



THE INDUS FOUNDATION

23 KOSTER BLVD., SUITE 8B, EDISON, NJ 08837, USA

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E-MAIL: INDUS@INDUS.ORG

April 10, 2006

The Principal
Mahavir Institute Of Engg. & Tech.,
Mahavir Nagar, Gangapara,
Bhubaneswar - 751015,
Orissa
India

Dear Principal,

EDUCATIONAL COLLABORATION

As you know, there is a substantial demand for higher education in India. Students from India are interested in degrees offered by American universities at the Bachelor's and Master's levels, as reflected by thousands of students going to USA every year. The Indus Foundation is an American educational organization dedicated to the promotion of higher education for the people of India.

The Indus Foundation will be pleased to assist your institution for collaborating with an accredited American university for offering their programs. The proposed educational collaboration is expected to bring to your students latest teaching techniques and global perspectives. Following are some of the advantages:

1. Research and teaching expertise is brought to your institution by American partner.
2. Visiting faculty of partner university will enrich the quality of your programs.
3. Students get first-hand knowledge of latest developments, trends and techniques.
4. Students get internationally recognized American degrees, diplomas and certificates.
5. Collaboration creates marketing advantage for attracting large number of good students.
6. International exposure to your faculty and opportunity for faculty exchange.
7. Opportunity for twinning programs (2+2 programs) at Bachelor's level.

We are appending herewith a brief general note which gives the broad contours of the proposed collaboration between Indian institutions and American universities. The All India Council of Technical Education (AICTE) is the relevant governmental authority with regard to academic collaboration with foreign universities. Their notification dated 16th May, 2005 gives an idea of the procedures to be followed.

We trust that you would like to take advantage of this unique opportunity. We look forward to hearing the details about your institution, indicating the programs for which you require collaboration. Upon hearing from you, we shall inform you of the terms and conditions for collaboration.

Sincerely,

Mr. S. B. Anumolu
President



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MEMORANDUM OF UNDERSTANDING

This Agreement is entered into on this 8th day of December 2020,

BETWEEN

GOLDI SOLAR PVT. LTD. having its corporate office at Surat, India (hereinafter called "Industry Partner" of "FIRST Party" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the FIRST part;

AND

MAHAVIR INSTITUTE OF ENGINEERING AND TECHNOLOGY, approved by Government of Odisha, AICTE, New Delhi, having its campus at Mahavir Nagar, Paniora, Gangapara, Palashpur, Khurda, Odisha-752056, India (hereinafter called "University Partner / Host Institution/Incubation Centre" or the "SECOND PARTY" which expression shall unless repugnant of the context or meaning thereof be deemed to mean and include its successors and assign) of the SECOND part;

"**GOLDI SOLAR PVT. LTD.** and "**MAHAVIR INSTITUTE OF ENGINEERING AND TECHNOLOGY**" are hereinafter individually referred to as "Party" and collectively and "Parties".

Through this agreement, all the parties mutually agree to carry out the responsibilities stated in this document.

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

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1. Objectives of the MOU

- a. Startup and Leadership development program for MIET students
- b. Personality and Behavioral skills development interventions
- c. Collaborative Program development for B.Tech. /M.Tech. in Renewable energy – with Corporate and Various academic lectures/training by Goldi.
- d. Research and Summer internship engagements for Engineering Students and skilled manpower (Engineering/Diploma candidates)
- e. Market Intelligence surveys on various emerging technologies
- f. Business Acumen based trainings
- g. Need Based Talent Acquisition/hiring from MIET Institution (B.Tech./M.Tech. students and Skilled Diploma candidates)
- h. In house Knowledge Lab development for Tech Know how engagements
- i. Goldi Solar as energy saving partner
- j. Industry Partner to nominate Mentors To help the startups for setting up enterprises and mentor the entrepreneurs & facilitate in marketplace development and business strategy.
- k. Promote Micro Entrepreneurship Programs and connect the entrepreneurs with Industry partners as local facilitators for the list mile sales/service/support point so that the entrepreneurs can provide the required sales, delivery, installation & repair services on behalf of the industry partners through Service Level Agreements etc.
- l. To develop collaborative Programs in Renewable energy domains like B.Tech. / M.Tech. in Renewable energy. Industry Partner to facilitate 6 months internship for MIET Institute Students (30 students per year) at Goldi Solar plant/other sites . Industry Partner shall facilitate placement of these MIET Students at Goldi Solar and other associate organisations based on the HR policy upon completion of the internship.
- m. MIET Institute shall provide solar PV Technology trained Diploma/B.Tech./M.Tech. candidates (about 100 students per year) for Goldi Solar based on its hiring needs.
- n. Goldi Solar and MIET Institute shall collaborate in Research & Development activities in renewable energy systems and allied domains.
- o. Any other Industry Academia collaboration agreed mutually.



