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M 906122

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU")

is between

Clicks Talent Connect Pvt Ltd having its operational office at First Floor, Hebron Tower9, Old Madras Road, Bhattarahalli, Bengaluru, Karnataka - 560049, (hereafter referred to as "**Clicks Campus**"), an organization committed to providing Online and offline Skill Development Courses & Professional Certification Courses

and

Centurion University of Technology and Management having its Bhubaneswar campus at Ramchandrapur, Jatni, Khurda 752050 is a State enacted private university of Odisha established by state legislation (Orissa Act 4 of 2010) notified in the Gazette vide No 9609/I-Legis-21/2010 dated 27.8.2010 for conducting various courses besides vocational education and training and is a UGC notified & NAAC A Grade accredited, Skill University, COE of MSDE a University committed to value-based education, hereafter referred as **partner**.

RECITALS:

- A. WHEREAS Clicks Campus has been established for the purpose of enriching the Skills and to jointly work for enhancing the quality of employability of students by providing access to Clicks Campus Career and Skilling Platform.
- B. WHEREAS partner wishes to collaborate with the Clicks Campus for the purpose of getting free access to selected courses on Employability and Skill Development courses for all the students associated with partner.

NO-9594

Centurion university of technology & management

31-5-2022

FOR- Prasant Ku Nayak

AT- Ramachandrapur

PS- Jatni DIST - Khordha

RS-100/-

Satyadeep Mohanty
Stamp Vender
S.R Office, Jatni 31-5-2022

Prasant Kumar Nayak



NOW THEREFORE THE PARTIES HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:

1. This MOU is for collaboration between both parties, for mutual benefit, to enhance the quality of the educational experience of students of the partner and for the specific purposes mentioned below.
2. Clicks Campus shall be responsible for providing Free logins to all the students of University College, Constituent Colleges and Affiliated colleges associated with partner irrespective of their disciplines and academic years of studies.
3. Partner shall be responsible for providing the required information in the format specified by Clicks Campus to generate successful login credentials.
4. Partner shall be responsible to extend full support in organizing the Virtual Roadshow event to exchange the MoU and providing awareness to students about the free courses which are being given to students of partner.
5. Clicks Campus shall give free access to 200+ hours of Employability training courses on Clicks Campus platform to all the students of partner and students can access these courses for four years from the date of signing the MoU.
6. Clicks Campus shall provide free access to the Career section of the platform, which enlightens students about various Job opportunities existing in the private and public sectors.
7. Clicks Campus shall only be providing information about career opportunities for students but it shall not be the responsibility of Clicks Campus to provide placement opportunities, organize recruitment drives and coordinate with recruiters for student placements.
8. Clicks Campus shall provide free access to all the published online courses listed in the Knowledge section of the platform.
9. Clicks Campus shall have all the privileges to get Corporate Social Responsibility Fundings from various corporate groups or standalone entities for the programs offered for free to students of the University and partner shall not claim any share in the revenue generated through CSR funds raised for the above said free activities.
10. Other courses or sections on the platform shall not be available for free for students of the partner as these courses/sections are not under the purview of this collaboration and other regular operational and functional process flow of Clicks Campus on the platform shall be continued as usual, as they are not under the scope and objectives of this MoU.
11. University shall be responsible to ensure login credentials generated for students shall be effectively used by the respective student and the login credentials shall not be transferred to any unauthorized individuals or organizations or entities.
12. The parties, their representatives, and/or assignees, following the execution of this MOU, desire to maintain close contacts with each other to achieve the goals and objectives of, and to develop the ideas acknowledged in this MOU.



13. Both parties hereby agree to designate a representative from its side who will be the primary point of contact on behalf of that party.
14. The terms and conditions mentioned herein shall commence on the execution of this MOU for all the students of the partner and shall continue for a period of **Four Academic Years** or for such period as may be determined or extended by the parties from time to time by written notice.
15. Clicks Campus shall be responsible to generate login credentials each academic year for new students enrolling in the University for the fresh academic year and Partner shall provide the required data for the same.
16. Partner shall provide a time slot to Clicks Campus for having a Virtual Road Show for every new batch of students enrolling in the new academic year to bring awareness about Clicks Campus and the platform offered.
17. Partner shall intimate time slot to its partner 15 days prior for making suitable arrangements for Virtual Roadshow event.
18. E-Certificate for the student successfully completing Employability training shall be issued only based on the satisfactory completion of training and performance of the student in the assessment associated with the course.

CONFIDENTIALITY

a) Confidential Information:

a. The Parties own and may develop, compile and own certain proprietary techniques, trade secrets, and confidential information, which are very valuable to that Party (collectively, "Confidential Information"). The disclosing Party may disclose Confidential Information to the other during the performance of the Services.

b. Confidential Information is any information relating to the disclosing Party that is not accessible by the general public and includes not only information disclosed by the Party, but also information developed or learned by the Party during the performance of the Services. The Disclosing Party's Confidential Information is to be broadly defined and includes all information, which has or could have commercial value or other utility in the business that the other Party is or may be engaged in and the unauthorized disclosure of which could be detrimental to the interests of the disclosing Party, whether or not such information is identified by disclosing Party.

c. Confidential Information includes, but is not limited to, details of the disclosing Party and business contacts, developments, designs, inventions, software, techniques, know-how, data, marketing, sales or other business information, scripts, costs and resources, tools used; and all derivatives or improvements to any of the



above.

b) Non-disclosure and Protection: The Parties agree that at all times during or subsequent to the performance of the Services, the Parties will keep confidential and not disclose or cause to be disclosed, publish, disseminate or otherwise make available or use Confidential Information, except for the receiving Party's own use during the Term of this MOU and only to the extent necessary to perform the Services. The receiving Party shall not remove or cause to remove tangible embodiments of, or electronic files containing, Confidential Information from the disclosing Party, without prior approval of the disclosing Party and vice versa.

TERM AND TERMINATION

This MOU shall take effect immediately from the Effective Date and continue to remain in full force and effect for a period of Four years (hereinafter, the "Term") from the date of signing of the agreement. This agreement may be extended on mutual agreement of both parties unless earlier terminated by either of the parties.

- I. Termination of the MOU and the Services hereto may be made by either Party communicating its intention to do so to the other Party, by giving such other Party a 3-month's advance written enlisting reasons for such termination.
- II. Either Party may terminate this Agreement for cause by providing the other Party notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach, such breach may include wrong information or fraudulent activities or related activities or any breach of obligations under this Agreement, within fourteen (14) days after its receipt of intimation of such breach provided by the non-breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

INTELLECTUAL PROPERTY RIGHTS

Clicks Campus shall retain all rights, title and ownership to Intellectual Property that arises out of the provision of Services under this Agreement. Intellectual Property rights shall mean and includes all intellectual property, in any part of the world, whether registered or not registered, in particular: (a) all trademarks, service marks, trade names, logos; patents, design rights; trade secrets, including, know-how, technology, source code, API's, databases, design elements including user interfaces, formulae, industrial, scientific and commercial information, techniques and inventions; processes, manuals, documentation, and scientific and technical data and information; copyrights, works of authorship, and topography rights, data base rights; computer



hardware and software including computer programs and any other information in relation to the above; (b) technical know-how and information, business and market information, in relation to product and process development validation, integrated business support services,

operational support services, end user services, training and support service, marketing and other allied services; (c) all rights under licenses in respect of all of the above specified at (a) herein; (d) any applications or registrations for the protection of all of the rights specified at (a); and (e) all renewals and extensions thereof.

REPRESENTATIONS AND WARRANTIES

Both Parties represent that they are fully authorized and empowered to enter into this MOU. And that the performance of the obligations under this MOU will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation. The Parties hereby agree and undertakes not to host, display, upload, modify, publish, transmit, update or share any information which:

- a) belongs to another person and to which you do not have any right;
- b) infringes any patent, trademark, copyright or other proprietary/intellectual property rights;
- c) violates any law for the time being in force;
- d) deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;
- e) impersonates another person;
- f) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
- g) threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or
- h) is misleading or known to be false in any way.

LIABILITY

Except with respect to the parties' indemnification obligations, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other



torts.

DISCLAIMER OF WARRANTY

The warranties contained herein are the only warranties made by the parties hereunder. Each party makes no other warranty, whether express or implied, and expressly excludes and disclaims all other warranties and representations of any kind, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

RESOLUTION OF DISPUTES

The Parties hereby agree that any disputes arising out of or in connection with this MOU shall be handled within the jurisdiction of the courts of Bengaluru.

EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signatures of the authorized officials of the Parties. In written whereof both parties put their hard seal on the day, month and year herein mentioned.

Date: 1st June 2022

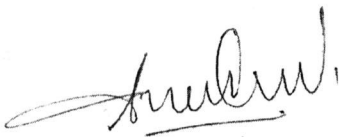
Place: Bengaluru

Name: Arasu M T

Designation: CEO

Clicks Campus:

Signature:



Authorized Signatory
For Clicks Campus

Seal:

Date: 1st June 2022

Place: Bhubaneswar

Name: Prasanta Kumar Mohanty

Designation: Dean Academic

Centurion University

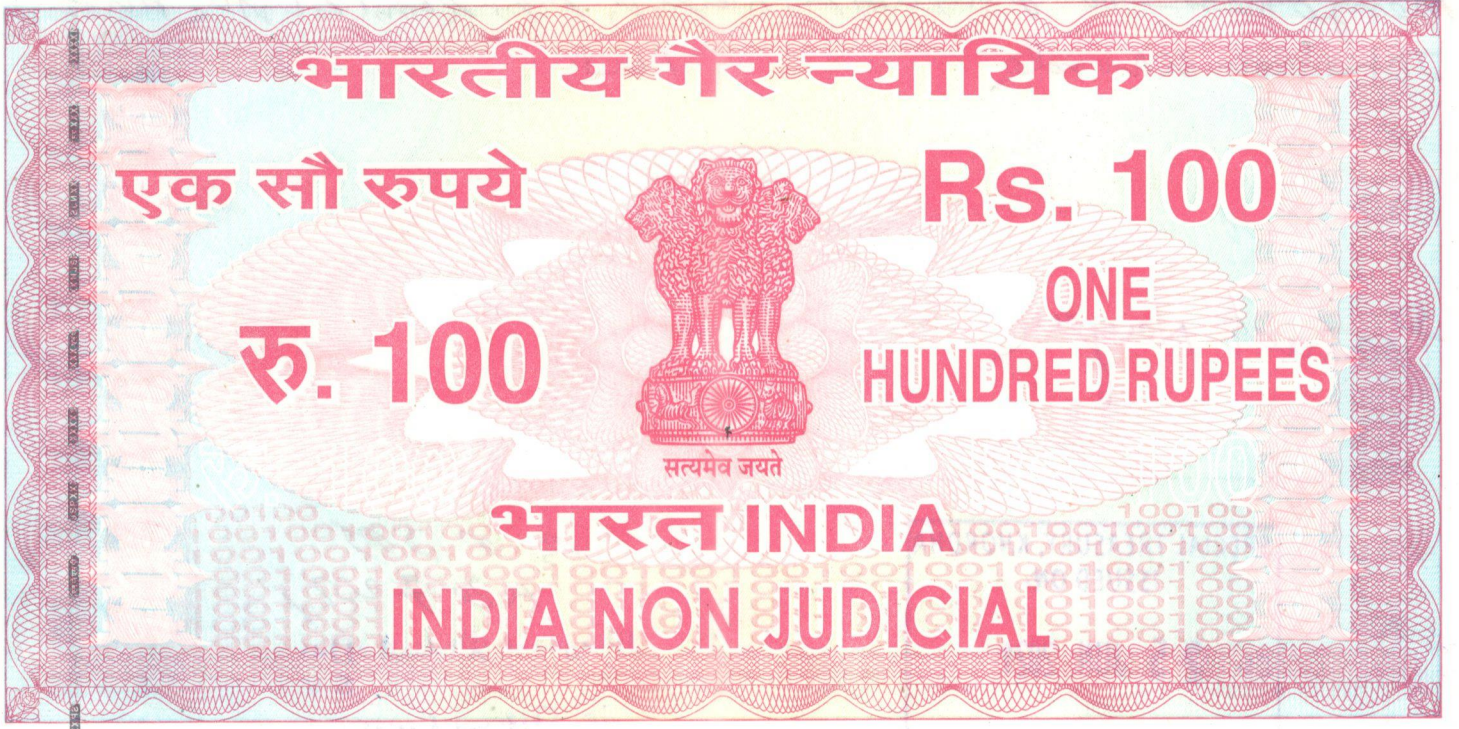
Signature:



Authorized Signatory
For Partner

Seal:





ଓଡ଼ିଶା ओडिशा ODISHA

M 126033

Memorandum of Understanding

Between

**Tirupati Graphene & Mintech Research Centre
(A unit of Tirupati Specialty Graphite Pvt. Ltd.)
Bhubaneswar, Odisha**



And

**Centurion University of Technology and Management
(CUTM), Odisha**



Centurion
UNIVERSITY

This agreement is executed on 11th August, 2021.

Between

Tirupati Graphene & Mintech Research Centre (hereinafter called as "TGMRC"), presently at DLF Cyber City, 2nd Floor, Room # 205, Patia, Bhubaneswar—751024, Odisha, promoted by M/s. Tirupati Specialty Graphite Pvt. Ltd., (hereinafter called as "TSG") having registered office at B-1503, Naman Midtown, Senapati Bapat Marg, Elphinstone (West), Mumbai-400013, which is an independent private R&D Centre carrying out research and business development activities on all major mineral products.



S. B. Bhowmik



Anita Patra

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Jahu' sh Khordha 10

Prasant Nayau

SPECIAL TREASURY, KHANDHA
ISSUED ON:
Dt. 25 JUN 2021
Treasury Officer, Khordha

B. S. S. S.
H. 207 2021
Hingual Prasad Das
S.V.
In. Office (Civil)

Memorandum of Understanding

Tripoli Graph & Minico Research Centre
A part of Tripoli Graph (Pvt) Ltd.
Gandhinagar, Khordha

Centre of Technology and Management
in (TVM) Office

This agreement is entered on 17th June 2021

Tripoli Graph & Minico Research Centre (Pvt) Ltd. is a
company of Tripoli Graph (Pvt) Ltd. (TGL) which is
incorporated in India. The company is engaged in the
business of providing research and development services
in the field of Technology and Management. The
company is registered with the Registrar of Companies,
Khordha, Odisha. The company is a private limited
company and its shares are held by its promoters.



TGMRC, Bhubaneswar would be a new budding R&D organization of international level under the flagship company of *Tirupati Specialty Graphite Pvt. Ltd Mumbai* under the Principal Promoter Company of *Tirupati Graphite PLC, London*. Tirupati Graphite PLC is a fully integrated specialist graphite and graphene producer, with operations in Madagascar, Mozambique and India. The resources and operations are going on at multi locations of globes in setting up state of art facilities to make tailor made products for conventional and new applications, developing technologies and expertise through design, engineering, research and development and with special emphasis on application of graphene in Green Energy and Green Storage, composites, etc., securing the world's needs of this critical and wonderful material and maximising values for all connected. Vision of the company is to be global leader to provide one stop solution from minerals to materials for an example from graphite to graphene. TG is producing Madagascar flake graphite and developing integrated downstream processing facilities in India. The graphite beneficiation plant is fully automated to produce final concentrate from raw material using state of art technology developed in in-house R&D and maintaining the consistency of quality of product. The quality of concentrate is checked by international reputed institutions for materials and metallurgical applications. The company is conscious of its social and environmental responsibilities.

And

Centurion University of Technology and Management (CUTM), is a Private State University created by Act No. 4 of 2010 of State legislature of Odisha whose address is at At-Alluri Nagar, P.O. -R Sitapur, Via- Uppalada, Paralakhemundi, Gajapati-761211, Odisha, India

Centurion University of Technology and Management (CUTM), Bhubaneswar has pioneered a unique model for delivering industry-aligned skill-integrated higher education. The university has been accredited by NAAC with 'A' Grade, there by becoming the youngest private university to have earned the distinction.

The University offers under-graduate, post-graduate and doctoral degrees in the fields of Engineering & Technology, Agricultural Sciences, Management, Media and Communication, Paramedics and Allied Health Sciences, Pharmacy and Life sciences, Applied Sciences and a number of vocational trades.

Background

Scientific research is the creation of new knowledge, creating in turn the expanded capabilities that enable the development of novel technologies, skilled jobs and new processes or products. Scientific advances and technological change are important drivers of recent economic performance. Advances in research are driving technological changes faster and simultaneously interaction with respective user industries to produce and spread innovations which will have high economic, social and environmental values.

TGMRC shall be an integrated R&D Centre for Mineral and Material Technology. It has the vision to create "One Stop Shop" with scientific capabilities in wide spectrum areas of mineral processing, metal extraction, and making of mineral and metal-based products, related equipment development and waste utilization with special emphasis on conservation and sustainable utilization of natural mineral resources. It has created state of the art facilities



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Anita Patra

of instruments and equipment to carry out world class research engaging high quality researchers to provide the technological package starting from development of the process/product till the commissioning of the project for the mineral based industries. The Institute is capable to transfer the technology and give door-step solution on the concept of "Lab to Land". Cost effective waste utilization on the concept of "waste to wealth" shall be the simultaneous focus area and thus also achieving the goal of minimizing environment impact in mineral-based industries. TGMRC will work as "Economic Booster" to mineral-based industries through R&D backup to maximise production, minimize the cost of production, and minimize waste by proper ways and means, starting from optimal use of feedstock materials to finished goods and provide expertise for solutions during on-line production problem, if any.

Purpose

The main purpose is to carryout R&D work jointly with CUTM in collaboration mode to provide the following objectives of TGMRC;

- ❖ Develop efficient mineral based technologies and sustainable value-added products through fundamental and applied research.
- ❖ Research projects addressing the problem of mineral based industries.
- ❖ Development of process equipment suitable for specific characteristics of ores.
- ❖ Human resource and skill development for user industry to improve overall operations efficiency.

Scope of Work

The above works will be carried out in collaborative mode by both Institutes;

- (a) Research scholars from TGMRC with requisite qualification will enroll for their Ph.D. program in the CUTM. The guide and co-guide will be there from both institutes.
- (b) Students from CUTM can carry out their research work based on the theme of R&D area of TGMRC. The guide and co-guide will be there from both institutes.

General Terms and Conditions

It is now therefore mutually understood and agreed by and between the above parties that: -

1. There is no financial exchange between the two parties.
2. Any intellectual property as per IPR Act., arising out of the joint intellectual input under the collaborative R&D work will be held by both the parties i.e., TGMRC and CUTM and filing of such IP right and maintenance cost of which shall also be borne by both parties concerned.
3. The utilization, transfer, licensing and sale of the joint intellectual property or knowledge-base to third party shall not be done without the consent of both the parties and sharing of its benefits shall be done equally, if not covered by any other mutual agreement otherwise.



S. B. Singh



Anita Patra

4. Both TGMRC and CUTM shall maintain strict confidentiality and prevent disclosure of all information and data exchanged/ generated pertaining to the R&D work.
6. Both shall consult each other for any publication of technical data in respect of the works carried out jointly. These publications shall be in the names of research workers, from TGMRC and CUTM.
7. This collaborative agreement will be valid for a period of 5 (five) years from the date of signing by both the parties and can be renewable after end of its tenure.
8. The following will be coordinators for all the collaborative works to be undertaken and any notice correspondence shall/must be served to below mentioned address respectively:

For Tirupati Graphene & Mintech
Research Centre (TGMRC),
Bhubaneswar

For Centurion University of Technology
and Management, Odisha

S. K. Biswal

Anita Patra

Dr. S. K. Biswal, CEO & MD
TGMRC, Bhubaneswar

(Prof. Anita Patra), Registrar,
Centurion University of Technology and
Management

WITNESSESS

WITNESSESS

Mr. N. Chaudhury

Dr. Yashaswi Nayak

Mr. N. Chaudhury
Project Coordinator
TGMRC, Bhubaneswar

Dr. Yashaswi Nayak
Associate Professor & Dean DEAN
SoAS, CUTM, Odisha School of Applied Sciences
CENTURION UNIVERSITY OF TECHNOLOGY & MANAGEMENT
Bhubaneswar, Odisha

