. IIHS-KUK means Institute of Integrated & Honours Studies, Kurukshetra University, Kurukshetra.
- C. TAOL means The Art of Living International Campus, Bengaluru.

1.2. RELATION BETWEEN THE Parties AND SCOPE

TAOL undertakes to impart specifically the following program:

Certificate course in "SELF DEVELOPMENT".

- 1.2.1 The program will be of 20 hours duration.
- 1.2.2 The Phase I of the program will be 15 hours. Phase I is proposed to be conducted offline.
- 1.2.3 The Phase II of the program, will spread over 5 hours. Phase II sessions may be conducted online or offline or in combination.
- 1.2.4 The classes and assessment may be conducted online or offline by mutual understanding of both Parties. Students, who are successful in the assessment and examinations conducted by TAOL shall be awarded with a certificate after completion of the programme. Certificate will bear the names of both the partnering institutions.
- 1.2.5 The Program may be offered to all the UG/PG students of KUK under this MOU, However, IIHS-KUK shall be the nodal centre for the implementation of this MOU.

1.3. OBJECTIVES OF MOU

- 1.3.1 Creating opportunities for youth to develop their interpersonal skills.
- 1.3.2 Enhancement of abilities of youth to handle stressful conditions.
- 1.3.3 Improvement in relationship between teachers and students.
- 1.3.4 Improvement in learning and research competency.
- 1.3.5 Increase student employability.

1.4. RESPONSIBILITIES OF THE FIRST PARTY

- 1.4.1 Principal, IIHS shall nominate one person with adequate accountability and responsibility to coordinate the programme. He/She would act as a single point of contact for the proposed programme.

- 1.4.2 Shall make available the existing infrastructure including IT infrastructure and class-room, required to conduct the programme subject to availability.
- 1.4.3 Shall extend all the support services and facilities, subject to availability & affordability, to TAOL during the conduct of the said programme.
- 1.4.4 Shall facilitate for notification of the admission to Certificate Course to its students. However, the course will be conducted, evaluated & awarded by the second Party- for interested students.

1.5. RESPONSIBILITIES OF THE SECOND PARTY

- 1.5.1 TAOL will design the Certificate Course and its contents as per the objectives of MOU and will request the first party to display for offering to its students with the terms and conditions as laid down in the MOU.
- 1.5.2 The sole responsibility of teaching component, assessment and awarding the certificate course shall be of second party.
- 1.5.3 Process the admission of the said program which includes issuing of advertisement for admission to the said program after seeking approval of the competent authorities of KUK.
- 1.5.4 Shall be responsible for conducting the classes as per requirement and also be responsible for counselling of students.
- 1.5.5 Shall provide suitable and experienced teachers for the Certificate Course, exclusive for offline/online training at the dates decided by the KUK.
- 1.5.6. Shall provide curriculum for the course well in advance.
- 1.5.7 Shall bear all expenses incurred on conducting the said course and KUK shall bear no cost for the same.
- 1.5.8. Shall conduct the assessment and examination of the candidates.
- 1.5.9. Program fee will be Rs. 2,000/- (Rupees two thousand only) per student for this Certificate Course. The Course shall be conducted in batches with a minimum batch size of 15 students and a maximum batch size of 50. The interested students will directly deposit the fee to TAOL.
- 1.5.10. On completion of admission process of each batch, the TAOL will pay the amount of 20% of fees, out of collected fees to the University towards infrastructural charges. After that the TAOL will submit the proof of deposit of 20% infrastructural charges alongwith the list of Students to the

Principal/Coordinator, IHS and Principal, IHS will verify the same.

1.5.11 In case, a batch of Certificate Course is not started by the Second party due to any reason in that semester, then full fees of those students, who have submitted their course fee, shall be refunded by the second party in full amount within 3 weeks of the decision in this regard.

2. MANAGEMENT, GOVERNING LAW & JURISDICTION

2.1 Management:

Principal, IHS and Director, Institutional Programmes TAOL will be responsible to workout operational details of cooperation between the two entities and ensure proper and effective implementation of this MoU.

2.2 Governance and Jurisdiction:

This MoU has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning of interpretation of this MoU.

This agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising under these terms and conditions shall be subjected to the jurisdiction of the courts of Kurukshetra (Haryana)

2.3 Arbitration

Both the parties shall use all reasonable endeavors to resolve or settle the disputes through mutual negotiation and discussion in connection with this MoU or the interpretation thereof. Any and all disputes, controversies and conflicts ("Disputes") arising out of this MoU between the parties or arising out of relating to or in connection with this MoU or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof which cannot be settled or resolved amicably shall be referred to arbitrator with the mutual consent of both the parties.

3. AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed.

A. On behalf of the first party, by the Registrar /competent authority, KUK.

B. On behalf of the second party, by the Director, Institutional Programs / competent authority, TAOL.

4. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS MoU

- 4.1. This MoU shall come into force from the date of signing.
- 4.2. This MoU shall be effective for a period of five years, but will be reviewed/renewed/modified (if needed) mutually by both the parties.
- 4.3. This MoU may be modified/amended by mutual written agreement at any time by either party upon written notification signed by the competent authority of both parties.
- 4.4. The modification/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.
- 4.5. The MoU may be terminated prematurely by either party with mutual agreement by giving prior notice. Such notification must be given to the other party at least three months in advance from the effective date of termination.
- 4.6. All joint activities not completed at the expiration of termination of the MoU may be continued until their completion i.e. till the end of that semester under the terms of this MoU. MoU shall come into force from the date of signing.

5. INTELLECTUAL PROPERTY RIGHTS

Ownership of the Course contents shall always be with TAOL, which should not be reproduced / copied, without written permission of TAOL. TAOL will have exclusive rights to use the contents for any other institute/University etc. at any time, even simultaneously during the period of this MoU.

6. BINDING EFFECT

The Partners agree that provisions contained in this MoU do not create any legal binding obligations between the partners, save for the Confidentiality and Termination Provisions in this MoU. This MOU is not a contract. This MOU is only intended to set out the broad terms of understanding on a preliminary basis between the parties. However, for the purpose of effectuating this MOU and to give legal and binding effect, the Parties may enter into and execute the detailed contracts detailing the responsibilities, rights, obligations, representations, warranties, undertakings, consideration/fees/compensation, etc.

7. ASSIGNMENT

This MOU cannot be assigned to any third party, without the prior written consent of the other party. This MOU does not confer any rights or benefits on any third party.

8. CONSEQUENCE OF BREACH AND PENALTIES

8.1. It shall be obligatory on part of either party to ensure timely assessment and facilitation as pre-approved work plan as agreed upon in the MoU

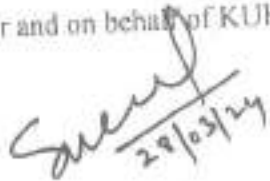
8.2. In the event of breach of any term and conditions of this agreement, either party shall have the right to terminate the agreement.

This MoU has been executed in three originals, two of which have been retained by the First Party and the other by the Second Party.

In WITNESS, WHEREAS, the parties have executed this MoU and they approve, accept and agree to terms contained herein.

9. SEAL OF PARTIES

For and on behalf of KUK


29/03/24


Dr. Sanjeev Nambiar
Registrar, KUK
Kuvempu University
Maddur, Taluk - 576 119.
(Signature of First Party)

Signed by Witnesses

1. 

2. 


For and on behalf of TAOL



Mr. Rajeev Nambiar
Director, Institutional Programs, TAOL
(Signature of Second Party)

Signed by Witnesses

1. 

2. 



KURUKSHETRA UNIVERSITY KURUKSHETRA

(Established by the State Legislature Act XII of 1956)
(*A+* Grade NAAC Accredited)

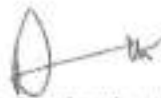
Minutes of meeting of the Committee constituted by the Dean Academic Affairs held on 16.01.2024 at 04:00 p.m. in the office of Dean Academic Affairs to consider an MoU between Kurukshetra University Technology Incubation Centre (KUTIC), Kurukshetra University, Kurukshetra and Cionlabs Pvt. Ltd., Bengaluru.

Members Present:

1. Dean Academic Affairs(in the Chair)
2. Nodal Officer, RUSA
3. Co-ordinator, KUTIC
4. Assistant Registrar, Academic Branch
(Director, IQAC could not attend the meeting)

The Committee discussed the proposed MoU which was submitted by the Co-ordinator, KUTIC, K.U.K. to be signed between Kurukshetra University Technology Incubation Centre (KUTIC), Kurukshetra University, Kurukshetra and Cionlabs Pvt. Ltd., Bengaluru. After detailed discussions, the Committee made some modifications in the draft MoU between Kurukshetra University Technology Incubation Centre (KUTIC), Kurukshetra University, Kurukshetra and Cionlabs Pvt. Ltd., Bengaluru.

Therefore, the Committee recommended that the draft MoU as at Annexure-I (CP-1 to 11) may be considered by the University authorities.



Dean Academic Affairs



Nodal Officer, RUSA



Co-ordinator, KUTIC



Assistant Registrar,
(Academic Branch)

**MEMORANDUM OF UNDERSTANDING
BETWEEN**



KURUKSHETRA UNIVERSITY, KURUKSHETRA HARYANA – 136 119
(Through Kurukshetra University Technology Incubation Centre (KUTIC))

and



CionLabs Private Limited

Affidavit



Indian-Non Judicial Stamp Haryana Government



Date : 18/01/2024

Certificate No. L0R2024A19



Stamp Duty Paid : ₹ 101

GRN No. 111882248



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

Deponent

Name : Nodal officer rusa

H.No/Floor : 0

Sector/Ward : 0

Landmark : Kurukshetra university

City/Village : Kurukshetra

District : Kurukshetra

State : Haryana

Phone : 95*****18



Purpose : AFFIDAVIT to be submitted at Kurukshetra university

The authenticity of this document can be verified by scanning this QR Code Through either phone or on the website <https://egrashry.nic.in>.

MEMORANDUM OF UNDERSTANDING BETWEEN

**KURUKSHETRA UNIVERSITY, KURUKSHETRA
AND
CIONLABS PRIVATE LIMITED**

This memorandum of understanding is signed on 13th day of the March month of the 2024 year between Kurukshetra University, Kurukshetra having its headquarters at Kurukshetra (Haryana)-136119, India, through its Kurukshetra University Technology Incubation Centre (KUTIC) (hereinafter called KUTIC) include his/her successor in office, legal representative and nominee as the **First Party**.

AND

CionLabs Private Limited (hereinafter called CionLabs) with its headquarter at FF-19, 1207/343, 9th Main, 7th Sector, HSR Layout, Bengaluru, Karnataka 560102, referred to as CionLabs include his/her successors in office, legal representative and nominee as the **Second Party**.

Nodal Officer (RUSA)

WHEREAS

The parties wish shared vision of fostering a dynamic and symbiotic partnership between academia and industry. This collaborative effort is driven by the recognition of the paramount importance of research, innovation, and development in advancing technology and society.