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- BRANDING AND MARKETING:** Each partner shall strictly follow the branding norms of each other in all branding /marketing platforms.
- DURATION:** The MOU shall be valid for 3 year from the date of signing.
- NO EXCLUSIVITY:** Both parties shall have right to enter into similar arrangement with any third party for product or service during the term of this Agreement.
- CONFIDENTIALITY:** The Parties agree to keep confidential, the content of this Agreement and any and all information shared with each other and designated confidential. This obligation shall be applicable till the expiry of this Agreement and for 1 year thereafter.
- TERMINATION:** Either Party shall be entitled to terminate this Agreement by giving 6 months advance notice in writing. Either Party shall be entitled to terminate this Agreement by giving 6 month's notice in case the other Party fails to fulfill its obligations enumerated in this Agreement and upon failure of the other Party to cure such failure within the said 3 months of the said other party being given a written notice of the same by the said Party. However, if this agreement is terminated for any reason by either party by giving the notice in writing or expires after 36 months, the responsibilities of both the parties shall continue till the last admitted batch of the students/startups complete the proposed Program.
- INDEMNIFICATION:** Each party shall protect and indemnify the other party against any direct damages, claims, suits, actions, judgments, costs and expenses directly arising out of or in any way connected with any act/ omission arising in relation to this Agreement or in case said party fails to fulfill its obligations enumerated in this Agreement Or breach of representation and warranty provided in the agreement.
- DISPUTE RESOLUTION:** All disputes and differences howsoever arising out of or in connection with this agreement shall be mutually discussed and to be settled amicably.

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9. **SEVERABILITY:** In the event that any term, condition, or provision of this MOU is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this MOU and shall be of no force and effect and this MOU shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this MOU.
10. **ASSIGNMENT:** This Agreement or any rights, obligation under this agreement shall not be assigned by any party to a third party without prior written consent of the other party. However, each party shall have right to assign this agreement to any of its affiliates, associates, group companies with prior intimation to the other party. Further any party shall have right to sub contract part of its obligation requiring special skill, technology for fulfillment to third party.
11. **FORCE MAJEURE:**
None of the Parties will be responsible for failure to carry out any obligations under this Agreement to the extent the failure is directly caused by a Force Majeure Event. Force Majeure event includes but not limited to Acts of God or Pandemic or State or of any sovereign authority or public enemy, acts mandated by any applicable laws, regulation or order (whether valid or invalid).
12. **INDEPENDENT CONTRACTOR:** The parties under this Agreement shall act as independent parties on principal to principal basis. Under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture or employment between the parties. No party has the authority to bind the other or to incur any liability on behalf of the other, not to direct the employees of the other Party.
13. **WARRANTIES:** Each party warrants to other parties that (i) it has full right, power and authority to enter into this Agreement and carry out its obligations under this Agreement; (ii) its entry into this Agreement and its performance of its obligations hereunder will: (a) not

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conflict with Applicable Laws or any agreement by which it is bound; and (b) not infringe the Intellectual Property Rights or other rights of any third party; (c) each party has obtained and shall maintain required approval, permission, consent, from Statutory or other authorities as required to perform obligation under this MOU.

14. **LEGAL NOTICES:** Any notice, demand or request under this agreement shall be in writing and shall be delivered or sent by Registered Mail to the addresses as indicated in the agreement.

