

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

School of Electronics, Devi Ahilya University, Indore

&

Engineer Philosophy Web Services Pvt. Ltd. , Indore

Abhinav — Abhinav

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on this the 28th Jan, 2019

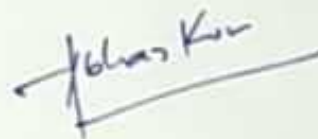
BETWEEN

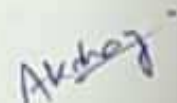
School of Electronics, Devi Ahilya University, Indore represented herein by its **Head** (hereinafter referred as '**First Party**', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns). **AND Engineer Philosophy Web Services Private Limited, Indore** and represented herein by its **Director** (hereinafter referred to as "**Second Party**", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
- (i) **School of Electronics, Devi Ahilya University, Indore**
- B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their


J. K. Kulkarni


Akshay

resources, and provide each of them with enhanced opportunities.

- C) The Parties intent to cooperate and focus their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest;
- E) **Engineer Philosophy Web Services Private Limited, Indore** , the Second Party is engaged in Business, Software Development, Education and R&D Services in the fields of **IT Services & GIS Spatial Products** and related fields
- F) **Engineer Philosophy Web Services Private Limited, Indore** the Second Party is promoted by Not Applicable Group; Address and background of the Company;
- G) Give related information, its branches, and dimensional information about the industry concerned with whom the MoU is sworn.

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 interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the **Institution** and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2 First Party and Second Party co-operation will facilitate effective utilization

Abhishek *AK Singh*

of the intellectual capabilities of the faculty of First Party providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry, the Second Party.

- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give 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. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the

Abhas Kumar Akshay

students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.

- 2.4 **Internships and Placement of Students:** Second Party will actively engage to help the delivery of the Internship and placement of students of the First Party into internships/jobs, as per AICTE internship Policy. The Second Party will also register itself on AICTE Internship Policy Portal for disseminating the Internship opportunities available with them.
- 2.5 **Research and Development:** Both Parties have agreed to carry out the joint research activities in the fields of **GIS Products and Services**.
- 2.6 **Skill Development Programs:** Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready.
- 2.7 **Guest Lectures:** Second Party to extend the necessary support to deliver guest lectures to the students of the First Party on the technology trends and in house requirements.
- 2.8 **Faculty Development Programs:** Second Party to train the Faculties of First Party for imparting industrial exposure/ training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.
- 2.9 Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for offering the Programs on the terms specified herein
- 2.10 There is no financial commitment on the part of the **School of Electronics**, the First Party to take up any program mentioned in the MoU. If there is any

Abbas Khan
Abbas Khan

financial consideration, it will be dealt separately.

CLAUSE 3 INTELLECTUAL PROPERTY

- 3.1 Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either Party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **Engineer Philosophy Web Services Private Limited, Indore**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner or Engineer Philosophy Web Services Private Limited, Indore**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU
- 4.2 Both Parties may terminate this MOU upon 30 calendar days' notice in writing. In the event of Termination, both parties have to discharge their obligations

CLAUSE 5 RELATIONSHIP BETWEEN THE PARTIES

- 5.1 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 a partnership. Neither Party is authorized to use the other Party's name in any way, to make any

John Kumar Akidog

representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

FirstParty

SecondParty

Any divergence or difference derived from the interpretation or application of the MoU shall be resolved by arbitration between the parties as per the Arbitration Act, 1996. The place of the arbitration shall be at District Head Quarters of the First Party. This undertaking is to be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Indore.

Abhishek Kumar

Akshay

AGREED:

For School of Electronics, DAVV, Indore


28.1.19

Authorized Signatory & Head
School of Electronics
Devi Ahilya University
INDORE (M. P.) 452 017


Engineer Philosophy Web Services
Private Limited, Indore

For Engineer Philosophy
Web Services Pvt. Ltd.



