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## MEMORANDUM OF UNDERSTANDING

Between

ICAR- Central Institute of Freshwater Aquaculture (CIFA)  
(An ISO 9001:2015 Certified Institution)  
Kausalyaganga, Bhubaneswar – 751002, Odisha, India

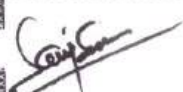
And

Centurion University of Technology and Management, (CUTM) Odisha  
R. Sitapur, Paralakhemundi, Gajapati – 761211, Odisha, India

to facilitate

Students Training, Internship/Post Graduate Research/Scientists Exposure &amp; Involvement

The Memorandum of Understanding (hereinafter referred as MoU) is made on the 13<sup>th</sup> day of month of July in the year 2022 by and between **ICAR- Central Institute of Freshwater Aquaculture** having its head office at Bhubaneswar-751002 (herein after called ICAR- CIFA (First Party), a constituent research institution of the Indian Council of Agriculture Research, Krishi Bhawan, New Delhi- 110001 on the ONE PART and **Centurion University of Technology and Management**, Paralakhemundi, 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)

  
(Signature of Second Party)



The parties have 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, internship and quality post- graduate 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 11<sup>th</sup> December, 2012 or as revised from time to time.

WHEREAS the ICAR- CIFA as a **First Party** is involved in the studies/ researches on the area of freshwater fish, prawn, muscle & other finfish & shellfish culture, fish biology, resources management, physico-chemical impact, fish nutrition, animal health, fish genetics and breeding, fish biochemistry, fish physiology, aquaculture biotechnology, fish transgenic/ gene editing, extension, economics and information sciences. It's body of scientists are extending technical expertise in aquaculture to farmers.

Collaborative research, training and students placement in its different projects with concerned scientists involvement in common areas will carry mutual benefits to both the Institutions in the field of sustainable aquaculture starting with carp culture, Jayanti rohu, ornamental fish culture, aquaponics, instrumentation in the pond management, utilisation of natural resources including environmental conservation of native fish species. Centurion University will like to pursue collaborative activities on some of the above topics and enhance technology transfer in the tribal regions of Gajapati, Rayagada and other districts of Odisha with some more districts in Andhra Pradesh.

WHEREAS the **Second Party**, Centurion University (CUTM) in Odisha is recognized by the University Grants Commission, Govt of India. **CUTM** is involved in teaching, training, skill development and conducting innovative research in various disciplines of agriculture, fisheries and allied subjects.

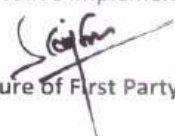
AND there by, it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise development, technology transfer and logistics support from both the parties as and when needed.

#### Article 1. Scope

- 1.1 The second party will recognize the first party as an institute for conducting research related to the students' course work and summer internship and placement of B.F.Sc., project / thesis requirement and research paper publication of the research students and enabling concerned faculty members participate in different higher Degree Programs. The Second Party will recognize Scientists of the ICAR- CIFA 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 efforts and collaboration will be made in common research programs and/or projects restricted to specific mandated domain within the approved disciplines/ divisions.
- 1.3 Research instrumentation facilities and Library facilities available with the First Party and the Second Party will be made available to the faculty and research scholars. However, the cost of specific consumables will be borne by the respective organizations.
- 1.4 There shall be an exchange of scientists, faculty and students for academic, research and training purposes. Accommodation in hostel shall be arranged wherever possible, as per extant rates. The duration of exchange visit will be determined by mutual consent between both the parties.

#### Article 2. Management

- 2.1 Director of the First Party and the Head of the Institution/Dean - School of fisheries of Second Party will be responsible to work out operational details of cooperation between both the parties and ensure proper and effective implementation of the MoU.

  
(Signature of First Party)

  
(Signature of Second Party)



- 2.2 An Advisory committee consisted of both the parties, will meet at least once in a year alternatively to review and plan activities as agreed. This meeting shall include presentation on the academic and research activities including students placement and internship which should be open to students, faculty and scientists.

### Article 3. Exchange of Information

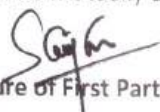
- 3.1 The term "information" includes scientific or technical data, result and/or method of investigations and other information intended to be provided, exchanged or arising under project description entered into pursuant to the MoU.
- 3.2 The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all allied purpose.

### Article 4. General Provision

- 4.1 It is understood that the First Party and 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/ Parties shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scientists, 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 action 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 and PG program as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11<sup>th</sup> 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 and 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 resolutions failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.
- 4.7 All questions not for seen related to this MoU will be handled by the parties by mutual discussion and agreement.
- 4.8 Nothing in this MoU is intended to affect cooperation or collaboration 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 or students' internship. 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.

  
(Signature of First Party)

  
(Signature of Second Party)

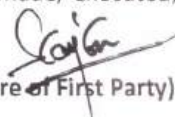


## Article 6. Admission and Fees

- 6.1 All those who wish to register as trainees or for Master/ Doctoral program 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 3.2.1 A 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 11<sup>th</sup> December, 2012 or revised Guidelines, if any, as may be issued from time to time, for the students from within 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 and involvement of the scientists and students at the First Party will be done by the approval of the Director of the First Party and Vice-Chancellor/Head of the Institution of the Second Party respectively.
- 6.4 The First Party would have the right to screen the student's eligibility for admission based on the academic performance.
- 6.5 The PME Cell of the First Party in consultation with the representative of the Second Party will 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, post-graduate research, internship and placement exposure, if found violating the rules and regulations laid down by the First Party or indulged 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 by the students from the First Party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 11<sup>th</sup> 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 with 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 necessary. The period of validity of this MoU may be extended by mutual consent up to five years and beyond. 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.

ICAR- Central Institute of Freshwater  
Aquaculture  
Kausalyaganga, Bhubaneswar-751002,  
Odisha, India


Centurion University of Technology  
and Management, R.Sitapur,  
Paralakhemundi, Gajapati-761211  
Odisha, India

Name of the Director of  
the First Party

Dr. Saroj Kumar Swain  
Tel No. (0674) 2465421, 2465446

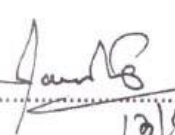
Date: 13.07.2022

Signature with Seal

  
13.07.2022  
निदेशक/DIRECTOR  
भा.क.अनु.प./ICAR-CIFA  
पो.-कौशल्यांग/ P.O-Kausalyaganga  
भुवनेश्वर/Bhubaneswar-751002



Witness 1

  
13/07/22  
Dr. Mrinal Samanta, M.V.Sc. (IVRI), Ph.D.(Japan)  
Ex- ASM-IUSSTF Indo-US Research Professor  
Principal Scientist, Fish Health Management Division  
ICAR-Central Institute of Freshwater Aquaculture  
Kausalyaganga, Bhubaneswar, Odisha-751002

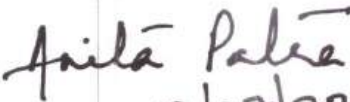
Witness 2

Name of the Registrar  
of the Second Party

Prof. (Dr.) Anita Patra  
Tel. No. (06815)222999

Date: 13.07.2022

Signature with Seal

  
13/07/2022

REGISTRAR  
CUTM, Paralakhemundi  
Dist. Gajapati- 761211

Witness 1

Witness 2





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This Memorandum of Understanding (MoU) is made in this 8<sup>th</sup> day of October 2015 at Bhubaneswar.

#### BETWEEN

Centurion University of Technology and Management (CUTM), Bhubaneswar represented by its Registrar, Dr. Ashok Mishra, herein after referred as party of the first part.

#### AND

Heritage Vision Education Trust, Plot no 2122, Samantarapur, Bhubaneswar represented by Trustee-in-Chief, Mahesh Patnaik, here in referred as party of the second part.

#### AND

**It is hereby settled and agreed by and between the parties hereto as under:**

1. To launch the Diploma/Bachelor/Master in Pharmacy, M. Phil in Bioinformatics and PhD in Bioinformatics courses from the academic session 2016-17 in CUTM, Bhubaneswar as per the approved norms of PCI/AICTE & UGC in this regard, based on the course curriculum, syllabus and regulations as approved by the Board of studies/Academic Council/Board of Governors of CUTM, as per the responsibility chart agreed upon by the party of the first part and party of the second part.

*Mahesh Patnaik*

*Ashok Mishra*



## 2. PERIOD OF MOU

This MoU shall come into force and shall remain valid for a period of 10 years (Ten Years) from the day of signing the MoU by the parties hereto, and shall be renewed at the mutually agreeable conditions of both the parties.

## 3. RESPONSIBILITY OF THE PARTY OF THE FIRST PART

- a) To extend all help and cooperation to the party of the 2<sup>nd</sup> part in preparing syllabus and course curriculum based on PCI/AICTE & UGC Norms.
- b) To provide the required physical infrastructure (Building, water, electricity and all other basic facilities to run the operation).
- c) To assist the party of the 2<sup>nd</sup> part in conducting the courses by providing necessary help and support as and when required, at mutually agreeable terms and conditions.
- d) To extend facilities of the CUTM, Bhubaneswar to the students admitted into the courses such as library, reading room, play ground etc. as per the rules and payment of fees mutually agreed upon with the party of the 2<sup>nd</sup> part from time to time.
- e) To nominate one person to handle the Joint Bank Account to be opened with the party of the 2<sup>nd</sup> part for the purpose of student Fee collection.
- f) To identify / nominate the key people for co-ordination with the party of the 2<sup>nd</sup> part for handling the operational issues and smooth functioning of the courses.
- g) To issue appoint letters to the faculty members on behalf of the party of the 2<sup>nd</sup> part.
- h) To take care of Student Registration, Admission, Examination & issue of mark sheets/ degrees/diplomas etc. in respect of these courses.

## 4. RESPONSIBILITY OF THE PARTY OF THE SECOND PART

- a) To physically carry out the courses as per the approved (by Board of studies/Academic Council/Board of Governors of CUTM) syllabus and course curriculum based on PCI/AICTE/UGC norms.
- b) To provide required manpower such as faculty members and other Non-teaching staff for smooth conduct of the courses.
- c) To make payments to the faculty (appointed by the party of the 1<sup>st</sup> part) and other supporting staff.
- d) To develop and maintain the laboratories, other equipment, hardware, software, etc. which are not available at university but may be required from time to time for smooth conduct of the courses.
- e) Take care of admission of the students, publicity, promotion, advertisements etc. for these courses.
- f) To assist for field study and in-house industrial training etc. wherever necessary.
- g) To pay for telephone, internet and electricity services and other consumables for these courses.
- h) To provide for the Library Books for new courses.

Mahesh Kumar

Arshad Mirza

## 5. JOINT RESPONSIBILITY

- a) To periodically review the operations in order to improve the standard and quality as well as ensure smooth conduct of these courses.
- b) To update and improve the course curriculum from time to time.
- c) In case of non renewal of MoU or discontinuance of the course(s), both parties will discharge their responsibilities as per the MoU till the completion of the course of all the students already admitted in this MoU period.

## 6. COURSE CAPACITY

It will be as mutually agreed upon between the First Party and the Second Party, based on the norms of PCI/UGC.

## 7. COURSE FEE AND COMMERCIAL TERMS

- a) The Annual course fee of the courses shall be as hereunder.
  - i. D. Pharm.: Rs 50,000 P.A.
  - ii. B. Pharm.: Rs 75,000 P.A.
  - iii. M. Pharm.: To be decided later
  - iv. M Phil (Bioinformatics): Rs 80,000 P.A.
  - v. Ph.D. (Bioinformatics): To be decided later
  - vi. Any other mutually agreeable course
- b) Fee shall be collected from the students selected and admitted to the courses in the form of crossed Bank Draft drawn on any nationalized Bank payable to **"The Project Director"**.
- c) Both parties shall share the course Fee and the share shall be 35:65 for the party of the 1<sup>st</sup> part and the party of the 2<sup>nd</sup> part respectively.
- d) Admission fees, examination fees, certification fees and other ancillary fees for examination etc. shall be collected separately as per the norms of the University.
- e) Both parties shall have to discharge their responsibilities duly as per the terms of references mentioned in this MOU.
- f) Reimbursements to both the parties shall be calculated on monthly basis.

## 8. COURSE PROMOTION

- a) Party of the second part shall meet all expenses regarding marketing, advertisement, office expenses of the first part and placement of students of the courses as mutually agreed upon.
- b) Neither party shall assign their MoU to any other party/person(s).

*Maresh Patroille* *Arshok Mura*



## 9. GENERAL TERMS OF REFERENCES

- a) The party of the 1<sup>st</sup> part shall appoint one person as "Project Director". However, the person to be appointed as "Project Director" shall be nominated by the party of the 2<sup>nd</sup> part for smooth administration of the course.
- b) A separate Bank account for Expenses to be opened & maintained (Apart from the Joint Bank account for Course Fees) in the name of the party of the 1<sup>st</sup> part (i.e. The University) which shall be managed by "**The Project Director**" for payment of recurring expenses such as Salary to staff, Infrastructure Development, Vendor payments, etc.
- c) Expenses towards the AICTE & PCI if any required to be incurred further (apart from the existing University approvals in place) shall have to be borne by the party of the 2<sup>nd</sup> part.

## 10. Conflict of Interest

- a) During the term of this Agreement, the Second Party will not undertake or cause to undertake any action that will undermine the interest, image and goodwill of CUTM.
- b) The Second Party will notify CUTM of any possible or potential conflict of interest which may result from its activities, and shall commence such activities only after written approval of the University, which may not be unreasonably withheld.
- c) Both the parties shall not solicit and/or entice away any faculty and employees of their respective institution, without prior approval from the respective competent authority.

## 11. TERMINATION

In the event of breach of terms and conditions in this MoU as enumerated herein above being committed by any of the parties hereto, the aggrieved party may issue a notice by registered post with AD to the other party calling upon it to rectify such default or breach within 3 (three) months after receipt of such notice and in the event the other party does not rectify the default or breach as described in the aforesaid notice within the stipulated period, the aggrieved party may issue notice for termination of the MoU which shall take effect from 3 (three) months after receipt of such 2<sup>nd</sup> notice. However, a suitable lead time shall be allowed for completion of a batch. Hence, any such termination can only put into effect after completion of 5 (five) years.

## 12. JURISDICTION AND ARBITRATION

In the event of any dispute between the parties hereto the following procedure shall be adopted to resolve difference.

All claims, disputes and differences between the parties hereto regarding the interpretation scope or effect of the terms and conditions herein contained or as regards the rights, duties and obligations of the parties hereto in any way relating, touching or concerning these shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any statutory modifications, enactments hereto for the time being in force.

*Mahesh Patraick*

*Ashok Mura*

### 13. AMENDMENT TO THE MOU

If during the operation of MoU, situations arise which call for alteration/modification of this MoU, such alteration/modification shall be discussed and agreed upon in writing.

### 14. FORCE MAJEURE

In the event of non fulfillment of the terms and conditions of MoU due to any reasons of force majeure including but not limited to fire, war, riots, strikes and natural calamities, neither parties shall be held responsible for any loss or consequent loss.

In witness thereof the parties hereto have set their respective hands on the day, month and year herein before mentioned.

In the presence of witness:

1. Name Hanibandhu Panda  
Address CUTM, Paralakhemundi  
Gajapati



Ashok Mishra 9/10/15  
Dr. Ashok Mishra, Registrar  
CUTM  
(Party of the First part)

2. Name SISIR PANIGRAHI  
VIVEKANANDA MARG, PUSHPATI AN  
Address BHUBANESWAR

(Mahesh Patnaik)  
Mahesh Patnaik  
Trustee-in-Chief  
Heritage Vision Education Trust  
(Party of the Second part)







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Shop & Live,  
empowering communities.



### Memorandum of Understanding

This MOU is entered into at Bhubaneswar on this 19<sup>th</sup> day of August 2017 (hereinafter called MOU.).

**Between**

**Centurion University** (a Private State University by an Act (No. 4 of 2010) of State legislature of Odisha having its headquarters at Paralakhemundi, represented by Dr. Saurav Barman, Project Co-ordinator, Innovation Agriculture Project, NSDC, M.S. Swaminathan School of Agriculture aged 31 years, hereinafter called the First Party, which term and expression shall mean and include, unless repugnant to the context, its successors, assignees, administrators of the **First Part**.

**And**

**Harsha Trust**, registered under the Indian Trusts Act, 1882 (No. 211/2002, hereinafter referred to as 'Harsha') having its registered office at Plot No.- 217/B, Bayababa Matha Lane, Unit-9 Flats, Bhubaneswar - 751022, Odisha, and its address for correspondences is at A-50, Ground Floor, Nilakantha Nagar, Unit-8 Bhubaneswar-751012, Odisha, which shall unless repugnant to the context or meeting thereof includes its Successors in interests and permitted assigns of the **Second Part**

All the Parties Centurion University and HARSHA TRUST are collectively referred to as "The Parties"

*[Signature]*  
19/8/2017

*[Signature]*  
19/08/2017  
HARSHA TRUST


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5/1085

29/6/14 19

Hon<sup>ble</sup> Trust

27/12 B.B. Nathal

Unit 9 (F)



29/6/14  
NIRANJAN NANDI  
STAMP VENDOR  
B. JAMESWAR COURT  
REGD. L. NO-3/22

S.K. Muduly  
SIGNATURE OF PURCHASER

DISTRICT TA  
KHURDA, BHUB  
2 & 3  
ADOL. TRES





## 1. OBJECTIVES

Centurion University and HARSHA TRUST, recognizing their mutual strengths and interest to create a pool of trained Community Resource Person (CRP) **who make living out of support services, that improves the livelihoods and lives of rural poor families**, heretofore agree to collaborate to standardize the training curriculum, provide training, assess and provide certificate. Certification is envisaged to bring rigor to the curriculum and enhance the self-esteem of CRPs. The activities under this collaboration shall include:

- Design and develop course curriculum
- Train the CRPs & farmers
- Provide certificate to CRPs & trainee once s/he completes the course curriculum.
- Establishment of training centres in 9 districts of South Odisha.

## 2. OBLIGATIONS OF THE PARTIES

### 2.1 Centurion University agrees that

- (a) It will provide faculty with education and experience in teaching, training and research in technology, management and development to anchor and support the program.
- (b) It will work closely with experts from HARSHA TRUST to standardize the eligibility criteria, selection process, course content, pedagogy, course delivery and assessment methods.
- (c) It will provide the certificate to the CRPs who successfully complete the course.
- (d) It will work closely on developing training centres in 9 districts of South Odisha for training the farmers.
- (e) It will not provide CRP s any Remuneration.

### 2.2 HARSHA TRUST agrees that

- (a) It will identify and provide support from a core group of experts to work with the Programme anchor to develop the course content and assessment methodology by providing existing course materials developed by HARSHA TRUST and suitably improving those as per the requirement.
- (b) It will be responsible for facilitating the identification of the CRPs by the community groups/collectives.
- (c) It will ensure conduct of the course in respective field locations, assessment of the CRPs and documentation for the purpose of certification.