15. **LIMITATION OF LIABILITY:** Notwithstanding anything contained in these Terms & Conditions, both parties shall in no event be liable for any special, indirect, consequential or incidental damages (including but not limited to damages for loss of business profits, business interruptions, loss of business information, and the like) arising out of this arrangement, agreement, any documents referenced this agreement, or any addenda or amendment hereto.

16. **INTELLECTUAL PROPERTY RIGHTS**

"Content" means any and all information and data, which may include but not be limited to text, software, scripts, graphics, maps, photos, sounds, music, videos, logos, offers, advertisements, interactive features and other materials. Each party shall be the absolute owner of own the IPR for its own content created through the Program.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signature and Delivered

For Goldi Solar Pvt. Ltd.

Name of the Authorized Signatory
Designation

Dr. Sachin
GM. Human Capital



For Mahavir Institute of Engineering and Technology, Bhubaneswar

Name of Authorized Signatory

Designation: Principal

(Dr. A. K. Swain)
Principal
MET, Bhubaneswar

BRIGHT FUTURE

A COMPLETE JOB CONSULTANCY CUM SKILL DEVELOPMENT

VIM-120, Phase-6, Sailashree Vihar, Chandrasekharpur,

Opp Fire Station Lane Bhubaneswar-751021, ODISHA

Ref:

Date:

MEMORANDUM OF UNDERSTANDING

This is to certify that the Memorandum of Understanding (MOU) between **BRIGHT FUTURE**, hereinafter referred as "BF", with its head office located at VIM-120, Phase-6, Sailashree Vihar, Chandrasekharpur, Bhubaneswar-751021, a complete Skill Development-cum-Job Consultancy Forum offering services of Training, Placement Support, Workshops, Webinars, FDP, SDP, Software and ITES Services, represented by its Proprietor Mr. Sanjay Patra..

And

M/s MIET, Bhubaneswar, hereinafter Referred as "MIET", located at "Mahavir Nagar, Paniora, Khurda, Odisha-752056", Approved by A.I.C.T.E., New Delhi, Affiliated to B.P.U.T, Rourkela and recognized by Govt. of Odisha as MIET Institution, offering Quality Education and Philanthropy, represented by its Principal, Respected Dr. A.K. Swain on the date 05th January 2022 has been signed off and both the parties agree to adhere to the MOU.

The details of the above said MOU are as follows:

Objective: To set up BF Development Center at MIET, Bhubaneswar Campus.

Purpose: (a) To impart Technical knowledge and skills for the students and faculty of MIET through

Internships, Live Industrial Projects/Case Studies, Training, Workshops etc.

(b) To create an effective and reliable bridge to reduce the gap between Industries and Institutions.

(c) To Develop Products and Solutions for BF Projects.

Validity 3 Years from the date of **MOU**.

1.Scope of Works:

1.1 Evolution Careers (BF)

- a. Setting up a development center at MIET.
- b. Creating awareness about the latest technologies, trends and employability/ entrepreneurship skills needed to the students of MIET.
- c. Hiring and deploying the students of MIET, Bhubaneswar for Internships.
- d. Offer Live Industrial Projects to the willing students, as per BF norms.
- e. Felicitate set up of a TBI. with multiple Companies Centers, if required for MIET.
- f. Provide Student Development and Faculty Development Programs, whenever possible.

BRIGHT FUTURE

A COMPLETE JOB CONSULTANCY CUM SKILL DEVELOPMENT

VDM-130, Phase-6, Sailashree Vihar, Chandrasekharpur,

Opp. Fire Station Lane Bhubaneswar-751021, ODISHA

Ref:

Date:

- g. Carry out Development activities that result in Mutual Growth for both BF and MIET.
- h. Felicitate Industrial Expertise Interaction MIET Innovation activities, wherever possible.
- i. Mentor the students and Faculty for converting their Creative Ideas into Products.