1. Objective(s) of MoU

- 1.1 To conduct relevant research in collaboration with the industry.
- 1.2 To facilitate technology transfer and licensing initiatives.
- 1.3 To promote entrepreneurship and provide support for startups.
- 1.4 To organize expert workshops and training sessions.
- 1.5 To host innovation challenges and hackathons.
- 1.6 To initiate pilot projects and facilitate prototyping.
- 1.7 To enhance skill development through targeted programs.
- 1.8 To engage student interns for collaborative projects.
- 1.9 To focus on the publication and dissemination of research outcomes.

2. Scope of MoU

Relevant Research in Collaboration with Industry

KUTIC and CionLabs will actively engage in collaborative research projects that address pressing challenges and opportunities within the IoT, Renewable Energy and Power Electronics. These joint efforts will draw upon the academic insights of KUTIC's researchers and the practical knowledge of CionLabs' experts, seeking innovative solutions with real-world applicability.


 Nodal Officer (TRUSA)
 Kurukshetra University,
 KURUKSHETRA-136119.



Technology Transfer and Licensing

KUTIC, as an established hub for cutting-edge research and innovation, will facilitate the sharing of technology, patents, and intellectual property developed during collaborative research with CionLabs. This sharing will enable the integration of novel research findings and advancements into CionLabs' products, services, and processes.

Entrepreneurship and Startup Support

KUTIC and CionLabs will provide a nurturing environment for startups and aspiring entrepreneurs. Through mentorship, incubation services, and access to relevant networks, KUTIC will support these ventures in their early stages, fostering their growth and commercialization potential.

Expert Workshops and Training

CionLabs will collaborate with KUTIC to conduct specialized workshops, seminars, and training sessions aimed at equipping students, researchers, and faculty members with practical industry insights, knowledge, and skills. These initiatives will empower the academic community to meet industry demands effectively.

Innovation Challenges and Hackathons

KUTIC and CionLabs will organize innovation challenges and hackathons, inviting students, researchers, and professionals to tackle specific problem statements and explore creative solutions. These events will encourage cross-disciplinary collaboration and stimulate a culture of innovation.

Pilot Projects and Prototyping

CionLabs will have access to KUTIC's state-of-the-art laboratories and research facilities and vice-versa to conduct pilot projects and develop prototypes. This access will facilitate rapid prototyping and proof-of-concept testing for new product ideas and technological advancements.

Enhance Skill Development

Both the parties to facilitate skill development programs, workshops, and training sessions to equip students, researchers, and professionals with the relevant knowledge and competencies required to excel in the ever-evolving technological landscape. CionLabs and KUTIC shall explore the establishment of a joint lab within the premises of KUK, aimed at training students with industry-relevant skills to enhance their employability.


Nodal Officer (RUSA)
Kurukshetra University,
KUK



Promote Knowledge Sharing

Foster an open and transparent exchange of ideas, best practices, and technological advancements between KUTIC's academic community and CionLabs' experts, creating a vibrant learning environment for both parties.

Student Interns

CionLabs agrees to offer opportunities for qualified students from KUTIC to undertake internships at their facilities. These internships aim to provide students with valuable industry exposure and practical experience.

Publication and Dissemination

Both parties will collaborate on research publications, whitepapers, and technical reports to share their findings with the broader academic and industry community. Proper attribution and acknowledgment of each other's contributions will be ensured in all joint publications.

Any Other Areas of Mutual Interest

Both parties may explore and engage in additional collaborative activities that are of mutual interest, as and when such opportunities arise during the term of this MoU.

3. MANAGEMENT, GOVERNING LAW & JURISDICTION

3.1. MANAGEMENT

KUTIC's Responsibilities

a. Research Facilitation: KUTIC will facilitate and promote research activities in relevant fields, encouraging faculty members and researchers to engage in collaborative projects with CionLabs. KUTIC will provide access to its state-of-the-art laboratories, research facilities, and expertise to support joint research initiatives.

b. Technology Sharing: KUTIC will identify promising technologies, patents, and intellectual property that may be of interest to CionLabs. The center will facilitate the transfer of these innovations to CionLabs, ensuring a seamless integration into their product development and business strategies.

c. Startup Incubation and Support: KUTIC will extend its incubation services and mentorship programs to startups and entrepreneurs. The center will provide guidance


Nodal Officer (RUSA)
Kurukshetra University



in areas such as business development, market validation, and fundraising to nurture the growth of these ventures.

d. Skill Development and Training: KUTIC will organize workshops, seminars, and training sessions aimed at equipping CionLabs' staff and associates with relevant knowledge, skills, and industry insights. These initiatives will bridge the gap between academia and industry, enhancing the employability of participants.

e. Publication and Dissemination: KUTIC will collaborate with CionLabs on research publications and technical reports resulting from joint projects. Both parties will appropriately credit each other's contributions in these publications and disseminate the findings to the wider academic and industrial communities.

f. There shall be no financial liability on the part of KUTIC or the first party.

CionLabs' Responsibilities

a. Collaborative Research: CionLabs will actively participate in joint research initiatives with KUTIC, contributing its industry expertise, practical insights, and resources to advance the research projects. CionLabs will work closely with KUTIC's researchers to identify research areas aligned with their business needs.

b. Technology Adoption and Commercialization: CionLabs will explore opportunities to adopt and integrate cutting-edge technologies and research outcomes from KUTIC into its products, services, and processes. The company will actively pursue commercialization avenues for these innovations.

c. Support for Startups: CionLabs will actively engage with startups incubated at KUTIC, providing mentorship, domain-specific guidance, and potential market access. CionLabs will support these startups in their journey from concept validation to market entry.

d. Contribution to Skill Development: CionLabs will participate in skill development programs conducted by KUTIC, contributing its expertise through presentations, workshops, and knowledge-sharing sessions. This will enrich the academic curriculum and enhance the skillset of students and researchers.

e. Intellectual Property and Confidentiality: CionLabs will respect and adhere to the intellectual property and confidentiality agreements as per the terms defined in the MoU. The company will take appropriate measures to protect sensitive information shared during the collaboration.


 Nodal Officer (R&S)
 Kurukshetra University,
 KURUKSHETRA-136119



Joint Responsibilities

- a. Regular Communication and Reporting:** Both parties will maintain regular communication channels to exchange progress updates, discuss project milestones, and address any challenges that may arise during the collaboration.
- b. Ethical Compliance:** KUTIC and CionLabs will conduct all activities within the bounds of ethical principles, legal regulations, and institutional policies, ensuring the integrity and credibility of the collaborative efforts.
- c. Promotion of Collaboration:** Both parties will actively promote and celebrate the outcomes of the collaboration through appropriate channels, acknowledging the partnership's success and reinforcing the value of academia-industry cooperation.
- d. Adaptability and Flexibility:** KUTIC and CionLabs will remain flexible and open to adjusting the scope of collaboration based on changing circumstances or emerging opportunities, ensuring the relevance and impact of joint initiatives.

3.2. GOVERNING LAW & JURISDICTION

This MoU has been executed in English language, which shall be the binding and controlling language for all matters related to the meaning of interpretation of this MoU. This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under these terms and conditions shall be subjected to the jurisdiction of the courts of Kurukshetra (Haryana)

4. AUTHORISED REPRESENTATIVES

- 4.1.** Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed.
- a). On behalf of the First Party, by the Nodal Officer, RUSA, KUK
- b). On behalf of the second Party, by the Managing Director, CionLabs Private Limited.

5. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS MoU

- 5.1.** This MoU shall come into force from the date of signing i.e. 13th March 2024


Nodal Officer (RUSA)
Kurukshetra



- 5.2. This MoU shall be effective for a period of FIVE years, but can be reviewed/renewed/modified(if needed) mutually by both the parties.
- 5.3. This MoU may be modified/amended by mutual written consent at any time by either party upon written notification signed by the competent authority of the parties.
- 5.4. The modification/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise consented to.
- 5.5. The MoU may be terminated prematurely by either party with mutual consent by giving prior notice. Such notification must be given to the other party at least three months in advance from the effective date of termination.
- 5.6. All joint activities not completed at the expiration of termination of the MoU may be continued until their completion under the terms of this MoU shall come into force from the date of signing.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

Confidentiality

Both Kurukshetra University Technology Incubation Center (KUTIC) and CionLabs recognize the critical importance of maintaining confidentiality in all aspects of their collaborative efforts. Throughout the duration of this Memorandum of Understanding (MoU) and any subsequent agreements, the following principles shall govern the handling of confidential information:

a. Definition of Confidential Information: The term "Confidential Information" refers to any non-public information, data, trade secrets, research findings, proprietary knowledge, or other materials disclosed by either party (Disclosing Party) to the other party (Receiving Party) in the course of their collaboration. Confidential Information may be provided verbally, in writing, electronically, or in any other tangible or intangible form.

b. Obligations of the Receiving Party: The Receiving Party shall treat all Confidential Information received from the Disclosing Party with the utmost care and shall use it solely for the purpose of fulfilling the objectives of this collaboration.


Nodal Officer (RUSA)



The Receiving Party agrees not to disclose, reproduce, or use Confidential Information for any other purposes without the prior written consent of the Disclosing Party.

c. Exceptions to Confidentiality: The obligations of confidentiality shall not apply to information that is:

i. Already in the public domain at the time of disclosure or becomes public through no fault of the Receiving Party.

ii. Independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

iii. Required to be disclosed by law, regulation, or court order, provided that the Receiving Party promptly notifies the Disclosing Party of such a requirement to allow for protective measures.

d. Duration of Confidentiality Obligations: The obligations of confidentiality shall remain in effect for a period of 2 years after the termination of this collaboration, as determined in the "Duration and Termination" section of this MoU.

Intellectual Property

a. **Ownership of Pre-existing Intellectual Property:** Each party shall retain ownership of its pre-existing intellectual property (IP), including patents, copyrights, trademarks, trade secrets, and any other proprietary rights held prior to the collaboration.

b. **IP Developed During the Collaboration:** Any new intellectual property that is jointly developed during the collaboration shall be subject to mutual agreement by both parties. The ownership, use, and licensing rights for such jointly-developed IP will be addressed through separate agreements, as necessary, to ensure fair and equitable distribution of rights.

c. **Use of IP for the Collaboration's Objectives:** Both parties grant each other a non-exclusive, royalty-free license to use the pre-existing IP solely for the purpose of fulfilling the objectives of this collaboration. Such usage must align with the scope of work defined in this MoU.


Nodal Officer (RUSA)
Kurukshetra University,
KURUKSHETRA-136119.



d. Protection of IP Rights: Both parties commit to taking appropriate measures to protect each other's IP rights. This includes promptly notifying the other party in the event of any unauthorized use, disclosure, or infringement of their IP.

e. Publication and Intellectual Property: In cases where joint research findings are to be published, both parties shall cooperate to determine the appropriate handling of intellectual property rights and authorship credits in accordance with academic and industry standards.