28.1.19
Director.
Authorized Signatory

School of Electronics, DAVV, Indore	Engineer Philosophy Web Services Private Limited, Indore
School of Electronics, Devi Ahilya University, Indore	205, Atulya IT Park, Khandwa Road, Indore
Contact Details: +91-731-2463754	Contact Details: +91-9589125058
E-mails: head.elex@gmail.com	E-mails: akshay@engineerphilosophy.com
Web: www.elex.davv.ac.in	Web: https://engineerphilosophy.com/


Witness 1: Dr. Anishya



Director of ED

Witness 3:


APARNA DED

Witness 2: Mr. Kesli Pansare, IAS


Asst. Prof. School of Elec-
tronics, DAVV, Indore

Witness 4: 

(Dr. Manjiv K. Chatterjee)
Asst. Professor,
School of Electronics,
DAVV.

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

School of Electronics, Devi Ahilya University, Indore

&

goMap Software Solutionz Private Limited, Indore

Deepali

Abhishek

MEMORANDUM OF UNDERSTANDING

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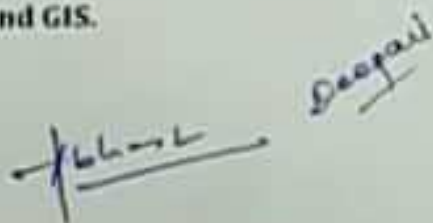
BETWEEN

School of Electronics, Devi Ahilya University, Indore represented herein by its **Head** (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns). AND **goMap Software Solutionz Private Limited, Indore** and represented herein by its **Director** (hereinafter referred to as "Second Party", company which expression, unless excluded by or repugnant to the subject or context shall include its successors - in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties' and individually as 'Party')

WHEREAS:

- A) First Party is a Higher Educational Institution named:
 - (i) **School of Electronics, Devi Ahilya University, Indore**
- 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 their efforts on cooperation within area of Skill Based Training, Education and Research.
- D) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interest.
- E) **goMap Software Solutionz Private Limited, Indore**, the Second Party is engaged in Application Development, Training and R&D Services in the fields of IT and GIS.

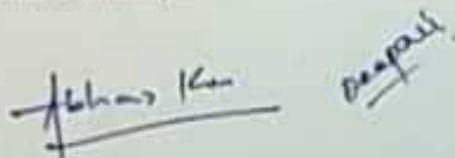


- F) **goMap Software Solutionz Private Limited, Indore**, the Second Party, is a GIS & Software development startup located in 4th Floor Shell tower opposite Pizzafut Sapna Sangeeta Main Road, Indore (M.P). The essential characteristics of this startup are professionalism, originality and innovation in every project.
- G) The talented, dynamic and young professionals at goMap efficiently use their technical expertise to enable high end solutions for our clients. goMap started with a team of 6 professionals with an average experience of 2 - 3 years. The team is proficient enough to deal with the client's requirement and satisfy them with our solutions. The directors at goMap are young fellows with a strong determination and sky as their limit.

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CLAUSE 1 CO OPERATION

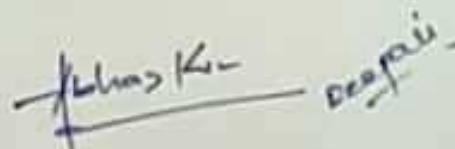
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- 1.3 The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The term of Definitive

Handwritten signatures of the two parties, one appearing to be 'Johns K...' and the other 'Deepak'.

Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 SCOPE OF THE MoU

- 2.1 The budding graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2 **Curriculum Design:** Second Party will give valuable inputs to the First Party in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully.
- 2.3 **Industrial Training & Visits:** Industry and Institution interaction will give 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. The industrial training and exposure provided to students and faculty through this association will build confidence and prepare the students to have a smooth transition from academic to working career. The Second Party will provide its Labs / Workshops / Industrial Sites for the hands-on training of the learners enrolled with the First Party.
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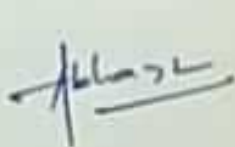
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CLAUSE 4 VALIDITY

- 4.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during which period **goMap Software Solutionz Private Limited, Indore**, the Second Party, as the case may be, will take effective steps for implementation of this MOU. Any act on the part of **Training Partner** or **goMap Software Solutionz Private Limited, Indore**, the Second Party after termination of this Agreement by way of communication, correspondence etc., shall not be construed as an extension of this MOU