1.2 MIET, Bhubaneswar

- a. Provide Infrastructure support to BF, based on the listed down requirements.
- b. Appoint SPOC for Continuous Coordination, Implementation and Execution of this MOU.
- c. Provide minimum 10 interns, and also permit other BF Interns to utilize the center, when required.
- d. Promote the need of having hands on Experience in Live Projects, Industrial Advancements for the students, in order to get their technical skills and Entrepreneurial Skills upgraded.
- e. Promote Faculty to get latest insights about the Industrial sector through FDP Programs, and give preference to Industrial Projects.
- f. Utilize the BF Development Center for Innovation Initiatives of MIET, its Faculty and Students.
- g. Provide Boarding and Lodging for BF Personnel during their Visits/Stay at the Development Center.
- h. Promote the culture of taking up challenges to the students, to have their development and Progress.
- i. Utilize the BF Development Center for creation and implementation of new innovative ideas for the development of Individuals, Institution and the Nation, j. Insist the need of Innovation, Entrepreneurship, Learning and Implementing Advanced Technologies, Development of Solutions/Products along with Quality Education to the students of BF.
- k. Ensure discipline, ethical behaviour of the personnel utilizing the development center for growth.

2. Infrastructure Requirements to be provided by MIET

- a. Work space of minimum 300 sq ft/ 30 sq.m with provision for Displaying BF Name board and Center details, One Shelf and required Stationery.
- b. Minimum of 5 Desktops/ Laptops with a configuration of minimum 4GB RAM/500GB HDD, 2 GHZ Clock Speed with USB/Optical Drives, uninterrupted power supply and Internet Connectivity (Existing Systems from Labs can be used on Sharing basis).

BRIGHT FUTURE

A COMPLETE JOB CONSULTANCY CUM SKILL DEVELOPMENT

VIN-170, Phase-6, Sarilashree Vihar, Chandrasekharpur,

Opp. Fire Station Lane BHIMANESWAR-751021, ODISHA

Ref:

Date:

- c. MS Office (All tools) .Photoshop, Adobe, AnyDesk/Teamviewer, Antivirus and other basic softwares used for the major course related subjects (Like AutoCad.IT Softwares, Ansys , Primavera, Matlab etc).

3. Activities to be carried out by BF as part of MOU.

- Internships and Training for Interns.
- Industrial Awareness for Students and Faculty.
- Insights about Latest Technology and Industrial Trends to create awareness.
- Support in creative ideas, Innovation activities of MIET and Patent/IPR support.
- Live Industrial Projects/Case Studies and working experience.
- Carry out Product/Solution development at the center.

4. Financials:

This MOU does not cover any financial liabilities on both the parties.

In case of any additional services needed by MIET, apart from the above indicated ones, the charges will be mutually discussed and agreed on case to case basis. The charges, if any, are subject to the applicable taxes and necessary supporting bills should be accompanied.

5. Non-Disclosure and Confidentiality:

By Signing on this MOU, both the parties agree that confidential information about both the parties , will never be disclosed by any one of the parties, to any third party without the consent of the other party. Also, this document is confidential and both the parties can utilize it only for the purpose of Accreditation / Recognition / Incorporation from any Professional/Government Bodies only. Any other usage apart from the above has to be done with the written consent of the other party.

6. Termination :

Both Parties can mutually terminate this MOU, with a prior written notice of 6 months. Upon termination both the parties shall return the infrastructure / Confidential information / any other tools/programs to each other.

7. Renewal of MOU:

The MOU can be renewed upon its expiry for an additional period of 1 to 3 years , based on mutual agreement between both the parties.

BRIGHT FUTURE

A COMPLETE JOB CONSULTANCY CUM SKILL DEVELOPMENT
VIM-120, Phase-5, Sailashree Vihar, Chandrasekharpur,
Opp. Fire Station Lane BHUBANESWAR-751021, ODISHA

Ref:

Date:

8. Annexures to MOU

Through Annexures to this MOU, both the parties can perform below activities.

- a. Add any additional services based on mutual agreement between both parties
- b. List down the details of the Development activities.
- c. Indicate any activities that are being carried out (Non-Commercial or Commercial) with specific details.