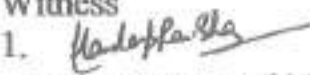
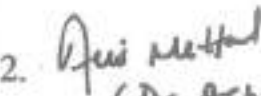


7. ARBITRATION

Both the parties shall use all reasonable endeavors to resolve or settle the disputes through mutual negotiation and discussion in connection with this MoU or the interpretation thereof. Any and all disputes, controversies and conflicts ("Disputes") arising out of this MoU between the parties or arising out of or relating to or in connection with this MoU or the performance or non-performance of the rights and obligations set forth herein or the breach termination, invalidity or interpretation thereof which cannot be settled or resolved amicably shall be referred to arbitrator with the mutual consent of both the parties.


Nodal Officer (RUSA)
Kurukshetra University,
KURUKSHETRA-136119.



8. SEAL OF PARTIES

<p>Signed and Delivered for and on behalf of Kurukshetra University Signature</p>  <p>Name: Prof. Anil Kumar Nodal Officer (RUSA) Kurukshetra University, KURUKSHETRA-135119.</p>	<p>Signed and Delivered for and on behalf of CionLabs Private Limited Signature</p>  <p>Name: Dr. Sanjay Ahuja Designation: Managing Director</p>
<p>Witness</p> <p>1.  (DR. HARDEEP RAI SHARMA)</p> <p>2.  (Dr Ashwani Mittal)</p>	<p>Witness</p> <p>1.  (Dr. Ruchi)</p> <p>2.  (Mr Manoj Sharma)</p>



Indian Council
of World Affairs



MEMORANDUM OF UNDERSTANDING

Between

**INDIAN COUNCIL OF WORLD
AFFAIRS SAPRU HOUSE,
BARAKHAMBA ROAD,
NEW DELHI**

And

**KURUKSHETRA UNIVERSITY
KURUKSHETRA, HARYANA**

Indian Council of World Affairs (ICWA) is a Society registered under the Societies Act of 1860, with its registered office at Sapru House, Barakhamba Road, New Delhi and an institution of national importance as per the ICWA Act, 2001.

Kurukshetra University, Kurukshetra referred to as KUK here after, is a multidisciplinary NAAC accredited A+ university that was established in 1956 as a unitary residential University and its foundation stone was laid by late Dr. Rajendra Prasad, the first President of India. Located in the city of Kurukshetra, its campus is situated on the western bank of Brahm Sarover (the holy tank) and extends over an area of over 400 acres. Starting with only the Department of Sanskrit, it has grown into a multi-faculty University as one of the premier centres for advanced study and research in the region.

ICWA and KUK are desirous of working together in pursuit of their goal of expanding awareness and knowledge on international affairs and Indian foreign policy.

ICWA and KUK, in terms of this Memorandum of Understanding have agreed to join hands to organise studies and seminars on agreed topics on international affairs and Indian foreign policy, under the auspices of KUK and ICWA.

Accordingly, both the Parties have agreed to collaborate in the following manner:

1. For the purposes of organizing joint events, KUK will act as Facilitator to ICWA in coordinating with Universities, Academic institutions, industrial bodies located in Haryana.
2. The Parties shall undertake joint studies through mutually agreed modalities on issues of common interest, subject to availability of adequate funding and resource persons.
3. If requested by KUK, ICWA will consider offering internship to students of KUK aimed at building their capacity/skills in international affairs and foreign policy. The number of interns will be fixed by ICWA taking into consideration availability of space and resources at ICWA. The internship will be non-paid.

4. Where ICWA decides to make financial contribution to KUK, following terms and conditions will apply:-

When ICWA is partner in any event:

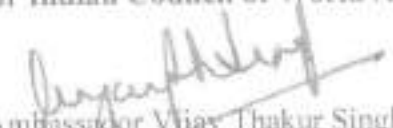
- a) Due credit will be given by the organizers to ICWA while publishing its publicity materials, banners, on the venue etc.
- b) A set of papers related with conference proceedings will be provided to ICWA and, thereafter, the details of the proceedings of the conference will also be sent to ICWA by KUK immediately after the event.
- c) ICWA will be represented by Research Fellow who will present the ICWA's Foreign Policy Awareness Programme to the participants of the events. Cost of travel of ICWA representative will be borne by ICWA but logistical

arrangements must be made by KUK.

- 4
- d) Sixty per cent (60%) of the sanctioned grant would be released/sent on confirmation in writing of the conditions mentioned above (i.e. before the event) to the Kurukshetra University's account number.
 - e) The balance will be released after the submission of itemized certified statement of expenditure accompanied by relevant receipts/vouchers within 30 days of completion of the event. A separate Utilization Certificate and Seminar Report must accompany the statement upon conclusion of the said event to enable ICWA to settle the invoice finally and fully.
5. Unless mutually agreed to otherwise, ICWA agrees to give a grant of up to Rs. 200,000/- (Rupees Two Lakhs only) to KUK for covering expenses on holding of each event that both parties have mutually agreed upon, which will be held during the validity of this MOU and will disburse the sum in two installments, as per terms and conditions described above (a-c).
6. The focal point for action in pursuance of this Memorandum of Understanding will be the Director General of the ICWA and the Vice Chancellor, KUK. They may delegate and assign tasks to any of their own members tasks as determined by them for organizing a specific mutually agreed event.
7. This Memorandum of Understanding will be valid for a period up to three years commencing from the date of signing of MOU. It may be extended by mutual agreement in writing for further periods.

In witness of the above arrangement, both Parties have affixed their signatures hereto on the 7th day of May 2024.

For Indian Council of World Affairs,


(Ambassador Vijay Thakur Singh)
Director General
ICWA

New Delhi

For Kurukshetra University,


(Professor Som Nath Sachdeva)
Vice Chancellor
Kurukshetra University

Kurukshetra

KURUKSHETRA UNIVERSITY KURUKSHETRA
(Established by the State Legislature Act XII of 1956)
(‘A++’ Grade NAAC Accredited)

Minutes of meeting of the Committee constituted by the Dean Academic Affairs held on 19.04.2024 at 12:30 p.m. in the office of Dean Academic Affairs to consider an MoU between UIET, Kurukshetra University, Kurukshetra and ISKCON Kurukshetra, Kurukshetra.

Members Present:

1. Dean Academic Affairs, K.U.K.(in the Chair)
2. Director, IQAC
3. Director, UIET & Dean, Engg. & Tech.
4. Deputy Registrar, Academic Branch

The Committee discussed the proposed MoU which was submitted by the Director, UIET, K.U.K. to be signed between UIET, Kurukshetra University, Kurukshetra and ISKCON Kurukshetra, Kurukshetra. After detailed discussions, the Committee made some modifications in the draft MoU between UIET, Kurukshetra University, Kurukshetra and ISKCON Kurukshetra, Kurukshetra.

Therefore, the Committee recommended that the draft MoU as at Annexure-I (CP-1 to 4) may be considered by the University authorities.


Dean Academic Affairs


Director, IQAC


Director, UIET & Dean, Engg. & Tech.


Deputy Registrar, (Academic)

Affidavit



Indian-Non Judicial Stamp Haryana Government



Date : 06/05/2024

Certificate No. L0F2024E79



Stamp Duty Paid : ₹ 101

GRN No. 116294830



Penalty :

₹ 0

Haryana Govt.

Deponent

Name : Director Uiet

H.No/Floor : 0

Sector/Ward : 0

Landmark : Kuk

City/Village : Kurukshetra

District : Kurukshetra

State : Haryana

Phone : 81*****77



Purpose : AFFIDAVIT to be submitted at Kurukshetra university kurukshetra

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING BETWEEN

UIET, KURUKSHETRA UNIVERISTY, KURUKSHETRA
AND

ISKCON KURUKSHETRA, KURUKSHETRA

The MOU is made on the 20th day of May month in the year 2024 at Kurukshetra, Haryana between UIET, Kurukshetra University (hereinafter called KUK) include his/her successor in office, legal representative, nominee, and assignee as the **First Party**.

AND

ISKCON Kurukshetra, Kurukshetra (hereinafter called ISKRK) with its headquarters at Kurukshetra include his/her successor in office, legal representative, nominee and assignee as the **Second Party**.

WHEREAS

The parties wish to establish a friendly relationship to promote and accelerate the academic cooperation and have decided to enter into this MoU and agree hereby as per articles given below.

GENERAL PROVISIONS

1. DEFINITIONS

- "KUK" means Kurukshetra University, Kurukshetra
- "ISKRK" means ISKCON Kurukshetra, Kurukshetra
- "UIET-KUK" means University Institute of Engineering & Technology, Kurukshetra University, Kurukshetra

2. RELATION BETWEEN THE PARTIES AND SCOPE

ISKCON Kurukshetra undertakes to impart Introductory Knowledge of Gita through lecture series and workshops in UIET-KUK for coverage of contents Universal Human Values-II course of UIET

- The workshop will be of 4 sessions
- The sessions may be conducted online or offline by mutual understanding of both Parties.
- The students may be encouraged to participate in optional educational trips as per KUK guidelines to sites related to the culture and tradition under Indian Knowledge System
- The interested students may be encouraged to participate in optional regular discussions related to Gita and spirituality.

ISKRK Support

- Shall be responsible for conducting the classes as per curriculum and also be responsible for counselling of students.
- **Shall bear all expenses incurred on conducting the said program and KUK shall bear no cost for the same.**

UIET-KUK

- Shall communicate and encourage students to participate in the lecture series and workshop.
- Shall provide suitable venue for conducting the sessions.
- Shall provide suitable venue to ISKRK for discussions with the interested students post workshop.

3. MANAGEMENT, GOVERNING LAW & JURISDICTION

MANAGEMENT

The Registrar, KUK and President, ISKRK will be responsible to work out operational details of co-operation between the two entities and ensure proper and effective implementation of this MoU.

GOVERNING LAW & JURISDICTION

This MoU has been executed in English language, which shall be the binding and controlling language for all matters related to the meaning of interpretation of this MoU.

This agreement shall be governed by and construed in accordance with the laws of India and dispute arising under these terms and conditions shall be subjected to the jurisdiction of the courts of Kurukshetra.

4. LOCATION

Workshop implementation and lecture series arising under this MoU shall be performed by both the parties from their head offices.

5. AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this MoU may be taken or executed.

- A. On behalf of the first party, by the Registrar/competent authority, KUK.
- B. On behalf of the second party, by the President/competent authority, ISKRK.

6. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS MoU

1. This MoU shall come into force from the date of signing.
2. This MoU shall be effective for a period of five years, but will be reviewed/renewed/modified (if needed) mutually by both the parties.
3. This MoU may be modified/amended by mutual written agreement at any time by either party upon written notification signed by the competent authority of the party.
4. The modification/changes shall become part of the MoU and shall be effective from the date on which they are made/executed unless otherwise agreed to.