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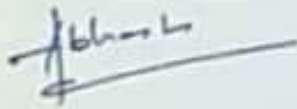
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For School of Electronics, DAVV, Indore

Abhay Kumar
28.1.2019

Authorized Signatory
Professor & Head
School of Electronics
Devi Ahilya University
INDORE (M. P.) 452 017

goMap Software Solutionz Private
Limited Indore

Geeta
Authorized Signatory


School of Electronics, DAVV, Indore	goMap Software Solutionz Private Limited, Indore
School of Electronics, Devi Ahilya University, Indore	401, Shell Tower opp Pizza Hut Sapna Sangeeta Main Road, Indore
Contact Details: +91-731-2463754	Contact Details: +91-731-4006855, +91-99818-38412, +91-89897-39390
E-mails: head.elex@gmail.com	E-mails: gomap.solutionz@gmail.com
Web: www.elex.davv.ac.in	Web: https://www.gomap.co.in

Witness1:

K. Pooja
(Ms. Keshi Pooja Bhat)

Witness2:

Ankit Soni
ANKIT SONI

Witness3:

Manjiv K. Chatterjee
(Dr. Manjiv K. Chatterjee)

Witness4:

Shikha Bhatti
SHIKHA BHATTI

MEMORANDUM OF UNDERSTANDING (MOU)

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School of Electronics, Devi Ahilya University, Indore

&

Gour Software & Services Pvt. Ltd., Indore

Bzakar

Abhas Kumar

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Dr. K. S. Kulkarni Dr. K. S. Kulkarni

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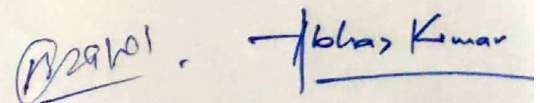
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B. S. Rao *Abhishek*

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 Rajesh Kumar

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B29201 Abhis K

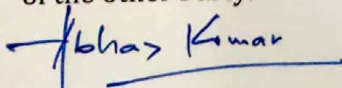
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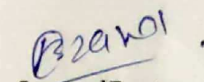
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FirstParty


SecondParty

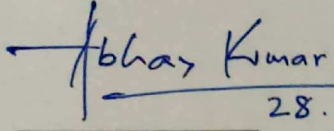
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f. bhargava (Signature)

AGREED:

For School of Electronics, DAVV, Indore

Gour Software & Services Pvt.
Ltd., Indore


28.1.19

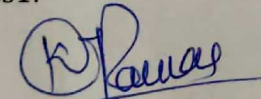
for Gour Software & Services Pvt.
Ltd.
28.1.19

Authorized Signatory
Professor & Head
School of Electronics
Devi Ahilya University
INDORE (M. P.) 452 017

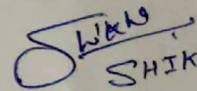
Authorized Signatory
Director

School of Electronics, DAVV, Indore	Gour Software & Services Pvt. Ltd., Indore
School of Electronics, Devi Ahilya University, Indore	JH - 54, Road No. 4, Income Tax Colony, Nanda Nagar, Indore
Contact Details: +91-731-2463754	Contact Details: +91- 9826418972
E-mails: head.elex@gmail.com	E-mails: akhileshgour@yahoo.com
Web: www.elex.dauniv.ac.in	Web: http://www.goursoft.com/

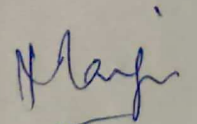
Witness1:


(Ms. Kirti Pawar Bhati)


Witness2:


SHIKHA BHARTI

Witness3:


(Dr. Maju K. Chetipadhyay)

Witness4:


(Abhay Kumar)

MEMORANDUM OF UNDERSTANDING

Between Police Reforms Cell Madhya Pradesh and DEVI AHILYA VISHWAVIDYALAYA,
INDORE

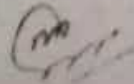
This Memorandum of Understanding (MOU) on 3rd August, 2018 by and between (DEVI AHILYA VISHWAVIDYALAYA, INDORE) situated at Indore, Madhya Pradesh, and Police Reforms Madhya Pradesh Bhopal (A Government of M.P. Organization)

1. Scope of the MOU

This MOU details the modalities and general conditions regarding collaboration between DEVI AHILYA VISHWAVIDYALAYA, INDORE and Police Reforms Cell Madhya Pradesh for enhancing, within the country, the availability of highly qualified manpower in the areas of data analytics, cyber security, data mining, web applications, mobile applications, artificial intelligence and machine learning without any prejudice to prevailing rules and regulations in both the departments without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of Madhya Pradesh in so far as such mechanism applies to both the departments. The areas of cooperation can be extended through mutual consent.