9. Jurisdiction

This MOU falls under the jurisdiction of the court in Bhubaneswar, Odisha India


For BF


For
Bright Future
Bhubaneswar, Odisha
Proprietor

Bhubaneswar



For MIET


05/01/2022

(Dr. A. K. Swain)
Principal
MIET, Bhubaneswar
Dr. A. K. Swain
Principal
MIET,



Colossal Construction Private Limited

Plot No: HIG-318,K-5,Kalinga Vihar, Bhubaneswar - 751019
Email:mdcolossal@gmail.com,Website:www.ccplindia.com

Ref.No.....

Date.....

**MEMORANDUM OF UNDERTAKING (MoU)
BETWEEN
MAHAVIR INSTITUTE OF ENGINEERING AND TECHNOLOGY
AND
M/S. COLOSSAL CONSTRUCTION PRIVATE LIMITED.**

This Memorandum of Undertaking (hereinafter called as the 'MoU') is entered into on this the 3rd Day of January 2022 by and between.

Mahavir Institute of Engineering and Technology, Mahavir Nagar, Paniora, Palashpur, Bhubaneswar, Khurda, Odisha-752056 the First Party represented herein by its Principal and Head of Institution of **Mahavir Institute of Engineering and Technology and Colossal Construction Private Limited, Plot No. HIG-318, Kalinga Vihar, Bhubaneswar-751019, Odisha** as the Second Party and represented herein by its Managing Director. (Adaitya Prasad Nayak)

WHEREAS

- A) First Party is Higher Educational Institution named Mahavir Institute of Engineering and Technology, Odisha
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- C) The Parties intent to cooperate and focus efforts on cooperation within area of Skill Based Training Education, Placement, Industrial Visit, Expert Lecture.
- D) Colossal Construction Private Limited-the Second Party is engaged is Mechatronix, Soft computing, Plan and Construction Work & Architectural Work.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS:

CLAUSE 1: CO-OPERATION

1.1 Both Parties are united by common interest and objectives, and they shall establish co-operation.



Ref.No.....

Date.....

1.2 First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities.

1.3 The parties shall co-operate with each other and shall as promptly as is responsibly practical, relevant agreement

CLAUSE 2: CO-OPERATION

2.1. **Industrial Training (Internship) & Visits:** Industry and Institution interaction will provide an insight into the latest developments / requirements of the industries, the Second Party to permit the Faculty and Students of the First Party to visit its group companies and also involve in Industrial Training Programs for the First Party. This will provide confidence & smooth transition for students work. Also the Second party may register on the AICTE Internship Portal for the benefit of students as well as the Institution.

2.2. **Guest Lectures:** Second Party to extend the necessary support to deliver guest lecturers to the students of the First Party on the technology trends and in house requirements, infrastructural design, planning and construction work etc.

2.3. **Placement of trained students:** Second Party will actively engage to help the delivery of the training and placement of the students of the First Party on the technology trends and in house requirements.

2.4. There is no financial commitment on the part of the **Mahavir Institute of Engineering and Technology, Bhubaneswar** the First Party to take up any program mention in MoU. If there is any financial consideration, it will be dealt separately.

2.5. Both Parties to obtain all internal approvals, consents, permission and licenses of whatsoever nature required.

CLAUSE 3: VALIDITY

3.1. This Agreement will be valid for 3 years from the date of signing of MoU until it is expressly terminated by either Party on mutually agreed terms, during which period, the Second Part. Then in the interval of each 3 years the renewal will be mandatory.





Colossal Construction Private Limited

Plot No: HIG-318,K-5,Kalinga Vihar, Bhubaneswar - 751019
Email:mdcolossal@gmail.com,Website:www.ccplindia.com

Ref.No _____

Date _____

CLAUSE 4: RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as partnership.