WITNESSESS

WITNESSESS

Mr. J. K. Sadangi

Dr. Chhayabrita Maji

Mr. J. K. Sadangi
Scientist
TGMRC, Bhubaneswar

Dr. Chhayabrita Maji
Associate Professor & Associate Dean
SoAS, CUTM, Odisha

Mr. A.K. Sahoo

Dr. Tapan Dash

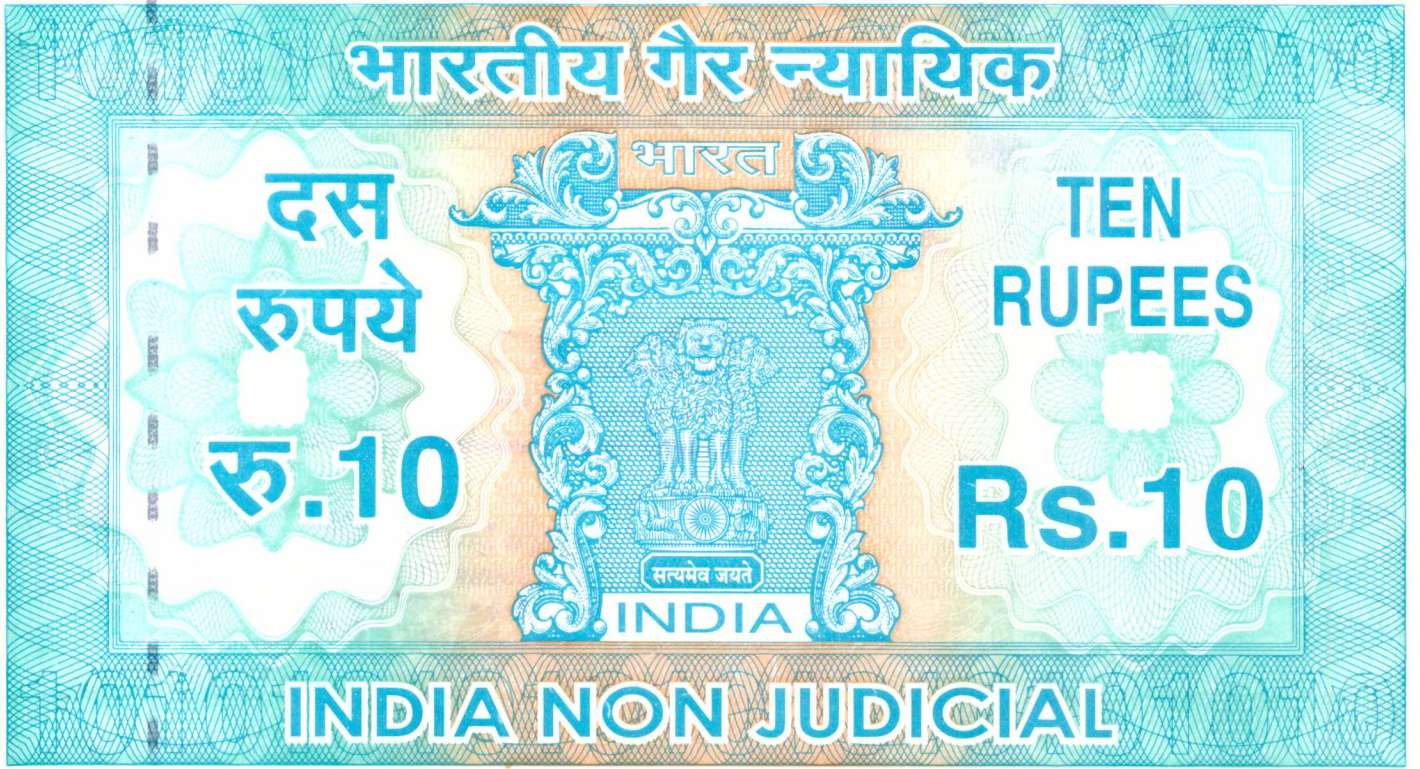
Mr. A.K. Sahoo
Scientist
TGMRC, Bhubaneswar

Dr. Tapan Dash
Associate Professor & HoD, Dept. Physics,
SoAS, CUTM, Odisha



S. K. Biswal





ଓଡ଼ିଶା ओडिशा ODISHA

MEMORANDUM OF UNDERSTANDING (MoU)

48AA 571833

Between

Mednutra Pvt Ltd. having its office at

Pg51, MGM , 81, chikalsandra, Bangalore-560061

(First party, hereinafter referred to as Mednutra), Represented by

its CEO

And

Centurion University having its office at

R.Sitapur, Paralakhemundi, Gajapati - 761211

Represented by its Registrar

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 20th day of August 2020.

Between

Mednutra Pvt. Ltd is a company registered under the Companies Act, 2013, having its registered office at PG51, MGM , 81, Chikalsandra, Bangalore-560061 India, represented by Amit Srivastava, CEO, hereinafter referred to as "Party of the FIRST PART" or "Mednutra" which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign;

And

Centurion University having its registered office at R.Sitapur, Paralakhemundi, Gajapati-761211 represented by **Dr. Anita Patra, Registrar** hereinafter referred to as "Party of the SECOND PART" or "CUTM" which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign.

Mednutra and CUTM are hereinafter individually referred to as "Party" and collectively referred to as "Parties".




WHEREAS:

- A. The Party of the FIRST PART has a mandate to facilitate empowering responsible nutrition business by way of market access and commercialization, product development, project management, consultancy and investment into startup ventures in nutraceuticals by leveraging its industry network through various programs like **Nutrify India, I2C, and Nutrabazaar**.
- B. Centurion University of Technology and Management (CUTM) was formed in August 2010, through an act of Odisha Legislative Assembly. It became the First Multi-Sector State Private University in Odisha. Centurion is a globally accredited human resource center of excellence catalyzing sustainable livelihoods in the less developed markets across the globe. The university envisages the following objectives - provide quality, globally accredited academic programmes in technology and management, provision of globally accredited employability training for less endowed segments of the population, promotion of entrepreneurial culture and enterprise in the target areas, facilitate improved market access to goods and financial services to the target population and promotion of lighthouse project interventions in the target area. The mission of the university is to assist the farming community of the state by imparting education and training. The constituent colleges and research centers of the University have the responsibility of undertaking Teaching, Research and Extension in the areas of Smart Technology, agriculture, food processing and biotechnology. The University is offering Bachelor's and Master's degree programmes in various disciplines and has many National and International research projects under operation.
- C. The Parties hereby express their willingness to enter into a Memorandum of Understanding to facilitate innovation in Nutrition technology and commercialization thereof.

1. SCOPE OF MoU

- a. Officially represent Nutrify India in India and abroad in nutraceutical industry and Nutrify India will officially represent CUTM in India for Nutra and food processing industry.
- b. Allocate a small fund from each party- Say Rs.1 lac each and call it Nutrify India- CUTM scholarship fund. We will pay a stipend of INR 5000 per month to deserving student for pursuing last year of B.Tech. into nutraceuticals or courses which will have direct or indirect impact on food, phytopharma, nutraceuticals and related fields.
- c. The discovery and the content development done by the student in last year of B. Tech in lab will be property of Nutrify India with CUTM as secondary property owner. As a secondary property owner any transaction that Nutrify India does on those innovations will allow CUTM to benefit in revenue share. (The share pattern shall be mutually defined at the time of each case being executed).
- d. Co-Representation in various media platform. Nutrify India will promote CUTM nutraceutical, phytopharma and related program and CUTM will promote Nutrify India.
- e. Nutrify India will use its expertise of industry network to develop one year nutraceuticals specialization program to be available in B.Tech. Phytopharma. This will enable B.Tech. Phytopharma students to specialize in nutraceuticals. Also, eligible students from other streams of science and engineering can pursue the specialization program. This can be announced as World's first B.Tech Phyto Pharma in nutraceuticals.



- f. Nutrify India will use its expertise of industry network to give inputs for promoting research and development in food, nutraceutical and allied products and services at CUTM.
- g. The Parties shall provide an office space representation in the respective premises to free of cost with basic amenities.
- h. The Parties agree to set up trimestral meetings that may be held by videoconference allowing exchanges regarding their respective missions, their projects and the evolution of their partnership.
- i. These meetings shall at least be composed of representatives of the Parties, however, it is expressly agreed that at such meetings may be convened by one of the Parties any person whose presence would be useful for the achievement of the objectives of this Convention.
- j. The Parties agree to communicate on their relationship and the achievements resulting from this MoU, and only for these purposes, they mutually and reciprocally authorize each other to use their respective corporate names and/or trademarks.

2. DURATION OF THE MOU

The total time frame for the engagement would be for a period of three years effective from the date of signing of the MoU. The term of this MoU may be extended as may be mutually decided by the Parties by means of an amendment to the MoU.

3. FINANCIAL ARRANGEMENT

No financial commitment from any party will be assumed unless a formal approval / acceptance to that effect has been accorded through a signed arrangement between both the Parties prior to commencement of the work. Each Party shall bear its expenses in discharge of its responsibilities mentioned in this MoU.

For projects assigned by Mednutra to company, the cost structure and fees to company and Mednutra shall be defined from project to project in writing. The same will be annexed with this MoU.

4. AMENDMENTS TO MoU

This MoU may be amended with mutual consent of both the Parties in writing. No amendment or addendum shall be effective unless it is in writing and signed by authorized representatives of both Parties hereto.

5. INSURANCES

The Parties certify that all the risks related to their liability with regard to the events that may occur during the present MoU are covered by one or more insurance policies.

6. TERMINATION OF MoU

Either Party may terminate this MoU at any time by providing a written notice of 30 day's if it reasonably believes that the other Party's performance, or any aspect of it, results, or might breach



any legal, regulatory, ethical or audit independence requirement in the jurisdiction, or any other reason, by registered post, courier service, personal delivery, fax or through electronic mail to the Party at its last known address of business. In the event of termination/expiry of this MoU, Parties shall return the materials/documents of other party on request.

7. **FORCE MAJEURE**

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this MoU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquake, strikes, lockouts, epidemics, riots, civil commotions, etc., provided on the occurrence and cessation of any such event, the affected party thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the parties shall jointly decide about the future course of action.

8. **ASSIGNMENT OF MoU**

The rights and/or liabilities arising to any Party of this MoU shall not be assigned except with the written consent of the other Party and subject to such terms and conditions as may be mutually agreed upon.

9. **CONFIDENTIALITY AND NON-DISCLOSURE**

Except as otherwise contemplated by this MoU, each Party (the “receiving party”) undertakes that, in order to protect the proprietary interest of the other Party (the “disclosing party”) in the disclosing Party’s confidential information, it will not, during the term of this MoU nor at any time thereafter, either use or exploit in any manner, or directly or indirectly divulge or disclose to others any of the disclosing party’s confidential information. The receiving party shall treat all confidential information disclosed to it as strictly confidential and only use such confidential information for the purposes of this MoU. Each Party shall ensure that its directors, officers, employees, agents, representatives, students, faculty, Affiliates and attorneys comply at all times with this confidentiality undertaking. This clause does not apply to (i) information is public other than because of a breach of this clause; (ii) disclosure required by law; or (iii) disclosure to a Party's related companies, auditor, banker or advisors. Specific confidentiality and non-disclosure agreement will be a part of specific MoUs agreed by the Parties for each project.

This confidentiality obligation shall remain valid for 5 years from the termination of this agreement.

10. **DISPUTE RESOLUTION AND ARBITRATION**

- a. In the event of any dispute arising between Parties with regard to any terms/conditions or this MoU, the Parties would refer the dispute to a two-member committee consisting of a representative of each of the Parties. The committee would make all efforts to resolve the dispute and interpret the clauses for furthering the purpose of the MoU and cause of the Organizations.



- b. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, then the courts of Bangalore shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits, which may arise under or out of this Agreement interpreted and enforced in accordance with the laws of the land. The Parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.

11. COMMUNICATION/NOTICE

Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, or (ii) a nationally-recognized, next-day courier service, or (iii) registered postal services, or (iv) or (v) electronic mail to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section addressing to the address me

Party First Part (the "Mednutra")
Amit Srivastava

Party Second Part (the "CUTM")
Dr. Anita Patra,
Registrar

PG51,MGM81, CHIKALSANDRA,
BANGALORE-560061

R.Sitapur, Paralakhemundi
Gajapati - 761211

Receipt of Notice. A notice given under this agreement will be effective on the other party's receipt of it, or if mailed, shall be deemed to have been duly if actually delivered, or after 15 fifteen days after mailing, if mailed by registered post or by courier. In case of an electronic mail, the notice shall be considered as delivered on the date of receipt of such mail.

Any additions or deletions to this MoU can be carried out on mutually agreed terms and appended to this MoU to form an integral part of this MoU.

IN WITNESS WHEREOF the Parties hereto have signed this MoU on the day, month and year mentioned hereinbefore

For and on behalf of Mednutra Pvt. Ltd.