## 3. DURATION

This Memorandum of Understanding shall remain in force for a period of ten (10) years from the date of the last signature. In the beginning of the third year an assessment report will document the usefulness and the value of the collaboration. At that time the validity of the MoU may be extended, amended or terminated.

  
19/08/2017

  
19/08/2017  


#### 4. AMMENDMENTS

Any of the provisions of this agreement may be amended or modified at any time by mutual consent through exchange of letters, and all such amendments shall be part and parcel of this agreement.

## 5. DISPUTE RESOLUTION

Should there be a dispute relating to any aspect of the cooperation, the Executive Director, HARSHA TRUST and the Project Co-Ordinator, Innovation Agriculture Project , NSDC , Centurion University will jointly resolve the dispute in a spirit of mutual respect, independence and shared responsibility.

Any notice required to be given under this agreement shall be served on the party at their respective addresses given below by hand delivery or by registered post.

- ### 1. Centurion University

Village Alluri Nagar, P.O. - R Sitapur, Via- Uppalada, Paralakhemundi  
Dist: Gajapati - 761211, Odisha, India

- ## 2. Harsha Trust

Plot No. 217/B, Bayababa Matha Lane, Unit-9 Flats, Bhubaneswar – 751022, Odisha

In witness where off the parties hereto have caused this agreement and a triplicate thereof on their respective behalf by their duly authorized officials on the date and place herein above mentioned.

Signed, sealed and delivered within Century University

By the hands of it's duly authorized representative.

In the presence of the following witnesses:

1. S. Chand,  
19-8-17.

**Signed, sealed and delivered within Harsha Trust**

By the hands of it's duly authorized representative,

In the presence of the following witnesses:

- S.K. Muduly  
1. SUKANTA KUMAR MUDULI 19/8/17  
217/B, B.B. Matha Lane,  
Unit - 9 (F)  
2. N. Syam Choudhry.  
Plot No. 1490, Sadyanvihar  
Laxelgarh. Bhubaneswar.

For, HARSHA TRUST

19/08/17  
Executive Director





# Memorandum of Understanding

Between

A1 Fidelity Services Pvt. Ltd.  
(*Hereinafter referred to as "A1 Fidelity"*)

And

Centurion University of Technology and Management  
(*Hereinafter referred to as "CUTM"*)

**This Memorandum of Understanding made on the 24th day of November, 2017 at New Delhi by and between**

**A1 FIDELITY SERVICES PRIVATE LIMITED**, a company registered under Companies Act 1956 having its Corporate office at F 301/302, LGF, Lane no 7, Pandav Nagar, New Delhi - 110091 and represented by its **Managing Director, Mr. Dhinendra Lohmor**, herein after referred to as “**A1 Fidelity**” which expression unless repugnant to the context shall mean and include its successor in office, administrators and assigns of the First Part;

And

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT**, an Educational Society registered under the Societies Registration Act, 1860 having its office \_\_\_\_\_ at

\_\_\_\_\_ and represented by its Chairman, Mr. \_\_\_\_\_, herein after referred to as “**CUTM**” which expression unless repugnant to the context shall mean and include its successor in office, administrators and assigns of the Second Part;

Hereinafter, each of which may be referred to individually as “**Party**” or collectively as “**Parties**” (hereinafter the First Party and Second Party, together also referred to as the “**Parties**”).

**WHEREAS A1 Fidelity** is a Fin Tech organization which is into Financial Inclusion, Social Inclusion, Healthcare Inclusion and Business Consulting services and works with Japanese partners interested in imparting Japanese Language and culture training.

**WHEREAS CUTM** is a university which

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**WHEREAS** A1 Fidelity and CUTM recognize and have agreed to Synergize and mutually co-operate to extend their services by entering into this MOU for creating a sustainable Skill development ecosystem for the Technical Intern Training Program of CUTM and the youth of India in general and other interfaces including but not limited to market linkages, community projects and healthcare programs.

NOW THEREFORE, IN CONSIDERATION OF THE PREMISE AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY DESIROUS OF RECORDING THE TERMS AND CONDITIONS OF THEIR UNDERSTANDING AS HEREUNDER:

## **I. PURPOSE**

This Memorandum of Understanding (“MOU”) outlines the basis upon which A1 Fidelity and CUTM have agreed to collaborate in the following areas:

1. A1 Fidelity and CUTM will work as mutual knowledge partners for the promotion of skill development, product promotion, community projects via their areas of influence and geographical spread through various interfaces both Online and Offline.
2. Both organizations intend to work on a joint effort for spreading education, encouraging skill development, course enrolments and participation, create opportunities of employment after course completion, impart the students Japanese language and culture training to enable them clear the exam and be picked up by the Japanese partner institutions, increase placement opportunities for such students in Japan and India alike.
3. This MOU is intended to describe, among other things, the general terms and conditions of the parties’ relationship. To the extent that certain projects require more detail, the terms and conditions of such projects shall be set forth in Scope of work that shall be attached to this MOU and deemed incorporated herein.

## **II. TERMS OF COLLABORATION**

1. The scope of this MOU shall cover the following:
  - a) Knowledge sharing, business partnership and strategic alliance
  - b) Product strategy and execution in targeted markets for existing and upcoming products

2. A basic Scope of work document based on the preliminary understanding has been attached to this MoU as **Annexure I**. A definitive and detailed Scope of work including the revenue share between the parties shall be annexed to the MoU as Annexure II & III respectively at a later stage.
3. The Parties will identify a single point of contact (SPOC) from the respective side for interaction and coordination on all matters relating to the work under this MoU.
4. Any other matter not included in this MoU which is necessary for the seamless execution of the project shall be finalized among the parties on mutually agreed terms and conditions.
5. This MoU will be valid from the date of signing for a minimum period of 5 years and thereafter till the time both the Parties mutually decide to rescind it.
6. A1 Fidelity shall take up the responsibility of the Japanese Language and Culture training program along with identifying the partner institutions at Japan & India for placement of the qualified students under the Technical Intern Training Program (TITP) for which both organizations have agreed to collaborate.
7. CUTM shall take up the responsibility of ensuring sufficient enrolments for the program curriculum outlined by A1 Fidelity.
8. CUTM agrees to work exclusively with A1 Fidelity for the mutually agreed business model and in fulfilling the obligations as set out in the MoU
9. Both parties authorizes each other to represent and use its brand image for the promotion of its products under strategic alliances on public and private platforms including digital means and other educational contents which will be jointly developed by CUTM and A1 Fidelity in partnership or independently.
10. Both the parties can represent each other at public platforms and avenues of mutual business interest. In case of International alliances, CUTM agrees that A1 Fidelity will be solely representing the collaboration in Japanese Hubs of India and the geographical area of Japan as agreed upon mutually for a period of 5 years for TITP starting from signing of this agreement. Any added representation in the above mentioned area for the organisation has to be done via A1 Fidelity on mutual consensus only.
11. Both the parties can co-brand and partner into all the promotional events and activities for various corporate and social initiatives.
12. Both the parties have authorized each other to design business models, for business alliances and entrepreneurial ventures, which can further be implemented after mutual agreement and to source third parties, government bodies or strategic business partners in order to execute the project.
13. Both the parties can use the logo of each other on their website, catalog, brochures or any other marketing collateral or activities.



14. The authorization provided herewith can be entrusted upon by the concerned person/ institution/ organization to the effect of transactions and can be taken on behalf of the company.
15. Necessary support and assistance shall be provided from A1 Fidelity to CUTM to meet the necessary commitments and vice-versa.

### III. CONFIDENTIALITY

Either party understands that the other party may disclose Confidential Information as defined in this Section III in connection with the negotiation of and performance under this MOU. “Confidential Information” means (a) all information disclosed in tangible form by the Disclosing Party and marked “confidential” or “proprietary”, and (b) all information disclosed orally or otherwise in intangible form by the Disclosing Party and designated as confidential or proprietary at the time of disclosure.

The parties agrees to protect Confidential Information (whether disclosed before or after the Effective Date) from unauthorized use, dissemination or publication by using the same degree of care, but not less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential or proprietary information of a similar nature. The Receiving Party will limit the use of and access to the Disclosing Party’s Confidential Information to the Receiving Party’s employees or independent contractors who have a demonstrable need to know, which have been notified that such information is Confidential Information and who are under binding obligations of confidentiality no less restrictive than those of this MOU.

### IV. MISCELLANEOUS

1. **Entry into Force:** This MOU will enter into force upon signature by both the parties.
2. **Duration of the MOU:** This MOU is signed for an initial period of 5 years and will be auto-renewed for a similar term unless a written notification is received from either party.
3. **Termination Clause:** Each party will have a right to terminate the MOU by giving 6 months of written notice to the other party at any time. If the MOU is terminated by any party, steps will be taken to ensure that the termination does not affect any prior obligation, project or activity of the past or already in progress.

4. **Amendment** : This MOU can be modified or amended by written agreement between the parties
5. **Language**: This MOU has been drawn up in English Language and in two originals.
6. **Dispute**: In the event of any dispute, controversy or claim arising out of or relating to this MOU or the breach, termination or invalidity thereof (dispute), the parties shall use their best efforts to settle promptly such disputes through direct negotiations. Any dispute that remains unsettled for more than 90 days from the date of notification of either party shall be resolved through consultation between the CEO of A1 Fidelity and Chairman of CUTM or their duly authorized representatives. Each party shall give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this MOU.
7. **Governing Law**: This MoU shall be construed in accordance with the laws of India. The Parties irrevocably submit to the jurisdiction of the courts at New Delhi, India.

## V. INFORMATION AND COMMUNICATION

This collaboration will be coordinated through the office of the A1 Fidelity Services Private Limited based out of New Delhi.

## VI. ADDRESSES OF PARTIES

### **A1 Fidelity Services Pvt. Ltd.**

10, Central Avenue, Maharani Bagh,  
New Delhi – 110065

### **CUTM**

Address

The Parties each with the undersigned authorized representatives by their signatures execute this MoU as of the date written below.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017 (“Effective Date”).



Signed on behalf of:

**A1 Fidelity Services Pvt. Ltd.**

**Centurion University**

Dhinender Lohmor, CEO& MD  
**Authorised Signatory**

Name, Chairman  
**Authorised Signatory**

**Encl : Annexure I**

## ANNEXURE-I

### SCOPE OF WORK

#### 1. Skill Development & Technical Intern Training Program

- a) A1 Fidelity has the expertise on the Japanese desk and CUTM is the authorised sending organisation under the TITP program from the Government of India.
- b) A1 Fidelity shall facilitate the Japanese organisation requirements for curriculum development and supervise the placement of the candidates.
- c) CUTM shall utilize its existing infrastructure and academia in delivering on technical objectives of the program while A1 shall complement with the trainings on the Japanese culture and Language in addition to placements of candidates in India and Japan.
- d) Once the interns return after 5 years of completing TITP from Japan, the consortium will look into their domestic placements as well.
- e) For the purpose, CUTM authorises A1 to represent CUTM in Japan and to the Japanese Hubs in India through its authorised representative(s).
- f) This engagement would be focussed on the TITP program but can also be extended to various other platforms based on the industry requirements, the scope for which has been included here.

#### 2. Market Linkages

CUTM is also engaged in commercial services and sales of quality products produced/sourced in-house at competitive prices in the market. A1 shall help CUTM in the promotion of these products in the market through their network in various states.

#### 3. Community projects like Clean Water, Agriculture, Solar etc.

CUTM and A1 Fidelity can collaborate on setting up the basic infrastructure in rural, semi-urban or urban areas for community engagements and can enter into mutual revenue sharing projects involving equipment/manpower/other infrastructure requirements on a mutually beneficial association via directly or their strategic alliance partners.

#### 4. Financial Inclusion Programs

A1 Fidelity has an open loop pre-paid card license in association with Yes Bank Ltd, a leading bank of the country. A1 Fidelity to extend the services of these cards in campus and networks of CUTM on a mutually rewarding model such that the community moves towards digital payments.

#### 5. Healthcare

A1 Fidelity is aggressively working in the healthcare sector especially in the field of Telehealth. CUTM and A1 Fidelity can jointly design the curriculum of the



course and train students for absorption in healthcare institutions on a mutually beneficial business model including but not limited to Telehealth only.

**Umbrella Memorandum of Understanding  
Between**

**ICAR-Central Institute for Women in Agriculture, 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 **Twenty-fourth day of the month of May in the year 2021** by and between the **ICAR-Central Institute for Women in Agriculture, Bhubaneswar**..(Name of the ICAR Institute) having its Head Office **Bhubaneswar**.[hereinafter called "**ICAR-CIWA**"/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).

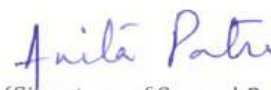
The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained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

WHEREAS the "First Party" is involved in the **Research on gender issues in agriculture and allied fields; Gender-equitable agricultural policies/ programmes and gender-sensitive agricultural-sector responses; Co-ordinate research on Women in Agriculture** (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)



(Signature of Second Party)

**REGISTRAR**  
**C.U.T.M,Paralakhemundi**  
**Dist-Gajapati-761211**



## 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.Sc (Ag), B.F.Sc., B.Tech Ag - 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 programmes 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)

  
(Signature of Second Party)

REGISTRAR  
C.U.T.M,Paralakhemundi  
Dist-Gajapati Page 2 of 5

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 11<sup>th</sup> 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 programme 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 programmes as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 11<sup>th</sup> 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 programmes 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)

  
(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 programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 11<sup>th</sup> 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)

REGISTRAR  
C.U.T.M, Paralakhemundi  
Dist-Gajapati-761211

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. ANIL KUMAR  
Director, ICAR-CIWA

Dr. ANITA PATRA  
Registrar, CUTM

Tel No. 8093126275

Tel. No. 9437424149

Date

Date: 24.05.2021

Signature with Seal

Signature with Seal

निदेशक/Director

REGISTRAR

C.U.T.M, Paralakhemundi  
Dist-Gajapati-761211

भुवनेश्वर-751003, ओडीशा  
ICAR-Central Institute for Women in Agriculture  
Bhubaneswar-751 003 (Odisha)

Witness 1

Witness 1

डॉ. लिपि दास Dr. LIPI DAS  
प्रधान वैज्ञानिक Principal Scientist  
भा.क.अनु.प.-केन्द्रीय कृषिगत महिला संस्थान  
ICAR-Central Institute for Women in Agriculture  
भुवनेश्वर-751003, ओडीशा

DEAN  
M S Swaminathan School of Agriculture  
CUTM, Paralakhemundi

Witness 2

Witness 2

प्रशासनिक अधिकारी/ Administrative Officer  
भा. क. अनु. प. - केन्द्रीय कृषिगत महिला संस्थान  
ICAR-Central Institute for Women in Agriculture  
भुवनेश्वर-751 003 (ओडिशा)/ Bhubaneswar-751 003 (Odisha)

DEAN (Administration)  
M S Swaminathan School of Agriculture  
CUTM, Paralakhemundi, Dt-Gajapati  
Odisha, Pin-761211



**Memorandum of Understanding**  
Between

Centurion University of Technology and Management, Odisha, India  
&

**ICAR-Central Institute for Women in Agriculture, Bhubaneswar**

for Women Farmers focused Technical Collaboration

**Ref: BPPRIND036 Application**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 10th day of the month of April in the year 2018 by and between the Centurion University of Technology and Management, Odisha having its headquarter at Paralakhemundi, Gajapati district, Odisha (hereinafter called "**CUTM/First party**") and on the OTHER PART, [hereinafter called "**ICAR-Central Institute for Women in Agriculture (CIWA)**"], a Training, Research & Extension Institution as the **Second Party** and (who for the purpose of this MoU are hereinafter collectively referred to as the parties).

Both the parties have discussed the fields of common interest in detail and agreed to participate in successful implementation of the Proposed BPP Project where CIWA will extend its technical expertise and women friendly technology under the able leadership of its Director and scientists as and when needed for the First Party during the coming 2 years Sept 2018-August 2020 of the project implementation.

The "First Party" is established vide **F. No...2161 dated 24.12.2010** by Govt. of Odisha vide Act No.04 of 2010 and recognized by university grants commission] CUTM is involved in **Teaching, Research, innovations and Extension work with farmers including under graduate and post graduate studies in the field Agriculture and allied Sciences** whereas the **Second Party** is involved in the **Research, Training and Extension of women led agriculture and technology transmission to the farmers' fields**.

It has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties. The Second party will recognize the First party as the main Partner whereas the **First Party will recognise the Second Party called as the Technical Partner as Other Partner for extending Technical expertise as called for at a cost, mutually agreed upon by both the parties, to the project.**

**Article 1. Scope**

1.1 Program Operational details of the project will be shared from time to time as the project progresses.  
1.3 The First party will make provision for the Second Party participation in its project trainings; research; and developing appropriate Women farmer friendly technology and its demonstration both in its main campus and in the farmers' fields on the request with due compensation to the Second Party as per ICAR norms ensuring no cost to CIWA for the BPP project.

**Article 2. Management**

2.1 The Vice-Chancellor/Head of the Institution or Project of the First party will be responsible to work out operational details of co-operation between both the two institutions 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 alternatively. This meeting shall include presentation on the project performance involving staff and scientists from both sides whenever needed.

### Article 3. Exchange of Information and General Provisions

3.1 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 other interests other than the BPP Project proposed for support from the Australian High Commission.

3.2 Both parties understand and agree that the project except the agreed cost for technical Collaboration only if any, CIWA will not claim any other cost to this project since the project makes no cost to CIWA.

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

3.4 Nothing in this MoU is intended to affect other's cooperation or collaboration between the parties.

### Article 4. Entry into effect, modification and termination

4.1. This MoU shall become effective on the date it is signed by the parties and shall be valid for two years and extendable if needed mutually. Both parties shall review the status of the MoU at the end of each year to determine any modification.

4.2. Any dispute arising between two parties will be settled mutually.

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. S. K. Srivastava  
Director,  
ICAR-Central Institute for Women in Agriculture  
Bhubaneswar  
Tel No. 8763147838  
Date :10 April 2018

Dr. ANITA PATRA  
Registrar, CUTM

Tel. No. 9437424149  
Date: 10 April 2018

*Anita Patra*

Signature with Seal

Signature with Seal

Witness 1 .....

Witness 1 .....

Witness 2 .....

Witness 2 .....





తెలంగాణ తెలంగాణ TELANGANA

AN 544145

Sl. No. 165 Date 21/03/2022 Rs. 100/-

Sold To A. Sudhakar

To Sh. A. Galoriah R/o G.P. Pally

For Whom Pro Farm Seed India Pvt Ltd G.P. Pally

B. GOPAL

LICENCED STAMP VENDOR

LIC No: 15-01-020/1996

REN No: 15-04-058/2020

H.No: 3-30, Medchal-Malkajgiri Dist.