First Party

By signing this MOU, I also confirm that, I am authorized to sign on behalf of Mahavir Institute of Engineering and Technology, Bhubaneswar

Principal

Name: Dr. Ajaya Kumar Swain
Date : 03.01.2022

(Dr. A. K. Swain)
Principal
MIET, Bhubaneswar

Seal

Second Party

By signing this MOU, I also confirm that, I am authorized to sign on behalf of Colossal Construction Private Limited, Bhubaneswar

Managing Director

Name: Mr. Adaitya Prasad Nayak
Date: 03.01.2021

Managing Director
Colossal Construction Private Limited
Bhubaneswar

Seal



Name and address of the 1 st Party	Name and address of the 2 nd Party
Name : Mahavir Institute of Engineering and Technology Address: Mahavir Nagar, Paniora, Palashpur, Bhubaneswar, Khurda, Odisha-752056	Name: Colossal Construction Pvt. Ltd. Address: Plot No. HIG-318, Kalinga Vihar, Bhubaneswar-751019, Odisha
Contact Details: 06742556582	Contact Details: 06742552487
Email: info@miet.edu.in	Email: mdcolossal@gmail.com
Website: www.miet.edu.in	Website: www.ccplindia.com
PAN No. : AAATN7735R	PAN No. : AAEECC0943R

Witness of 1 st Party	Witness of 2 nd Party
Prof. S. P. Satapathy, (Training and Placement Officer), MIET, Bhubaneswar.	Mr. Subham Mohanty (Programme Coordinator) Colossal Construction and Private Limited, Bhubaneswar
Prof. Sigma Barick, (HOD, BME), MIET, Bhubaneswar.	Mr. Dillip Kumar Mohanty (Field Supervisor) Colossal Construction and Private Limited, Bhubaneswar

Memorandum Undertaking

This Memorandum of Understanding is executed on the 16th day of March, 2022 by and between

MEGHNA TECHNOPARK PRIVATE LIMITED., a company incorporated under the provisions of the Companies Act, 2013, represented by its Managing Director, Dr. Bikram Kumar Pradhan, hereinafter referred to as "The Company" (which term shall, unless repugnant to the context or subject matter thereof mean and include its legal representatives, partners, subsidiaries, permitted assigns and successors-in-interest) OF THE ONE PART

AND

MIET Institution, Bhubaneswar having its registered office at Mahavir Nagar, Paniora, Palashpur, Khurda-752056 (Odisha), hereinafter referred to as "The Institute" (which term shall, unless repugnant to the context or subject matter thereof mean and include its legal representatives, partners, subsidiaries, permitted assigns and successors-in-interest) OF THE OTHER PART

WHEREAS

1. The Company is engaged in the business of research, development and distribution of computer aided engineering software solutions.
2. The Institute is a not-for-profit organisation that is engaged in the field of providing education and training in subjects such as civil engineering, mechanical engineering, etc.
3. The Institute has invited and requested the Company to support its efforts in the holistic training of its students and faculties alike by sharing the Company's experience in its field of industry.
4. Accordingly, the parties wish to execute a non-binding instrument outlining their respective voluntary understanding of how the significant industry expertise and experience of the Company can complement the activities of the Institute.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

1. Identification of Collaboration avenues

- a. The Institute and the Company may explore opportunities to conduct academic conferences, seminars and workshops in order to complement and enhance the skill set of the Institute's students in the field of Computer Aided Engineering (CAE).
- b. The Company and the Institute may further identify and formulate appropriate programs to train the students of the institute acquire practical skills to compliment their academic foundations with the purpose of improving their employment potential
- c. The Company and the Institute may also nominate persons who will act as their respective points of contact with each other in furtherance to this MoU.
- d. In the event the Institute contemplates and formulates a mentorship program in the field of Computer Aided Engineering, it is at liberty to seek the support and expertise of the Company to mentor students enrolled into its mentorship program.
- e. Both parties will endeavour to identify areas for research and development on which the personnel of the Company and the academic resources of the Institute including its students and faculty can jointly identify research problems and work towards solutions for the same.
- f. The Company and the Institute may also formulate a publication program whereby the Company can work with the Institute's personnel to develop and publish academic papers relevant to the Company's field of activity.
- g. The Institute may enlist the help of the Company to formulate projects for the students to undertake as part of their academic programs and curriculums