For and on behalf of CUTM

Amit Srivastava
Director & CEO

Dr. Anita Patra
Registrar

Witness:

Witness:

Date:

Date:



GENERAL AGREEMENT FOR COLLABORATION

between the

Centurion University, Odisha

and the

Centre for Sustainable Agriculture, Secunderabad

WHEREAS, Centurion University is an education and research institution and Centre for Sustainable Agriculture is a development organization working on food, farming, environmental and public policy issues, and whose mission includes providing quality learning opportunities for students, scientists and communities, as well as promoting academic research and making fruits of research reach the needy people;

WHEREAS, both institutions consider the promotion and support for training and research and community outreach to be of primary importance in the fulfillment of their mission, goals and objectives;

WHEREAS both institutions consider that increasing opportunities for cooperation and exchange increases understanding of the subject deeper and appreciation;

NOW, THEREFORE, the **Centurion University of Technology and Management, Odisha** (hereafter **Centurion University**) and the **Centre for Sustainable Agriculture, Secunderabad** (here after **CSA**), agree to promote mutual cooperation in training,

FIRST: This general agreement for Collaboration shall establish the criteria under which Centurion University and CSA will carry out joint collaborative activities of mutual interest.



research and outreach in agriculture and rural livelihoods, according to the following clauses:

FIRST: This general agreement for Collaboration shall establish the criteria under which Centurion University and CSA will carry out joint collaborative activities of mutual interest.

SECOND: Both Institutions agree to consider and discuss the following forms of potential cooperation, within areas and on terms that are mutually acceptable:

- (a) Design courses on organic/natural farming, rural livelihoods, Farmer Producer Organizations for students, Policy issues in agriculture and rural development;
- (b) CSA will organize teachers trainings on organic/natural farming, FPOs, policy issues etc. where and when required.
- (c) Exchange of academic personnel for mutual learning;
- (d) Cooperative research and development activities;
- (e) Joint organization of conferences, symposia, short-term courses, training and Farm advisory services;
- (f) CSA will provide training and internship to the students of Centurion University
- (g) Use the each other's facilities
- (h) Exchange of academic or scientific materials and publications of common interest; and
- (i) Any other mutually agreed activity that would benefit both institutions.

THIRD: All proposed courses, projects, programs or work agreements including anything contemplated under (a) through (g) above, arising from this General Agreement and its respective terms and conditions including budgets and financial aspects shall first be discussed and if agreed upon, will then be implemented as "Specific Agreements" of collaboration. The Specific Agreements will implement this General Agreement and shall be signed by authorized representatives of both institutions.

FOURTH: Each institution will designate its own personnel to liaise with each other and administer any activities associated with this General Agreement, as well as the development and implementation of any Specific Agreement.

FIFTH: The institutions may, jointly or separately, endeavor to obtain financial resources from other institutions, government agencies and national and international organizations for the development of activities associated with the implementation of any Specific Agreement.



A handwritten signature in blue ink, consisting of stylized cursive letters.

SIXTH: The present General Agreement will become valid upon signature by authorized persons of both institutions and shall remain in effect for a period of five (5) years from its effective date. It may be renewed or amended at any time before the actual expiration date by a written agreement signed by authorized representatives of both institutions.

SEVENTH: This General Agreement may be terminated by either institution upon six (6) months prior written notice to the other partner; however, termination shall not affect the implementation of activities that have already commenced pursuant to a Specific Agreement. Those Specific Agreements will remain in effect until the required associated activities are completed.

EIGHTH: By signing this document, the institutions acknowledge that they have reviewed and understood the content and extent of each of its clauses, and agree to carry out the actions necessary to implement it. Two copies of this document will be signed in English and both versions with the same content and validity.

CENTURION UNIVERSITY

Odisha, India

CENTRE FOR SUSTAINABLE AGRICULTURE

Secunderabad, Telangana, India

Prof. Anita Patra

Registrar

Anita Patra



Date: 31.01.2020

A handwritten signature in blue ink, appearing to read "Dr. G.V. Ramanjaneyulu".

Dr. G.V. Ramanjaneyulu

Executive Director,

Date: 31.01.2020.

भारतीय गैर न्यायिक

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39AA 079222

MEMORANDUM OF UNDERSTANDING

Between

ICAR – Indian Institute of Horticultural Research (IIHR)
Hessaraghatta Lake Post, Bengaluru -560089, Karnataka, India
And

M.S. Swaminathan School of Agriculture (MSSSoA) – ICAR Accredited
Centurion University of Technology and Management, (CUTM) Odisha
R. Sitapur, Paralakhemundi, Gajapati – 761211, Odisha, India

for facilitating

Students Training, Internship/Post Graduate & Ph.D. Research/Scientists Exposure & Involvement

The Memorandum of Understanding (hereinafter referred as MoU) is made on the 26th day of month of June in the year 2019 by and between **ICAR – Indian Institute of Horticultural Research (IIHR)**, having its head office at Hesaraghatta Lake Post, Bengaluru -560089 (herein after called "ICAR –IIHR"/ First Party), a constituent Research Institute of the Indian Council of Agricultural Research, KrishiBhavan, New Delhi – 110001 on the ONE PART and **M.S. Swaminathan School of Agriculture (MSSSoA), Centurion University of Technology and Management**, having its headquarter at R. Sitapur, Paralakhemundi, Gajapati – 761211, Odisha (Second Party) on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the Parties).

(Signature of First Party)



Anita Patra

(Signature of Second Party)

The parties having discussed fields of common research interest and allied activities between the two institutions and have decided to enter into long- term collaboration for the promotion of students' training, and quality post-graduate PhD research in the cutting edge technology areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012-HRD dated 25th April, 2014 or as revised from time to time.

WHEREAS the "First Party" is involved in the studies on Research education and extension of Horticultural Crops and allied fields; AND WHEREAS the "Second Party" established vide **F. No...2161 dated 24.12.2010** by Govt. of India/ Govt. of Odisha (Name of the Agency) vide No. 04 of 2010 and recognized by University grants commission MSSSoA, CUTM is involved in Teaching, Research and Extension of under graduate, post graduate and Ph.D. studies in the field of Agriculture and allied Sciences to promote advancement of agricultural research and learning to generate appropriate technology.

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

Article 1. Scope

1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for **M.Sc. & Ph.D.** The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.

1.2 Operational details of research effort and collaboration will be made in common research programs and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.

1.3 Research instrumentation facility and library facilities available with the First party and The Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

3.1. The term "information" includes scientific or technical data, results and/or methods investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

(Signature of First Party)



Anita Patra

(Signature of Second Party)

3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination

4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.

4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.

4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.

4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRS and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

Article 6. Admission and Fees

6.1 All those who wish to register as trainees or for Master/Doctoral programs under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programs as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 25th April, 2014 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and Outside NARS, respectively.

(Signature of First Party)



Anita Patre

(Signature of Second Party)

6.2 Admission of the students and the award of degrees for different programs will be the responsibility of the Second party as per the rules and regulations.

6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.

6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.

6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.

6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.

6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programs as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 25th April 2014 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However, a student registered with a Second party, outside NARS, "The students shall be uniformly charged a fee of Rs.20,000/- for training/research/dissertation up to duration of 3 months and @ Rs.30,000/- per semester for the work exceeding three months. The fee structure is to be reviewed periodically after two years by the AU/DU or the ICAR Institute, as the case may be. However, the students may be charged a fee of Rs.10,000/- for training duration of three months not leading to a dissertation/degree. "

Article 7. Entry into effect, modification and termination

7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each two/five-year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

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

7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

(Signature of First Party)



Anita Patra

(Signature of Second Party)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

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

(Name and Address of the First Party)

(Name and Address of the Second Party)

Name of the Director of the First Party

**Name of the Vice-Chancellor/Head of
the Institution of the Second Party)**

**Dr. M. R. DINESH
Director, ICAR - IIHR
Bengaluru**

**Dr. ANITA PATRA
Registrar, CUTM**

Tel No.

Tel. No. 9437424149

Date: 26.06.2019

Date: 26.06.2019

Signature with Seal

Signature with Seal

Anita Patra
REGISTRAR
CUTM, Paralakhemundi
Dist. Gajapati-761211

Witness 1

Witness 1

Witness 2

Witness 2



सत्यमेव जयते

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Government of Karnataka

e-Stamp

Certificate No. : IN-KA83607705140426Q
Certificate Issued Date : 31-Jan-2018 10:53 AM
Account Reference : NONACC (FI)/ kacrsf108/ NELAMANGALA3/ KA-BR
Unique Doc. Reference : SUBIN-KAKACRSFL0817376539826018Q
Purchased by : THE HIMALAYA DRUG COMPANY
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : THE HIMALAYA DRUG COMPANY
Second Party : CENTURION UNIVERSITY OF TECHNOLOGY AND
MANAGEMENT
Stamp Duty Paid By : THE HIMALAYA DRUG COMPANY
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)

Slobha HS.
Authorised Signatory
Town Co-Op. Society (Ltd.)
B.H. Road, Nelamangala.



-----Please write or type below this line-----

RESEARCH AGREEMENT

Between

THE HIMALAYA DRUG COMPANY, BANGALORE

And

CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT, ODISHA

For

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Facilitating Collaborative Research & Development in the Areas of Agriculture, Ethnobotany and Biotechnology

PREAMBLE

Centurion University of Technology and Management (CUTM), a Private State University created by Act No. 4 of 2010 of State legislature of Odisha having its headquarters at Village Mettur, P.O. – R Sitapur, Via- Uppalada, Paralakhemundi, Gajapati-761211, Odisha, having other campuses at Bhubaneswar, Bolangir and Rayagada, undertake research, clinical trial, education and training in health, pharmacy, agriculture, engineering, management and applied sciences and extends such sciences to mankind, hereinafter referred to as '**Centurion University**' which expression, unless it be repugnant to the context or meaning thereof, shall include its successors and assigns. The Centurion University has many national and international sponsored research projects.

The Himalaya Drug Company, Makali, Bangalore, comprises of more than 350 multidisciplinary scientists, with vast experience in various fields of natural products research. Hereinafter referred to as '**Himalaya**' which expression, unless it be repugnant to the context or meaning thereof, shall include its successors and assigns. The R&D center of HIMALAYA is well equipped with various Departments like Analytical Chemistry, Formulation and development, Phytochemistry, Pharmacognosy, Preclinical toxicology and Pharmacology, in-vitro mutagenicity, Immunology/ Virology, Clinical Pharmacology and Agriculture. It conducts studies on natural products to determine the authentication of herbs, standardization and stability studies, safety and efficacy in preclinical as well as in Clinical situations. R&D center of Himalaya is recognized by Department of Science and Technology and also approved by Rajiv Gandhi University of Health Sciences, Karnataka for conducting research. R&D center of Himalaya has various certifications like GLP, ISO-14000, ISO-9001:2000 etc. The research work conducted at their center is published in various national and international journals (number of publications - 1600) of repute and owning 60 patents. The scientists of R&D center are also permitted to attend various training programme/seminars/symposium as and when required.

Himalaya and Centurion University arrived at an agreement for cooperation and research in the areas of Agriculture, Ethnobotany and Biotechnology.

Purpose of Statement

This agreement is an understanding between the parties to collaborate and conduct research on areas of mutual interest as may be agreed upon in separate agreements which will increase efficiency and avoid duplication of effort.