- 5. The MoU may be terminated prematurely by either party with mutual agreement by giving prior notice. Such notification must be given to the other party at least three months in advance from the effective date of termination.
- 6. All joint activities not completed at the expiration of termination of the MoU may be continued until their completion under the terms of this MoU shall come into force from the date of signing.

7. INTELLECTUAL PROPERTY RIGHTS

Ownership of the Program/Course content shall remain with UIET, KUK and any delivered material solely prepared by ISKRK i.e any written/ printed material, any CD etc., will be under intellectual property right of ISKRK.

8. CONSEQUENCE OF BREACH AND PENALTIES

- 1. It shall be obligatory on part of either party to ensure timely assessment and facilitation as per the pre-approved work plan as agreed upon in the MoU.
- 2. In the event of breach of any term or conditions of this agreement, either party shall have the right to terminate the agreement.
- 3. This MoU has been executed in three originals, two of which have been retained by the First Party and the other by the Second Party.
- 4. In WITNESS WHEREOF, the parties have executed this MoU and repent that they approve, accept and agree to terms contained herein.

9. SEAL OF PARTIES

For and on behalf of KUK

Smeeta
20/05/24

REGISTRAR
Registrar, KUK University
(Signature of First Party)

For and on behalf of ISKRK

(Signature of Vice-President)

Vice-President, ISKCON Kurukshetra
(Signature of Second Party)

Smeeta
20/05/24
Signed by Witnesses

Pushpendra
20/05/24
Signed by Witnesses

CP-2

KURUKSHETRA UNIVERSITY KURUKSHETRA
(Established by the State Legislature Act XII of 1956)
(*A+* Grade NAAC Accredited)

Minutes of meeting of the Committee constituted by the Hon'ble Vice-Chancellor held on 02.08.2023 at 3:00 p.m. in the office of Dean Academic Affairs regarding MoU between Universiti Sains Malaysia (represented by School of Electrical & Electronics Engineering) and Kurukshetra University Kurukshetra (represented by University Institute of Engineering and Technology).

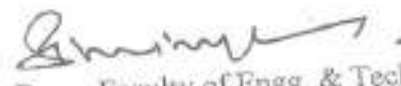
Members Present:

1. Dean Academic Affairs(in the Chair)
2. Dean, Faculty of Engg. & Tech/Director, UIET
3. Director, IQAC
4. Incharge, CSE Dept., UIET
5. Assistant Registrar, Academic Branch

The Committee discussed the proposed MoU submitted by the Director, UIET, K.U.K. to be signed between Universiti Sains Malaysia (represented by School of Electrical & Electronics Engineering) and Kurukshetra University Kurukshetra (represented by University Institute of Engineering and Technology). After detailed discussions, the Committee made some modifications in the proposed MoU to be signed between Universiti Sains Malaysia (represented by School of Electrical & Electronics Engineering) and Kurukshetra University Kurukshetra (represented by University Institute of Engineering and Technology).

Therefore, the Committee recommended that the draft MoU as at Annexure (1 to 7 pages) may be considered by the University authorities.


Dean Academic Affairs


Dean, Faculty of Engg. & Tech/
Director, UIET


Director, IQAC


Incharge, CSE Dept., UIET


Assistant Registrar,
(Academic Branch)



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
MENARA HASIL
PERSIARAN RIMBA PERMAI
CYBER 8, 63000 CYBERJAYA
SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE



(Sila lekatkan sijil setem ini ke atas surat cara sebagi bukti penyeteraman)
Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method* FPX TRANSACTIONS
No. Adjudikasi *Adjudication No.* G01DCD661CXP009 (SALINAN 1/1)
Jenis Surat Cara *Type Of Instrument* MEMORANDUM OF UNDERSTANDING
SURAT CARA UTAMA
Tarikh Surat Cara *Date Of Instrument* 23/08/2023
Balasan *Consideration* RM 0.00
Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*
UNIVERSITI SAINS MALAYSIA
Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*
KURUKSHETRA UNIVERSITY, KURUKSHETRA
Butiran Harta / Suratcara *Property / Instrument Description*



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:
This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem / Stamp Certificate No.	P1090A280928961
Tarikh Penyeteraman / Date of Stamping	17/10/2023
Duit Setem Dikendalikan / Amount of Stamp Duty	RM 18.00
Penalti Power	RM 0.00
Pelaksanaan / Execution	RM 0.00
Jumlah Dibayar / Total Amount Paid	RM 18.00
Indeks / Index (Muz Setem 3945)	Seksyen 12

Pemungut Duit Setem

No. Kelulusan Perbendaharaan Treasury Approval No. : KK0380/10900-2/1/2(80)

Tarikh Cetak / Printed Date : 17/10/2023 05:54:45

Pengecualan keutuhan Sijil Setem ini boleh dipadankan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

Final

DUPLICATE



MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITI SAINS MALAYSIA

(represented by its School of Electrical and Electronics Engineering)

AND

KURUKSHETRA UNIVERSITY, KURUKSHETRA

(represented by its University Institute of Engineering And Technology)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made this 23 day of August, 2023 (hereinafter referred to as "MoU");

BETWEEN

UNIVERSITI SAINS MALAYSIA, a public institution of higher learning established under the Universities and University Colleges Act 1971 and for the purpose of this MoU is represented by its School of Electrical and Electronics Engineering, with its main address at Level 6, Chancellery Building, Universiti Sains Malaysia, 11800 USM, Penang, Malaysia (hereinafter referred to as "USM"), of the first part;

AND

KURUKSHETRA UNIVERSITY, KURUKSHETRA a public (state) university and for the purpose of this Agreement is represented by its University Institute of Engineering & Technology, with its main address at Kurukshetra-136119, Haryana, India (hereinafter referred to as "KUK"), of the second part.

(USM and KUK shall hereinafter be referred to collectively as "Parties" and individually as "Party", where the context so requires)

WHEREAS:-

- A. USM is Malaysia's premier research university which strives to enhance and strengthen its educational programs and has taken various initiatives to complement its educational excellence. With its research and teaching facilities, experience, and a multi-disciplinary team of experts from among its staff members, USM has entered into various collaborative arrangements with other parties in its efforts to enhance its research content and strengthen its industrial networking.
- B. KUK is one of the premier educational institutions of India. It is a multidisciplinary NAAC accredited A+ University that was established in 1956. KUK offers large number of graduate, post-graduate and research based programs in traditional and new subjects and in both the online and offline modes. It provides high quality learning experience through a blend of class room and field based teaching. KUK has signed various Memorandums of Understanding with other national and international parties for the knowledge building, learning, training and placement of their students.
- C. The Parties are desirous of entering into this MoU to declare their mutual intentions to establish collaboration and explore opportunities to develop, support and enrich the research, educational and training programs in the fields that will be beneficial to both Parties.
- D. Based on the principles of equity and reciprocity, this MoU sets out the general framework for the establishment of an academic link and cooperation between the Parties and to facilitate the detailed discussions on the scope of the academic link and cooperation.

NOW IT IS HEREBY UNDERSTOOD as follows:

1. **Scope and Fields of Linkages and Cooperation**

1.1 Subject to their respective laws, constitution, regulations and/or policies from time to time in force, the Parties will endeavour to take necessary steps to promote, develop and establish the research, education and training programs co-operation in the following fields:-

- (a) exchange of students and/or staff;
- (b) joint academic programs;
- (c) joint research and development programs;
- (d) joint workshops and training programs;
- (e) exchange of publication; and
- (f) any other academic linkages and cooperation that will be mutually identified and agreed by the Parties from time to time.

1.2 This MoU shall form the basis of consensus for the Parties to examine the feasibility of the cooperation stated in clause 1.1 (hereinafter referred to as "Programs") until such time when a specific written agreement(s) (hereinafter referred to as "Specific Agreement") is entered into by the Parties in respect of the Programs, upon terms and conditions to be mutually agreed upon.

1.3 For the purpose of examining the feasibility of the Programs and implementing the Programs, USM and KUK shall be led by the following researchers respectively:

- For USM : Prof. Ir. Dr. Nor Ashidi Bin Mat Isa
- For KUK : Director of the UIET Institute

Each researcher from USM and KUK may appoint such other researcher or researchers to assist in the implementation of any of the Programs.

2. **Financial Arrangements**

The Parties agree that this MoU shall not impose any financial commitments on either Party. All financial arrangements for any of the Programs under this MoU, if any, will be decided through mutual agreement in writing prior to the program, depending upon the availability of funds.

3. **Confidentiality**

3.1 Neither Party shall at any time publish or, disclose to any third party the contents of this MoU or any Confidential Information of the other Party acquired pursuant to this MoU without the written consent of the other Party.

3.2 For the purpose of this MoU, "Confidential Information" means any and all technical and non-technical information including patent, copyright, trade secret, know-how and proprietary information, techniques, sketches, drawings, diagrams, methods, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to a technology or invention, and includes, without limitation, its respective information concerning research, experimental work, development, design

details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer list, business forecasts, sales and merchandising and marketing plans and information designated in writing to be confidential or by its nature intended to be for the sole knowledge of the receiving party or if orally given in the circumstances of confidence or confirmed promptly in writing as having been disclosed as confidential or proprietary for the purpose of this MoU; that is conveyed by the disclosing party to the receiving party, in written, oral, digital, magnetic, photographic and/or whatsoever forms.

3.3 The obligations of the Parties under this clause 3 shall survive and remain binding on the Parties for a period of five (5) years from the expiry or the earlier termination of this MoU (as the case may be) or, the expiry or the earlier termination of the renewed period (as the case may be) as provided in clause 5.3 herein.

4. Non-Binding Nature of the MoU

Save and except for clause 3 and clause 12 herein, this MoU shall not create any enforceable right or any binding obligations on either Party under domestic or international laws and the Parties shall not be legally bound until and unless a Specific Agreement for each or any of the Programs has been negotiated, approved, executed and delivered by the Parties.

5. Validity, Termination and Renewal of the MoU

5.1 This MoU is valid and shall remain in effect for five (5) years from the date of signing unless terminated by one of the Parties.

5.2 Either Party may terminate this MoU by giving three (3) months' written notice to the other Party.

5.3 This MoU may be renewed upon the mutual agreement of both Parties.

6. Notices

Any notice or communication between the Parties shall be delivered to the addresses as hereinbefore appearing or sent to the facsimile number or emailed to the Party concerned.

7. Variation

The terms stipulated in this MoU shall not be amended, altered, changed or otherwise modified without the mutual consent of the Parties and such amendments, alterations, changes and modifications shall be made in writing and signed by the Parties. The variation made under this clause 7 will take effect on such date as may be determined by the Parties.

8. Dispute Resolution

Any disputes, controversies, or differences arising out of or in connection with this MoU, including its implementation and interpretation, must be resolved by way of discussions and negotiations with a view to an amicable settlement and mutual benefit of both Parties, without reference to any third party or, local or international tribunal.