2. Objectives of MOU

- a. To promote and enhance research/develop solutions for various challenges faced in policing and investigation using communication, IT tools, Artificial Intelligence and machine learning.
- b. To provide opportunity to students for working on real life projects decided by Madhya Pradesh Police Reforms thus enabling DEVI AHILYA VISHWAVIDYALAYA, INDORE to impart quality, realistic and practical education to its students.
- c. Improving employment opportunity of its students by improving their practical exposure, experience and skills.
- d. To encourage the students of DEVI AHILYA VISHWAVIDYALAYA, INDORE to interact with the Field/ Technical Officers of Police.
- e. To provide full domain knowledge, concepts and guidance for developing solutions for various challenges before police.
- f. To boost confidence level of students and developing zeal for conceptualization, designing and devising solutions using artificial intelligence, business intelligence, machine learning and other IT tools.
- g. Developing partnership between Police Reforms Madhya Pradesh and Academicians for developing solutions under joint guidance of Internal Guide of DEVI AHILYA VISHWAVIDYALAYA, INDORE and External Guide, Special DGP, Police Reforms, M.P.
- h. To recognize, reward and appreciate good work done by the students on various projects with intent to enrich their C.V. and improve their employability with the best industries and institutions.



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- i. To develop capacity, confidence, self worth of students for starting New Ventures.
- j. Provide opportunity to faculty of DEVI AHILYA VISHWAVIDYALAYA, INDORE to gain experience in developing end to end solutions for practical challenges with respect to investigation in particular and policing in general.

3. Technical Area of Collaboration

- a. Practical domain knowledge related technical training/ counselling/ guidance of DEVI AHILYA VISHWAVIDYALAYA, INDORE students GRP/ Police Reforms and other related units.
- b. Police Reforms and DEVI AHILYA VISHWAVIDYALAYA, INDORE faculty members will provide joint guidance for process modification, process re-engineering, modernization and trouble shooting, etc.
- c. Arranging/ delivering special Lecture at DEVI AHILYA VISHWAVIDYALAYA, INDORE on the latest technical topic or challenges of Policing/ Investigation.
- d. Show case of product or activities of GRP/ Police at the seminar/workshop/ conference, etc. at DEVI AHILYA VISHWAVIDYALAYA, INDORE.
- e. Provide summer internship for second and third year students under auspices of Police Reforms, MP.
- f. Provide DEVI AHILYA VISHWAVIDYALAYA, INDORE/ domain knowledge and guidance for Major Projects on various subjects of police department, which would be part of their curriculum.
- g. Police Reform, MP may depute its expert/ personnel/ partners from Industries as visiting faculty at DEVI AHILYA VISHWAVIDYALAYA, INDORE to deliver any lecture on latest technology adopted by the police.
- h. Organize the workshop for basic computer training for GRP/ other police personnel.
- i. Research supervisors from both organizations will be the corresponding authors in any publication resulting from the collaborative work.

4. Terms and Conditions

- a. Police Reform MP will provide training/internship certificates to those Students and Faculties who opted for it.
- b. DEVI AHILYA VISHWAVIDYALAYA, INDORE will organize any training for GRP/ Police Personnel as part of MOU without any financial implication on DEVI AHILYA VISHWAVIDYALAYA.
- c. If any faculty of DEVI AHILYA VISHWAVIDYALAYA, Indore visits Police Reforms Cell, Bhopal for discussion related to projects, Travel allowance of the faculty will be borne by DEVI AHILYA VISHWAVIDYALAYA, Indore as per

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rules of DEVI AHILYA VISHWAVIDYALAYA, after approval of Vice Chancellor.