Objectives of Agreement

Through this Agreement, the Himalaya and Centurion University wish to confirm and to pursue continuous improvement and collaboration opportunities whereby both parties work independently together in the field of Agriculture, Ethnobotany and Biotechnology.

A continuous coordination and cooperation of both the organizations mutually can be achieved through working collaboratively to:

- Clarify the roles and responsibilities of the Himalaya and Centurion University in the management and operation of information systems
- Develop and adopt research strategies on various concepts to explore existing medicinal plants in Eastern parts of Odisha and
- Specificity of other objectives is to be followed as mentioned below in detail.

1. MASTERS AND Ph.D. PROGRAMS

Himalaya will support technical guidance, research topics and field trials for Masters and Ph. D. on specific areas of Agriculture, Ethnobotany and Biotechnology to suitable candidates, at the discretion of Himalaya. There shall also be periodical meetings of students and supervisors at the premises of Himalaya subject to mutual consultation of both parties.

2. FACULTY EXCHANGE PROGRAMS


The collaboration will also afford the opportunity for faculty exchange programs between Himalaya and Centurion University scientists for closer interactions.

3. CONSIDERATION

The detailed modalities of the working of individual projects shall be arrived at after mutual discussion and documented separately before taking up the project and it shall form a part of this Agreement.

4. OBLIGATIONS OF THE PARTIES

- 4.1 The results of this agreement and research data which are collected, compiled and evaluated under this Agreement shall be shared and mutually exchanged by Himalaya and Centurion University. Research findings as a result of this agreement will be published in the public interest.
- 4.2 Results of collaborative research may be tried on experimental and field trials and demonstrations with active participation of Centurion University and Himalaya.
- 4.3 Frequent and effective communication is essential to the successful accomplishment of the objectives of this agreement. To this end, the scientific representatives of Himalaya and Centurion University shall conduct periodical meetings at the premises of Himalaya and Centurion University by mutual consultation of both parties.
- 4.4 This agreement may be supplemented by work plans to be developed thereafter, which describe more specifically the activities to be carried out under this cooperative programme and which sets forth the envisaged contribution of each part.
- 4.5 Any such plan or recommendation that is outside the scope of agreement shall be reduced to writing and referred to the management of each party for appropriate action.
- 4.6 Any such plan or recommendation so referred shall not be binding on either party unless incorporated into this agreement by amendment.
- 4.7 Himalaya and Centurion University may nominate members of their respective staff to work out the practical details of cooperation between the two organizations and in general, to ensure proper and effective implementation of this agreement. Such details, as agreed upon, will be confirmed by exchange of letters between the parties and such letters should be signed and acknowledged by both the parties and shall form part of this agreement.



5. TERM

- 5.1 This agreement will be in effect initially for a period of 5 (five) years from the date of signing of this agreement by both the parties and may be renewed further if mutually agreed. Either party may terminate the agreement by written notification signed by the appropriate official of the institution initiating the notice. Such notice must be received by the other party 3 (three) months prior to the effective termination date.
- 5.2 Termination of this agreement shall not affect the obligation as stated under Clause-6 and Clause-8 of this agreement and the same shall be binding on the parties in perpetuity.

6. CONFIDENTIALITY


The parties recognize that, by virtue of this agreement, they may be given and have access to Confidential Information, and other proprietary information. They undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authorities or with proper authority or for the purpose of executing this Agreement) or use or exploit for any purpose whatsoever, any of the Confidential Information they may receive or obtain as a result of entering into this Agreement, and shall use reasonable endeavors to prevent its officers, employees or agents if any from doing so. This obligation and restriction shall continue to apply without limit in point of time but shall cease to apply to information or knowledge, which may properly come into the public domain through no fault of the parties, or was already known.

7. INDEMNIFICATION

- 7.1 Centurion University shall indemnify and hold Himalaya harmless from liability resulting from the negligent acts or omissions of Centurion University, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this agreement; provided however, that Centurion University, shall not hold Himalaya harmless from claims arising out of the negligence or willful malfeasance of Himalaya, its officers, agents, or employees, or any person or entity not subject to Centurion University, supervision or control.
- 7.2 Himalaya shall indemnify and hold Centurion University, harmless from any liability or loss resulting from judgments or claims against them arising out of the activities to be carried out pursuant to the obligation of this agreement, including but not limited to the use by Himalaya of the results of the study/research; provided however, that the following is excluded from Himalaya's obligation to indemnify and hold harmless;
- 7.3 The negligent failure of Centurion University to comply with any applicable Governmental requirements or to adhere to the terms of the research.
- 7.4 The negligence or willful malfeasance by an officer, agent, or employee of Centurion University.

8. INTELLECTUAL PROPERTY

- 8.1 "Invention" shall mean any discovery, concept, or idea, whether or not patentable, made during the conduct of the study/research, and arising directly from the performance of the study/research, including but not limited to processes, methods, software, tangible research products, formulas and techniques, improvements thereto, and know-how related thereto.
- 8.2 Information and disclosures made hereunder are confidential information and the parties shall protect the information accordingly.



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8.3 It is recognized and understood that the existing inventions and technologies of Himalaya and Centurion University, are their separate property, respectively and are not affected by this agreement and neither party shall have any claims to or rights in such existing inventions and technologies of the other party. The parties agree that all Intellectual Property Rights arising out of the said research collaboration initiated by Himalaya and sponsored/funded by Himalaya to Centurion University, the Intellectual Property of those collaboration research projects exclusively belongs to Himalaya. However, the Intellectual Property of Centurion University and Himalaya from their own research projects and works simultaneously developed belongs to respective organizations property, provided that such research project and work of Centurion University shall not in any way relate to, directly or indirectly to that of the present research collaboration initiated by Himalaya under this agreement.

8.4 It is agreed between the parties that the ownership rights of the Intellectual Property arising out of collaborative projects/research initiatives/ideas/sponsorship done by Himalaya belongs to Himalaya and Centurion University shall be obliged to take all necessary steps to ensure ownership rights of Intellectual Property transferred to Himalaya free of all costs, in the event that such ownership rights of the Intellectual Property are deemed to vest with Centurion University under any applicable laws.

9. RELATIONSHIP OF PARTIES

Himalaya and Centurion University shall act in their independent capacities in the performance of their respective functions under this Agreement and no party is to be considered the officer, agent, or employee of another party.

10. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws of India and jurisdiction limited to courts at Bangalore, India.

11. ARBITRATION

11.1 Any disputes or disagreement, arising out of, relating to or in connection with the terms and conditions of this agreement whether during the subsistence of this agreement or after its termination, shall be amicably settled between the parties hereto by mutual discussions.

11.2 If the disputes cannot be amicably settled by mutual discussions then, either party, as soon as practicable, but not earlier than one month after a request to settle the dispute amicably has been made to the other party, give to the other party notice in writing of existence of such question, dispute or difference, specifying the nature and the point at issue and the same shall be finally settled and decided in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration shall be at Bangalore, India.

12. PUBLICATIONS

12.1 The parties reserve the right to publish or otherwise make public the data resulting from the study. The party wishing to publish or make public shall submit any such manuscript or release to the other party for comment prior to publication or release.



- 12.2 Neither Centurion University nor Himalaya shall use the name of the other party or any of its employees in connection with any press release, advertising, promotional literature, or any other publicity matters without the express prior written consent of the other.
- 12.3 Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information containing the name of the other party or any of its employees without prior written approval by an authorized representative of the non-releasing party, but such approval shall not be unreasonably withheld.

13. NOTICES

All notices required to be given under this agreement and all correspondence with regard to any such notice hereunder shall be in writing and delivered in person, sent by certified mail or telefax transmission to the individuals named.

14. AMENDMENT

This agreement may be amended and renewed by the mutual written consent of the parties hereto.

15. SEVERABILITY

The invalidity or unenforceability of any term or provision of this agreement shall not affect the validity or enforceability of any other term or provision hereof.

16. ASSIGNMENT

Neither this agreement nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by Centurion University or Himalaya without the other's prior written consent. Any attempted assignment will be void.

17. FORCE MAJEURE

- 17.1 Neither of the Parties shall be held liable for nonperformance or delayed performance of the obligations under this Agreement or part thereof due to any direct or indirect cause, which is outside the reasonable control of either Party, such as an Act of God, Government orders or restrictions, threat of war, warlike conditions, hostilities, mobilization, blockade, embargo, revolution, riot, looting, strike, lockout, epidemic, or fire provided that notice of its inability to perform and causes thereof shall be given immediately by the affected Party to the other Party.
- 17.2 A Party may claim exemption from the timely performance of obligations due to the occurrence of Force Majeure as defined above. In order to claim such exemption and thus be excused from timely performance of obligations, notice must be given promptly to the other Party and at the earliest possible date of event of occurrence of Force Majeure.
- 17.3 A Party claiming relief by reason of such circumstances of Force Majeure must take all reasonable steps to mitigate their length and effect. Promptly after the termination of the circumstances of Force Majeure, the Party claiming relief shall forthwith notify the other Party in writing.



18. COUNTERPARTS

This agreement may be executed in counterparts and those counterparts taken together constitute one and the same instrument.

In witness whereof, the parties hereto caused this instrument to be executed on this the ____ day of _____ 2018.

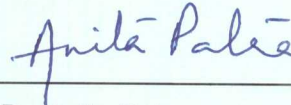
Signed for and on behalf of
THE HIMALAYA DRUG COMPANY



Name: Dr. Rangesh Paramesh
Designation: Chief Scientific Officer
Date:



Signed for and on behalf of
**CENTUTION UNVERSIY OF TECHNOLOGY
AND MANAGEMENT**



Name: Dr. Anita Patra
Designation: Registrar
Date:





ଓଡ଼ିଶା ओडिशा ODISHA

Umbrella Memorandum of Understanding
between

M 794909

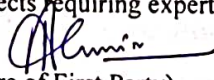
ICAR-National Rice Research Institute (NRRI), Cuttack, Odisha
(Name of the ICAR Institute)

and

Centurion University of Technology and Management (CUTM), Odisha
University/DU [Within NARS (AUs/ICAR DUs) for facilitating
Students' Training/Postgraduate Research.

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 29.08.2022 day of the month of August in the year 2022 by and between the *ICAR-National Rice Research Institute (NRRI), CUTTACK, ODISHA* having its Head Office at *BIDYADHARPUR, CUTTACK-753006* [hereinafter called "ICAR-NRRI"/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and the *Centurion University of Technology and Management (CUTM), Odisha* [hereinafter called "CUTM"/Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas. WHEREAS the "First Party" is involved in the studies on *Rice Research* (specific mandated domain within the approved disciplines/divisions), AND WHEREAS the "Second Party", established as a state private University vide Act No. 4 of 2010 dt. 27.04.2010 of Govt. of Odisha and recognized by University Grants Commission is involved in Undergraduate, Post Graduate, and Doctoral Studies and Research in Applied sciences, Agriculture, Horticulture, Engineering, AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.


(Signature of First Party)


(Signature of Second Party)

MEMORANDUM OF UNDERSTANDING

Between **ICAR-National Rice Research Institute (NRRI)**, Cuttack and **Centurion University of Technology and Management (CUTM)**, Odisha in the areas of agricultural research.