9. **Governing law**

Visiting/collaborating students and faculty members shall abide by the codes of conduct of the host institution and the host institution's country.

10. **No Agency**

Nothing contained herein is to be constituted as a joint-venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

11. **Assignment**

Unless otherwise agreed in writing, both Parties shall not transfer or assign all or any of their rights, obligations, interests or benefits hereunder to any third party.

12. **Name, Official Emblem and Logo**

12.1 Neither Party shall use, nor permit any person or entity to use the name, acronym, official emblem, logo, trademark (or any variation thereof) or other Intellectual Property (hereinafter referred to as "Brand Materials") that is/are identified with or belongs to the other Party on any publication, document, paper, audio or visual presentation, or for publicity purposes.

12.2 Any use of the Brand Materials for the purposes stated in clause 12.1 above shall first obtain the written consent of the other Party and shall comply with all conditions set by the other Party on the use of its Brand Materials.

13. **Language of MoU**

If this MoU is translated into another language, both texts would be deemed to be authentic, but the English text would prevail in the event of a dispute.

14. **Counterparts**

This MoU may be executed in any number of counterparts and each such counterpart shall constitute an original of this MoU. This MoU shall not be effective until each Party has executed at least one counterpart.

15. **Non-Discrimination**

USM and KUK agree not to discriminate against any person because of age, sex, national origin, race, ancestry, colour, religious creed, disability or handicap, and sexual orientation. Neither institution shall impose criteria for the exchange of staff and students that would violate the principles of non-discrimination.

16. **E-Communication**

The Parties acknowledge and agree that electronic communication is an acceptable method of correspondence and communicating information between the Parties without having to communicate the same on paper. Any communication and subsequent electronic signature

that has been sent or signed in the past, present, or future between the Parties will hold the same force and effect as a document signed and inked on paper.

17. Mutual Cooperation and Relationship

The Parties realize that it is not feasible to adequately foresee and address every issue involving the collaboration of the Parties herein. Hence the Parties shall use their best endeavours to realize their expertise in carrying out the steps and measures necessary for furthering their mutual interest under this MoU in accordance with the spirit of close cooperation and mutual assistance.

[next page is the signing page]

IN WITNESS WHEREOF USM and KUK have hereunto executed this Memorandum of Understanding on the date and year first above written:

SIGNED BY
For and on behalf of

UNIVERSITI SAINS MALAYSIA



PROF. DATO' IR. DR. ABDUL RAHMAN
MOHAMED, FASc
Vice-Chancellor

SIGNED BY
For and on behalf of

KURUKSHETRA UNIVERSITY, KURUKSHETRA



REGISTRAR
Kurukshetra University

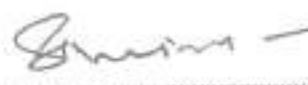
DR. SANJEEV SHARMA, 119,
Registrar

In the presence of:



PROFESSOR IR. TS. DR. SHAHREL AZMIN SUNDI @
SUANDI
Dean
School of Electrical and Electronics Engineering

In the presence of:



DR. SUNIL DHINGRA
Director
University Institute of Engineering and Technology



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Annexure Page
(9 of 14)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS RIAU
AND
KURUKSHETRA UNIVERSITY, INDIA**

**ON ACADEMIC COLLABORATION TO FOSTER INTERNATIONAL
COOPERATION
IN EDUCATION AND RESEARCH**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on the 25th day of September 2023.

BETWEEN

UNIVERSITAS RIAU, a public institution of higher education in Indonesia, hereafter "UNRI", established by the Decree of the Minister of Education and Culture on September 2, 1961 with a registered Rectorship address on Jalan Teuku Nyak Arief, Darussalam, Banda Aceh, Aceh (23111), Indonesia.

AND

KURUKSHETRA UNIVERSITY, is a multidisciplinary NAAC accredited A+ university that was established in 1956. The university offers large number of graduate, post-graduate and research based programmes in traditional and new subjects and in both the online and offline modes. It provides high quality learning experience through a blend of class room and field based teaching and (hereinafter referred to as "KUK") of the other part.

Both participating institutions are referred to collectively, as "Parties" or individually as "Party".

Furthermore, both Parties initially would like to clarify the terms used herein as the following:

- A. **UNRI** is a state and the oldest public university outside Java Island and one of the prominent universities in Indonesia. It is a leading university with a reputation as an outstanding academic institution in science, technology, and arts in Indonesia, implementing and fostering various collaborative arrangements with many international counterparts as well as local and national stakeholders.
- B. **KUK**, is one of the premier educational institutions in India.

The **Parties** have agreed and reached an understanding on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate the ties of friendship between the two Institutions and their countries on the following matters:

ARTICLE 1 GENERAL PURPOSE

The **Parties**, subject to the terms of this MoU and the laws, rules, regulations and national policies enforced in each **Party's** country, will endeavor to strengthen, promote, and develop cooperation between the **Parties** on the basis of equality and mutual benefit.

ARTICLE 2 AREAS OF COOPERATION

Both parties agree to encourage the following activities, in particular to promote international academic cooperation on:

- a. Exchange of materials in education and research, publications, and academic information;
- b. Exchange of faculty and research scholars;
- c. Conduct joint research and meetings for education and research; and
- d. Exchange of undergraduate and graduate students.

ARTICLE 3 FINANCIAL AGREEMENTS

- (1) This MoU shall not give rise to any financial obligation by one **Party** to the other.
- (2) Each **Party** shall bear its own cost and expenses in relation to this MoU.

ARTICLE 4 EFFECT OF MEMORANDUM OF UNDERSTANDING

- (1) This MoU shall be applicable to educational and research organizations attached to each party.
- (2) This MoU constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this agreement.
- (3) This MoU is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process for academic, research, and outreach activities.
- (4) All programs, projects and activities created under this MoU shall be defined and expressed in a separate Memorandum of Agreement or as an appendix to an existing Memorandum of Agreement. Prior to commencement of any such activities, all relevant aspects, including funding and obligation shall be mutually agreed.

ARTICLE 5 NO AGENCY

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the **Parties** or so to constitute either **Party** as the agent of the other.

**ARTICLE 6
ENTRY INTO THE EFFECT, DURATION, AND TERMINATION**

- (1) This MoU will come into effect on the date of signing of both parties, or if the dates vary, then the date of the latter signature.
- (2) This MoU shall remain in effect for a period of 5 (five) years.
- (3) This MoU may be extended for a further period under the agreement put in writing by both **Parties** or terminated by either **Party** via a written notice within at least 6 (six) months.
- (4) The termination of this MoU shall not affect the validity of duration of any arrangements, activities, or programs which have been agreed upon to the date of the termination, unless the **Parties** agree otherwise. Therefore, activities in progress at the time of the termination shall be permitted to conclude as planned unless otherwise agreed.

**ARTICLE 7
REVISION, VARIATION, AND AMENDMENT**

- (1) Either **Party** may request in writing a revision, variation or amendment of this MoU.
- (2) Any such revision, variation, or amendment agreed to by the **Parties** shall be in writing and shall form an integral part of this MoU.
- (3) Such revision, variation, or amendment shall come into force on such date as may be determined by the **Parties**.
- (4) Any revision, variation, or amendment shall not prejudice the implementation of any project, activity or cooperation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

**ARTICLE 8
NOTICES**

Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address, or sent to the electronic mail address or facsimile number or the address as the case may be shown below, or to such other address or electronic mail address or facsimile number as either **Party** may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : **UNIVERSITAS RIAU**
 Att. To : Prof. Dr. Sri indarti, SE., M.Si Rector of UNIVERSITAS RIAU
 Address : Jalan HR. Soebrantas, Kampus Binawidya Km. 12,5 Simpang Baru,
 Pekanbaru
 Tel no. : +62 761 63266
 E-mail : rektor@unri.ac.id

To : **KURUKSHETRA UNIVERSITY**
 Attn. to : Prof. visha Nath Attri
 Address : University Market Rd, Kurukshetra University, Thanesar, Haryana 136119,
 India
 Tel. no. : 01744-238169, 7082113055
 Fax. no. : 01744-238198
 E-mail : vo@kuk.ac.in..

The foregoing record represents the understandings reached between the Parties upon the matters referred therein.

**ARTICLE 9
 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- (1) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations, of the Parties and with international agreements signed by all of the Parties.
- (2) The Use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- (3) Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - a. jointly by the parties or research result obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - b. solely and separately by the Party or the research result obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

**ARTICLE 10
 CONFIDENTIALITY**

- (1) Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- (2) For purpose of paragraph 1 above, such documents, information and data, including any document, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the receiving Party) prior to, or after, the execution of this memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designed in writing to be confidential or by its nature intended to be for the knowledge of the receiving Party or if orally given, is conveyed in the circumstances of confidence.

(3) Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

**ARTICLE 11
SUSPENSION**

Each Party reserves the rights for reasons of national security, national interest, and public order health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

**ARTICLE 12
SETTLEMENT OF DISPUTES**

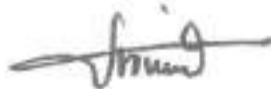
Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 13
INSTITUTIONAL POLICY**

Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding in duplicate at UNIVERSITAS RIAU, Indonesia in 2 (two) original texts, both texts being equally authentic.

Signed on behalf of
UNIVERSITAS RIAU



.....
Prof. Dr. Sri Indarti, SE., M.Si
Rector

Date:

Signed on behalf of
KURUKSHETRA UNIVERSITY



.....
Professor SOM NATH SACHDEVA
Vice-Chancellor

Date:

Witnessed by



Dr. Ir. Sofyan Husein Siregar, M.Phil

Vice Rector for Planning, Cooperation
and System Information

Date:

Witnessed by



Prof. Vishva Nath Attri

Director of the International Center
for Indo-Pacific Studies (ICIPS)
Kurukshetra University

Date:



**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS JAMBI
AND
KURUKSHETRA UNIVERSITY**



**ON ACADEMIC COLLABORATION TO FOSTER INTERNATIONAL
COOPERATION
IN EDUCATION AND RESEARCH**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on the 26 day of September 2023.

BETWEEN

UNIVERSITAS JAMBI, a public institution of higher education in Indonesia, (hereinafter referred to as "UNJA"), was founded on 23 March 1963 and established by the Decree of the Minister of Education and Culture on 24 June 1966 with a registered Rectorship address on Jalan Raya Jambi - Muara Bulian KM. 15, Mendalo Indah, Jambi, Jambi Province (36361), Indonesia.

AND

KURUKSHETRA UNIVERSITY, is a multidisciplinary NAAC accredited A+ university that was established in 1956. The university offers large number of graduates, post-graduate and research-based programs in traditional and new subjects and in both the online and offline modes. It provides high quality learning experience through a blend of classroom and field-based teaching and (hereinafter referred to as "KUK") of the other part.