- d. This MOU may be amended, renewed and terminated with mutual agreement of the DEVI AHILYA VISHWAVIDYALAYA, INDORE and Police Reforms, MP.
- e. Either any one shall have the right to terminate this MOU upon 60 days prior written notice to the other Institute.
- f. Students of DEVI AHILYA VISHWAVIDYALAYA, INDORE shall do their internship without any stipend by Police Reforms/ DEVI AHILYA VISHWAVIDYALAYA.

5. Evaluation of the Projects

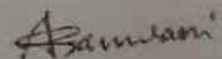
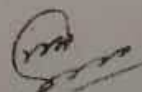
Projects undertaken under this MOU shall be jointly evaluated by internal guide and external guide and would be jointly signed

6. Confidentiality

- a. The students and faculties of the DEVI AHILYA VISHWAVIDYALAYA, INDORE have to maintain confidentiality of concept, domain knowledge and contents. Concerned faculty and students have to sign confidentiality affidavit in this respect.
- b. All the domain knowledge, information/data provided or created during the performance of the MOU and will not be disclosed same to any third party without written consent of the Special DGP Police Reforms MP.

7. Intellectual Property Rights

- a. If the outcome of these projects 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/ Print/ Verbal, etc.
- b. If the outcome of the projects fall under the category of intellectual property but does not fall under clause 7 a. of this MOU and Police Reforms Madhya Pradesh, wishes to take patent then participating student and faculty will also be the patentees.
- c. All the efforts put by the student/s as a part of this MOU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- d. Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.



8. Duration of MOU

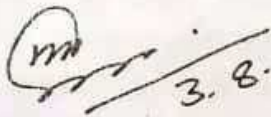
This agreement shall be initially valid for three years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.

9. Coordinators

Both partners will designate persons who will have responsibility for co-ordination and implementation of this agreement.

10. Signed in Duplicates

This MOU is executed in the duplicate with each copy being an official version and having equal legal validity. By Signing below, DEVI AHILYA VISHWAVIDYALAYA, INDORE and GRP, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as the day and year first above written.


3.8.2017


Mathili Sharan Gupta, IPS

Special Director General

Police Reforms, Madhya Pradesh

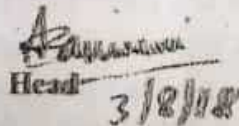
Police Head Quarter, Bhopal,

mathilisharan@gmail.com


Registrar,

Devi Ahilya Vishwavidyalaya,

Indore, Madhya Pradesh


Head
3/8/17

School of Computer Science & IT,

Devi Ahilya Vishwavidyalaya,

Indore, Madhya Pradesh



मध्य प्रदेश MADHYA PRADESH

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MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

School of Electronics DAVV, Indore

and

Sciencetech Technologies Private Limited, Indore

This Memorandum of Understanding is executed in School of Electronics DAVV, Indore on the August 21, 2018 between:

School of Electronics DAVV, Indore, having its principal address at School of Electronics, Devi Ahilya University, Takshashila Campus, Khandwa Road, Indore (M.P), INDIA.

AND

Sciencetech Technologies Private Limited, having its principal address at 94, Electronic Complex, Pardesipura, Indore, herein after referred to as Sciencetech, a company providing practical engineering solutions to the budding engineers.

Abhay Kumar
Dr. ABHAY KUMAR
Professor & Head
School of Electronics
Devi Ahilya University
INDORE (M. P.) 452 017



WHEREAS:

- (i) School of Electronics DAVV, Indore, nurtures scientific manpower in these areas of Engineering and Technology and takes up industrial challenges and consultancy with profounding research architects thereby contributing to our futuristic Nation.
- (ii) Sciencetech Technologies Private Limited is affianced in exploring different avenues of test analog, digital, wireless communication through IoT for building innovative solutions.

School of Electronics DAVV, Indore and Sciencetech are hereinafter individually referred to as 'Party' and jointly referred to as 'Parties'.

In pursuance of the aforesaid, both, School of Electronics DAVV, Indore and Sciencetech Technologies, hereto wish to record under this MoU, the terms of their mutual understanding in order to establish a framework for initiating innovative solutions and research in the areas of Smart Environment, Precision Agriculture, Solar and IoT Technology focusing towards:

- Research and Development in the areas of Smart Environment, Precision Agriculture, Solar and IoT.
- Exposing the students to the emerging technologies by imparting industrial training to the budding engineers.
- Appreciating and creating a large reservoir of highly qualified manpower in the functional areas of Smart Environment, Precision Agriculture, Solar and IoT
- Clubbing their efforts by pooling their expertise and resources.