2. Confidentiality and Publication Policies

- a. Within 90 (ninety) days of executing this Memorandum of Understanding, the parties will execute a Non Disclosure Agreement (NDA) in the format enclosed as per ANNEXURE-A, subject to which the Company will be able to render assistance to the institute in terms of this MoU.
- b. Furthermore, the Company and the Institute will jointly develop an editorial policy and a publication policy setting out, among other things,
 - i. The ethical framework such as respect for third party intellectual property rights in all work undertaken by the parties pursuant to this MoU.
 - ii. The quality standards expected of all work undertaken by the Institute and its personnel including faculty and students while participating in any skill development programs, workshops, publication efforts or any other activity pursuant to this MoU.
 - iii. Setting up a publication committee to review all proposed publications and to approve the same in writing, failing which no work involving the participation of the Company or its ideas or Intellectual Property may be published
- c. The parties agree that pending the execution of the Non Disclosure Agreement, neither party shall convey any confidential information to the other.
- d. Furthermore, pending the completion of the activities described in sub clause (b) above, the Institute shall not publish any material involving either the Company or its intellectual property including patents, trademarks, know-how, algorithms, software code, trade secrets, statistical models and methods, designs, drawings, etc., without the express written approval of the Company.

3. Intellectual Property Rights

- a. Unless a specific agreement is executed in writing, the parties agree that neither party by virtue of executing this MoU or doing any act, deed or thing pursuant thereto shall convey any of its intellectual property rights in favour of the other.
- b. In the course of undertaking any activity in terms of this MoU, if the parties intend to create any intellectual property rights or undertake any transactions in intellectual property rights, they shall execute a separate agreement for the said purposes.
- c. Pending the execution of such an agreement, neither party can use any patents, trademarks, copyright, trade secrets, know-how or any other form of intellectual property belonging to the other, unless the same is expressly authorised in writing by the party having ownership over the same.

4. General



- a. This MoU is valid for a term of 1 (one) year only.
- b. Except the provisions of clause 2 (c) and (d) and clause 3 of this MoU, no other provision of this MoU shall qualify as a binding agreement or contract between the parties.
- c. Since clause 2 (c) and (d) and the provisions of clause 3 of this MoU are binding, the same may be terminated by either party with or without assigning any reasons with prior written notice of 90 (ninety) days in writing. However, all obligations and rights accrued prior to such termination will remain enforceable.
- d. This MoU shall be governed by the laws existing in force in India and the State of Odisha. The provisions of this clause are binding and enforceable.

MEGHNA TECHNOPARK PRIVATE LIMITED

Corporate Office- N4/208 IRC Village, Nayapalli, Bhubaneswar-751015, Odisha, India. | Email meghnatechnopark20@gmail.com | Contact No-7976036670

- e. The court(s) of law at Bhubaneswar, Odisha shall have exclusive jurisdiction over this MoU.
- f. This MoU shall not be amended or modified unless in writing and duly signed by the authorised representatives of both parties. This clause shall be binding and enforceable.
- g. This MoU is executed in duplicate, the original of which is in the custody of the Company, the duplicate of which shall be in the custody of the Institute, but shall, taken together constitute a single understanding between the parties.
- h. If either party undertakes any acts, deeds, things or omission or alters its position pursuant to a provision of this MoU that is not specifically identified as binding and enforceable within this MoU, then such act, deeds or things or omission or the alteration of its own position by the party shall be at such party's own risks and shall not result in any binding and enforceable rights or obligations arising to such a party.

IN WITNESS WHEREOF the parties hereby confirm their respective voluntary understanding of the contents of this MoU on the date, month and year first above written.

INSTITUTE	COMPANY
 Dr. Ajaya Kumar Swain Principal (Dr. A. K. Swain) Principal MIET, Bhubaneswar Mahavir Institute of Engineering and Technology, Mahavir Nagar, Paniora, Palashpur, Bhubaneswar, Khurda, Odisha.	 Dr. Bikram Kumar Pradhan, Managing Director Managing Director Meghna Technopark Private Limited Bhubaneswar MEGHNA TECHNOPARK PRIVATE LIMITED, IRC Village, Bhubaneswar, Odisha-751015