Cell: 9346469050

## FOUNDATION SEED AGREEMENT FOR FIELD

### CORN, RICE & VEGETABLES

This Agreement is entered on 22<sup>nd</sup> day of March, 2022

#### **BETWEEN:**

M/s ProFarm Seed India Pvt. Ltd, a Company incorporated under the Companies Act 1956 and having its Registered Office at 202, II Floor, JaySree Arcade, Gundalapochampally, Secunderabad; Telangana – 501401 hereinafter for the sake of brevity referred to as 'ProFarm' which expression unless repugnant to the context or meaning thereof shall mean and include its representatives, assigns, administrators and successors in interest of the ONE PART;

AND

CONFIDENTIAL

Amila Patra 1



**Centurion University of Technology and Management**, a Multi-Sector State Private University, through an act of Odisha Legislative Assembly in August 2010 and having its Registered Office at-Village Alluri Nagar, P.O R.Sitapur, Paralakhemundi, Gajapati, Odisha hereinafter for the sake of brevity referred to as '**CLIENT**' which expression unless repugnant to the context or meaning thereof shall mean and include its representatives, assigns, administrators and successors in interest of the SECOND PART;

**M/s ProFarm Seed India Pvt. Ltd and Centurion University of Technology and Management**, are hereinafter collectively referred to as "ProFarm" and "CLIENT".

**WHEREAS:**

- A.** **ProFarm** was incorporated in the year 2006 and established its research facilities at Hyderabad with the primary objective to develop superior quality crop Germplasm;
- B.** **ProFarm** has developed through its elite Germplasm various elite hybrids in Field Corn, Rice varieties and Hybrids, Vegetables adapted to Indian climatic condition.
- C.** This Foundation Seed Agreement is restricted to Field Corn, Rice and Vegetables.
- D.** In the year 2022, the **CLIENT** desired and was in need of **Foundation Seed** developed by **ProFarm**.
- E.** After careful consideration and due deliberations, **ProFarm** agreed to supply the Foundation Seeds to **CLIENT** and accordingly Foundation Seed Agreement was entered into between the parties on March 22, 2022.



CONFIDENTIAL

Anila Patra<sup>2</sup>

**NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. VALIDITY OF AGREEMENT:**

This Agreement shall remain in full force and in effect from 22<sup>nd</sup> March, 2022 till 21<sup>st</sup> March, 2025.

**2. TERMINATION AND CONSEQUENCES OF TERMINATION**

**A. TERMINATION WITHOUT CAUSE:**

Either party may terminate this Agreement without cause by providing the other party written notice at least one hundred eighty (180) days prior to the desired termination date.

If **CLIENT** terminates this agreement, **CLIENT** will immediately pay all legal dues in full and will strictly adhere to the use of supplied Foundation Seed the way stipulated in this contract.

If **ProFarm** terminates this agreement, **CLIENT** will not receive Foundation seed of any hybrid(S).

**B. TERMINATION WITH CAUSE:**

**ProFarm** has right to terminate this contract any time with cause. The cause could be violation of any provision stipulated in this contract including consistent untimely payment, improper use of Foundation Seed, and breach of confidentiality under **Clause 16**. In case of termination under 2 B all dues from **CLIENT** shall be immediately payable, and **CLIENT** shall no longer receive any Foundation seed from **ProFarm**.



CONFIDENTIAL



## RESPONSIBILITIES OF PROFARM

3. **ProFarm** agrees to provide the **CLIENT** viable Foundation Seed in a conscientious, competent and professional manner within the realms of professional regulatory standards.
4. **ProFarm** agrees to provide the **CLIENT** after sales services as are deemed necessary based on need and mutual understanding(including handholding and on-site training of resources limited to Production of Hybrid Seed and the cost of boarding, travelling and other related expenses to this shall be borne by **CLIENT** ).
5. **ProFarm** shall have full ownership of all Foundation Seed supplied to **CLIENT**. **CLIENT** has right to use, not ownership, of the Foundation Seed provided by **ProFarm** for production and distribution of Commercial Seed to distributors, dealers or directly to farmers by **CLIENT**. Any other use of Foundation Seed by **CLIENT** such as for breeding,multiplying or development of new hybrid/variety is strictly prohibited.
6. **ProFarm** acknowledges that in and as a result of business relationship hereunder, **ProFarm** will be provided with confidential information such as acreage under seed production by **CLIENT**, location of seed production and market concentration of **CLIENT**.**ProFarm** agrees that it shall not, disseminate, disclose, or divulge in any way confidential information disclosed to **ProFarm**.



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7. **ProFarm** will submit to **CLIENT** on a seasonal basis an invoice for Foundation Seed provided as well as requested to be produced for **CLIENT** at the rate as per **Exhibit A**. Invoice will include the name or mutually agreed code of the Foundation Seed, quantity, acres to be planted and price for using the **ProFarm** Foundation Seed.
8. In the Event of sale, transfer of business or change in shareholding of **ProFarm**, **ProFarm** shall ensure that the successor honors this agreement.

#### **RESPONSIBILITIES OF CLIENT**

9. **TRADEMARK:**

"ProFarm" is Brand name of **ProFarm**. "CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT" is brand name of the **CLIENT**. Both parties agree not to use each other's Brand name without written consent and agreement.

10. That the **CLIENT** agrees to provide and notify **ProFarm** of its yearly requirement of Foundation Seed of different hybrids developed by **ProFarm** not later than April 30 of every year for both Kharif and Rabi season seed production planting for next year by the **CLIENT**. Minimum indented quantity for each hybrid each season shall be as mutually agreed by both parties from time to time.
11. **CLIENT** agrees to pay **ProFarm** for the Foundation seed as per the Proforma Invoice submitted by **ProFarm**. Twenty five percent (25%) of the Proforma Invoice value will be paid at the time of placing indent for Foundation Seed by **CLIENT** to **ProFarm** (by April 30 every year) and



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corresponding Proforma Invoice submitted by **ProFarm** to **CLIENT** and remaining seventy five percent (75%) at the time of supply of Foundation seed as per the Invoice provided along with the Foundation Seed supplied to the **CLIENT**. That payment shall be made by the **CLIENT** to **ProFarm** by **NEFT/RTGS** at the time of placing indent and/or seven (7) days prior to scheduled delivery of Foundation Seed to the **CLIENT** from **ProFarm**.

12. **CLIENT** agrees to pay Fifty Percent (50%) advance at the time of placing indent instead of Twenty Five Percent (25%) as per clause Eleven (11) of this contract, if any of their past payment was delayed beyond seven (7) days.
13. **CLIENT** agrees to pay interest at prevailing Bank rate but not less than 12% (twelve percent) per annum for any late payment of invoice from **ProFarm**.
14. **CLIENT** agrees that in case of not paying and lifting Foundation Seed produced on their indent, not only **CLIENT** will forfeit their advance payment of 25% (twenty-five percent) but will be legally liable to pay in full for all the foundation seed which they gave indent as per clauses 09 and 10 of this agreement.
15. **CLIENT** agrees that all Foundation Seed provided by **ProFarm** is owned by **ProFarm** and **CLIENT** shall have no right to ownership of the Germplasm of Foundation Seed.
16. **CLIENT** agrees not to use any **ProFarm** Foundation Seed for breeding, multiplying, inbred line development and any other research purpose.



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17. **CLIENT** agrees not to sub-contract any **ProFarm** Foundation Seed to other seed company for the purpose of production and distribution of commercial seed or for any other purpose.
18. **CLIENT** agrees to distribute seed produced from **ProFarm** Foundation seed supplied to **CLIENT**, under this contract, only in their own brand name or any other brand name as informed to **ProFarm** on timely basis.
19. **CLIENT** acknowledges that in and as a result of business relationship hereunder, **CLIENT** will be provided with confidential information such as general genetic background of Foundation seed, adaptation in different climatic condition, planting schedule for proper synchronization of female and male under seed production etc. **CLIENT** agrees that it shall not, disseminate, disclose, or divulge in any way confidential information disclosed to **CLIENT** to other seed company.
20. Any breach of Clause 16 and 17 shall constitute a material breach, which gives rise to termination of this agreement and consequent damages.

## 21. REPRESENTATIONS AND WARRANTIES

21.1 Each Party hereby represents and warrants to the other Party as follows:

- (i) It is duly organized and validly existing under the laws of India, and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement; and



CONFIDENTIAL

Anila Palta 7



(ii) The execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorized by all necessary corporate actions on the part of it. This Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms.

(iii) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder; and

(iv) That it will comply with all applicable laws and regulatory requirements in connection with the performance of its obligations under this Agreement, and will not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged.

## **22. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION**

**22.1.** If any dispute arises between the Parties hereto during the subsistence or thereafter, arising out of or in connection with, the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 days, gives a notice to this effect, to the other Party in writing.



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**22.2.**In case of such failure, only after the passing of 15 days from the receipt of the notice referred to in Clause 23.1, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Parties. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be held in Hyderabad.

**22.3.**This Agreement shall be interpreted and governed in all respects by the laws of India and the Courts of Hyderabad shall have exclusive jurisdiction to entertain and try any dispute or matter relating to or arising out of this Agreement.

## **23. NOTICES**

**23.1.**Any notice pursuant to this Agreement shall be in writing signed by or by some person duly authorized by the person giving it and may be served by leaving it or sending it by facsimile, prepaid recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause):

**If to ProFarm:**

202, 2nd Floor, JaySree Arcade,  
Gundalapochampally, Secunderabad,  
Telangana, India.

**If to Centurion University of Technology and Management:**

Village Alluri Nagar, P.O R.Sitapur,  
Paralakhemundi, Gajapati, Odisha .



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23.2. All notices given in accordance with Clause 24.1 shall be deemed to have been served as follows:

- (A) if delivered by hand, e-mail at the time of delivery;
- (B) if posted at the expiration of 5 (five) days after the envelope containing the same was delivered into the custody of the postal authorities; and
- (C) if communicated by facsimile, on receipt of confirmation of successful transmission.

## 24. MISCELLANEOUS

24.1. This Agreement shall not be construed as creating a partnership, joint venture, or employment relationship between the parties. Moreover, **ProFarm** shall perform this Agreement as an independent company. Neither **ProFarm** nor any agent/employee of **ProFarm** shall represent, act, or purport to act as, or be deemed to be, the agent, representative, employee, or servant of the **CLIENT** nor shall **CLIENT** or anyone employed by it be, represent, act, or purport to act as or be deemed to be, the agent, representative, employee, or servant of **ProFarm**.

24.2. Intending to be legally bound, each party warrants that this Agreement is executed by their respective authorized representatives. This Agreement shall be binding and enforceable upon the parties hereto and the respective successors or assigns. Counterpart and facsimile signatures and copies shall constitute originals.



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24.3. This Agreement may be amended or modified, and any of its terms or provisions hereof may be waived but only by written instrument, executed by authorized representatives of both **CLIENT** and **ProFarm**.

24.4. The failure of either party to require the performance of any provisions herein or as of the exercise of any option or right herein contained shall not be construed as a waiver or relinquishment for the failure of such covenant, right or option, but the same shall remain in full force and effect unless the contrary position is expressed in writing.

24.5. This Agreement sets forth all of the covenants, promises, agreements and conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings either oral or written, between the parties hereto other than those set forth herein.

24.6. If any of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remaining terms, covenants and conditions of this Agreement shall be valid and be enforceable to the fullest extent permitted by law or equity.

24.7. The parties hereto agree to execute any other papers and to do all other things reasonably requested by the other to give full effect to this Agreement.



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*Anita Pathe* 11

IN WITNESS WHEREOF THE PARTIES HERETO HAVE  
EXECUTED THIS AGREEMENT ON THE DATE HEREINABOVE  
FIRST MENTIONED

---

ProFarm Seed India Pvt. Ltd

  
**Ghulam Jilani Khan**  
Director

---

Centurion University of Technology and Management

  
**Anita Patra**  
Registrar

WITNESS ONE

WITNESS TWO

CONFIDENTIAL

**EXHIBIT-A**  
**PRICING OF FOUNDATION SEED**

| Sl. No | Particulars         | Rate Per<br>acre |
|--------|---------------------|------------------|
| 1.     | All Corn Hybrids    | 15,000/-         |
| 2.     | Hybrid Paddy        | 15,000/-         |
| 3.     | Black Rice          | 10,000/-         |
| 4.     | Basmati Rice        | 8,000/-          |
| 5.     | Other Varietal Rice | 6,000/-          |
| 6.     | OKRA                | 6,000/-          |



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39AA 671669

**UMBRELLA MEMORANDUM OF UNDERSTANDING**

between

**ICAR-INDIAN INSTITUTE OF WATER MANAGEMENT (IIWM)**  
Chandrasekharapur, Bhubaneswar-751023, Odisha, India

and

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT**  
(CUTM) Village: Alluri Nagar, Via: Uppalada, Paralakhemundi- 761211, Gajapati,  
Odisha  
(State Private University)

for facilitating  
**Students' Training/Postgraduate Research**

This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 9<sup>th</sup> day of the month of November in the year 2018 by and between the ICAR-INDIAN INSTITUTE OF WATER MANAGEMENT having its Head Office at Bhubaneswar [hereinafter called "ICAR-IIWM"/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 [Name of Private University] having its headquarters at Paralakhemundi, Gajapati, 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).

  
(Signature of First Party)

  
(Signature of Second Party)

Page 1 of 5





2

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. 2-8/2012-HRD dated 11th December, 2012 or as revised from time to time.

WHEREAS the "First Party" is involved in the studies on Agricultural Water Management (specific mandated domain within the approved disciplines/divisions), AND WHEREAS the "Second Party", established with reference to Odisha State Government notification no. 9609/I-Legis-21/2010 dated 27<sup>th</sup> August 2010, vide Act No.4 of 2010 of State Legislature of Odisha as a State Private University and vide F. No.8-28/2010(CPP-I/PU) dated 18.01.2011 by UNIVERSITY GRANTS COMMISSION, NEW DELHI is involved in Teaching, Research and Extension of Under Graduate and Post Graduate studies in the field of agriculture and allied Sciences (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.

### 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 PG and Ph.D. 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 programmes 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.
- 1.5 The second party will recognize the First party as an Institute for capacity building of students and farmers, which will be undertaken by 2<sup>nd</sup> party as per ICAR rules and guidelines for professional service functions (Training, consultancy, contract research and contract service, 2014) or any further guidelines from ICAR from time to time.

### 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.

  
(Signature of First Party)

  
(Signature of Second Party)



### Article 3. Exchange of Information

- 3.1. The term "information" includes scientific or technical data, results and/or methods of 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.
- 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.



(Signature of First Party)



(Signature of Second Party)





## Article 6. Admission and Fees

- 6.1 All those who wish to register as trainees or for Master/Doctoral programme 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 programmes 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 programmes 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 programmes as trainees at ICAR institutions vide Letter No. 2-8/2012-HRD dated 11<sup>th</sup> 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 up to 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.

  
(Signature of First Party)

  
(Signature of Second Party)



- 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.
- (\*) Copy of the recent guidelines i.e, F.No. 2-8/2012-HRD Dated 30.04.2014; dated 25.04.2014; and dated 11.12.2012 attached for ready reference.

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.

  
DIRECTOR  
ICAR-INDIAN INSTITUTE OF WATER  
OFMANAGEMENT (IIWM)  
Chandrasekharpur, Bhubaneswar-751023,  
Odisha, India

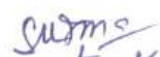
  
REGISTRAR  
CUTM, Paralakhemundi  
Dist. Gajapati- 761211  
REGISTRAR  
CENTURION UNIVERSITY  
TECHNOLOGY AND MANAGEMENT  
(CUTM) Village: Alluri Nagar, Via:  
Uppalada, Paralakhemundi – 761211  
Gajapati, Odisha  
(State Private University)


(Name and Address of the First Party)  
Name of the Director of the First Party:  
Dr. SUNIL KUMAR AMBAST

(Name and Address of the Second Party)  
Name of the Vice-Chancellor/Head of the  
Institution of the Second Party:  
Dr. ANITA PATRA, REGISTRAR

Tel no: 0674-2300060  
Date:  
Signature with Seal:

Tel no: 9437424149  
Date:  
Signature with Seal:

  
(Susanta Kumar Jena)  
Witness 1: (DR. S.K. JENA)  
Principal Scientist & IIC-PME  
ICAR-IIWM, Bhubaneswar

  
Witness 2: Ashim Kumar Maiti  
(Ashim Kumar Maiti)  
Asst. Admin. Officer  
ICAR-IIWM, Bhubaneswar

Witness 1: Prof. Laxmidhar Swain  
Director, Collaborations  
Centurion University

Witness 2: Sankar Santra  
(SANKAR SANTRA)  
CENTURION UNIVERSITY



100  
NAME : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
THROUGH : \_\_\_\_\_  
SIGNATURE : \_\_\_\_\_  
RECEIPT NO.: \_\_\_\_\_

FOR W.M.D.C. LTD.

  
AUTHORISED SIGNATORY

Western Maharashtra  
Development Corporation  
Ltd., 2nd Floor, Kubera  
Chambers,  
Shivajinagar, Pune 411005.  
D-5/STP(V)/C.R.1014/  
2360-63/04



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### Agreement for Contribution

This Agreement for contribution (Agreement) is made on 16<sup>th</sup> March 2022 ("Effective Date")

By and between

**Dassault Systemes Foundation**, a Company incorporated under Section 8 of the Companies Act, 2013, and having its Registered Office at Plot No. 15B, Pune Infotech Park, M.I.D.C. Phase-1, Hinjewadi, Taluka Mulshi, Pune MH 411 057. CIN: U72900MH2017NPL302013 | Tel: +91 (20) 6793 6600 | Fax: +91 (20) 6675 0827; represented by Mr. Sudarshan Mogasale – in his capacity as Chairman of the Board of Directors.

(Hereinafter referred to as "DS Foundation")

And

**Centurion University of Technology & Management, Odisha**, situated at Alluri Nagar, PO: R.Sitapur, Rasur, Via Uppalada, Paralekhamundi, Gajapati -761211, established in the year 2010. **Centurion University of Technology & Management, Odisha** is a State Private University by Centurion University of Technology and Management, Odisha Act, 2010 (Odisha Act 4 of 2010 and is represented by Dr. Anita Patra in her capacity as Registrar of the University.

(Hereinafter referred to as "Partner")

Hereinafter individually called as "Party" or collectively called as "Parties"



Whereas,

A) **Dassault Systemes Foundation** is dedicated to transforming the future of education and research with the learning and discovery capabilities of 3D technology and virtual universes. Dassault Systemes Foundation supports projects in India to bring about transformation in Education and Research. It is working with the objective to improve engineering skills and support innovation in Indian Academia/ Research Centres, to accelerate education transformation, to encourage scientific research, to encourage vocation for science and engineering among young people and to support education programs for Underprivileged & Specially abled citizens. Dassault Systemes Foundation will help teachers, learners and scientist to leverage the power of 3D virtual world to stretch the limits of knowledge and to invent new ways to pass on this knowledge to current and future generations of Indian thinkers, inventors, builders and leaders.

B) **PARTNER - Centurion University of Technology & Management, Odisha**, chartered in year 2010 has been enacted as a multi sector private university in 2010 in Odisha. It has 4 campuses in rural Odisha. It has another university in AP notified with AP Government.