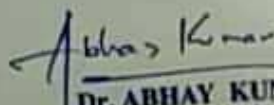
INTEND to form a nucleus for promoting excellent quality manpower in the fields of Engineering and Technology with special emphasis on Smart Environment, Precision Agriculture, Solar and IoT.

This MoU sets out the frame work within which both School of Electronics DAVV, Indore and Sciencetech will jointly consent and work together to explore on the scope of potential activities for mutual benefit. This MoU is for discussion purposes only and does not constitute an offer worthy of acceptance. The proposed transactions contemplated hereunder in this MoU will be incorporated based on the mutually agreeable terms and conditions cited.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both School of Electronics DAVV, Indore and Sciencetech hereby jointly acknowledge to sign this Memorandum of Understanding (MoU).

ARTICLE-1: SCOPE OF THE MoU:

This MoU details with the modalities and general conditions regarding proposed collaboration between School of Electronics DAVV, Indore and Sciencetech for enhancing within the country, the availability of research and application oriented manpower in the areas of Smart Environment, Precision Agriculture, Solar and IoT without any prejudice to the prevailing rules and regulations in School of Electronics DAVV, Indore and Sciencetech without any disregard between both parties signing this MoU. The areas of co-operation can be extended through mutual consent.


Dr. ABHAY KUMAR
Professor & Head
School of Electronics
Devi Ahilya University
INDORE (M. P.) 452 017



ARTICLE- II: SCOPE OF THE TERMS OF INTERACTIONS:

Both School of Electronics DAVV, Indore and Scientech shall encourage interaction between the engineers, scientists, research fellows, faculty members and students of both the organizations through the following arrangements in which the terms may be negotiated and executed between the parties in writing from time to time:

- a) Exchange of personnel through deputation or any other arrangement as per the rules of the respective institute and organizations for limited period as mutually agreed upon.
- b) Organization of joint Conferences, Faculty Development Programs and Seminars. University will provide the space, electrical amenities as per School of Electronics DAVV, Indore norms for conducting such programs.
- c) Practical training for School of Electronics DAVV, Indore students at Scientech subject to the rules and policies of Scientech through internships and in case of such training the students would sign up relevant forms provided by Scientech.
- d) Joint guidance of student projects/thesis in the related and specialized areas of Smart Environment, Precision Agriculture, Solar and IoT of national interest at School of Electronics DAVV, Indore by Scientech on mutually agreeable terms.
- e) Scientech would endeavour to accommodate B.Tech / M.Tech students who will be available for a minimum period of 3 months and a maximum of 10 months internships in such a number that Scientech deems convenient to it for the purpose of imparting industrial training subject to the rules and policies of Scientech in respect of such internships and such students agreeing and signing relevant forms provided by Scientech. Students would make their own arrangements for lodging and Transportation.
- f) Scientech may depute its personnel as visiting faculty at School of Electronics DAVV, Indore to teach any of the regular course or specialized topics subject to the terms of School of Electronics DAVV, Indore.
- g) Scientech personnel, as well as research scholars, may also be allowed to enroll for their Ph.D/M.Tech (Research) at School of Electronics DAVV, Indore, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of School of Electronics DAVV, Indore. Further, Scientech may request to design and teach a course or courses which it deems fit to enhance quality and performance of its employees. Such courses may be run at any mutually convenient premises.
- h) Scientech may seek assistance/guidance from School of Electronics DAVV, Indore faculty member/s in product/process modification, modernization, trouble shooting subject to mutually agreeable terms.
- i) Scientech would permit School of Electronics DAVV, Indore students and faculty members to visit their industrial premises for half/full day which would facilitate them to have an exposure to the trendy equipment, instrument subject to such students complying with Scientech policies regarding access to Scientech premises and information.
- j) Scientech may showcase its business activities at the seminar/workshop/conference /FDP on marginalized bounds with minimum honorarium as per School of Electronics DAVV, Indore norms to facilitate such programs at School of Electronics DAVV, Indore.
- k) School of Electronics DAVV, Indore would organize one or two workshops/FDP/Seminar/Conference for one day/two days/Multi-Day in National /International Level. School of Electronics DAVV, Indore would provide the infrastructure facility and Scientech would extend free hands on training sessions and training services and provide certificates for the participants.