Both participating institutions are referred to collectively, as "Parties" or individually as "Party".

Furthermore, both Parties initially would like to clarify the terms used herein as the following:

- A. UNJA is a state university in Sumatera Island and one of the prominent universities in Indonesia. The university offers large number of graduates and post-graduate programs. It is a leading university with a reputation as an outstanding academic institution in teaching, research, innovation, and fostering various collaborative arrangements with many local and national stakeholders as well as international counterparts.
- B. KUK is one of the premier educational institutions of India. It is an unitary residential University and its foundation stone was laid by late Dr. Rajendra Prasad, the first President of India.
- C. The Parties have agreed and reached an understanding on the importance and the usefulness of establishing cultural, scientific, and educational links, in order to assert and to consolidate the ties of friendship between the two institutions and their countries on the following matters:

**ARTICLE 1
GENERAL PURPOSE**

The Parties, subject to the terms of this MoU and the laws, rules, regulations and national policies enforced in each Party's country, will endeavor to strengthen, promote, and develop cooperation between the Parties on the basis of equality and mutual benefit.

**ARTICLE 2
AREAS OF COOPERATION**

Both parties agree to encourage the following activities, in particular to promote international academic cooperation on:

- a. Exchange of materials in education and research, publications, and academic information;
- b. Exchange of faculty and research scholars;
- c. Conduct joint research and meetings for education and research; and
- d. Exchange of undergraduate and graduate students.

**ARTICLE 3
FINANCIAL AGREEMENTS**

- (1) This MoU shall not give rise to any financial obligation by one Party to the other.
- (2) Each Party shall bear its own cost and expenses in relation to this MoU.

**ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING**

- (1) This MoU shall be applicable to educational and research organizations attached to each party.
- (2) This MoU constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this agreement.
- (3) This MoU is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process for academic, research, and outreach activities.
- (4) All programs, projects and activities created under this MoU shall be defined and expressed in a separate Memorandum of Agreement or as an appendix to an existing Memorandum of Agreement. Prior to commencement of any such activities, all relevant aspects, including funding and obligation shall be mutually agreed.

**ARTICLE 5
NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the Parties or so to constitute either Party as the agent of the other.

**ARTICLE 6
ENTRY INTO THE EFFECT, DURATION, AND TERMINATION**

- (1) This MoU will come into effect on the date of signing of both parties, or if the dates vary, then the date of the latter signature.

- (2) This MoU shall remain in effect for a period of 5 (five) years.
- (3) This MoU may be extended for a further period under the agreement put in writing by both **Parties** or terminated by either **Party** via a written notice within at least 6 (six) months.
- (4) The termination of this MoU shall not affect the validity of duration of any arrangements, activities, or programs which have been agreed upon to the date of the termination, unless the **Parties** agree otherwise. Therefore, activities in progress at the time of the termination shall be permitted to conclude as planned unless otherwise agreed.

ARTICLE 7 REVISION, VARIATION, AND AMENDMENT

- (1) Either **Party** may request in writing a revision, variation or amendment of this MoU.
- (2) Any such revision, variation, or amendment agreed to by the **Parties** shall be in writing and shall form an integral part of this MoU.
- (3) Such revision, variation, or amendment shall come into force on such date as may be determined by the **Parties**.
- (4) Any revision, variation, or amendment shall not prejudice the implementation of any project, activity or cooperation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

ARTICLE 8 NOTICES

Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address, or sent to the electronic mail address or facsimile number or the address as the case may be shown below, or to such other address or electronic mail address or facsimile number as either **Party** may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : **UNIVERSITAS JAMBI**
 Attn. To : Prof. Drs. H. Sutrisno, M.Sc., Ph.D., Rector of Universitas Jambi
 Address : Jalan Raya Jambi - Muara Bulian KM. 15, Jambi, Provinsi Jambi, Indonesia
 E-mail : rector@unjaja.ac.id

To : **KURUKSHETRA UNIVERSITY**
 Attn. to : Prof. Vishva Nath Attri, Director ICIPS Kurukshetra University
 Address : University Market Rd, Kurukshetra University, Thanesar, Haryana 136119, India
 Tel. no. : +91 9896021768
 E-mail : vo@kuk.ac.in

The foregoing record represents the understandings reached between the **Parties** upon the matters referred therein

**ARTICLE 9
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- (1) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations, of the Parties and with international agreements signed by all of the Parties.
- (2) The Use of the name, logo and/or official emblem of any of the Parties on any publication, document and/or paper is prohibited without the prior written approval of either Party.
- (3) Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - a. jointly by the parties or research result obtained through the joint activity effort of the Parties, shall be jointly owned by the Parties in accordance with the terms to be mutually agreed upon; and
 - b. solely and separately by the Party or the research result obtained through the sole and separate effort of the Party, shall be solely owned by the Party concerned.

**ARTICLE 10
CONFIDENTIALITY**

- (1) Each Party shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other Party during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- (2) For purpose of paragraph 1 above, such documents, information and data, including any document, information and data which is disclosed by a Party (the Disclosing Party) to the other Party (the receiving Party) prior to, or after, the execution of this memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designed in writing to be confidential or by its nature intended to be for the knowledge of the receiving Party or if orally given, is conveyed in the circumstances of confidence.
- (3) Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

**ARTICLE 11
SUSPENSION**

Each Party reserves the rights for reasons of national security, national interest, and public order health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

**ARTICLE 12
SETTLEMENT OF DISPUTES**

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 13
INSTITUTIONAL POLICY**

Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding in duplicate at Universitas Jambi, Indonesia in 2 (two) original texts, both texts being equally authentic.

Signed on behalf of



Rector
Universitas Jambi

Date: 26 September 2026

Signed on behalf of

KURUKSHETRA UNIVERSITY

SOM NATH SACHDEVA

Vice-Chancellor
Kurukshetra University

Date: 26 September 2026



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS SYIAH KUALA
AND
KURUKSHETRA UNIVERSITY



ON ACADEMIC COLLABORATION TO FOSTER INTERNATIONAL
COOPERATION
IN EDUCATION AND RESEARCH

This Memorandum of Understanding (hereinafter referred to as MoU) is made on the 26 day of September 2023.

BETWEEN

UNIVERSITAS SYIAH KUALA, a public institution of higher education in Indonesia, hereafter "USK", established by the Decree of the Minister of Education and Culture on September 2, 1961 with a registered Rectorship address on Jalan Teuku Nyak Arief, Darussalam, Banda Aceh, Aceh (23111), Indonesia.

AND

KURUKSHETRA UNIVERSITY, is a multidisciplinary NAAC accredited A+ university that was established in 1956. The university offers large number of graduates, post-graduate and research-based programmes in traditional and new subjects and in both the online and offline modes. It provides high quality learning experience through a blend of class room and field-based teaching and (hereinafter referred to as "KUK") of the other part.

Both participating institutions are referred to collectively, as "Parties" or individually as "Party".

Furthermore, both Parties initially would like to clarify the terms used herein as the following:

- A. **USK** is a state and the oldest public university outside Java Island and one of the prominent universities in Indonesia. It is a leading university with a reputation as an outstanding academic institution in science, technology, and arts in Indonesia, implementing and fostering various collaborative arrangements with many international counterparts as well as local and national stakeholders.
- B. **KUK** is one of the premier educational institutions of India. It is as unitary residential University and its foundation stone was laid by late Dr. Rajendra Prasad, the first President of India.
- C. The **Parties** have agreed and reached an understanding on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate the ties of friendship between the two Institutions and their countries on the following matters:

**ARTICLE 1
GENERAL PURPOSE**

The **Parties**, subject to the terms of this MoU and the laws, rules, regulations and national policies enforced in each **Party's** country, will endeavor to strengthen, promote, and develop cooperation between the **Parties** on the basis of equality and mutual benefit.

**ARTICLE 2
AREAS OF COOPERATION**

Both parties agree to encourage the following activities, in particular to promote international academic cooperation on:

- a. Exchange of materials in education and research, publications, and academic information;
- b. Exchange of faculty and research scholars;
- c. Conduct joint research and meetings for education and research; and
- d. Exchange of undergraduate and graduate students.

**ARTICLE 3
FINANCIAL AGREEMENTS**

- (1) This MoU shall not give rise to any financial obligation by one **Party** to the other.
- (2) Each **Party** shall bear its own cost and expenses in relation to this MoU.

**ARTICLE 4
EFFECT OF MEMORANDUM OF UNDERSTANDING**

- (1) This MoU shall be applicable to educational and research organizations attached to each party.
- (2) This MoU constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this agreement.
- (3) This MoU is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process for academic, research, and outreach activities.
- (4) All programs, projects and activities created under this MoU shall be defined and expressed in a separate Memorandum of Agreement or as an appendix to an existing Memorandum of Agreement. Prior to commencement of any such activities, all relevant aspects, including funding and obligation shall be mutually agreed.

**ARTICLE 5
NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the **Parties** or so to constitute either **Party** as the agent of the other.

**ARTICLE 6
ENTRY INTO THE EFFECT, DURATION, AND TERMINATION**

- (1) This MoU will come into effect on the date of signing of both parties, or if the dates vary, then the date of the latter signature.

- (2) This MoU shall remain in effect for a period of 5 (five) years.
- (3) This MoU may be extended for a further period under the agreement put in writing by both **Parties** or terminated by either **Party** via a written notice within at least 6 (six) months.
- (4) The termination of this MoU shall not affect the validity of duration of any arrangements, activities, or programs which have been agreed upon to the date of the termination, unless the **Parties** agree otherwise. Therefore, activities in progress at the time of the termination shall be permitted to conclude as planned unless otherwise agreed.

**ARTICLE 7
REVISION, VARIATION, AND AMENDMENT**

- (1) Either **Party** may request in writing a revision, variation or amendment of this MoU.
- (2) Any such revision, variation, or amendment agreed to by the **Parties** shall be in writing and shall form an integral part of this MoU.
- (3) Such revision, variation, or amendment shall come into force on such date as may be determined by the **Parties**.
- (4) Any revision, variation, or amendment shall not prejudice the implementation of any project, activity or cooperation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

**ARTICLE 8
NOTICES**

Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address, or sent to the electronic mail address or facsimile number or the address as the case may be shown below, or to such other address or electronic mail address or facsimile number as either **Party** may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : **UNIVERSITAS SYIAH KUALA**
 Att. To : Prof. Dr. Ir. Taufiq Saidi, M.Eng., Vice Rector for Planning, Cooperation, and Business of Universitas Syiah Kuala
 Address : Jalan Teuku Nyak Arief, Darussalam, Banda Aceh, 23111, Aceh, Indonesia
 Tel no. : +62 651 7553205
 E-mail : taufiq_saidi@usk.ac.id

To : **KURUKSHETRA UNIVERSITY**
 Attn. to : Prof. Vishva Nath Attri, Director ICIPS Kurukshetra University
 Address : University Market Rd, Kurukshetra University, Thanesar, Haryana 136119, India
 Tel. no. : +91 9896021768
 E-mail : vo@kuk.ac.in

The foregoing record represents the understandings reached between the **Parties** upon the matters referred therein

**ARTICLE 9
PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- (1) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations, of the **Parties** and with international agreements signed by all of the **Parties**.
- (2) The Use of the name, logo and/or official emblem of any of the **Parties** on any publication, document and/or paper is prohibited without the prior written approval of either **Party**.
- (3) Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - a. jointly by the parties or research result obtained through the joint activity effort of the **Parties**, shall be jointly owned by the **Parties** in accordance with the terms to be mutually agreed upon; and
 - b. solely and separately by the **Party** or the research result obtained through the sole and separate effort of the **Party**, shall be solely owned by the **Party** concerned.