Partner's mission is:

- Evidence-based successful interventions in skill development & skill integrated higher education across States with emphasis on social outreach catering to rural areas.
- Skill development and higher education linked to sustainable livelihood either through employment or entrepreneurship.
- Empowering lives and community with an goal to skill 1 lakh per annum by 2020

Partner has large network of rural and ground level training staff involved with skilling to manage any large scale urban and/or rural project implementation with emphasis on work integrated training.

**The Partner hereby certifies to Dassault Systemes Foundation that the Partner:**

- Is educational and cultural organisation registered as per applicable laws
- Pursues non-profit making aims,
- Is selflessly managed,
- Does not exist for the sole benefit of a circle of people.

Dassault Systemes Foundation wishes to support Partner's project "**Cost effective ICT Data Analytics system for Efficient Management of Water and Fertiliser in Precision Agriculture**" by way of donation / financial contribution, and the Parties hereto have consequently agreed to enter into this agreement.

(Hereinafter the "**Agreement**").

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

#### **PARTNER'S PROJECT**

A team of professors and students from Centurion University, wishes to implement project titled "**Cost effective ICT Data Analytics system for Efficient Management of Water and Fertilizer in Precision Agriculture**".

#### Objectives of the Project:

- To develop an affordable ICT-data analytics-based farming 4.0 framework for precision agriculture for optimizing the application of farming inputs while maximizing yield, water use efficiency (WUE) and fertilizer use efficiency (FUEL)
- To develop GPS and sensor based monitoring & communication system for efficient fertigation. The communication system will help the farmer to remotely assess the water and nutrient status in the field.

#### Scope of the Project

- ICT will be utilized for continuous monitoring of soil parameters in different parts of the agricultural farm. Energy-efficient solar powered monitoring system that is mounted on suitable vehicles (tractor/power tiller/drone) for marginal, small and medium farms will be designed.
- Identification of deficit patches in the farm where, using sensor-triggered system mounted on the same vehicle, variable-rate fertigation (irrigation water + fertilizer) can be applied.
- Crop growth models will be utilized to estimate the fertigation requirements in different parts of the field. Different scenarios of fertigation simulated to estimate the crop yield and input costs.
- Integration of monitoring system containing GPS and sensors and wireless communication for efficient fertigation. The communication system will help the farmer to remotely assess the water and nutrient status in the field.

#### Deliverables of the Project

- Development of energy-efficient monitoring system that is mounted on suitable vehicles (tractor/power tiller/drone) for small and medium farms will be designed. Using advanced image analytics and the sensor-triggered system mounted on the same vehicle, variable rate fertigation can be applied in deficient patches identified in the farm
- Development of a **Decision Support System (DSS)** for integration of sensors, image analytics-based field monitoring, autonomous vehicles and wireless communication for efficient fertigation
- Well documented technical papers for further studies, research in this domain.
- Development of curriculum equivalent to one semester and teaching content to teach this topic in the engineering / technology colleges / institutes

#### Significance of the Project

- Cost effective ICT-based fertigation system with capability to trigger the variable-rate without farmer intervention lead to overall savings in production costs (water & fertilizer) and preventing the environmental degradation without sacrificing potential yield.

- Hyperspectral image databases can be created for further collaborative research in soil property mapping, land-use and land-cover mapping, vegetation classification and leaf disease analysis

#### **Outcomes of the Project**

- The model would address the need for a cost-effective technology development so that farmers could benefit from the smart farming systems involving applications of AI, ML, IoT and ICT.
- Farmers can optimize agricultural input application without compromising on crop yield, and reduce environmental pollution.

#### **Learning Opportunity for students**

- Yield monitoring
- Acquiring and managing data
- Global positioning and geographic information systems
- Remote sensing

#### **Digital Content which will be developed**

- Sensors and it's applications in precision farming
- RGB (Red Green Blue, i.e. the primary colors in additive color synthesis), MSI (Multi Spectral Imaging), HMI (Hyper Spectral Imaging) Data Processing Techniques
- Machine Learning Algorithms for Data Analysis

#### **Planning/ Schedule:**

DS Foundation will provide Project completion timeline to Partner which will be mutually discussed and agreed.

The Partner agrees to share all the content created or developed (including but not limited to findings of the project, analysis results, digital contents, syllabus design and teaching materials) as part of this project, to Dassault Systemes Foundation and will allow Dassault Systemes Foundation to use and share it with other institutes.

Partner agrees to provide hyperspectral agricultural camera for image analytics procured for this project to Dassault Systemes Foundation and its partners when needed for its use with mutually agreeable date and duration.

(Hereinafter the "Project")



## ARTICLE 1. PURPOSE OF THE AGREEMENT

The Parties have entered into this Agreement in order to define the terms and conditions pursuant to which Dassault Systemes Foundation is supporting the Partner within the framework of the Project by providing a financial contribution.

## ARTICLE 2. FINANCIAL CONTRIBUTIONS OF THE DASSAULT SYSTEMES FOUNDATION

Dassault Systemes Foundation shall make, financial contribution of **Rs 22,00,000/-** (Rs Twenty Two Lakhs)

This financial contribution made by Dassault Systemes Foundation:

- 1) Shall be utilized by the **Partner** solely for the purpose of the **Project** and will be used as per the break-up provided in the Application Form submitted by partner/college and such relevant extracts are annexed hereto (refer Annexure A)
- 2) Shall **not** be used to purchase licenses or access rights on Dassault Systemes offerings

Partner will provide details of the items purchased or expenses made out of the financial contributions and submit corresponding receipts or bills as applicable. In cases where such receipts cannot be furnished, the Partner shall submit suitable declaration.

Partner agrees to allow Dassault Systemes Foundation to use the facilities and contents developed by partner as part of this project; for any activities foundation wishes to carry out in future.

The contribution shall be One-time payment by Dassault Systemes Foundation, which will be made within four to six weeks from effective date of the agreement

Dassault Systemes Foundation will be allowed to audit usage of the funds provided by Dassault Systemes Foundation for the stated purpose.

The contribution amount shall appear on the receipt to be issued by the Partner no later than 30 days following the receipt of funds.

The request for funds and the tax receipt shall be addressed to:

**Dassault Systemes Foundation**

Hemant Gadgil  
Plot No. 15/B, Pune Infotech Park,  
M.I.D.C. Hinjewadi, Phase 1,  
Taluka Mulshi,  
Pune 411 057, India

A copy of the request for funds shall be sent at the following email address:

[Hemant.Gadgil@lafondation3ds.in](mailto:Hemant.Gadgil@lafondation3ds.in)

## ARTICLE 3. DUTIES OF THE PARTNER AND CREDITS

The Partner agrees to:

- 1) Allocate the sums disbursed under this Agreement to the Project, and shall provide itemized expense receipts to Dassault Systemes Foundation within **90 days**.  
Dassault Systemes Foundation may audit the use of funds by the Partner from time to time in its discretion. Dassault Systemes Foundation representatives reserve the right to visit project site as and when required to monitor progress of the project.
- 2) Assign Project Manager for successful execution of the Project in a timely manner.
- 3) In the event if research scholars assigned by partner to work on this project, leave the project before completion of the scope, partner takes responsibility of assigning the research scholars in time and complete the scope of the project.
- 4) To ensure that all the infrastructure installed / used for the "**Project**" is handled with utmost care, is protected to the same extent that partner would protect its own property.
- 5) Share the know-how and learnings from the Project with other learners and related communities.
- 6) Prepare a report after the project duration is completed or at year end, whichever is earlier, and submit a certified copy to Dassault Systemes Foundation.
- 7) The partner shall ensure completion of project as per timelines mentioned in the Agreement.

The Partner agrees to send to Dassault Systemes Foundation a minimum of five photographs, relevant documents illustrating the Project. The Partner grants Dassault Systemes Foundation the right to use the photographs, to have them used directly or indirectly, to reproduce, represent, display and download them, to insert them in any communication medium related to the activities of Dassault Systemes Foundation (digital, paper, audiovisual or otherwise) or to have them inserted in a communication medium by a third party under the same conditions. These rights are granted on a worldwide basis and for the duration of protection of these photographs by copyright law.

The Partner confirms to Dassault Systemes Foundation that it obtained from all third parties (individuals or companies) all the necessary permissions to authorize the use of the aforementioned photographs by Dassault Systemes Foundation under the conditions defined above, including approval by those third parties for the use of their image on the photographs as defined above.

The Partner may include in its promotional materials and website, the mention that the Project has been made possible with the financial support of Dassault Systemes Foundation. Dassault Systemes Foundation shall provide, where necessary, logos to insert in the necessary formats. Partner shall not use Logo, trademark or any intellectual property of Dassault Systemes Foundation without express written consent of Dassault Systemes Foundation and the same shall be obtained after following due process specified by Dassault Systemes Foundation.

#### **ARTICLE 4. RIGHTS AND LICENSE TO USE**

The Partner hereby grants the Dassault Systemes Foundation, for non-profit and educational purposes, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable and sub licensable right and license to use, execute, reproduce, display, perform and distribute, in whole or in part, and create derivative works of, and authorize others to do any of the foregoing, any educational materials (including but not limited to curricula, lesson plans and teaching materials) created or developed by the Partner in connection with the Project (the "**Licensed Materials**"). Further, the Partner shall promptly and fully furnish the Licensed Materials to the Dassault Systemes Foundation upon the completion of the



Project. The Partner confirms and warrants that it has all rights necessary to provide the license granted in this subsection.

#### **ARTICLE 5. Export Control**

The Parties acknowledge and agree that all cooperation between the Parties provided in this Agreement and the attendant rights and obligations shall at all times be subject to compliance with all applicable laws, regulations and administrative requirements, including without limitation, export control laws and regulations, and sanctions programs as applicable to each Party and/or their respective services. In particular, none of the Parties shall be held liable under this Agreement in the event a Party is prohibited and/or otherwise restricted from providing or delivering any type of services in order to comply with export control laws and regulations. For DS Foundation, such service shall not include anything else other than skills shared by our 3DS personnel to our partners.

Either Party may terminate or suspend the Agreement or the performance of its obligations under the Agreement, if performance of the Agreement would cause this Party to infringe any export control laws and regulations or to be potentially exposed to any sanctions or penalties by any governmental authority as a result of continued performance.

Unless provided for in a separate agreement, the parties shall not disclose or exchange any information requiring an authorization to be exported. The restriction in the foregoing sentence shall not apply to information where the authorization is required solely for export to countries subject to trade sanctions.

#### **ARTICLE 6. SINGLE POINT OF CONTACT**

Each party shall appoint their representative as a Single Point of Contact (SPOC) for better coordination between the two parties

SPOC details:

**For: Dassault Systemes Foundation**

Name: Hemant Gadgil

Address: Dassault Systemes Foundation  
Plot No. 15/B, Pune Infotech Park, M.I.D.C, Hinjewadi Phase-I,  
Taluka Mulshi, Pune 411 057

Ph: +91 (20) 6793 6600

Email id: [Hemant.Gadgil@lafondation3ds.in](mailto:Hemant.Gadgil@lafondation3ds.in)

**For : Centurion University (PARTNER)**

Name: Dr. Sujata Chakravarty

Designation: Professor

Department: Computer Science & Engineering

Address: Centurion University, Jatni Campus



Cell Phone: 9437376421, 8917455161  
Email id: sujata.chakravarty@cutm.ac.in

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

#### **ARTICLE 7. TERM**

- 1) This Agreement shall be effective from the 'Effective Date' and shall be valid for duration of three years.
- 2) During this term or any renewal term, either party may terminate this agreement upon sixty (60) days prior written notice to the other party, if any party is in breach of any material provision of this agreement and such breach is not cured within fifteen (15) days after written notice thereof is received by the breaching party.
- 3) In the event of termination of this agreement prior to expiry of the defined term, Dassault Systemes Foundation shall have no obligation to provide further funding to the partner and partner may continue to execute the project at its own cost.

#### **ARTICLE 8. MISCELLANEOUS**

This Agreement represents the entire agreement between the Parties in relation to the subject matter set forth hereunder, and replaces and supersedes any and all prior letters, proposals, offers and agreements with respect to similar subject matter. This Agreement may solely be amended by written agreement signed by the Parties and dated later than the date of signature of this Agreement.

The failure by either Party to enforce any default hereunder shall not be deemed a waiver, release or discharge of any subsequent default.

In the event any provisions of this Agreement are declared null, void or unenforceable by application of a law, regulation or further to a final decision of any competent judicial or administrative authority, the remaining provisions hereunder shall remain in force and effect.

The contracting Parties shall not be deemed to have entered into a partnership, joint venture or similar agreement by virtue of the provisions hereunder.

Unless specifically authorized in writing by the other Party, neither Party shall be deemed to be acting in any capacity whatsoever as representative of the other Party.

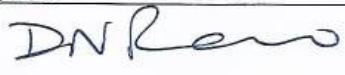
Neither party shall be liable for any non-performance of its obligations pursuant to the Agreement resulting from an event of force majeure as defined under applicable laws. If the performance of any of the obligations under this Agreement is prevented, restricted or interfered with by reason of fire or other casualty or accident, floods, strike or other violence (not due to any act, neglect or default of the party to Agreement), war or other violence, any law, or regulation of any government, governmental delay, or any act or condition whatsoever beyond the reasonable control of party to Agreement shall be called a "Force Majeure" event.

#### ARTICLE 9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by laws of the Republic of India.

In the event the Parties fail to resolve any dispute related to the subject matter set forth herein within a reasonable time, the dispute shall be referred to for Arbitration in terms of the Arbitration and Conciliation Act 1996 or any statutory modifications thereto the place of Arbitration shall be Pune. The relevant courts of the city of Pune shall have jurisdiction over any matter arising out of this Agreement.

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

|   |  |
|---|--|
| For and on behalf of<br><b>Dassault Systemes Foundation</b>   | For and on behalf of<br><b>Centurion University of Technology &amp; Management</b> |
| SUDARSHAN<br>NARAYANA<br>MOGASALE<br><small>Digitally signed by<br/>SUDARSHAN NARAYANA<br/>MOGASALE<br/>Date: 2022.03.22<br/>19:09:53 +05:30'</small> |  |
| Name: Sudarshan MOGASALE  | Name: Prof. D.N. Rao   |
| Designation: Chairman of Board of Directors<br>Dassault Systemes Foundation   | Designation: Vice President, Centurion<br>University                               |
| Date:   | Date: 16/3/2022  |

VICE-PRESIDENT  
CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT

## Annexure A

Financial contribution made by parties will be used as per the following activities/Equipment

### Funding as requested by partner to Dassault Systems Foundation

| # | Funding as requested by partner for<br>(Equipment, Activities)                     | Quantity | Indicative Price<br>In Rs |
|---|--|----------|---------------------------|
| 1 | Equipment – Multispectral/hyperspectral agricultural camera<br>for image analytics | 1        | 20,00,000/-               |
| 2 | Research scholar and appropriate manpower necessary for the<br>project activities  |          | 2,00,000/-                |
|   | <b>Total</b>   |          | <b>22,00,000/-</b>        |

### Funding to be borne by Centurion University

| # | Resource Particulars | NOs | Monthly<br>Expenses | Yearly<br>Expenses | Indicative Price in Rs |
|---|----------------------|-----|---------------------|--------------------|------------------------|
| 1 | Professor            | 01  | 95000               | 1140000            | Rs. 1140000            |
| 2 | Research Scholar     | 02  | 20000               | 480000             | Rs. 480000             |
| 3 | Agricultural Drone   | 01  | -----               | -----              | Rs. 800000             |
|   |                      |     |                     | <b>Total</b>       | <b>24,20,000/-</b>     |

#### Note:

- Actual receipts to be submitted for the utilization as per the project scope and terms of the Agreement
- Partner agrees to provide access and allow use of learning content, hardware infrastructure which will be set-up using this financial contribution to Dassault Systemes Foundation and its partners for study, learning, research purpose

  
VICE-PRESIDENT  
CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT





ଓଡ଼ିଶା କେନ୍ଦ୍ରୀୟ ବିଶ୍ୱବିଦ୍ୟାଳୟ ODISHA CENTURION UNIVERSITY FOR USE OF OKRA HYBRID VARIETY (KASHI SHRISHTI) L 336495

This Agreement is entered into on the 30<sup>th</sup> day of May, 2022 (Hereinafter referred to as the 'Agreement')

By and Between

ICAR-Indian Institute of Vegetable Research, an institute, under the Indian Council of Agricultural Research, New Delhi, registered under the Societies Registration Act and having its office at Post Office Jakhini (Shahanshapur), Varanasi, Uttar Pradesh (Hereinafter referred to as "IIVR")

and

"CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT" a university established vide F. No.161 dated 24.12.2010 by Govt. of India/ Govt. of Odisha vide No. 04 of 2010 and recognized by University Grants Commission with its registered office at "Paralakhemundi, R. Sitapur, Gajapati, Odisha-761211 (Odisha)" (hereinafter referred to as CUTM)

Hereinafter, the IIVR and CUTM shall collectively be referred to as "the Parties" and individually as "Party".

WHEREAS:

- IIVR was established in 1992 with the primary purpose of conducting research on various aspects of vegetable crops to improve their productivity, quality, and utility.
- CUTM is a university in Odisha having interests in research and commercialization which requires a certain hybrid variety developed by the IIVR.
- CUTM has approached the IIVR and the IIVR has agreed to license the OKRA HYBRID VARIETY (KASHI SHRISHTI) for further research & development and commercialization on the terms and conditions of this Agreement.

*[Signature]*  
30/5/22

निदेशक  
DIRECTOR  
भा.क.अनु.प.-भारतीय राब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो. बंग नं-1 पो.आ. जखिनी (शहशाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHAPUR)  
VARANASI-221305

*[Signature]*





The Parties hereto agree as follows:

## 1. Grant of Approval

- 1.1 CUTM requests for a license to use the OKRA HYBRID VARIETY (KASHI SHRISHTI) (Hereinafter referred to as the 'Variety') developed by the IIVR and more fully described in Appendix A for research & development, seed production, and commercialization and the IIVR agrees to grant a non-exclusive, sub-licensable license to use the Variety under the terms and conditions of this Agreement. However, a copy of the sub-license or relevant portion of the sub-license should be provided to IIVR as and when the agreements are executed by CUTM.
- 1.2 The IIVR shall furnish seeds of parental lines of OKRA HYBRID VARIETY (KASHI SHRISHTI) sufficient enough for a 100 m<sup>2</sup> area to CUTM. The use of the Variety should be strictly within the territory of India.

## 2. Conditions of use of the Variety

- 2.1 CUTM may undertake research & development by crossing the parental lines and the maintainer line of the Variety with any other Variety for the purpose of developing experimental F<sub>1</sub> hybrids ('the Hybrid'), open-pollinated variety and conducting trials to evaluate their potential for commercial use.
- 2.2 CUTM must not sell, distribute, or part within any manner the parental lines and the maintainer line of the Variety or the plants, plant parts, seeds or pollen from the parental lines and the maintainer line of the Variety to any third party without the prior written consent of the IIVR.
- 2.3 Both Parties have the right to develop new inbred Variety/Hybrid resulting from selfing or additional crossing using one or more Variety & or parental lines and the maintainer line of the Variety supplied by IIVR as a parent.
- 2.4 CUTM must disclose in writing to the IIVR, any use of the parental lines of the Variety, its maintainer line, and the hybrid/Variety in the development of other breeding varieties for use in commercial seed production.
- 2.5 CUTM shall affix in a conspicuous manner upon every seed packet of KASHI SHRISHTI a label bearing the inscription "ICAR's logo and IIVR" along with the name of the KASHI SHRISHTI in letters of size not less than half the nominal size of the largest size of letters giving either the name of the CUTM or its brand name or trademark. CUTM shall not sell KASHI SHRISHTI seed without such label being affixed thereon. Similarly, every advertisement, hoarding, technical literature, publicity, and the like material in respect of or relative to KASHI SHRISHTI issued by the CUTM shall include the same inscription as aforesaid in a prominent manner.