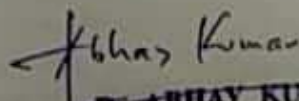
Abhay Kumar

Dr. ABHAY KUMAR
Professor & Head
School of Electronics
Devi Ahilya University
INDORE (M. P.) 452 017

[Signature]



- l) Sciencetech may avail library, Internet, computational facilities at School of Electronics DAVV, Indore Campus.
- m) Postgraduate students will be allotted a research supervisor from School of Electronics DAVV, Indore Campus. A research scientist / engineer at Sciencetech may be appointed as a co-research guide as per the rules of the respective institute and organization for a student registered for Ph.D/M.Tech (regular or research) degree at School of Electronics DAVV, Indore. The student may be encouraged to take up the project such that Sciencetech desirably benefits from its outcomes.
- n) The students will carry out part of their Ph.D research work or M.Tech / B.Tech project at School of Electronics DAVV, Indore Campus and Sciencetech depending on the nature of the work as per the rules of the respective institute and organization and depending on facilities and requirements.
- o) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent. Any use of Sciencetech Incorporated name, trade name or trade/service mark including for use in any such thesis shall be subject to prior written consent of Sciencetech.
- p) Both School of Electronics DAVV, Indore Campus and Sciencetech will be free to independently carry out follow-up research on the thesis work conducted, under this scheme.
- q) If the outcome of a project related to product development, process technology and design which involve matter of secrecy and concern of the states and India, the same will not be allowed for publication/printing/publicizing in any form such as for instance electronically/verbal or any other related form not agreed with mutual consent. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty by the parties under the law will be decided on case to case basis after mutual consultation.
- r) Research supervisors from both the institutes and organization may be the corresponding authors in any publication resulting from the collaborative work as mutually agreed between the parties. All the efforts put by the student/s as a part of this MoU may be accounted for by way of reporting the work in thesis and / or paper publication except the part for which IPR needs to be claimed as mutually agreed between the parties.
- s) Neither of the supervisors will publish the work carried out under this MoU without the knowledge of the other.
- t) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, and other related issues would be elucidated out and mutually agreed clearly before starting the activity.


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ARTICLE-III: SHARING OF FACILITIES:

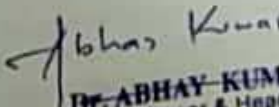
- a) School of Electronics DAVV, Indore and Scientech will make magnanimous and reasonable provisions in an endeavour to share their respective R&D facilities in order to promote academic and research interaction in the areas of co-operation.
- b) School of Electronics DAVV, Indore and Scientech may permit the sharing of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules and policies governing the two institutes and organization. However, responsibility for safety of software and other materials during the exchange will be implemented based on the consent from the respective Head of the academic department / Section and Organization heads.
- c) School of Electronics DAVV, Indore and Scientech shall provide access to the library facilities to scientists, faculty members and students as per the prevailing rules and norms in the respective institutes and organizations.
- d) Scientech would provide TECHNICAL GUIDANCE for Lab based on the mutual consent from both the parties.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS:

- a) The collaborative programme between School of Electronics DAVV, Indore and Scientech shall be co-ordinated by a co-ordination committee appointed by Dean/Director of both the Institute and organization.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from the heads of both the Institution and organization.
- c) School of Electronics DAVV, Indore and Scientech are independent contractors and this MoU will not establish any relationship of partnership, joint venture, employment, franchise or agency between School of Electronics DAVV, Indore and Scientech.
- d) Scientech would provide free training services which would facilitate the Institute to conduct such programs. The commercial terms and conditions for providing such services would be based on the mutual consent.

ARTICLE-V: EFFECTIVE DATE AND DURATION OF MoU:

- a) This MoU shall be effective from the last date of execution by competent authorities at both ends as specified in signature block below.
- b) The duration of the MoU shall be for a period of 3 years from the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than six months by either party.
- d) Any clause or article of the MoU may be modified or amended by mutual agreement of School of Electronics DAVV, Indore and Scientech.