**ARTICLE 10
CONFIDENTIALITY**

- (1) Each **Party** shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other **Party** during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- (2) For purpose of paragraph 1 above, such documents, information and data, including any document, information and data which is disclosed by a **Party** (the Disclosing Party) to the other **Party** (the receiving Party) prior to, or after, the execution of this memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designed in writing to be confidential or by its nature intended to be for the knowledge of the receiving **Party** or if orally given, is conveyed in the circumstances of confidence.
- (3) Both **Parties** agree that the provisions of this Article shall continue to be binding between the **Parties** notwithstanding the termination of this MoU.

**ARTICLE 11
SUSPENSION**

Each **Party** reserves the rights for reasons of national security, national interest, and public order health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other **Party**.

**ARTICLE 12
SETTLEMENT OF DISPUTES**

Any difference or dispute between the **Parties** concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the **Parties** through diplomatic channels, without reference to any third party or international tribunal.

**ARTICLE 13
INSTITUTIONAL POLICY**

Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding in duplicate at Universitas Syiah Kuala, Indonesia in 2 (two) original texts, both texts being equally authentic.

Signed on behalf of
UNIVERSITAS SYIAH KUALA



.....
PROF. DR. IR. MARWAN
Rector
Universitas Syiah Kuala

Date: 26 September 2026

Signed on behalf of
KURUKSHETRA UNIVERSITY



.....
SOM NATH SACHDEVA
Vice-Chancellor
Kurukshetra University

Date: 26 September 2026



Memorandum of Understanding
Between
Kurukshetra University, Kurukshetra
&
University Maritim Raja Ali Haji
ON ACADEMIC COLLABORATION TO FOSTER INTERNATIONAL
COOPERATION IN EDUCATION AND RESEARCH

No. 5214/UN53.0/KS.00.01/2023

This Memorandum of Understanding (MOU) is entered into on twenty seventh (date) by September and Two Thousand and Twenty Three between the Kurukshetra University, Kurukshetra (India) and Universitas Maritim Raja Ali Haji (Indonesia)

Kurukshetra University referred to as KUK hereafter is the first party to this agreement. It is a multidisciplinary NAAC accredited A+ university that was established in 1956. The university offers large number of graduate, post-graduate and research based programmes in traditional and new subjects and in both the online and offline modes. It provides high quality learning experience through a blend of class room and field based teaching.

University Maritim Raja Ali Haji referred to as UMRAH hereafter is the second party to this agreement. It is a state-owned university incorporated by Government Regulation of the Republic of Indonesia Number: 53 of 2011. Currently UMRAH has 5 faculties and offer large number of graduate. UMRAH itself has progressed in the last 2 years, its ranking from 4350 higher education institutions in Indonesia is in the top 1000-1250 in 2017 and has increased to 700-1000 in 2018 and is in position 650 in the 2019 ranking. For the field of science and technology calculated through the Sinta-Ristekdikti research database, UMRAH is in the 375th, 315th, 270th, 204th (2019) and lastly 160 (2023) in the same month each year.

Articles 1-Objectives of collaboration

The areas of cooperation may include, subject to mutual consent, any desirable and feasible activity that would further the goals of each institution subject to compliance of rules of collaboration in each country. The anticipated cooperation in various academic and educational activities is:

- Joint research projects and publications, including work by students at the partner institutions;
- Dual degree programs, Joint degree programmes, semester exchange, credit transfers;
- Faculty and student exchanges based on reciprocity;
- Reciprocal placement of students in paid internships and co-ops, when possible;

- Joint conferences and workshops;
- Visits by faculty, professional staff and students;
- Other activities and programs as may be mutually agreed upon by the Parties;

However, neither party is obligated to agree to pay minimum number of activities, nor is this MOU intended to preclude either party from entering into similar agreements with other institutions.

Article 2-Scope of MOU

This MOU shall act as the parent document and further agreements concerning any programme shall provide details of commitments therein in writing under the signatures of duly authorized representative of the parties.

Article 3- Responsibilities of home and host institution for academic exchanges

The home institution will:

- Register its own students interested in exchanged and submit to the host institution the details of students. It shall provide host institution students' curricular plan during stay in host institution;
- Advise its students about academic, cultural and other expectations at the host university.

The host institution will:

- Be responsible for admission decision of students recommended by the home institution;
- Assign an academic advisor to all incoming students and provide an orientation program for incoming students. It shall assist the incoming student in stay and other legal formalities;
- Endeavor to ensure that students are admitted to courses regarded as essential to their academic programs at their home institutions;
- Provide the home institution with a final transcript of the student's academic performance;

Article 4 Nondiscrimination

KUK and UMRAH agree not to discriminate against any person because of age, sex, national origin, race, ancestry, color, religious, creed disability and sexual orientation. Neither institution shall impose criteria for the exchange of faculty, staff and students that would violate the principles of non-discrimination.

Articles 5- Code of Conduct

Visiting student and faculty will abide by the conduct of conduct of the host institution.

Article 6- Intellectual Property

Each institution will adhere to the intellectual laws of its nation. Intellectual property developed during the visit of an exchange student/researcher/faculty/staff will be governed by the rules of the host institute unless otherwise specified.

Any Background Intellectual Property (BGIP) shall remain the sole and exclusive property of the Party to whom it belonged prior to the commencement of this MOU. IF one Party receives any BGIP from the partner under a clearly defined non-disclosure agreement, necessary and reasonable care will be taken to protect the intellectual property received.

The two institutions shall jointly own results and Intellectual Property generated thereof for clearly defined collaborative projects and exchange programmes. Commercialization of such IPR shall be decided by separate agreements.

Article 7- Financing

Both institutes will consider tuition fee waivers to the visiting students. The host institute will assist in making arrangements for local living including accommodation, food, insurance etc. at reasonable costs to visiting students and faculty. However all local and travel costs shall be borne by the visitors or their home institution. Additional support, if any, will be governed by separate that may be drawn up for specific activities

Article 8- Legal Status

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. Any disputes shall be resolved through mutual discussion.

Article 9- Tenure and Termination of MOU

This MOU will be valid for five (5) years from the date of signing unless terminated by one of parties. Either party may withdraw from this MOU provided written notification of the withdrawal is given to the other party at least three (3) months prior to the desired withdrawal date. The MOU may be renewed for another period of five (5) year upon mutual written consent of the parties before the expiration date.

Authorized Signatories

For Kurukshetra University



**Professor Som Nath Sachdeva
Vice-Chancellor**



Prof. Dr. Agung Dharma Syakti

**Prof. Dr. Agung Dharma Syakti
REKTOR**





**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITAS LAMPUNG, INDONESIA
AND
KURUKSHETRA UNIVERSITY, INDIA**

**ON ACADEMIC COLLABORATION TO FOSTER INTERNATIONAL
COOPERATION IN EDUCATION AND RESEARCH**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on the 27th day of September, 2023.

BETWEEN

UNIVERSITAS LAMPUNG, public university established in Indonesia under the Decree of the Ministry of Research, Technology and Higher Education, No. 195, year 1952 and having its address at Jl. Prof. Dr. Ir. Sumantri Brojonegoro No. 1, Gedong Meneng, Kec. Rajabasa, Kota Bandar Lampung, Lampung 35141, Indonesia ("hereinafter referred to as "UNILA") of the one part.

AND

KURUKSHETRA UNIVERSITY, is a multidisciplinary NAAC accredited A+ university that was established in 1956. The university offers large number of graduate, post-graduate and research based programmes in traditional and new subjects and in both the online and offline modes. It provides high quality learning experience through a blend of class room and field based teaching and (hereinafter referred to as "KUK") of the other part.

Both participating institutions are referred to collectively, as "**Parties**" or individually as "**Party**".

Furthermore, both Parties initially would like to clarify the terms used herein as the following:

- A. **UNILA** is a state and the oldest public university outside Java Island and one of the prominent universities in Indonesia. It is a leading university with a reputation as an outstanding academic institution in science, technology, and arts in Indonesia, implementing and fostering various collaborative arrangements with many international counterparts as well as local and national stakeholders.
- B. **KUK** is one of the premier educational institutions in India.

The **Parties** have agreed and reached an understanding on the importance and the usefulness of establishing cultural, scientific and educational links, in order to assert and to consolidate

the ties of friendship between the two Institutions and their countries on the following matters:

ARTICLE 1 GENERAL PURPOSE

The **Parties**, subject to the terms of this MoU and the laws, rules, regulations and national policies enforced in each **Party's** country, will endeavor to strengthen, promote, and develop cooperation between the **Parties** on the basis of equality and mutual benefit.

ARTICLE 2 AREAS OF COOPERATION

Both parties agree to encourage the following activities, in particular to promote international academic cooperation on:

- a. Exchange of materials in education and research, publications, and academic information;
- b. Exchange of faculty and research scholars;
- c. Conduct joint research and meetings for education and research; and
- d. Exchange of undergraduate and graduate students.

ARTICLE 3 FINANCIAL AGREEMENTS

- (1) This MoU shall not give rise to any financial obligation by one **Party** to the other.
- (2) Each **Party** shall bear its own cost and expenses in relation to this MoU.

ARTICLE 4 EFFECT OF MEMORANDUM OF UNDERSTANDING

- (1) This MoU shall be applicable to educational and research organizations attached to each party.
- (2) This MoU constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, is merged in this agreement.
- (3) This MoU is not considered to be a contract creating legal and financial relationships between the parties. Rather, it is designed to facilitate and develop a genuine and mutually beneficial exchange process for academic, research, and outreach activities.
- (4) All programs, projects and activities created under this MoU shall be defined and expressed in a separate Memorandum of Agreement or as an appendix to an existing Memorandum of Agreement. Prior to commencement of any such activities, all relevant aspects, including funding and obligation shall be mutually agreed.

**ARTICLE 5
NO AGENCY**

Nothing contained herein is to be construed so as to constitute a joint venture partnership or formal business organization of any kind between the **Parties** or so to constitute either **Party** as the agent of the other.