  
निदेशक  
DIRECTOR  
भा.क.अनु.प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
प्लॉट रिंग नं०-1 प्लॉटआठ जखिनो (शहशाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHÄHPUR  
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### 3. Intellectual Property

- 3.1 The IIVR retains all rights, interest, and title to the Variety and its parental lines and the maintainer line provided to CUTM.
- 3.2 The Parties will jointly own the Intellectual property on the OKRA variety/hybrid developed using IIVR hybrid variety (KASHI SHRISHTI) and/or parental lines including the maintainer line of this Variety, if any, developed by CUTM, having at least 1 or more or all the traits of OKRA HYBRID VARIETY (KASHI SHRISHTI) and/or its parental lines including the maintainer line with 12.5% or more of the genome contributing to these traits. The onus to prove the above is with CUTM and till such a time the IP of the derived Variety will be with both IIVR and CUTM and the Royalty clause will be applicable.
- 3.3 IIVR will initiate necessary action for registration of the OKRA HYBRID VARIETY (KASHI SHRISHTI) carrying the aforesaid traits along with its parental lines either with NBPG or PPV&FRA. CUTM will have no right to register the above hybrids and their parental and maintainer lines or patent the same within or outside the Indian Territory directly or indirectly without the prior consent of IIVR.
- 3.4 CUTM shall not authorize any third party to use the Variety and its parental and maintainer lines or any information pertaining to the Variety and its parental and maintainer lines to seek patent protection or plant variety rights or any other intellectual property protection for the genotype, or Hybrids by any act or omission.
- 3.5 In accordance with Section 28(4) of PPVFR Act 2001, CUTM shall apply to PPV&FR Authority. The clause of section 28(4) is reproduced below:  
“Where an agent or a licensee referred to in sub-section(1) becomes entitled to produce, sell, market, distribute, import or export a variety, he shall apply in the prescribed manner and with the prescribed fees to the Registrar to register his title and the Registrar shall, on receipt of application and on proof of title to his satisfaction, register him as an agent or a licensee, as the case may be, in respect of the variety for which he is entitled for such right, and shall cause particulars of such entitlement and conditions or restrictions, if any, subject to which such entitlement is made, to be entered in the register :  
Provided that when the validity of such entitlement is in dispute between the parties, the Registrar may refuse to register the entitlement and refer the matter in the prescribed manner to the Authority and withhold the registration of such entitlement until the right of the parties in dispute so referred to has been determined by the Authority.”

### 4. License Fees and Royalties

- 4.1 CUTM shall pay to the IIVR on the execution of this Agreement a sum of **Rs.1,50,000/-** (Rupees One Lakh Fifty Thousand only) as a one-time license fee plus **GST @18 %** or as applicable at the time of signing the agreement.
- 4.2 In the event of CUTM commercializing the OKRA HYBRID VARIETY (KASHI SHRISHTI) and selling the seeds, CUTM must pay **royalties @ 3%** only on the net sales of OKRA HYBRID VARIETY (KASHI SHRISHTI) to IIVR. In case OKRA HYBRID VARIETY (KASHI SHRISHTI) or its parental and maintainer lines are used in crosses with

  
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प्लॉट नं. 40-1 गाँवगाँव जमिंदारी (भारतपुर) बाराबंसी  
बाराबंसी - 221101  
फोन : 221101





inbred by CUTM in a future hybrid/variety, the royalty of 2% only on net sales should be charged on the commercialization of newly developed hybrid/variety.

4.3 In the event of CUTM licensing or selling the OKRA HYBRID VARIETY (KASHI SHRISHTI) or its parental and maintainer lines to any other individual or entity for commercialization, CUTM shall pay to the IIVR a sum of 30% of the license/sale price and 10% of the royalties received under that agreement.

4.4 All payments accruing under clauses 4.2 and/or 4.3 above shall be referred to in this Agreement as 'Royalty'.

4.5 Royalty payments shall be made on a yearly basis and accounts shall be settled before the 31<sup>st</sup> of March of the subsequent financial year.

4.6 Royalty Payments shall continue for as long as the use of the Variety and its parental and maintainer lines are permitted under the Agreement for commercialization or as otherwise mutually agreed to, in writing, irrespective the termination clause in 6.1

## 5. Warranties, Liabilities and Indemnification

5.1 The seeds provided by the IIVR under this Agreement are on an "as is" basis, as per standards specified at Appendix A, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.2 CUTM shall maintain the quality of the seeds produced and shall be solely responsible for any claims by third parties arising from the CUTM acts or omissions in the course of performing this Agreement and under no circumstances shall the IIVR be held responsible or liable for any such claims by third parties with the exception of third-party claims relating to Intellectual Property Rights infringements.

5.3 CUTM shall indemnify and save IIVR from any harm and its employees from and against all claims, demands, losses, damages, costs (including attorney fees), actions, suits or other proceedings, all in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the CUTM, its employees or agents, (whether by reason of negligence or otherwise) in the performance by or on behalf of CUTM of the provisions of this Agreement or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of this Agreement with the exception of third party claims relating to Intellectual Property Rights infringements.

## 6. Terms and Termination

6.1 This Agreement, unless terminated as provided herein, shall remain in effect for a period of five years.

6.2 CUTM may terminate this Agreement at any time on thirty (30) days written notice to the IIVR.

  
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P.B.1, P.O.-JAKHINI (SHAHANSHAHPUR)  
VARANASI-221305



- 6.3 If CUTM materially breaches any of its obligations under this Agreement, the IIVR may terminate this Agreement forthwith if CUTM fails to take corrective action of a breach within thirty (30) days of the receipt of a written notice of breach sent by the IIVR.
- 6.4 Upon expiry unless otherwise extended through agreement, in writing, or early termination, CUTM must stop all research and development on the seeds containing the Variety and its parental lines with respect to the traits of OKRA HYBRID VARIETY (KASHI SHRISHTI) and/or its parental and maintainer lines with 12.5% or more of the genome contributing to these traits provided under this Agreement and return to the IIVR the seeds containing the Variety or certify to the IIVR the destruction of the seed material containing the Variety. However, in the event of the commercial production of the Hybrid Variety (KASHI SHRISHTI), CUTM shall continue to pay the Royalties agreed under clause 4.6 of this Agreement and the use will be deemed to use of the Variety as provided in clause 4.6.
- 6.5. IIVR shall not be liable for any loss or damage whatsoever caused to CUTM due to revocation of approval for access and/ or termination of this agreement on any ground whatsoever.
- 6.6 This agreement is subject to all rules and regulations of the National Biodiversity Authority (NBA) and there should not be any breach of NBA guidelines under any circumstances. Wherever applicable, CUTM will obtain the necessary clearances and intimate the same to IIVR. IIVR shall not be responsible in any way for violation/deviation from the guidelines provided by the NBA.
- 6.7 CUTM declares through this agreement that it is not disqualified as per the provisions of Sec. 3(2) of Biodiversity Authority, 2002 for obtaining any biological resource occurring in India or knowledge associated thereto, or otherwise it shall take the approval of the National Biodiversity Authority in the manner as required under the provisions of Sec. 3 of BDA, 2002.
- 6.8 At any point of time during the tenure of this agreement, if CUTM disqualifies as per the provisions of Sec. 3(2) of Biodiversity Authority, 2002 for obtaining any biological resource occurring in India or knowledge associated thereto, this Agreement shall stand canceled automatically.

## 7. Reports and Audit

7.1 CUTM shall submit to NBA yearly reports on the following and intimate the same to IIVR:

- the number of agreements entered for the commercial exploitation of Hybrid developed with the Variety and its parental and maintainer lines.
- the amount of royalty received by CUTM as a result of such agreements.
- any products manufactured by CUTM based on the Variety and its parental and maintainer lines provided for under this Agreement or improvements made on it and made available in the market (Hereinafter referred to as the 'Products').
- the total net sale values of such Products.

  
 DIRECTOR  
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 वाराणसी - 221305  
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 VARANASI-221305





- 7.2 CUTM shall send a report to IIVR on breeding activities and commercialization of hybrids/inbred lines developed using material provided by IIVR on yearly basis within 31<sup>st</sup> March of the subsequent financial year.
- 7.3 CUTM shall keep accurate records (together with supporting documentation) required to determine the amount of Royalties due to the IIVR. Such records shall be retained for at least three (3) years following the end of the reporting period to which they relate.
- 7.4 The records mentioned in clause 7.2 should be made available during normal business hours for audit by any person authorized by the IIVR, for the sole purpose of verifying reports and payments hereunder. In conducting audits pursuant to this clause, such person shall have access to all records which he reasonably believes to be relevant to the calculation of Royalties.
- 7.5 The audit by such authorized person shall be at the expense of the IIVR, except that if such audit shows an underreporting or underpayment in excess of five percent (5%) for any twelve (12) month period, then CUTM shall pay the cost of such examination, as well as any additional sum that would have been payable to the IIVR, had CUTM reported correctly, plus interest on said sum at the rate of twelve percent (12%) per month from the date of the incorrect report.

## 8. Notice

- 8.1 Wherever in this Agreement, it is required or permitted that a communication, notice or demand be given or served by either Party to or on the other Party, such communication, notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by Registered mail acknowledgment due, e-mail, telegram, telex or facsimile as follows:

The addresses for communication are:

- (A) To the IIVR: The Director, ICAR-Indian Institute of Vegetable Research  
Post Box 01, Post Office Jakhni (Shahanshapur), Varanasi, Uttar  
Pradesh 221 305

E-mail: director.icar.gov.in, directoriivr@gmail.com

Fax : 05443- 229007


- (B) To the CUTM: The Registrar, MS Swaminathan School of Agriculture, Centurion  
University of Technology and Management, Madanapalli, Gollapalli,  
R. Sitapur, ODISHA-761211

E-mail : registrar@cutm.ac.in, anilkumar.j@cutm.ac.in

Mobile No.: +91- 7077580377/ 7680812999

8.2 Notice will be deemed to have been delivered:

- (a) if delivered by hand, upon receipt.
- (b) if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays.

  
निदेशक  
DIRECTOR  
भा.कृ.अनु.प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो. बॉक्स नं०-१ पो. ०३१० जखनी (शहशाहपुर), वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHAPUR)  
VARANASI-221305





- (c) if sent by certified mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

8.3 The Parties may change their respective addresses for delivery by delivering notice of change as provided in this clause.

## 9. Confidentiality

9.1 Each Party agrees to treat as confidential any and all Confidential Information marked as "CONFIDENTIAL" and to that end further agrees that information disclosed pursuant to this Agreement relating to the Variety, including efforts to commercialize, shall be deemed Confidential Information.

9.2 Notwithstanding clause 9.1, Confidential Information may be disclosed to the extent required by any law or regulation or order of any governmental/administrative/judicial authority having jurisdiction over any of the Parties, with appropriate efforts made to maintain confidentiality.

## 10. Dispute Resolution

10.1 If any controversy, question, dispute, or difference (hereinafter referred to as a 'Dispute') between the Parties hereto arises under this Agreement, any Party may give the other Party a written notice of Dispute adequately identifying and providing details of the Dispute. On receipt of such notice by the other Party, the Parties shall try to settle the dispute amicably between them through mediation and reconciliation in good faith within 30 days of the receipt of the notice of Dispute by the other Party, taking The Director, IIVR into confidence.

10.2 If the Dispute is not resolved by such good faith negotiations within the period mentioned, the Parties agree to settle the Dispute through arbitration conducted by the sole arbitrator appointed by the Director-General, ICAR. The arbitration shall be governed by the ICAR guidelines (1.5.23). The place of arbitration shall be Varanasi, India. The language to be used in the arbitration proceedings shall be English or as mutually agreed between the Parties.

10.3 The Parties hereto agree that the award and determination of the arbitrator shall be final and binding on both parties hereto.

## 11. Governing Law and Jurisdiction

This Agreement is governed by and must be construed in accordance with the laws of India without reference to its conflict of law's provisions. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in Varanasi, India.

  
निदेशक  
DIRECTOR  
भा.कृ.अनु.पं.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो.बैंग नं०-१ पो.अमो जखिनी (राहशाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHAHPUR  
VARANASI-221305



## Miscellaneous Covenants

### 12.1 Assignment

12.1.1 Without the prior written consent of the IIVR in each instance, neither this Agreement nor the License granted hereunder shall be transferred or assigned in whole or in part by CUTM to any person whether voluntarily or involuntarily, by operation of act or omission on the part of CUTM or otherwise.

12.1.2 This Agreement is strictly personal to CUTM and will be treated as terminated in the event of any substantial changes in the management or shareholding of CUTM that alters the control structure of CUTM and includes changes brought by a transfer of business units, merger, demerger, or any other kind of corporate restructuring. In any event, Royalties shall continue to be paid in accordance with this Agreement to any entity or individual to whom the benefit of this Agreement accrues.

### 12.2 Waiver

The Waiver by IIVR, of any breach of any terms of this Agreement made by CUTM, shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any other right or subsequent breach.

### 12.3 Severability

If any part of this Agreement is declared or held invalid by a court for any reason, the invalidity of that part will not affect the validity of the remainder which will continue in full force and effect and be construed as if the Agreement had been executed without the invalid portion.

### 12.4 Modifications


Amendment or modification to this Agreement shall be valid or binding upon the Parties, unless agreed upon by both Parties, made in writing, and signed on behalf of each of the Parties by their duly and legally authorized signatories.

### 12.5 Independent Parties

CUTM hereby agrees that this Agreement shall not in any way constitute or be presumed to constitute a partnership, joint venture, or joint enterprise in any way or for any purpose between the Parties hereto or make them in any way liable as partners of or as agents for one another. No Party has the authority to act for or to assume any obligation or responsibility on behalf of the other Party.

### 12.6 Entire Agreement

The Parties acknowledge that there are no representations either oral or written, as regards the subject matter of this Agreement, other than those expressly set out in this Agreement. All previous negotiations, understandings, representations, warranties, memoranda, or commitments concerning the subject matter of this Agreement are merged in and superseded by this Agreement and are of no effect. This Agreement constitutes the entire understanding between the Parties as to the subject matter of this Agreement. This Agreement sets forth all

  
निदेशक  
DIRECTOR  
भा.कृ.उ.प.-भारती, सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो.बैग नं०-१ पो.३३० जखिनी (शहाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHÄHPUR  
VARANASI-221305







representations forming part of or in any way affecting or relating to the subject matter of this Agreement.

## 12.7 Representations

Either Party represents to each other Party that it has the legal right and power to enter into this Agreement and to perform its obligations under the terms of this Agreement and the execution, delivery, and performance of this Agreement by it has been duly and validly authorized by all necessary corporate action or Government action on its part.

The document attached hereto as Appendix A forms an integral part of this Agreement as fully as if it were set forth herein *in extenso*.

This Agreement has been executed in duplicate. The original is to lie with the Institute and the duplicate with CUTM, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** this Agreement has been executed by duly authorized representatives of the Parties on the day and the year first mentioned

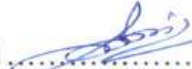
For and on behalf of  
ICAR- Indian Institute of Vegetable Research


Dr. T.K. Behera  
Director

ICAR-IIVR, Varanasi-221305

निदेशक  
DIRECTOR  
भा.क.अनु.प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो.बैंग नं०-1 पो.आद जखिनी (शहसाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHAPUR)  
VARANASI-221305

Witness

1.  30/5/2022  
Name: Dr. P. M. Singh  
Address: ICAR-IIVR, Varanasi

2.   
Name: Dr. S. K. TIWARI  
Address: ICAR-IIVR  
Varanasi


For and on behalf of  
Centurion University of Technology and  
Management

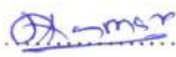
Dr. Anita Patra  
Registrar

MS Swaminathan School of Agriculture  
Centurion University of Technology and  
Management, R. Sitapur, ODISHA-761211

  
REGISTRAR

Witness

1.   
Name: Dr. S. P. Danda  
Address: Dean (Admin)  
Centurion University  
Phuldehundi, Gajapati, Odisha.


2.   
Name: J. ANIL KUMAR  
Address: ASSOCIATE DEAN  
MSSOA,  
CENTURION UNIVERSITY  
PARAGKHEMUNDI  
GAJAPATI, ODISHA



**Appendix A: Details of the seeds and Variety**  
(Details shall include, name, Quantity, genotype and special characters claimed)

| Crop | Name of the hybrid variety | Salient features of the Variety  |
|------|----------------------------|--|
| OKRA | KASHI SHRISHTI             | Medium tall okra hybrid with short internodes and narrow angled branches. Tolerant to YVMV. Fruits are dark green. Suitable for both summer and <i>Kharif</i> season.<br>Recommended for cultivation in Uttar Pradesh & notified vide gazette notification number S.O. 692(E), dated 05.02.2019. |

|    |                                      | Kashi Shrishti                     | Female parent                  | Male Parent                    |
|----|--------------------------------------|------------------------------------|--------------------------------|--------------------------------|
| 1  | Plant growth habit                   | Medium tall with short internodes  | Medium tall                    | Medium tall                    |
| 2  | Plant height (cm)                    | 125-135                            | 140-160                        | 120-130                        |
| 3  | Number of primary branches per plant | 1-2 in narrow angle with main stem | 1-2                            | 1-2                            |
| 4  | leaf blade lobing                    | Medium                             | Medium                         | Medium                         |
| 5  | Days to 50% flowering                | 55-60                              | 60-65                          | 55-60                          |
| 6  | First flowering                      | 42-44 days                         | 42-44                          | 42-44                          |
| 7  | Corolla colour                       | Creamish white                     | Creamish white                 | Creamish white                 |
| 8  | Petal base colour                    | Both side red (BSR)                | Both side red (BSR)            | Both side red (BSR)            |
| 9  | Calyx colour                         | Green                              | Green                          | Green                          |
| 10 | Fruit length (cm)                    | 12-15                              | 9-12                           | 9-10                           |
| 11 | Fruit breadth (cm)                   | 1.4-1.5                            | 1.4-1.5                        | 1.4-1.55                       |
| 12 | Fruit curvature                      | 5 ridges                           | 5 ridges                       | 5 ridges                       |
| 13 | Fruit size                           | Medium                             | Medium                         | Medium                         |
| 14 | Fruit colour                         | Dark green                         | Dark green                     | Dark green                     |
| 16 | Fruiting period                      | 45-105 days                        | 50-100                         | 50-100                         |
| 17 | Number of fruits per Plant           | 23-26                              | 19-20                          | 22-25                          |
| 18 | Fruit yield per plant (kg)           | 0.35-0.40                          | 0.28-0.30                      | 0.30-0.37                      |
| 19 | Fruit weight (g)                     | 14-15                              | 13-15                          | 14-15                          |
| 20 | Days to 50% harvest                  | 65-70                              | 70-75                          | 60-65                          |
| 21 | Maturity (seed to seed)              | 90-100                             | 95-100                         | 90-100                         |
| 22 | Yield (q/ha)                         | 180-190                            | 150-155                        | 155-160                        |
| 23 | Reaction to major Diseases           | Resistant to YVMV                  | Resistant to YVMV              | Tolerant to YVMV               |
| 24 | Reaction to major insect-pests       | Less susceptible to major pest     | Less susceptible to major pest | Moderately tolerant major pest |

  
 निदेशक  
 DIRECTOR  
 भा.क.अनु.प.-भारतीय सब्जी अणुसंधान संस्थान  
 ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
 प्लॉट नं०-1 मोडगाँव जखिखरी (शहजहापुर) बारागंजी  
 बारागंजी - 221305  
 P.B.1, P.O. SHAHJAHANPUR (SHAHJAHANPUR)  
 U.P. PIN-221305





हर कदम, हर डगर  
किसानों का हमसफर  
भारतीय कृषि अनुसंधान परिषद

*Agrisearch with a human touch*



भारतीय सब्जी अनुसंधान संस्थान  
पो. बा. न. 01, पो. आ. जखिनी,  
शाहशाहपुर, वाराणसी - 221 305 उ.प्र.