This memorandum of understanding is executed on 29.08.2022 between the **ICAR-National Rice Research Institute** (henceforth called **NRRI**), Cuttack and **Centurion University of Technology and Management** (henceforth called **CUTM**), Odisha for undertaking collaboration in teaching and research in the field of agriculture.

1. Eligible scientists of NRRI, Cuttack will be accredited with CUTM, Odisha for guiding Masters/Doctoral students registered in the later. The scientists of NRRI supervising the students' work will be the Supervisor and a Co-supervisor from CUTM, Odisha. If the major work is carried out at CUTM then, the Supervisor is from CUTM, Odisha and Co-supervisor is from NRRI, Cuttack. However, the University considers the 'Internal' and 'External' Supervisors in place of Supervisor and Co-Supervisors, respectively.
2. If major part of the thesis work is carried out at NRRI with intellectual input of a NRRI scientist, the later will be the Major Guide/Supervisor of the student. Accordingly, the Co-supervisor of such students will be from CUTM, Odisha. The Co-supervisor will be responsible for meeting day-to-day formalities such as advisory committee meetings, review meetings of research, etc., at CUTM, Odisha while the supervisor will attend the Qualifying viva, pre-thesis seminar and thesis viva etc. The supervisor of the student at NRRI, Cuttack shall join the Final Viva-Voce Examination of the student at the University.
3. There will be an advisory committee for each student working at NRRI and one of the members will be from CUTM, Odisha w.r.t. the department. For all the communication related to research and academics or any other details, Dr Sujata Chakravarthy, Professor,

SoET, Dr. Rukmini Mishra, Associate Professor, SoAS, CUTM would be the contact persons.

4. The Scientist identified at NRRI and approved by the Academic/Research Council of CUTM, Odisha Shall be eligible to serve as Supervisors/Co-supervisors of the in-house research students of CUTM, Odisha. If students are required to work for longer duration, the student will be charged @ Rs.20, 000.00 for period up to 3 months and Rs. 30,000.00 for 3-6 months. Students registered with CUTM, Odisha carrying out entire thesis work at NRRI under the guidance of a NRRI scientist will be charged @ Rs. 30.000/- per semester and Rs. 20,000/- as refundable caution money for PhD students. Also, a refundable caution money of Rs. 5000/- needs to be deposited for MSc dissertation work @NRRI, Cuttack.
5. M.Sc., BTech. and MTech. students of CUTM, Odisha can be deputed to NRRI for dissertation (for a period of six months), Major / Domain Projects, Internship work. Such students shall be charged as per ICAR-HRD Guidelines.
6. The students admitted at CUTM, Odisha for such degrees (M.Sc. / Ph.D.) will undergo coursework, written and all oral examinations at CUTM, Odisha. A six-month coursework on research methodology is required to be undertaken by the selected doctoral students.
7. The students admitted at CUTM, Odisha for the degrees (BTech. / MTech / MCA) will do their Major / Domain Projects, Internship on Agriculture / Smart Agriculture / Precision Farming under the supervision of faculty from CUTM and Scientist from NRRI. Such students shall be charged as per ICAR-HRD Guidelines.
8. The NRRI, Cuttack will provide necessary infra-structural support to such students such as hostel (subject to availability), library, farm, laboratory and computer facilities, etc. and such students will be governed by the rules and regulations of NRRI.
9. The NRRI, Cuttack and CUTM, Odisha shall share joint credit in publications, reports and awards resulting from information generated under collaborative research and degree

projects. Both of the collaborating institutions shall maintain confidentiality on the techniques and results of the research work.

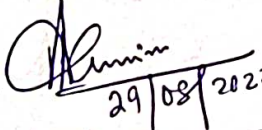
10. The supervisor/Co-supervisors of the student shall be the corresponding author for the publications coming out of the work carried out at NRRI/CUTM and reported in the dissertation. The first and second party will be expected to ensure the protection of Intellectual Property Rights generated or likely to be generated in the student research work. Patents/IP, if any, shall be dependent on the major work that is carried out either in NRRI or CUTM. If the major work is carried out in NRRI then, Patents/IP is done in the name of NRRI and second party will be the joint applicant and if the major work is carried out at CUTM then, Patents/IP will be in the name of CUTM and first party will be the joint applicant. The work carried out by the students in NRRI cannot be published anywhere without the knowledge of the guide/supervisor.
11. The scientists of NRRI, Cuttack can be a Consultants/ Advisors for any of the departments in CUTM, Odisha based on the requirement of the subject expertise with honorarium.
12. The Scientists of NRRI, Cuttack can be a Co-Investigators for any proposals to be submitted by the agricultural facilities of CUTM, Odisha according to the requirement of the funding agencies.
13. The production of farmers' friendly technology, research, extension and adoption practices of CUTM in agriculture to be associated by NRRI for advices with mutual collaborations and joint organization of farmers' mela, workshops, etc., conducted in CUTM.
14. The duration of MoU is valid for 3 years and shall be extendable up to five years by mutual consent of both the parties.
15. The PhD students of Centurion University doing dissertation work at NRRI, Cuttack is required to maintain a minimum of 75% attendance per semester during their dissertation program for successful completion of research work.

(Signature of First Party)

(Signature of Second Party)

This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

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

The Director 
29/08/2022
ICAR-National Rice Research Institute,
Cuttack, Odisha

निदेशक /DIRECTOR

भाकअनुप-राष्ट्रीय चावल अनुसंधान संस्थान
ICAR-National Rice Research Institute
कटक/Cuttack-753006 ओडिशा /Odisha

Name of the Director of the First Party

The Vice Chancellor 
Centurion University of Technology and
Management, Odisha
VICE CHANCELLOR
Centurion University of Technology & Management
ODISHA

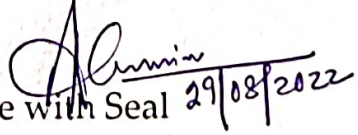
Name of the Vice-Chancellor/Head of
the Institution of the Second Party)

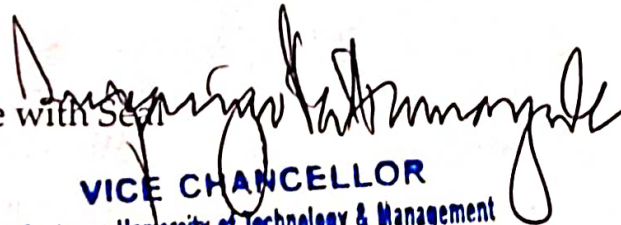
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Tel. No.

Date

Date

Signature with Seal 
29/08/2022

Signature with Seal 

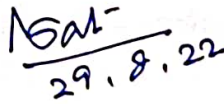
निदेशक /DIRECTOR

भाकअनुप-राष्ट्रीय चावल अनुसंधान संस्थान
ICAR-National Rice Research Institute
कटक/Cuttack-753006 ओडिशा /Odisha

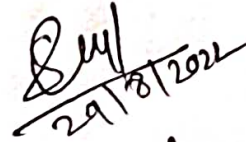
VICE CHANCELLOR

Centurion University of Technology & Management
ODISHA

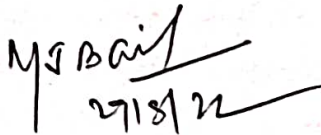
Witness 1:


29.8.22

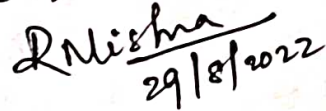
Witness 1:


29/8/2022

Witness 2:


29/8/22

Witness 2:


29/8/2022

Umbrella Memorandum of Understanding
Between

ICAR-Central Institute for Fresh Water Aquaculture, Bhubaneswar

and

Centurion University of Technology and Management, odisha

for facilitating

Students' Training/Postgraduate Research

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 16th day of the month of March in the year 2018 by and between the ICAR-Central Institute for Fresh Water Aquaculture, Bhubaneswar..(Name of the ICAR Institute) having its Head Office **Bhubaneswar**. [hereinafter called "**ICAR-CIFA**"/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and the **Centurion University of Technology and Management, Odisha** {Name of the AU/ICAR-DU (Within NARS) or Central/State Govt./Public Sector Funded Institution/State University/Autonomous Body/Private University or Institution having its headquarters at Paralakhemundi [hereinafter called "**CUTM**/Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued vide Letter No. 2-8/2012HRD dated 25th April, 2014 or as revised from time to time.

WHEREAS the "First Party" is involved in the **Research on Fresh Water Aquaculture and allied fields; Training to fish farmers & Students/ Commercial production of fish and commercial aquatic creatures and field trials; Co-ordinate research on Aquaculture system; internship/ apprentices to students** (specific mandated domain within the approved disciplines/divisions), AND WHEREAS the "Second Party", established vide **F. No...2161 dated 24.12.2010** by Govt. of India /Govt. of Odisha (Name of the Agency) vide Act No. 04 of 2010 and recognized by university grants commission] CUTM is involved in Teaching, **Research and Extension of under graduate and post graduate studies in the field Agriculture and allied Science** (specific areas of research),

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.

(Signature of First Party)

Anita Patra

(Signature of Second Party)



Article 1. Scope

1.1 The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for **B. Tech (Ag) / B.Sc (Ag)/B.F.Sc.-Internship and PG Programme**. The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree.

1.2 Operational details of research effort and collaboration will be made in common research programs and/or projects restricted to specific mandated domain within the approved disciplines/divisions. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.

1.3 Research instrumentation facility and library facilities available with the First party and The Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

1.4 There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel shall be arranged, wherever possible, as per extant rates. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

2.1 Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

2.2 The Advisory Committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentation on the academic and research activities, which should be open to the students, faculty and scientists.

Article 3. Exchange of Information

3.1. The term "information" includes scientific or technical data, results and/or methods investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

3.2. The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

Article 4. General Provisions

4.1 It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination

(Signature of First Party)

Anita Palra
(Signature of Second Party)



4.2 Both parties understand that all financial agreements will have to be negotiated separately and will depend on the availability of funds.

4.3 Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.

4.4 Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified *vide* Letter No. 2- 8/2012-HRD dated 11th December, 2012 or revised guidelines, if any, as may be issued from time to time.

4.5 A copy of the thesis/dissertation will be submitted to the First Party after the award of the degree by the Second party.

4.6 All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

4.7 All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

4.8 Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

Article 5. Intellectual Property Rights

5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

Article 6. Admission and Fees

6.1 All those who wish to register as trainees or for Master/Doctoral programs under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programs as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.

6.2 Admission of the students and the award of degrees for different programs will be the responsibility of the Second party as per the rules and regulations.

6.3 Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.

6.4 The First party would have the right to screen the student's eligibility for admission based on their academic period.

(Signature of First Party)

Anita Palre

(Signature of Second Party)



6.5 The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.

6.6 The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.

6.7 Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

6.8 Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programs as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 11th December, 2012 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However, a student registered with a Second party, outside NARS, will deposit fee of Rs. 10,000/- for training duration of 3 months (not leading to a degree/dissertation) and Rs. 30,000/- per semester (six months) for training, research, dissertation exceeding three months. Any change in fee structure by ICAR will be applicable from the date of revision and shall be charged by the First party.


Article 7. Entry into effect, modification and termination

7.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for three years extendable up to five years. Both parties shall review the status of the MoU at the end of each three/five-year period to determine any modification, whenever necessary. The period of validity of this MoU may be extended by mutual consent up to five years. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

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

7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.