**ARTICLE 6
ENTRY INTO THE EFFECT, DURATION, AND TERMINATION**

- (1) This MoU will come into effect on the date of signing of both parties, or if the dates vary, then the date of the latter signature.
- (2) This MoU shall remain in effect for a period of 5 (five) years.
- (3) This MoU may be extended for a further period under the agreement put in writing by both **Parties** or terminated by either **Party** via a written notice within at least 6 (six) months.
- (4) The termination of this MoU shall not affect the validity of duration of any arrangements, activities, or programs which have been agreed upon to the date of the termination, unless the **Parties** agree otherwise. Therefore, activities in progress at the time of the termination shall be permitted to conclude as planned unless otherwise agreed.

**ARTICLE 7
REVISION, VARIATION, AND AMENDMENT**

- (1) Either **Party** may request in writing a revision, variation or amendment of this MoU.
- (2) Any such revision, variation, or amendment agreed to by the **Parties** shall be in writing and shall form an integral part of this MoU.
- (3) Such revision, variation, or amendment shall come into force on such date as may be determined by the **Parties**.
- (4) Any revision, variation, or amendment shall not prejudice the implementation of any project, activity or cooperation arising from or based on this MoU before or up to the date of such revision, variation or amendment.

**ARTICLE 8
NOTICES**

Any communication under this MoU shall be in writing in the English language and delivered by registered mail to the address, or sent to the electronic mail address or facsimile number or the address as the case may be shown below, or to such other address or electronic mail address or facsimile number as either **Party** may have notified the sender and shall, unless otherwise provided herein, be deemed to be duly given or made when delivered to the recipient at such address or electronic mail address or facsimile number which is duly acknowledged:

To : **UNIVERSITAS LAMPUNG**
 Att. To : Dr. Ayi Ahadiat, S.E., MBA., Vice Rector of Planning, Cooperation and
 Information and Technology, Universitas Lampung, Indonesia
 E-mail : wr4@kpa.unila.ac.id

To : **KURUKSHETRA UNIVERSITY**
 Attn. to : Prof. Visha Nath Attri, Director, ICIPS, Kurukshetra University, India
 E-mail : vc@kuk.ac.in
 vnatri@yahoo.com
 director.icips@kuk.ac.in

The foregoing record represents the understandings reached between the **Parties** upon the matters referred therein.

ARTICLE 9 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

- (1) The protection of intellectual property rights shall be enforced in conformity with the respective national laws, rules, and regulations, of the **Parties** and with international agreements signed by all of the **Parties**.
- (2) The Use of the name, logo and/or official emblem of any of the **Parties** on any publication, document and/or paper is prohibited without the prior written approval of either **Party**.
- (3) Notwithstanding anything in paragraph 1 above, the intellectual property rights in respect of any technological development, and any products and services development, carried out:
 - a. jointly by the parties or research result obtained through the joint activity effort of the **Parties**, shall be jointly owned by the **Parties** in accordance with the terms to be mutually agreed upon; and
 - b. solely and separately by the **Party** or the research result obtained through the sole and separate effort of the **Party**, shall be solely owned by the **Party** concerned.

ARTICLE 10 CONFIDENTIALITY

- (1) Each **Party** shall undertake to observe the confidentiality and secrecy of document, information and other data received from or supplied to, the other **Party** during the period of the implementation of this MoU or any other agreements made pursuant to this MoU.
- (2) For purpose of paragraph 1 above, such documents, information and data, including any document, information and data which is disclosed by a **Party** (the Disclosing Party) to the other **Party** (the receiving Party) prior to, or after, the execution of this memorandum of Understanding, involving technical, business, marketing, policy, know-how, planning, project management and other documents, information, data and/or solutions in any form, including but not limited to any document, information or data which is designed in writing to be confidential or by its nature intended to be for the knowledge of the receiving **Party** or if orally given, is conveyed in the circumstances of confidence.

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(3) Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this MoU.

ARTICLE 11 SUSPENSION

Each Party reserves the rights for reasons of national security, national interest, and public order health to suspend temporarily, either in whole or in part, the implementation of this Memorandum of Understanding which suspension shall take effect immediately after written notification has been given to the other Party.

ARTICLE 12 SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties concerning the interpretation and/or implementation and/or application of any of the provisions of this Memorandum of Understanding shall be settled amicably through mutual consultation and/or negotiations between the Parties through diplomatic channels, without reference to any third party or international tribunal.

ARTICLE 13 INSTITUTIONAL POLICY

Both institutions subscribe to a policy of equal opportunity, non-discrimination and affirmative action. University programs, activities and facilities are available to all without regard to race, color, gender, religion, national origin, political persuasion, sexual orientation, marital status, disability, height, weight, veteran status, age or familial status.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto, has signed this Memorandum of Understanding in duplicate at Universitas Riau, Indonesia in 2 (two) original texts, both texts being equally authentic.

Signed on behalf of
UNIVERSITAS LAMPUNG



.....
Prof. Dr. Ir. LUSMEILIA AFRIANI
Rector

Date: 27th September 2023

Signed on behalf of
KURUKSHETRA UNIVERSITY



.....
Professor SOM NATH SACHDEVA
Vice-Chancellor

Date: 27th September 2023

Affidavit



Indian-Non Judicial Stamp
Haryana Government



Date: 04/03/2024

Certificate No. LOD2024C11



Stamp Duty Paid : ₹ 101

GRN No. 113658341



Rs. Only

Penalty : ₹ 0

Rs. Only

Deponent

Name : Chairman deptt fine art

H.No/Floor : 0

Sector/Ward : 0

Landmark : 0

City/Village : Kuk

District : Kurukshetra

State : Haryana

Phone : 94*****60



Purpose : AGREEMENT to be submitted at Consunt office

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

AGREEMENT OF COOPERATION
BETWEEN
KURUKSHETRA UNIVERSITY, KURUKSHETRA
AND
ADA UNIVERSITY, AZERBAIJAN



**AGREEMENT OF COOPERATION
BETWEEN
KURUKSHETRA UNIVERSITY, KURUKSHETRA
AND
ADA UNIVERSITY, AZERBAIJAN**

This Agreement is made on the 17 day of January month in the year 2024 at Kurukshetra, Haryana, Republic of India between Kurukshetra University, Kurukshetra (hereinafter called KUK) include his/her successor in office, legal representative, nominee and assignee as the **First Party**.

AND

ADA University, Azerbaijan (hereinafter called ADA) with it's headquarter at Azerbaijan include his/her successor in office, legal representative, nominee and assignee as the **Second Party**.

Whereas the Kurukshetra University (KU) established in 1956 is an A+ grade NAAC accredited University focused on preparing a class of proficient scholars and professionals with ingrained human values and commitment to expand the frontiers of knowledge for the advancement of society.

Whereas the ADA University established under the decree dated January 13th, 2014, by the President of the Republic of Azerbaijan. Founded on March 6, 2006, ADA University is a community of academic excellence, accountability, shared governance, honor, integrity, transparency, diversity, collaboration, communication and social responsibility that empowers individuals to challenge conventional thinking in pursuit of new ideas.

The parties wish to establish a friendly relationship to promote and accelerate the academic cooperation and have decided to enter into this agreement and agree hereby as per articles given below:

1. GENERAL PROVISIONS

1.1 DEFINITIONS

- (a) "KUK" means Kurukshetra University, Kurukshetra.
- (b) "ADA" means ADA University, Azerbaijan.

1.2 AREAS OF COOPERATION

The areas of cooperation shall include, *inter alia*:

- a. Participation in research projects
- b. Participation in conferences, workshops and exhibitions
- c. Participation in cultural programs
- d. Participation in joint academic programs (degree and non-degree)
- e. Participation in professional development programs and trainings
- f. Exchange and mobility of faculty/staff members
- g. Exchange of students

1.3 LANGUAGE

This agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning of interpretation of this agreement.

1.4 LOCATION

Research implementation arising under this agreement shall be performed by both the parties from their head offices.

1.5 AUTHORISED REPRESENTATIVES

Any action required or permitted to be taken and any document required or permitted to be executed under this agreement may be taken or executed.

(a) On behalf of the first party, by the Registrar/competent authority, KUK.

(b) On behalf of the second party, by the Office of Global Outreach and Partners, ADA.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF THIS AGREEMENT

2.1 This agreement shall come into force from the date of signing.

2.2 The agreement shall be effective for a period of five years, but will be reviewed/renewed/modified (if needed) mutually by both the parties, based on the research outputs/outcomes.

2.3 This agreement may be modified /amended by mutual written agreement at any time by either party upon written notification signed by the competent authority of the party.

2.4 The modification/changes shall become part of the agreement and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

2.5 The agreement may be terminated prematurely by either party with mutual agreement by giving prior notice. Such notification must be given to the other party at least three months in advance from the effective date of termination.

2.6 All joint activities not completed at the expiration of termination of the agreement may be continued until their completion under the terms of this agreement.

3. MANAGEMENT

The Registrar of KUK and the Office of Global Outreach and Partners, ADA will be responsible to work out operational details of co-operation between the two institutions and ensure proper and effective implementation of this agreement.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 KUK and ADA will be expected to ensure protection of the intellectual Property Rights (IPRs) generated during the student's research work. KUK and ADA shall be the joint applicants for IPRs and the students and involved faculty members shall be included as the inventor/breeder/author. Finances involved for all types of IPR filing, publishing, grant, maintenance etc. shall be equally shared by KUK/ADA.

4.2 Each party will ensure appropriate protection of IPRs generated from co-operation pursuant to this agreement. IPRs, research publications and benefits arising out of collaborative research under these agreements shall be jointly sought/owned/shared by KUK and ADA on case to case basis as per extant rules.

4.3 In case of evaluation of already developed technology/product, IPRs shall rest with the providing party of the particular product/technology. The parties shall not assign any rights and obligations arising out of the IPRs generated to inventions/activities carried out under the agreement to any third party without the consent of the other party.

5. LEGAL STATUS

This document is a statement of intent to foster genuine and mutually beneficial cooperation and is not legally binding on both the parties. All disputes shall be resolved through mutual discussion.

6. CONSEQUENCE OF BREACH AND PENALTIES

6.1 It shall be obligatory on part of either party to ensure timely research implementation and facilitation as per the pre-approved work plan as agreed upon in the agreement.


6.2 In the event of breach of any term or condition so this agreement, either party shall have the right to terminate the agreement and recover costs incurred that are associated with the project.

This Agreement has been executed in four originals, two of which has been retained by the First Party and the other two by the Second Party.


In WITNESS WHEREOF, the parties have executed this Agreement and represent that they approve, accept and agree to terms contained herein.

7. SEAL OF PARTIES

For and on behalf of KUK


Registrar,
KUK
(Signature of First Party)

Signed by Witnesses:

- 
17-1-24
- 
17/1/24

For and on behalf of ADA


Dr. Fariz Ismailzade
Vice Rector, ADA University
(Signature of Second Party)

17/Jan
2024

Signed by Witnesses:

-  Sabira Amirata
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