Indian Institute of Vegetable Research  
Post Bag No. 01, Post Office Jakhini,  
Shahanshahpur, Varanasi-221 305, U. P.

डा. पी.एम. सिंह  
प्रधान वैज्ञानिक  
Dr. P.M. Singh  
Principal Scientist &  
PI, BPD/ABI unit

No: IIVR/BPD-ABI/2022-23/72/A  
Date: 02/06/2022

**SPEED POST**

To,

The Associate Dean,  
MS Swaminathan School of Agriculture,  
Centurion University of Technology and Management,  
Madanapalli, Gollapalli,  
R. Sitapur, Odisha-761211

Sub: Copy of Licence Agreement, Seed and Receipt for the payment.


Dear Sir,

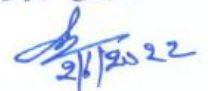
Please find enclosed herewith a copy of the licence agreement signed between M/s Centurion University of Technology and Management, Odisha & ICAR-Indian Institute of Vegetable Research, Varanasi for commercial seed production of Okra variety Kashi Pragati and Okra hyb. Kashi Shrishti developed by IIVR. The basic seeds of the variety in accordance with MoU and receipt No. BPDU/141 dated 31/05/2022 for Rs. 2,36,000/- (Rupees Two Lakh Thirty Six Thousand only) are also being sent herewith for your reference and records.

I take this opportunity to thank for your endeavours for adopting the improved technologies for better availability to vegetable growers.

With regards,

Yours Sincerely,

  
(P.M. SINGH)

⊗ The seeds of K. Shrishti are being harvested and will be sent at the earliest possible after germination test etc.  
  
2/6/2022



INDIAN INSTITUTE OF VEGETABLE RESEARCH  
VARANASI



BUSINESS PLANNING AND DEVELOPMENT UNIT  
RECEIPT

PDU/ 141

Date 31/5/2022

Received with thanks from Dr./Mr./Ms/M/s. Centurion Univ. of Tech. & Management, Odisha.

sum of Rupees Two Lakh Thirty Six Thousand Only by Cash / Cheque

Demand Draft / NIFT No. ✓ RMBN 22144873204 Dated 26/5/2022 on account

of ① Licence fee (Rs. 1,50,000/-) + GST (Rs. 27,000/-) for Okra variety (K. Shristhi),  
② Licence fee (Rs. 50,000/-) + GST (Rs. 9,000/-) for Okra variety (K. Pragati).

₹ 2,36,000/-

Signature  
31/5/2022





ଓଡ଼ିଶା ଅନୁସନ୍ଧାନ ପତ୍ର  
ODISHA DOCUMENT FOR USE OF OKRA VARIETY (KASHI PRAGATI) 536496

This Agreement is entered into on the 30<sup>th</sup> day of May, 2022 (Hereinafter referred to as the 'Agreement')

By and Between

ICAR-Indian Institute of Vegetable Research, an institute, Under the Indian Council of Agricultural Research, New Delhi, registered under the Societies Registration Act and having its office at Post Office Jakhini (Shahanshapur), Varanasi, Uttar Pradesh (Hereinafter referred to as "IIVR")

And

"CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT" a university established vide F. No.161 dated 24.12.2010 by Govt. of India/ Govt. of Odisha vide No. 04 of 2010 and recognized by University Grants Commission with its registered office at "Paralakhemundi, R. Sitapur, Gajapati, Odisha-761211 (Odisha)" (Hereinafter referred to as CUTM)

Hereinafter, the IIVR and CUTM shall collectively be referred to as "the Parties" and individually as "Party".

WHEREAS:

- IIVR was established in 1992 with the primary purpose of conducting research on various aspects of vegetable crops to improve their productivity, quality, and utility.
- CUTM is a university in Odisha having interests in research and commercialization which requires a certain breeding variety developed by the IIVR.
- CUTM has approached the IIVR and the IIVR has agreed to license the Okra variety (KASHI PRAGATI) for further research & development and commercialization on the terms and conditions of this Agreement.

*[Signature]*  
30/5/2022

DIRECTOR  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
Post Bag No-1, Post Office Jakhini (Shahanshapur) Varanasi

*[Signature]*



VARANASI-221300



**The Parties hereto agree as follows:**

**1. Grant of Approval**

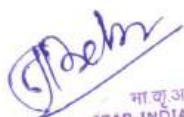
- 1.1 CUTM requests for a license to use the Okra variety (KASHI PRAGATI) (Hereinafter referred to as the 'Variety') developed by the IIVR and more fully described in Appendix A for research & development and commercialization and the IIVR agrees to grant a non-exclusive, sub-licensable license to use the Variety under the terms and conditions of this Agreement. However, a copy of the sub-license or relevant portion of the sub-license should be provided to IIVR as and when the agreements are executed by CUTM.
- 1.2 The IIVR shall furnish seeds of Okra variety (KASHI PRAGATI) sufficient for 100 m<sup>2</sup> area to CUTM. The use of the Variety should be strictly within the territory of India.

**2. Conditions of use of the Variety**

- 2.1 CUTM may undertake research & development by crossing the Variety with any other Variety for the purpose of developing experimental F<sub>1</sub> hybrids ('the Hybrid') and conducting trials to evaluate their potential for commercial use.
- 2.2 CUTM must not sell, distribute, or part within any manner the Variety or the plants, plant parts, seeds, or pollen from the Variety to any third party without the prior written consent of the IIVR.
- 2.3 Both Parties have the right to develop new inbred Variety resulting from selfing or additional crossing using one or more Variety & or Hybrids supplied by IIVR as a parent.
- 2.4 CUTM must disclose in writing to the IIVR, any use of the Variety in the development of other breeding Varieties for use in commercial hybrid seed production.
- 2.5 CUTM shall affix in a conspicuous manner upon every seed packet of KASHI PRAGATI a label bearing the inscription "ICAR's logo and IIVR" along with the name of the KASHI PRAGATI in letters of size not less than half the nominal size of the largest size of letters giving either the name of the CUTM or its brand name or trademark. CUTM shall not sell KASHI PRAGATI seed without such label being affixed thereon. Similarly, every advertisement, hoarding, technical literature, publicity, and the like material in respect of or relative to KASHI PRAGATI issued by the CUTM shall include the same inscription as aforesaid in a prominent manner.

**3. Intellectual Property**

- 3.1 The IIVR retains all rights, interest, and title to the Variety provided to CUTM.
- 3.2 The Parties will jointly own the Intellectual property on the Okra variety/hybrid developed using IIVR Variety (KASHI PRAGATI). IIVR will own the IP on the Hybrids/Variety, if any developed by CUTM, having at least 1 or more traits or all developed using Okra variety (KASHI PRAGATI) with respect to the above traits or 12.5% of the genome contributing to these traits. The onus to prove the above is with CUTM and till such a time the IP of the derived Variety will be with both IIVR and CUTM and the Royalty clause will be applicable



DIRECTOR  
मा. व. अनु. प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पौ. वि. नं. 1 पौ. वि. जलिया (राहशाहपुर) वाराणसी  
221005  
VARANASI-221005





33 IIVR will initiate necessary action for registration of the Okra variety (KASHI PRAGATI) carrying the aforesaid traits either with NBPGR or PPV & FRA. CUTM will have no right to register the above variety or patent the same within or outside the Indian Territory directly or indirectly without prior consent of IIVR.

34 CUTM shall not authorize any third party to use the Variety or any information pertaining to the Variety to seek patent protection or plant variety rights or any other intellectual property protection for the genotype, or Hybrids by any act or omission.

35 In accordance with Section 28(4) of PPVFR Act 2001, CUTM shall apply to PPV&FR Authority. The clause of section 28(4) is reproduced below:

“Where an agent or a licensee referred to in sub-section(1) becomes entitled to produce, sell, market, distribute, import or export a variety, he shall apply in the prescribed manner and with the prescribed fees to the Registrar to register his title and the Registrar shall, on receipt of application and on proof of title to his satisfaction, register him as an agent or a licensee, as the case may be, in respect of the variety for which he is entitled to such right, and shall cause particulars of such entitlement and conditions or restrictions, if any, subject to which such entitlement is made, to be entered in the register :

Provided that when the validity of such entitlement is in dispute between the parties, the Registrar may refuse to register the entitlement and refer the matter in the prescribed manner to the Authority and withhold the registration of such entitlement until the right of the parties in dispute so-referred to has been determined by the Authority.”

#### 4. License Fees and Royalties

41 CUTM shall pay to the IIVR on the execution of this Agreement a sum of **Rs. 50,000/-** (Rupees Fifty Thousand only) as a one-time license fee plus **GST @18.00 %** or as applicable at the time of signing the agreement.


42 In the event of CUTM commercializing the Okra variety (KASHI PRAGATI) and selling the seeds, CUTM must pay **royalties of 3%** only on the net sales of the Okra variety (KASHI PRAGATI). In case the Okra variety (KASHI PRAGATI) is used in crosses with CUTM inbred in a future hybrid/variety, the royalty of 2% only on net sales should be charged on the commercialization of newly developed hybrid/variety.

43 In the event of CUTM licensing or selling the Okra variety (KASHI PRAGATI) to any other individual or entity for commercialization, CUTM shall pay to the IIVR a royalty of 10% of the license/sale price and 10% of the royalties received under that agreement.

44 All payments accruing under clauses 4.2 and/or 4.3 above shall be referred to in this Agreement as '**Royalty**'.

45 Royalty payments shall be made on a yearly basis and accounts shall be settled before the 31<sup>st</sup> of March of the subsequent financial year.

46 Royalty Payments shall continue for as long as the use of the Variety is permitted under the Agreement for commercialization or as otherwise mutually agreed to, in writing, irrespective of the termination clause in 6.1

  
DIRECTOR  
भा.व. अनु. पं.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो 0 बैंग नं-01 पो 0आ 0 जखिनी (राहशाहपुर) बाराणसी  
बाराणसी - 221001  
फ़ोन : 0522-221001  
फ़ैक्स : 0522-221002





## 5. Warranties, Liabilities, and Indemnification

- 5.1 The seeds provided by the IIVR under this Agreement are on an "as is" basis, as per standards specified in Annexure A, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 5.2 CUTM shall maintain the quality of the seeds produced and shall be solely responsible for any claims by third parties arising from the CUTM acts or omissions in the course of performing this Agreement and under no circumstances shall the IIVR be held responsible or liable for any such claims by third parties with the exception of third-party claims relating to Intellectual Property Rights infringements.
- 5.3 CUTM shall indemnify and save IIVR from any harm and its employees from and against all claims, demands, losses, damages, costs (including attorney fees), actions, suits or other proceedings, all in any manner based upon, arising out of, related to, occasioned by or attributable to, any acts or conduct of the CUTM, its employees or agents, (whether by reason of negligence or otherwise) in the performance by or on behalf of CUTM of the provisions of this Agreement or any activity undertaken or purported to be undertaken under the authority or pursuant to the terms of this Agreement with the exception of third party claims relating to Intellectual Property Rights infringements.

## 6. Terms and Termination

- 6.1 This Agreement, unless terminated as provided herein, shall remain in effect for a period of five years.
- 6.2 CUTM may terminate this Agreement at any time on thirty (30) days written notice to the IIVR.
- 6.3 If CUTM materially breaches any of its obligations under this Agreement, the IIVR may terminate this Agreement forthwith if CUTM fails to take corrective action of a breach within thirty (30) days of the receipt of a written notice of breach sent by the IIVR.
- 6.4 Upon expiry unless otherwise extended through agreement, in writing, or early termination, CUTM must stop all research and development on the seeds containing the Variety provided under this Agreement and return to the IIVR the seeds containing the Variety or certify to the IIVR the destruction of the seed material containing the Variety. However, in the event of the commercial production of the Variety (KASHI PRAGATI), CUTM shall continue to pay the Royalties agreed under clause 4.6 of this Agreement, and the use will be deemed to use of the Variety as provided in clause 4.6.
- 6.5 IIVR shall not be liable for any loss or damage whatsoever caused to CUTM due to revocation of approval for access and/ or termination of this agreement on any ground whatsoever.
- 6.6 This agreement is subject to all rules and regulations of the National Biodiversity Authority (NBA) and there should not be any breach of NBA guidelines under any circumstances. Wherever applicable, CUTM will obtain the necessary clearances and intimate the same to

  
DIRECTOR  
भा.कृ.अनु.प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
प्लॉट बेंग नं०-१ प्लॉट ३१० जयपुरी (राजमहल) रायचूरगी  
R.B.T., P.O. JAYAPURI, RAIPUR  
769002-1202



IIVR. IIVR shall not be responsible in any way for violation/deviation from the guidelines provided by the NBA.

- 67 CUTM declares through this agreement that it is not disqualified as per the provisions of Sec. 3(2) of Biodiversity Authority, 2002 for obtaining any biological resource occurring in India or knowledge associated thereto or otherwise it shall take the approval of National Biodiversity Authority in the manner as required under the provisions of Sec. 3 of BDA, 2002.
- 68 At any point of time during the tenure of this agreement, if CUTM disqualifies as per the provisions of Sec. 3(2) of Biodiversity Authority, 2002 for obtaining any biological resource occurring in India or knowledge associated thereto, this Agreement shall stand canceled automatically.

## 7. Reports and Audit

7.1 CUTM shall submit to National Biodiversity Authority (NBA) yearly reports on the following and intimate the same to IIVR:

- (a) the number of agreements entered into for the commercial exploitation of Hybrid developed with the Variety.
- (b) the amount of royalty received by CUTM as a result of such agreements.
- (c) any products manufactured by CUTM, based on the Variety provided for under this Agreement or improvements made on it and made available in the market (Hereinafter referred to as the '**Products**').
- (d) the total net sale values of such Products.

- 72 CUTM shall send a report to IIVR on breeding activities and commercialization of hybrids/inbred lines developed using IIVR material on yearly basis within 31<sup>st</sup> March of the subsequent financial year.
- 73 CUTM shall keep accurate records (together with supporting documentation) required to determine the amount of Royalties due to the IIVR. Such records shall be retained for at least three (3) years following the end of the reporting period to which they relate.
- 74 The records mentioned in clause 7.2 should be made available during normal business hours for audit by any person authorized by the IIVR, for the sole purpose of verifying reports and payments hereunder. In conducting audits pursuant to this clause, such person shall have access to all records which he reasonably believes to be relevant to the calculation of Royalties.
- 75 The audit by such authorized person shall be at the expense of the IIVR, except that if such audit shows an underreporting or underpayment in excess of five percent (5%) for any twelve (12) month period, then CUTM shall pay the cost of such examination as well as any additional sum that would have been payable to the IIVR had CUTM reported correctly, plus interest on said sum at the rate of twelve per cent (12%) per month from the date of the incorrect report.

  
निदेशक  
DIRECTOR  
भा.क.अनु.प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो 0 बेंग नं-1 पो 0 आ 0 जखिनी (शहसाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHAPUR)  
VARANASI-221305





## 8. Notice

- 8.1 Wherever in this Agreement, it is required or permitted that a communication, notice, or demand be given or served by either Party to or on the other Party, such communication, notice, or demand will be in writing and will be validly given or sufficiently communicated if forwarded by Registered mail acknowledgment due, e-mail, telegram, telex or facsimile as follows:

The addresses for communication are:

- (A) To the IIVR: The Director, ICAR-Indian Institute of Vegetable Research,  
Post Box 01, Post Office Jakhini (Shahanshapur), Varanasi, Uttar  
Pradesh 221 305

E-mail: director.icar.gov.in, directoriivr@gmail.com

Fax : 05443- 229007

- (B) To CUTM: The Registrar, MS Swaminathan School of Agriculture, Centurion University  
of Technology and Management, Madanapalli, Gollapalli, R. Sitapur,  
ODISHA-761211

E-mail : registrar@cutm.ac.in, anilkumar.j@cutm.ac.in

Mobile No.: +91- 7077580377/ 7680812999

Website: [www.cutm.ac.in](http://www.cutm.ac.in)

- 8.2 Notice will be deemed to have been delivered:

- (a) if delivered by hand, upon receipt.
- (b) if sent by electronic transmission, 48 hours after the time of transmission, excluding from the calculation weekends and public holidays.
- (c) if sent by certified mail, four (4) days after the mailing thereof, provided that if there is a postal strike or other disruption such notice will be delivered by hand or electronic transmission.

- 8.3 The Parties may change their respective addresses for delivery by delivering notice of change as provided in this clause.

## 9. Confidentiality

- 9.1 Each Party agrees to treat as confidential any and all Confidential Information marked as "CONFIDENTIAL" and to that end further agrees that information disclosed pursuant to this Agreement relating to the Variety, including efforts to commercialize, shall be deemed Confidential Information.

निदेशक  
DIRECTOR  
भा.कृ.अनु.प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो.बैंग नं०-१ पो.आ.प. जकिनी (शहानशपुर) वाराणसी

VARANASI-221305



- 92 . Confidential Information may be disclosed to the extent required by any law or regulation or order of any governmental/administrative/judicial authority having jurisdiction over any of the Parties, with appropriate efforts made to maintain confidentiality.