(Signature of First Party)


(Signature of Second Party)



This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

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

(Name and Address of the First Party)

(Name and Address of the Second Party)

Name of the Director of the First Party

Name of the Vice-Chancellor/Head of the Institution of the Second Party

Dr. ANITA PATRA
Registrar, CUTM

Tel No.

Tel. No. 9437424149

Date

Date: 16.03.2018

Signature with Seal

Signature with Seal

Anita Patra



Witness 1

Witness 1

Witness 2

Witness 2

85

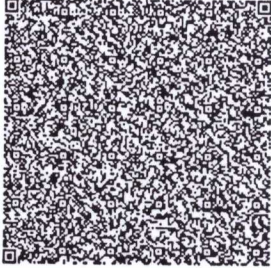


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

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Please write or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made on _____ 2017 ("Effective Date")

By and between

DASSAULT SYSTEMES INDIA PVT. LTD. (www.3ds.com) having its registered office at a company registered under Companies Act, 1950, having its registered office at M-13 LGF South Extension Part-2, New Delhi South, Delhi DL 110049 India (hereinafter referred to as "DSINDIA")

And

Jagannath Institute for Technology and Management Trust (hereinafter referred to as "Trust"), situated at Parlakhemundi, Gajapati District, Orissa-761200. Trust is a Public Trust registered in the office of the District Registrar, Gajapati, Parlakhemundi, Odisha office, Registration No. of the Trust is 3/97.

MoU between DSINDIA & JITM Trust

Page: 1 of 8

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Whereas,

- A) **DASSAULT SYSTEMES INDIA PVT. LTD (DSINDIA)** is a 100% subsidiary of Dassault Systèmes SE (www.3ds.com), which specializes in the production of 3D Solution Experiences for different industries. Dassault Systèmes S.E. is considered to be a leader in providing technology and applications to various industries i.e. T&M, A&D, IE, CPG/CPGR, NR; etc
- B) **Jagannath Institute for Technology and Management Trust** established in Odisha under which a college, **Centurion University of Technology and Management** is a multi-sector, private state university from Odisha, India. It was established in 2010 and its main campus is located at Paralakhemundi in the Gajapati district. The university has been accredited by NAAC with 'A' Grade and it offers under-graduate, post-graduate and doctoral courses in the fields of engineering & technology, management and applied sciences. It has around 10,000 student. It's constituent campus is located at Jatni, on the fringes of Bhubaneswar. The university actively works in the field of sustainable community development through its various social responsibility initiatives.
- C) As part of the Corporate Social Responsibility Initiative, DSINDIA would like to promote "Learn from Experts using advanced technologies" approach and thereby improving skills & competency development for students in engineering colleges / universities. DSINDIA intends to set up an 'DSINDIA VR/AR lab for Skill Development' in the premises of the **CENTURION UNIVERSITY** located at **Paralakhemundi, Gajapati district, Odisha** (the "COLLEGE") identified by the TRUST, which shall be called as "**DSINDIA VR/AR lab for Skill Development**" (the "Lab"). The purpose is to promote 'Learn by Doing' approach, provide a platform based on advanced techniques like Virtual Reality (VR) and Augmented Reality (AR) for students to acquire vocational and multi-disciplinary skills, experiment with industry's best software / hardware to acquire technical skills, provide 'hands-on' practical experiences and industry exposure to the students and promote 'Make in India', 'Start-up' culture amongst the students community. This will help the students Community to understand the power of integrated engineering, with the advanced and self-teaching methodologies using Virtual and Augmented realities and experiences. It will also provide them opportunities to acquire skills necessary to become self-employed, skills to contribute for Smart Cities / Smart Villages, build 'Make in India', 'Start-up' culture.
- D) The '**DSINDIA VR/AR lab for Skill Development**' will be accessible to the students, faculty members, researchers of the COLLEGE and also to the students, professors, researchers of other colleges / institutes as well as industries, entrepreneurs, in the region (Herein after referred to as "the **Community**") to promote the aforementioned objectives.

1. **Purpose**

- 1.1 This MOU is to establish collaboration between **DSINDIA** and **JITM** to set up a lab "**DSINDIA VR/AR lab for Skill Development**" at **COLLEGE** premises.

The objectives of the lab:

MoU between DSINDIA & JITM Trust



A. Meera

DEEPAK KUMAR GARG
DIRECTOR, FINANCE



- a) To promote “Learn from Experts using advanced technologies” approach so that students get practical orientation and hands-on experience while studying the engineering subjects, upcoming technologies
- b) Motivate students / professors / Educators to experiment, simulate – evaluate different solutions / approaches to address specific problems, thereby learn through practical approach
- c) Motivate students / professors to explore, design and prototype ideas to contribute for Smart products / Smart Cities / Smart Villages, build ‘Make in India’, ‘Start-up’ culture, find solutions for India’s problems – local problems.
- d) Introduce advanced learning experiences with VR and AR technologies.
- e) Help local industries, entrepreneurs explore VR and AR lab to address their challenges, problems

This Lab shall be accessed by:

- a) The students / professors, researchers of COLLEGE which will help them to understand the technology, concept, power of Virtual and Augmented reality , and understand other related tools-technologies
- b) The students / professors, researchers of other colleges, institutes in the region solely towards achieving objectives listed above
- c) Industry, entrepreneurs and Community at large solely towards achieving **objectives** listed above
- d) Mutually agreed partners of both parties of this collaboration (DSINDIA, JITM) for further studies, research, exploration

1.2 To establish a Lab which will be self-sustaining in the near future, that will continue to achieve the objectives listed above

2. Financial arrangement for the Lab

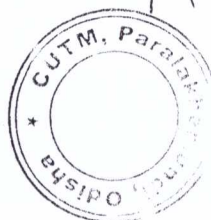
2.1 Subject to the terms of this MOU, DSINDIA will contribute funds to the **JITM** to set-up the **LAB** at the **COLLEGE** premises. The funds will be contributed by DSINDIA as per the details mentioned in **Annexure I**.

2.2 Based on the progress, commitments from both the partners of this MoU, DSINDIA may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to the Annexure I.

2.3 These funds shall be used for:

- (a) Procuring required hardware and software and setting up the required infrastructure for the Lab, list of same shall be shared with DS India.
- (b) Appointment of the Lab Manager/Supervisor/Technicians who will be an employees of COLLEGE
- (c) Provide scholarships to the students undertaking research in this lab. Scholarship criterion and amount will be decided mutually by DSINDIA and the TRUST.
- (d) Covering other mutually agreed reasonable expenses incurred on account of students / faculty visits to / from DSINDIA and other institutes, industries to understand the know-how and processes required for setting up of the Lab.
- (e) Organise trainings, conferences in alignment with the objectives stated above.
- (f) Payments towards periodic maintenance of the hardware/software (AMC) in the Lab

MoU between DSINDIA & JITM Trust



- 2.4 The parties hereby agree that the detailed investment plan for the Lab shall be discussed between the parties and accordingly worked out over a period of two (2) months from date of execution of this MOU and funds shall be released and usage shall be monitored in accordance with the investment plan.

3. Responsibilities and Mechanism to run the Lab

3.1 DSINDIA's Responsibilities

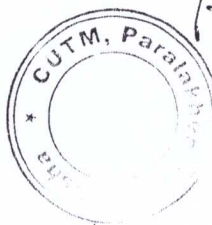
- a) To Provide financial and management expertise
 - i. Funding as specified in Section 2.1 above
 - ii. Management expertise to set up the Lab and make this program a success
- b) To define initial projects on VR and AR to be performed by the students in the lab
- c) To provide technical knowhow and processes knowledge to set up the Lab
- d) Participate in promotion of the Lab
 - i. Organize training, Remote sessions and conferences for the students/faculty of COLLEGE
 - ii. Help in industry connect by way of inviting industries to refer their technical problems to the lab to explore possible solutions / prototypes.
- e) To facilitate projects to be undertaken by COLLEGE and it's students, interns
- f) To conduct quarterly review to ensure that funds allocated for the Lab are utilized in the manner agreed between the parties

3.2 TRUSTS' Responsibilities

- a) To provide adequate space and infrastructure at the COLLEGE premises for the Lab, with access to Community
- b) To appoint senior faculty member of the College with defined hardware to make this program successful and to achieve stated objectives
- c) To appoint a full-time Lab Manager/Supervisor/Technicians to run the Lab
- d) To handle day-to-day operations of the Lab
- e) To develop educational curriculum, develop training contents, define new exercises / experiments to be performed in the lab
- f) To undertake meaningful projects to aid vocational skills learning
- g) To promote and support, usage of the Lab by the students & Community
- h) To handle user training and upkeep of infrastructure
- i) To ensure that all the infrastructure installed in the Lab is handled by the TRUST and the COLLEGE with utmost care, is protected to the same extent that TRUST and COLLEGE would protect its own property and is not damaged by the users in the Lab.
- j) To encourage conducting of research or analytical projects in the relevant area in the Lab by students' / faculty community.
- k) Provide periodic report to DSINDIA for utilization of fund and progress of project.

3.3 Joint Responsibilities of all the parties

- a) To work jointly and co-operate with each other to accomplish the goal for setting up of the Lab
- b) To promote benefits of Virtual and augmented Reality for Vocational education.
- c) To suitably upgrade the Lab in line with technology advancements and Community requirements
- d) To undertake joint collaborative research projects in the relevant area
- e) Each party shall appoint their representative as a Single Point of Contact (SPOC) who shall constitute a 'Joint Working Group' to manage and execute the cooperative



A. K. Garg

AKG



activities mentioned in this MOU. This group shall decide on Lab progress milestones and hold quarterly progress reviews for the Lab and suggest means to increase lab utilization for Community purpose.

SPOC details:

For: DASSAULT SYSTEMES INDIA PVT. LTD. Name: Rajiv ARAMADAKA Address: Dassault Systèmes India Private Limited Hotel Leela Palace,, 7th Floor, Galleria Commercial Tower, 23 Old Airport Road, Kodihalli,, Bengaluru, Karnataka 560008 Ph: Email id:
For: <u>J. I. T. M.</u> (TRUST) Name: <u>Dr. Ashok Mishra</u> Title: <u>Registrar</u> Department: Address: <u>At Post - R. Sitapur, Dist - Uppalaha, Rayachoti, Andhra</u> Phone: <u>+91-9437123384</u> Email id: <u>registrar@jitm.ac.in</u>

Each party shall notify the other of any modification in writing in case of change in the above SPOC.

f) To make the Lab self-sustaining in the near future

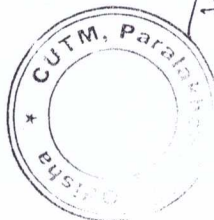
3.4 Mechanism to make the Lab self-sustaining:

- a) The mechanism to run and make the Lab self-sustaining will include fund generation activities such as:
- Students and faculty community will get free lab access and material at free/concessional rates to be decided by TRUST in consultation with DSINDIA
 - Industries and other individuals will pay for machine time and material at prescribed rates to be decided by Trust in consultation with DSINDIA
- b) The above mechanism for Community usage of the Lab shall be finalized within 90 days of signing of this MOU and TRUST shall implement it accordingly.
- c) All funds generated through the above mechanism shall be utilized by the TRUST solely for supporting the Lab in future.