DR. ABHAY KUMAR
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ARTICLE-VI: IPR:

School of Electronics DAVV, Indore is and shall remain exclusively entitled to all right and interest in and to all School of Electronics DAVV, Indore Technology (defined below) and Scientech is and shall remain exclusively entitled to all right and interest in and to all Scientech Technologies Pvt. Ltd.,(defined below). Rights regarding publications, patents, royalty, and ownership of software/design/product developed under the scope of this MoU and or any definitive agreement shall be decided by the two parties by mutual consent. "School of Electronics DAVV" Indore's proprietary technology, software both printed and electronic (in source and object forms), know-how, and any related intellectual property rights throughout the world (whether owned by School of Electronics DAVV, Indore or licensed to School of Electronics DAVV, Indore from a third party) including any derivative works, modifications and enhancements thereof."SCIENTECH Technology means Scientech's proprietary technology, including without limitation, Scientech's services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic),network designs, know-how, business methods, and any related intellectual property rights throughout the world (whether owned by Scientech or licensed to Scientech from a third party) including any derivative works, modifications and enhancements thereof.

ARTICLE-VII: CONFIDENTIALITY:

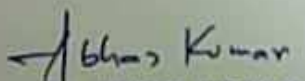
During the tenure of the MoU both School of Electronics DAVV, Indore and Scientech will maintain strict confidentiality and prevent disclosure of any or all of the information and data exchanged under the scope of the MoU for any purpose other than in accordance with this MoU.

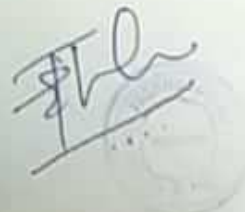
Both School of Electronics DAVV, Indore and Scientech shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement of agreed PROJECTS.

Further both School of Electronics DAVV, Indore and Scientech shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However, confidential information shall not include any data or information which:

- (a) Is or becomes publicly available through no fault of the receiving party.
- (b) Is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) Is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) Is rightfully obtained by the receiving party from a third party, or is in the public domain
- (e) Is disclosed with the written consent of the party whose information it is, or
- (f) Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party;


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ARTICLE VIII: AMENDMENTS:

Any amendment and / or addenda to the 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 addenda.

ARTICLE IX: RESOLUTION OF DISPUTES:

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Shegaon.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this MoU both the parties shall first try to resolve the dispute / difference amicably between the Dean, School of Electronics DAVV, Indore and the Managing Director, Scientech themselves, failing which the matter shall be referred to and settled through arbitration in the court under Shegaon jurisdiction. Each party shall nominate arbitration which would be final and binding. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Shegaon and Language of arbitration shall be English. The Court of Shegaon shall have the exclusive jurisdiction in all the matters.

The Period of Agreement is for three years and could be extended with mutual agreement.

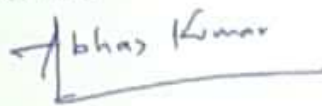
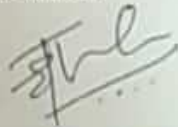
From (Date)

To(Date)

In WITNESS WHEREOF, the parties hereto have executed this agreement (MoU) by their duly authorized Executives/Representatives.

For and On-behalf of

For and On-behalf of



Scientech Technologies Pvt. Ltd.,

School of Electronics DAVV, Indore

Name: Mr. SATISH THAKRE

Name: Dr. ABHAY KUMAR

Designation: CHIEF TECHNOLOGY OFFICER

Designation: Professor & Head

Seal:



Seal:

Dr. ABHAY KUMAR
Professor & Head
School of Electronics
Devi Ahilya University
INDORE (M. P.) 452 017

Witnesses:

(Signature)

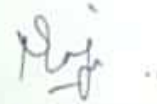


Name in Block Letters: Mr. RAJEEV KARTHIA

Designation: ASSISTANT MANAGER (Embedded & IOT)

Address: 94, Electronics Complex
Pardeshipura, Indore

(Signature)



Name in Block Letters: Dr. MANJU K CHATTOPADHYAY

Designation: Asst. Professor

Address: School of Electronics
DAVV, Indore