## 10. Dispute Resolution

- 10.1 If any controversy, question, dispute, or difference (hereinafter referred to as a 'Dispute') between the Parties hereto arises under this Agreement, any Party may give the other Party a written notice of Dispute adequately identifying and providing details of the Dispute. On receipt of such notice by the other Party, the Parties shall try to settle the dispute amicably between them through mediation and reconciliation in good faith within 30 days of the receipt of the notice of Dispute by the other Party, taking Director IIVR into confidence.
- 10.2 If the Dispute is not resolved by such good faith negotiations within the period mentioned, the Parties agree to settle the Dispute through arbitration conducted by the sole arbitrator appointed by the Director-General, ICAR. The arbitration shall be governed by the ICAR guidelines (1.5.23). The place of arbitration shall be Varanasi, India. The language to be used in the arbitration proceedings shall be English or as mutually agreed between the Parties.
- 10.3 The Parties hereto agree that the award and determination of the arbitrator shall be final and binding on both parties hereto.

## 11. Governing Law and Jurisdiction

This Agreement is governed by and must be construed in accordance with the laws of India without reference to its conflict of law's provisions. The Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts in Varanasi, India.

## Miscellaneous Covenants

### 12.1 Assignment

- 12.1.1 Without the prior written consent of the IIVR in each instance, neither this Agreement nor the License granted hereunder shall be transferred or assigned in whole or in part by CUTM to any person whether voluntarily or involuntarily, by operation of act or omission on the part of CUTM or otherwise.
- 12.1.2 This Agreement is strictly personal to CUTM and will be treated as terminated in the event of any substantial changes in the management or shareholding of CUTM, that alter the control structure of CUTM and includes changes brought by a transfer of business units, merger, demerger or any other kind of corporate restructuring. In any event, Royalties shall continue to be paid in accordance with this Agreement to any entity or individual to whom the benefit of this Agreement accrues.

  
निदेशक  
DIRECTOR  
भारत-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
प्लॉट नं०-१ पॉखी जखिनी (शहशाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHAHPUR  
VARANASI-221305





### Annexure A: Details of the seeds and Variety

(Details shall include, name, Quantity, genotype, and special characters claimed)

| Crop Variety | Quantity | Name of the Variety | Salient features of the Variety   |
|--------------|----------|---------------------|---|
| Okra         | 0.25 kg  | Kashi Pragati       | Plants are tall (130-175 cm during rainy season and 70-130 cm during summer season), with 1-2 branches. First flower appears 36-38 days after sowing. single plant bears 23-25 fruits of 8-10 cm length at marketable stage. Yield 180-190 q/ha in rainy and 130-140 q/ha in summer season. Notified by CVRC as a variety for Rajasthan, Gujarat, Haryana, Uttar Pradesh, Bihar, Punjab, Jharkhand & notified vide gazette notification number S.O. 597(E), 25.04.2006. |



निदेशक  
DIRECTOR  
भा.क.अनु.प.-भारतीय सब्जी अनुसंधान संस्थान  
ICAR-INDIAN INSTITUTE OF VEGETABLE RESEARCH  
पो० बॉक्स नं०-1 पो०आ० जमिखनी (सहसाहपुर) वाराणसी  
वाराणसी - 221305  
P.B.1, P.O.-JAKHINI (SHAHANSHAHPUR  
VARANASI-221305





## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (**MOU**) is made at Hyderabad on this 19<sup>th</sup> day of May 2022.

### **BY AND BETWEEN**

**Centurion University of Technology and Management (CUTM)**, Odisha (hereinafter referred to as "**University**" which expression shall include unless repugnant to the context or meaning thereof deemed to include its successor in interest and assigns) of the **FIRST PART**.

### **AND**

**Trishakti Homes Consultancy Pvt. Ltd.**, a company incorporated under the laws of India and having its registered office at H. No. 3-11-494, Plot No. 30&20, 3<sup>rd</sup> Floor, Opp. Reliance Petrol Pump, LB Nagar, Hyderabad, represented by its Chairman & Managing Director V. Srinivas Singh, (hereinafter referred to as "**Cultivator**" which expression shall include unless repugnant to the context or meaning thereof deemed to include its successor in interest and assigns) of the **SECOND PART**.

University and Cultivator shall be individually referred to as 'Party' and collectively as 'Parties'.

### **WHEREAS:**

- A. The University is undertaking research for developing innovative and effective means, scientific research methodologies, modalities, know-how and technology (hereinafter referred to as "**Methods**") to growing various agricultural and commercial crops.
- B. In pursuance to the above, the University is desirous of testing the efficacy of the Methods and as such has approached the Cultivator to implement the Methods for the purpose of

**TRISHAKTHI HOMES CONSULTANCY PRIVATE LTD**

H.No.3-11-494, Plot No.13&20, 3rd Floor, Shiva Ganga Colony,





cultivating the Crops, more specifically detailed in **Annexure III** of this MOU.

- C. The Cultivator is the owner of an extent of land situated in Ongole, Hindupur & Hyderabad and other future projects in both Telugu states.

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, in reliance upon the mutual covenants and agreements hereinafter set forth and subject to the terms and conditions herein contained, the Parties hereto agree as follows:

1. The roles and responsibilities of the University are more particularly described in **Annexure I**.
2. The roles and responsibilities of the Cultivator are more specifically described in **Annexure II**.
3. Crops to be cultivated are detailed in **Annexure III**.

4. **Representations and Warranties**

4.1 The Parties represent and warrants that:

- 4.1.1 they have full power, right and authority to enter into this MOU and perform their respective duties and obligations under this MOU in accordance with the terms and conditions of this MOU;
- 4.1.2 they shall maintain all necessary permits, licenses, approvals and clearances from governmental authorities or any third parties as may be required under law;

TRISHAKTHI HOMES CONSULTANCY PRIVATE LTD

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Opp. Street to Bellandur Petrol Pump, Rajiv Gandhi Nagar, B. Nagar



4.1.3 the entry into and performance of this MOU would not conflict or violate any applicable law, rule or decree, judgement or order of court of law as of the date hereof;

5. **Confidentiality**

The Parties agree that all information and data of the other party to which each party has access under this MOU will be treated as confidential information.

6. **Intellectual Property Rights**

Nothing herein shall be construed as granting to either Party, by implication, estoppel or otherwise, any license or other right under any intellectual property right of the other Party. Parties hereby agree that all rights, title, and interest in and to all intellectual property rights of either Party shall vest and reside in, and be the exclusive property of such Party. Parties hereby agree that it shall not claim any right, title interest in such intellectual property rights of the other Party.

7. **Indemnity**

The Cultivator ("**Indemnifying Party**") agrees to defend, indemnify, and save harmless its officers and directors, employees, agents (collectively "**Indemnified Parties**") from and against all losses, claims, damages to property, costs, taxes, duties, additions, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees, incurred/sustained by or caused to the Indemnified Parties on account of any (i) misrepresentation or breach of obligation or warranty under this MOU by the Indemnifying Party; and (ii) violation of any applicable laws.





## 8. **Term and Termination**

- 8.1 This MOU shall be effective **immediately** until terminated by either Party in accordance with the terms of this MOU or as mutually agreed.

## 9. **General**

- 9.1 This MOU and any action related thereto will be governed and interpreted by and under the laws of India and courts at Telangana shall have the exclusive jurisdiction for settlement of any disputes or differences arising between the Parties out of this MOU.
- 9.2 Nothing contained herein shall be deemed to create an association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between the Parties. The Parties shall remain independent contractors at all times, and no Party shall act as the agent for the other.
- 9.3 Neither Party will use the other Party's name or marks or refer to or identify the other party in any advertising or publicity releases, or promotional or marketing correspondence to others, without such Party's written approval.
- 9.4 The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be a waiver of any succeeding breach of the same or any other such provisions or be a waiver of the provision itself.
- 9.5 Any notice given hereunder shall be in writing, in the English language, and shall be effective upon delivery to a Party via courier, overnight delivery service, or certified mail at the address set forth herein or at such other address as may be designated in writing by a Party hereto.
- 9.6 The Parties shall not assign this MOU or any of its rights and obligations hereunder, without the prior written consent of the other Party and any such attempted assignment shall be null and void.

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- 9.7 Any provision of this MOU which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall as to such jurisdiction be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this MOU or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the basis of this MOU, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this MOU as may be necessary or desirable in the circumstances to achieve as closely as possible the same effect as the original provisions and terms of this MOU.
- 9.8 Any change, alteration, amendment, or modification to this MOU must be in writing and signed by authorized representatives of both the Parties. This MOU sets forth and shall constitute the entire understanding between the Parties with respect to the subject matter hereof and shall supersede any and all prior agreements, understandings, promises and representations made by one Party to the other concerning the subject matter.

**IN WITNESS WHEREOF** each of the parties hereto has caused this MOU to be signed by its duly authorized representatives.

**SIGNED & EXECUTED by**  
**University**  
through its authorized signatory,

For Centurion University

Mr.   
J. M. Rao

**SIGNED & EXECUTED by**  
**Cultivator,**  
through its authorized signatory,

For Trishakthi Homes Consultancy  
Pvt Ltd.

Mr. 





**TRISHAKTHI**  
HOMES CONSULTANCY PRIVATE LTD

**WITNESSES:**

Name: \_\_\_\_\_

Fathers Name: \_\_\_\_\_

Age: \_\_\_\_\_

Address: \_\_\_\_\_

Name: P. Balu Bhairav  
P. Balu Bhairav choru

Fathers Name: Venkateswara Rao

Age: 54

Address: Kukatpally, Hyderabad

9848816846



### **ANNEXURE I**

### **ROLES & RESPONSIBILITIES OF THE UNIVERSITY**

During the term of this MOU, the University shall be responsible for the following:

1. Make available to the Cultivator the Methods required for cultivation of the Crops on the Land.
2. Deploy personnel and students from time-to-time to advise, train and supervise the Cultivator and his personnel on efficacious implementation of the Methods and cultivation of the Crops. The suggestions and recommendations of the advisors from the university would be imparting to the cultivator Rs.30000 (Rupees thirty thousand only) a month.
3. The Cultivator shall be solely responsible to bear the travel and accommodation expenses incurred as a result of deploying the above personnel. The University shall communicate to the Cultivator, in writing, the quantum of the travel by Land i.e. by Bus/Train and by Air in unavoidable situations and accommodation expenses incurred for the above. In addition to the TA/DA, the cultivator must ensure an advisory fee of Rs. 3000 (Three Thousand only) per day per advisor whenever, he/she visits.
4. The Cultivator shall be entitled to payback the travel and accommodation expenses to the University under this MOU provided the Cultivator has confirmed the expenses incurred in writing well in advance and the payments will be made on actuals.
5. The Cultivator/University may plan the travel needs either by Land.
6. The University shall advise and recommend the Cultivator on the saplings to be purchased for the purpose of implementing the Methods and cultivating the Crops.
7. The University shall take responsibilities related to farm management and imparting timely advise. The Crops list are provided in Annexure III of this MOU.

**TRISHAKTHI HOMES CONSULTANCY PRIVATE LTD**

H.No.3-11-494, Plot No.13@20, 3rd Floor, Shiva Ganga Colony,  
Opp. Street to Bellandur Patel Park, Rajiv Gandhi Nagar, B. Nagar





**ANNEXURE II**  
**ROLES AND RESPONSIBILITIES OF THE CULTIVATOR**

During the term of this MOU, the Cultivator shall be responsible for the following:

1. The Cultivator shall strictly implement the Methods for cultivating the Crops on the Land.
2. The Cultivator shall at its sole discretion be entitled to purchase the saplings recommended by the University either directly from the University or third parties.
3. Provide updates in respect of the cultivation of the Crops every three months once.
4. Notify the University in writing of the entire produce/yield generated from cultivating the Crops after expiry of the yielding time of each Crop(s), provided in Annexure III of this MOU.



**ANNEXURE III**  
**DETAILS OF THE CROPS TO BE CULTIVATED AND THE YIELD**  
**TIME**

| Crop           | Yielding Time |
|----------------|---------------|
| Ginger         | Six Months    |
| Turmeric       | One Year      |
| Marigold       | Six Months    |
| Sandalwood     | 12-15 years   |
| Red Sandalwood | 12-15 years   |





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

ICAR-National Rice Research Institute,  
Cuttack, Odisha

निदेशक /DIRECTOR

भाकानुप-राष्ट्रीय चावल अनुसंधान संस्थान  
ICAR-National Rice Research Institute  
कटक/Cuttack-753008 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)

Tel No.

Date

Signature with Seal

निदेशक /DIRECTOR

भाकानुप-राष्ट्रीय चावल अनुसंधान संस्थान  
ICAR-National Rice Research Institute  
कटक/Cuttack-753008 ओडिशा /Odisha

Tel. No.

Date

Signature with Seal

VICE CHANCELLOR

Centurion University of Technology & Management  
ODISHA

Witness 1:

Witness 2:

Witness 1:

Witness 2:





**MEMORANDUM OF UNDERSTANDING  
BETWEEN**



**SAHASRA CROP SCIENCE PRIVATE LIMITED,  
HYDERABAD, TELANGANA STATE**

**AND**

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,  
PARALAKHEMUNDI, ODISHA**

This Memorandum of Understanding (MoU) is executed on this the 19<sup>th</sup> day of August, 2022 between the Sahasra Crop Science Private Limited (here after referred to as "SCS"), Hyderabad, India represented by its Managing Director, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the successors and permitted assigns of the **FIRST PARTY**

**AND**

Centurion University of Technology and Management, Paralakhemundi, Odisha represented by its Registrar, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the successors and permitted assigns of the **SECOND PARTY**.

Collective the above parties shall be referred as "The Parties" and individually as "SCS" & "CUTM"



## About the Parties

Where As:

SCS is a progressive Agri-Input company incorporated in 2013 and located at H. No: 5-4-36/1, MP Residency, 4<sup>th</sup> Floor, Kamalanagar, Vanasthalipuram, Hyderabad, Telangana-500070 to address the needs of farming community by producing and promoting eco-friendly organic nutrients to enhance the yield and quality of the produce. Sahasra manufactures Gluconate and Lactate salts by Microbial Fermentation Technology by converting the plant-based glucose to Gluconates and Lactates. The products are highly Bio-available and certified by the internationally renowned organic certification agency "Control Union" as per the NPOP standards. SCS established Sahasra Crop Science Research and Development Center (SCSRDC) which is recognized by the Department of Scientific and Industrial Research (DSIR), Ministry of Science and Technology, Govt. of India, SCSRDC is well-equipped with all the required laboratory instruments and staffed highly qualified and trained scientific personnel to develop innovative products, formulations and conduct quality testing.

Where As:

CUTM is the first private University in Odisha which was established through the CUTM Act 4 of the Odisha State Legislative Assembly in 2010. In due course, it has got recognition as Grade-A University by National Assessment and Accreditation Council (NAAC), Ministry of HRD and 12 B status by the University Grants Commission (UGC). The Mission of CUTM is to shape lives, empower communities and co-create wealth and sustainable livelihood opportunities in Left Wing Extremism (LWE) affected districts of South Odisha and North Coastal Andhra Pradesh. The Vision of the University is to become an institution of excellence in building sustainable ecosystem of having right human resource, institutions and local system of value addition; and context specific knowledge depository in the region. Teaching, training, consulting and research activities of the university are geared towards employability enhancement, employment generation through entrepreneurship development and preparing graduates for higher education. The University offers its education, training and other services through different Schools.

CUTM has six campuses at Paralakhemundi, Bhubaneswar, Bolangir, Rayagada, Balasore and Chatrapur those together houses M.S.Swaminathan School of Agriculture, School of Engineering and Technology, School of Applied Sciences, School of Management, School of Media and Communication, School of Vocational Education and Training, School of Pharmacy and Life Sciences, School of Paramedics and Allied Health Science and School of Design.

School of Agriculture was established in 2013 in the backward region and left-wing extremism effected area of South Odisha by Centurion University of Technology and Management (CUTM). It was named in honour of the father of Green Revolution in India and



progressed with his guidance. The M.S.Swaminathan School of Agriculture came as a constituent School under CUTM, at its Paralakhemundi campus, Gajapati district, Odisha.

## **PURPOSE & SCOPE**

This MoU is intended to build mutual cooperation between the parties so as to learn, assimilate and develop further on the core strengths, experience and institutional objectives of the respective parties in the public interest of advancement of training, action research, studies, policy analysis, policy advice, consultancy, monitoring, evaluation, system development and technology development, nano technology, fermentation technology for agriculture and Agri Biotechnology segments and areas related to Joint Research and collaboration for the agriculture and allied sectors and to the holistic approach on sustainable development.

## **RESPONSIBILITIES UNDER THIS MoU**

Both the parties have mutually agreed to

- I. Share their wide experience and ideas in their respective areas of activities through joint research, joint studies, faculty exchange and trainees/ student exchange in issues and areas related to Agri Biotechnology and new innovations for sustainable agriculture with innovative eco-friendly Agri in-puts to cover total crop management (TCM) practices for the innovative methodologies in agriculture, allied sectors and to the holistic approach on sustainable development.
- II. Assist each other in advancement of systems development, technology development and applied research in issues and areas related to Agri biotechnology, nano technology and allied sectors to the holistic approach on sustainable development.
- III. Complement and supplement operations of facilities including those connected with advancement of training, action research, studies, consultancy, monitoring, evaluation, systems development and technology development in issues and areas related to the agriculture and allied sectors and to the holistic approach on sustainable development.
- IV. Make efforts to sponsor or to invite each other or to jointly operationalize for national and international institution building activities, training activities, research activities, studies, seminars, conferences and workshops.
- V. Collaborate and supplement utilization of resources and facilities on matters pertaining to the development of agriculture, with focus on capacity building, training and skill development of stakeholders.
- VI. Collaborate and promote innovations of the SECOND PARTY under PPP model across the Globe.
- VII. Assist each other in advancement of systems development, technology development and applied research in issues and areas related to Agri biotechnology,

Page 3 of 5

MOU BETWEEN

SAHASRA CROP SCIENCE PRIVATE LIMITED

AND

CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT





nano technology, organic farming and allied sectors to the holistic approach on sustainable development.

## **Publication & Intellectual Property Rights**

### **General Clauses:**

- a) Each party will ensure appropriate protection of Intellectual Property Rights generated from the cooperation pursuant to this MoU, consistent with their respective local, national and international laws, rules, regulations and agreements to which both parties are committed.
- b) In case research is carried out solely and separately by one party or the research results are obtained through the sole and separate effort of one party, the party concerned alone will apply for the grant of IPR and once granted the IPR will be solely owned by the concerned party.
- c) In case of research results obtained through joint activities, the grant of Intellectual Property Rights will be sought by both the parties jointly and once granted these rights will be jointly owned by both the parties.
- d) The parties shall not assign any rights and obligations arising out of the IPR generated to inventions/activities carried out under the MoU to any third party without the consent of the other party.

### **Commercialization:**

- e) In case of research results obtained through joint activities under this MoU, both the SCS and CUTM will apply as co applicants for the protection of intellectual property rights subject to exclusive rights of both the parties to commercialize the technology in their respective countries. Commercialization in any other country shall be done jointly through a separate agreement.

### **Publication:**

- f) Any publication, document and/or paper arising out of joint work conducted by the parties pursuant of this MoU will be jointly owned. The use of the name, logo and/or official emblem of the parties on any publication, document and/or paper will require prior permission of both the parties. It may however be ensured that the official emblem and logo is not misused.