4. Term

- 4.1 This MOU shall be effective from the 'Effective Date' and shall be valid for an initial period of 3 years. Thereafter, this MOU shall automatically renew for successive three (3) year terms unless terminated by either party in accordance with the provisions of this MOU.
- 4.2 During the initial term or any renewal term, either party may terminate this MOU upon sixty (60) days prior written notice to the other party.
- 4.3 Notwithstanding the foregoing, either party may terminate this MOU by written notice to the other parties if any party is in breach of any material provision of this MOU and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.

MoU between DSINDIA & JITM Trust



A. Mishra
DKG
DEEPAK KUMAR GARG
DIRECTOR-FINANCE

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- 4.4 In the event of termination of this MOU prior to expiry of the initial term of 3 years, DSINDIA shall have no obligation to provide further funding to the Lab and TRUST will continue to use the Lab along with its infrastructure at its own cost.
- 4.5 In the event of termination/expiry of this MOU after DSINDIA has provided the entire funding for the Lab as specified in Section 2.1 above, the Lab may be at the option of DSINDIA continue to be called as "DSINDIA VR/AR lab for Skill Development".
- 4.6 This MOU shall be governed by the laws of the Republic of India.

5. **Access to the lab and process knowledge developed at the Lab**

- 5.1 DSINDIA shall have access to all the experiments developed at the Lab by Community and to the process knowledge built up at the Lab.
- 5.2 DSINDIA shall have access to the prototypes developed at the Lab by Community and to the process knowledge built up at the Lab.

6. **Branding**

DSINDIA reserves the right to do branding as and where it deems appropriate. The Trust will seek prior approval from DSINDIA before using the DSINDIA logo/brand in any form.

7. **Review and Monitoring**

- 7.1 The Trust shall submit reports each Quarter, giving the status of various stages of completion of the lab as well as statements containing details of expenses incurred by it to DSINDIA, per requirement. The Trust shall also provide such information and documents as are required by DSINDIA with respect to the said project.
- 7.2 DSINDIA reserves the right to make visits to the Lab to monitor progress of the same, with adequate prior notice to the Trust.

8. **Miscellaneous**

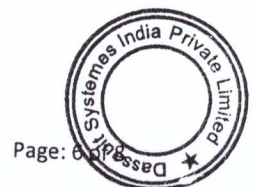
- 8.1 Neither Party shall be liable for failure or delay on its part in performing its obligations under this MOU, if such failure or delay is partly or wholly due to a Force Majeure condition.
- 8.2 All conditions, changes, erasures, amendments, waivers, etc. shall only be in writing, duly executed by all the Parties.
- 8.3 Neither parties may assign any part or whole of this MOU or any rights hereunder, without the written permission of the other parties.
- 8.4 This MOU sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and merges all discussions and negotiations between them prior to such execution.
- 8.5 The Parties shall make best efforts to resolve all differences and disputes arising in connection with this MOU amicably. In case the differences are not resolved amicably, a committee will do the same and failure after that to resolve differences could lead to termination of this MOU.

MoU between DSINDIA & JITM Trust



A. Mishra


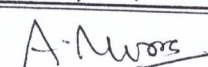
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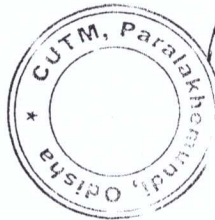


DEEPAK KUMAR GARG
DIRECTOR - FINANCE

8.5 The TRUST shall provide DSINDIA all access and information and copies of all information relating to the subject matter of this MOU and shall take all steps required by DSINDIA to fulfill its internal regulations and compliances under applicable law.

IN WITNESS WHEREOF the Parties have caused this Memorandum of Understanding to be executed the day and year first herein above written.

For and on behalf of DASSAULT SYSTEMES INDIA PVT. LTD.	For and on behalf of <u>J-I-T-M.</u> (Trust)
 DEEPAK KUMAR GARG	 REGISTRAR
Name: DIRECTOR-FINANCE	Name: <u>Dr. Arhok Mishra</u> CUTM, Paralakhermundi
Designation:	Designation: <u>Registrar</u> Dist. Kalapati-761211
Date: <u>24th MARCH 2017</u>	Date:





Annexure I

It is agreed between the parties that initially, DSINDIA will contribute Rs. 10,00,000/- (TEN Lakh Rupees) to the JITM to set-up the LAB at the COLLEGE premises, and the same to be utilized by 30th June 2017. The trust confirms that it shall provide receipts for all such expenses incurred in setting up the Lab.

The Trust will be required to give an explanation, in writing, for any delay in the achievement of the objectives envisaged, and thereby for the non- utilisation of the contribution until 30th September 2017.

Based on the progress, commitments from both the partners of this MoU, DSINDIA may decide to continue the engagement and provide additional funds in future for enhancement / expansion of the LAB set-up at COLLEGE. All such additional funds given to the TRUST will be recorded by way of an amendment to this Annexure.



DKS
DEEPAK KUMAR GARG
DIRECTOR-FINANCE



Valid for three months from date of issuance

दिनांक
Date

2 2 0 3 2 0 1 7
D D M M Y Y Y Y

The Hongkong and Shanghai Banking Corporation Limited
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Pay JAGANNATH INSTITUTE FOR TECHNOLOGY AND MANAGEMENT TRUST या धारक को Or Bearer

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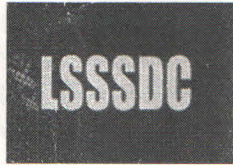
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Pls. Sign above this line

⑈078909⑈ 110039005⑈ 910054⑈ 29



LSSSDC Logo



Centurion UNIVERSITY

University Logo

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

Centurion University of Technology & Management, having its registered office at Ramchandrapur, P.O. - Jatni, Bhubaneswar, Dist: Khurda – 752050.” (hereinafter “CUTM”, which expression shall where the context so admits include its successors and permitted assignees) of the one part

AND

Life Sciences Sector Skill Development Council (LSSSDC), a Not for profit organization, registered under the Societies Registration Act (XXI of 1860)having its registered office at The Mantosh Sondhi Center, 23, Institutional Area, Lodi Road, New Delhi and operating through its head office at 14, Palam Marg, Rear 2nd Floor, Vasant Vihar, New Delhi -57 on the other part.

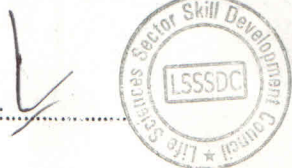
Background

CUTM

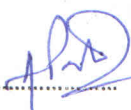
CUTM is a State Private University, created by an Act (No. 4 of 2010) of the Odisha Legislative Assembly and notified by the Department of Higher Education, Government of Odisha vide Gazette publications No. 2160, dated December 24, 2010 and No. 338, dated February 11, 2011. CUTM is empowered to award degree as specified by the University Grants Commission (UGC) under section 22 of the UGC Act 1956. In pursuance of Section 8 and 9 of the Centurion University of Technology and Management, Odisha Act, 2010, the CUTM is allowed to set up its campus/centres in other States of the country for furtherance of its objectives in conformity with the UGC Regulation. The University’s Vision has been “Shaping lives and empowering communities”. The University has focused on ‘hands-on’, ‘experience based’, ‘practice oriented’ learning that makes a difference through appropriate and relevant innovation and action research. While promoting Nano, Mini and Micro Enterprises, the University works toward learning experiences that are ‘quantifiable’, ‘sustainable’, ‘scalable’ and ‘replicable. The university aims to provide globally accredited employability training for less endowed segments of the population, to promote entrepreneurial culture and enterprise in the target areas and to facilitate improved market access to goods and financial services to the target population. The university offers a choice based flexible learning system, enabling an interdisciplinary approach for learners to learn at their own pace and choose electives from other available courses as well as take up some additional/value added courses to increase their skill/employability.

LSSSDC

Initials for LSSSDC:.....



Initials for CUH:.....



The Life Sciences Sector Skill Development Council (LSSSDC: www.lsssdc.in) had been set up as a Govt approved non statutory skill certification body for Life Sciences Sector (Pharma, Bio-pharm, Contract Research), under the aegis of National Skill Development Corporation (NSDC: <http://www.nsdcindia.org>) a Public Private Partnership Company of Govt. of India with primary mandate of catalyzing the skills landscape in India. LSSSDC aims to address the skills shortfalls in the Life Sciences Sector in India. Its remit includes developing national occupational standards (NOS) for the range of job roles in the Life Sciences sector, comprising – Pharmaceuticals, Biotechnology & Clinical Research, advising relevant curriculum and developing qualification framework to support the on-going development of the sector. It further aims to develop training standards and assessment systems to facilitate the increase of skilled workers in this sector.

1. Purpose of this MOU

The parties are exploring the possibility of working together in areas of mutual interest and wish to enter into this Memorandum of Understanding ("MoU") to set out the areas of co-operation.

2. Term

This MoU shall commence on the date of signature and shall endure for a period of three years. It may be terminated by either party upon giving no less than threemonths' notice in writing.

3. Areas of Co-Operation

The parties shall collaborate in the following areas:-

3.1 Knowledge sharing:

Work together in sharing knowledge resources in the key area of Life Sciences (Pharmaceutical, Bio-pharmaceutical, contract research). LSSSDC will share information on Life Sciences gathered during course of study conducted by its Knowledge Partner.

3.2 Support in Skilling Activities

CUTM will provide support for skill development activities with joint association of LSSSDC. LSSSDC will facilitate the skilling process within its boundaries of function.

4. Communication

Both parties agree to:-

Communicate regularly via emails.

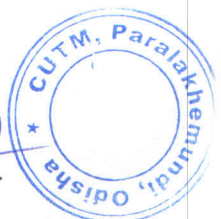
Meet formally at least every 6 months to review progress

Update their respective Senior Managers/Executive Team quarterly of progress of this MoU

Initials for LSSSDC:.....



Initials for CUH:.....



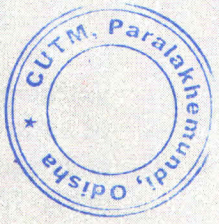
5. Status

5.1 Notwithstanding the terms of any other provisions of this MoU, this MoU is not legally binding and nothing contained in this MoU shall impose any legal obligations on either party whatsoever.

5.2 This MoU may be amended by agreement of both parties in writing.

Arbitration

Any dispute arising out of this MOU, the same shall be referred to the arbitration of 3 (three) arbitrators, one to be appointed by each party to the dispute, and the third and presiding arbitrator shall be nominated by the said two arbitrators before entering into any reference. The decision of the majority of arbitrators shall be final and binding on both parties. The venue of arbitration shall be at New Delhi and the arbitration proceedings shall take place under the provisions Indian Arbitration and Conciliation Act, 1996

Registrar, Centurion University of Technology & Management, At - Ramchandrapur P.O. - Jatni, Bhubaneswar Dist: Khurda – 752050 Odisha, India	<i>Amita Patea</i> Signature Date: <i>15/12/17</i> 
Ranjit Madan CEO Life Sciences Sector Skill Development Council	<i>Ranjit Madan</i> Signature Date:

Initials for LSSSDC:.....
L

Initials for CUH:.....
AP