### **Confidential Information:**

- g) All information to be exchanged pursuant to this MoU will be kept confidential by the parties and will be subject to such terms as each party may specify. A party will not use the information for the purposes other than that specified without the prior written consent of the other party.
- h) All confidential information shall remain the exclusive property of the disclosing party. The parties agree that the disclosure of the confidential information do not grant



or imply any license, interest or right to the recipient in respect to any intellectual property rights of the other party.

- i) Unpublished information, whether oral, in writing or otherwise, discovered or conceived by the scientist or technicians and exchanged under the provisions of this MoU will not be transmitted to a third party, unless otherwise agreed by both parties.

## FUNDING

While expanding the areas of cooperation and helping each other to expand their areas of activities, both the parties will strive to bring more opportunities of financial support for achieving objectives in their respective domains.

For specific activities of consultancy, supply of strain/product/germplasm lines, services of scientists for conducting evaluation/analysis/trials, financial procedures of the University will be applicable and specified fees shall be charged from the first party by the second party.

## EFFECTIVE DATE OF SIGNING

This non-legally binding and no-liability to the respective parties, MoU shall come into effect, upon the signatures, at university, and shall remain in force for a period of two years, and, get extended, for further periods on mutual consent, unless terminated by either party with a notice in writing at least three (3) months prior to termination.

### Signature with seal and date

For and on behalf of CUTM



Name: Dr. Anita Patra  
Designation: Registrar

Date:



Witness 1.....

Witness 2.....

For and on behalf of SCSS



Name: Mr. Siram Chandra Mohan  
Designation: Managing Director

Date: 19<sup>th</sup> August, 2022



Witness 1.....

Witness 2.....





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L 543968

## AGREEMENT

This Agreement is entered into on this the 1<sup>st</sup> day of October 2022 ("Effective Date")

### By and Between

M/s Unisem Agritech Pvt. Ltd, a Company incorporated under the Companies Act 1956 and having its Registered Office at Unit Shed No, C-6, Industrial Area, Nekara Colony, P.B. Road, Ranebennur, Dist-Haveri, State-Karnataka-581115; represented by Mr. HN Deva Kumar- in his capacity as Managing Director (Hereinafter referred to as 'Unisem')

**Unisem Agritech Pvt. Ltd.**

*HN Deva Kumar*  
**Managing Director**

And

CONFIDENTIAL

*Amila Palia*



**Centurion University of Technology and Management, Odisha** situated at Alluri Nagar, PO: R Sitapur, Rasur, Via Uppalada, Paralakhemundi, Gajapati-761211, established in the year 2010. **Centurion University of Technology and Management, Odisha** is a State Private University established vide F. No.161 dated 24.12.2010 by Govt. of India/ Govt. of Odisha vide No. 04 of 2010 and recognized by University Grants Commission, represented by Dr. Anita Patra in her capacity as Registrar of the University.

(Hereinafter referred to as '**Partner**')

**Hereinafter individually called as "Party" or collectively called as "Parties".**

**WHEREAS:**

**Unisem** was incorporated in the year 2016 and established its research facilities at Renebennur ( Unisem Agritech was established in the Year 2009 with a Mission of providing highly adaptable, better yielding & improved quality seeds which is unique, with a continuous focus on Research & Quality Assurance through Modern Seed Technology.

Unisem Agritech was started & Managed by Graduates, who have more than 2 decades of experience in National & Multinational Agri Business Industry.

Unisem Agritech had emerged with a strong & clear Vision of empowering Farmers with better hybrids for Sustained economy & for further contribution to the Seed World.

Unisem Agritech Administrative office is based at Ranibennur, Karnataka with Marketing Office in Bangalore .Unisem has strong R & D Setup at Ranibennur, Karnataka led by eminent Scientists with focused research on various crops .The R& D facilities of Unisem is recognised by IIHR.

Unisem Agritech is having highly qualified & Professional Seed Production Team at major seed production areas of the country, who are engaged in producing quality seeds.

Unisem Agritech is having integrated seed health & quality check at each stage to ensure the quality product.

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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*Anita Patra*  




Unisem Agritech has Professional team of Sales & Marketing across the Country to Advice farmers about the Choice of Seeds & the Crop Packages to get Superior & Quality Crop Yields.)

**A. PARTNER- Centurion University of Technology and Management, Odisha**, chartered in 2010 has been enacted as a multi-sector private university in 2010 in the state of Odisha. It has 4 campuses in rural Odisha. It has another university in Vizianagaram, AP notified with the government of Andhra Pradesh.

**Partner's mission is:**

- Evidence-based successful interventions in skill development and skill integrated higher education across states with an emphasis on social outreach catering to rural areas.
- Skill development and higher education are linked to sustainable livelihood either through employment or entrepreneurship.

Partner has a large network of rural and ground-level training staff involved in skilling to manage any large-scale urban and/or rural project implementation with an emphasis on work-integrated training.

The Partner hereby confirms to Unisem Agritech Private Limited that the Partner:

- Is an educational and cultural organization registered as per applicable laws.
- Pursues non-profit making aims,
- Is selflessly managed
- Does not exist for the sole benefit of a circle of people.

**Unisem** has agreed to support the Partner in Co-Marketing of Unisem Brand Vegetable hybrids and in Academics, Research and Development and Commercialization as under:

- i) R& D Tie up and collaboration in Speed Breeding
- ii) Distribution of Seeds for Open Market and Institutional Sales
- iii) Contract Hybrid Seed Production on Buy back Basis
- iv) Training and Internship of Students

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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v) Collaboration in the development of academic curriculum.

**NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**1. VALIDITY OF AGREEMENT:**

This Agreement shall remain in full force and in effect from 1st<sup>th</sup> October 2022 till 30<sup>th</sup> September 2025.

**2. TERMINATION AND CONSEQUENCES OF TERMINATION**

**A. TERMINATION WITHOUT CAUSE:**

Either party may terminate this Agreement without cause by providing the other party written notice at least one hundred eighty (180) days prior to the desired termination date.

If either of the Party terminates this agreement, either of the Party will immediately pay all legal dues in full and for final Settlement.

**B. TERMINATION WITH CAUSE:**

**Unisem** has the right to terminate this contract at any time with cause. The cause could be a violation of any provision stipulated in this contract including consistent untimely payment, improper use of Foundation/ **Hybrid** Seed, and breach of confidentiality under **Clause 17**. In case of termination under 2 B, all dues from **CUTM** shall be immediately payable, and **CUTM** shall no longer receive any Foundation/ **Hybrid** seed from **Unisem**.

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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## RESPONSIBILITIES OF UNISEM

3. **Unisem** agrees to provide the **CUTM** viable Foundation/ **Hybrid** Seed in a conscientious, competent, and professional manner within the realms of professional regulatory standards.
4. **Unisem** agrees to provide the **PARTNER** after-sales services as are deemed necessary based on need and mutual understanding.
5. **Unisem** shall have full ownership of all Foundation/ **Hybrid** Seed supplied to **PARTNER**. **PARTNER** has the right to use, not ownership, of the Foundation/ **Hybrid** Seed provided by **Unisem** for production and distribution of Commercial Seed to distributors, dealers, or directly to farmers by **PARTNER**. Any other use of Foundation/ **Hybrid** Seed by **PARTNER** such as for breeding, multiplying or development of new hybrid/variety is strictly prohibited.
6. **Unisem** acknowledges that in and because of the business relationship hereunder, **Unisem** will be provided with confidential information such as acreage under seed production by **PARTNER**, location of seed production and market concentration of **PARTNER**. **Unisem** agrees that it shall not, disseminate, disclose, or divulge in any way confidential information disclosed to **Unisem**.
7. **Unisem** will submit to **PARTNER** on a seasonal basis an invoice for Foundation Seed provided for **Hybrid Seed Production** as well as requested to be produced for **PARTNER** at the rate as per **Exhibit A/ Annexure agreed from time to time based on requirement**. Invoice will include the name or mutually agreed

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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code of the Foundation Seed, quantity, acres to be planted and price for using the **Unisem** Foundation Seed.

8. In the event of a sale, transfer of business, or change in shareholding of **Unisem**, **Unisem** shall ensure that the successor honors this agreement.

## **RESPONSIBILITIES OF PARTNER**

### **9. TRADEMARK:**

"USM" is the brand name of **Unisem**. "CENTURION" is brand name of **PARTNER**. Both parties agree not to use each other's Brand name without written consent and agreement.

10. That the **PARTNER** agrees to provide and notify **Unisem** of its yearly requirement of Foundation Seed of different **Agreed** hybrids developed by **Unisem** no later than April 30 of every year for both Kharif and Rabi season seed production planting for next year by the **PARTNER**. The final foundation seed requirement figures for Kharif and Rabi Season will be provided by the **PARTNER** no later than September 30 (for Foundation seed to be supplied by May 15) and Rabi season by April 30 (for Foundation seed to be supplied by October 15). There will be no downward adjustment from the original indent and any upward adjustment of requirement will require twenty Five Percent (25%) advance payment against the additional amount of Foundation Seed requirement. Minimum indented quantity for each hybrid each season shall not be less than 5 Acres.

11. **PARTNER** agrees to pay **Unisem** for the Foundation seed as per the Proforma Invoice submitted by **Unisem**. Twenty-five percent (25%) of the Proforma Invoice value will be paid at the time of placing indent for Foundation Seed by **PARTNER** to **Unisem** (by April 30 every year) and corresponding Proforma

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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Invoice submitted by **Unisem** to **PARTNER** and remaining seventy five percent (75%) at the time of supply of Foundation seed (around May 15 and October 15 every year) as per the Invoice provided along with the Foundation Seed supplied to the **PARTNER**. That payment shall be made by the **PARTNER** to **Unisem** by NEFT/RTGS at the time of placing indent and/or Seven (7) days prior to the scheduled delivery of Foundation Seed to the **PARTNER** from **Unisem**.

**12. PARTNER** agrees to pay Fifty Percent (50%) advance at the time of placing indent instead of Twenty Five Percent (25%) as per clause Eleven (11) of this contract, if any of their past payment was delayed beyond ten (10) days.

**13. PARTNER** agrees to pay interest at prevailing Bank rate but not less than 12% (twelve percent) per annum for any late payment of the invoice from **Unisem**.

**14. PARTNER** agrees that in case of not paying and lifting Foundation Seed produced on their indent, not only **PARTNER** will forfeit their advance payment of 25% (twenty-five percent) but will be legally liable to pay in full for all the foundation seed which they gave indent as per clause 11 and 12 of this agreement.

**15. PARTNER** agrees that all Foundation Seed provided by **Unisem** is owned by **Unisem** and **PARTNER** shall have no right to ownership of the Germplasm of Foundation Seed.

**16. PARTNER** agrees not to use any **Unisem** Foundation Seed for breeding, multiplying, inbred line development and any other research purpose.

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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17. **PARTNER** agrees not to sub-contract any **Unisem** Foundation Seed to other seed company for the purpose of production and distribution of commercial seed or for any other purpose.
18. **PARTNER** agrees to distribute seed produced from **Unisem** Foundation seed supplied to **PARTNER**, under this contract, only in their own brand name or any other brand name as informed to **Unisem** on a timely basis.
19. **PARTNER** acknowledges that in and because of business relationship hereunder, **PARTNER** will be provided with confidential information such as the general genetic background of Foundation seed, adaptation in different climatic conditions, planting schedule for proper synchronization of female and male under seed production, etc. **PARTNER** agrees that it shall not, disseminate, disclose, or divulge in any way confidential information disclosed to **PARTNER** to other seed companies.
20. Any breach of Clauses 17 and 18 shall constitute a material breach, which gives rise to the termination of this agreement and consequent damages.

## 21. REPRESENTATIONS AND WARRANTIES

22.1 Each Party hereby represents and warrants to the other Party as follows:

- (i) It is duly organized and validly existing under the laws of India, and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement; and
- (ii) The execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorized by all necessary corporate actions on the part of it. This Agreement constitutes a legal, valid, and binding obligation of such Party enforceable against it in accordance with its terms.

Unisem Agritech Pvt. Ltd.

  
Managing Director

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(iii) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation, or other proceedings, claims, actions, governmental investigations, orders, judgments, or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement, or any obligation, act, omission, or transactions contemplated hereunder; and (iv) That it will comply with all applicable laws and regulatory requirements in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which might cause or otherwise result in a breach of this Agreement or cause any detriment to the transactions herein envisaged.

### **23. DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION**

**23.1.** If any dispute arises between the Parties hereto during the subsistence or thereafter, arising out of or in connection with, the validity, interpretation, implementation, or alleged breach of any provision of this Agreement, the Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 days, gives a notice to this effect, to the other Party in writing.

**23.2.** In case of such failure, only after the passing of 15 days from the receipt of the notice referred to in Clause 23.1, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Parties. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, and shall be held in Hyderabad for the **CUTM Obligations, and Bangalore for Unisem Obligations.**

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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23.3. This Agreement shall be interpreted and governed in all respects by the laws of India and the Courts of Hyderabad/**Bangalore** shall have exclusive jurisdiction to entertain and try any dispute or matter relating to or arising out of this Agreement.

## 24. NOTICES

24.1. Any notice pursuant to this Agreement shall be in writing signed by or by some person duly authorized by the person giving it and may be served by leaving it or sending it by facsimile, prepaid recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified in accordance with this Clause):

**If to Unisem:**

Unit Shed No, C-6,  
Industrial Area, Nekara Colony,  
P.B. Road, Ranebennur, Dist-Haveri,  
State-Karnataka -581115.

**If to Centurion University:**

Village Alluri Nagar, P.O R.Sitapur,  
Paralakhemundi, Gajapati, Odisha.

24.2. All notices given in accordance with Clause 24.1 shall be deemed to have been served as follows:

- (A) If delivered by hand, e-mail at the time of delivery.
- (B) If posted at the expiration of 5 (five) days after the envelope containing the same was delivered into the custody of the postal authorities; and
- (C) If communicated by facsimile, on receipt of confirmation of successful transmission.

**Unisem Agritech Pvt. Ltd.**

  
**Managing Director**

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## 25. MISCELLANEOUS

25.1. This Agreement shall not be construed as creating a partnership, joint venture, or employment relationship between the parties. Moreover, **Unisem** shall perform this Agreement as an independent company. Neither **Unisem** nor any agent/employee of **Unisem** shall represent, act, or purport to act as, or be deemed to be, the agent, representative, employee, or servant of the **PARTNER** nor shall **PARTNER** or anyone employed by it be, represent, act, or purport to act as or be deemed to be, the agent, representative, employee, or servant of **Unisem**.

25.2. Intending to be legally bound, each party warrants that this Agreement is executed by their respective authorized representatives. This Agreement shall be binding and enforceable upon the parties hereto and the respective successors or assigns. Counterpart and facsimile signatures and copies shall constitute originals.

25.3. This Agreement may be amended or modified, and any of its terms or provisions hereof may be waived but only by written instrument, executed by authorized representatives of both **PARTNER** and **Unisem**.

25.4. The failure of either party to require the performance of any provisions herein or as of the exercise of any option or right herein contained shall not be construed as a waiver or relinquishment for the failure of such covenant, right or option, but the same shall remain in full force and effect unless the contrary position is expressed in writing.

25.5. This Agreement sets forth all the covenants, promises, agreements and conditions and understandings between the parties and there are no covenants, promises, agreements, conditions, or understandings either oral or written, between the parties hereto other than those set forth herein.

25.6. If any of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remaining

**Unisem Agritech Pvt. Ltd.**

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**Managing Director**

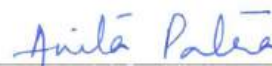


terms, covenants and conditions of this Agreement shall be valid and be enforceable to the fullest extent permitted by law or equity.

25.7. The parties hereto agree to execute any other papers and to do all other things reasonably requested by the other to give full effect to this Agreement.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED  
THIS AGREEMENT ON THE DATE HEREINABOVE FIRST  
MENTIONED **Unisem Agritech Pvt. Ltd.**

  
\_\_\_\_\_  
**Managing Director**  
Unisem Agritech Pvt. Ltd  
HN Deva Kumar  
Managing Director

  
\_\_\_\_\_  
Centurion University of Technology and Management  
Dr. Anita Patra  
Registrar

REGISTRAR  
Centurion University of  
Technology & Management  
ODISHA

WITNESS ONE

  
(Shivakumar S.H.)  
Sr. HR & Admin Manager

WITNESS TWO



**Partner Sub Grant Agreement  
Between  
International Crops Research Institute for the Semi-Arid Tropics (ICRISAT),  
Patancheru 502 324, Telangana, India  
And**

**Centurion University of Technology and Management (CUTM)  
Parlakhemundi, Gajapati district, Odisha, India**

The International Crops Research Institute for the Semi-Arid Tropics (ICRISAT), an International Organization, headquartered at Patancheru 502 324, Telangana, India with privileges and immunities of the United Nations (Privileges and Immunities) Act, 1947 (hereinafter referred to as "ICRISAT") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors-in-interest and permitted assigns,

AND

The Centurion University of Technology and Management (CUTM), is a multi-sector, private state university having its registered address at Parlakhemundi, Gajapati district, Odisha, India (hereinafter referred to as "Partner Institution") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors-in-interest and permitted assigns.

**1. Introduction**

ICRISAT and CUTM enter into this Partner Sub-Grant Agreement (hereinafter referred to as "Agreement") for collaboration to advance the objectives of the Project entitled "**Sustainable improvement of rural livelihoods and restoration of coconut-based livelihoods through specific science based interventions**", funded by Government of Odisha (the Donor). ICRISAT and the Partner Institution are also referred individually as "Party" and collectively as "the Parties".

**2. Purpose of the funding**

- a) The purpose of this agreement is to enable the Partner Institution to undertake activities in accordance with the agreed Work Plan and Budget (Annex 1 & 2) of this Agreement.
- b) Partner Institution shall utilize the funds only for "**Hands-on training to women SHGs of Nabarangpur, Koraput, Rayagada and Gajapati districts of Odisha on mushroom production and mushroom spawn production and technical handholding**" under this Agreement and shall not use the funds for any other purpose. Partner Institution shall exercise care in the administering the funds having due regard to the economy and efficiency and the need to uphold highest standards of integrity in the administration of public funds, including prevention of fraud and corruption.

**3. Period of Performance**

The duration of this Agreement is starting from 15<sup>th</sup> December 2022 to 31<sup>st</sup> March 2023. The duration may be extended or reduced subject to need of the project.

#### 4. Grant Amount and Disbursement

- a) ICRISAT will make available to the partner institution maximum grant funding up to INR 14,70,000 (Indian Rupees Fourteen lakhs Seventy Thousand only). This funding will be for a) Hands- on training for women SHG members on spawn production and mushroom production and b) documentation, logistics and admin costs (as in Table A in Annex. 1) required for technical handholding for establishing spawn production unit and training for SHG members on spawn production and mushroom production Odisha. Any other applicable indirect taxes like GST will be paid, if tax/GST compliant invoice is provided to ICRISAT.
- b) The excess expenses will be the sole responsibility of the Partner Institution. No reimbursements will be made for costs incurred in excess of the grant amount.

The fund release pattern is as given in below table.

**Table 1 Fund release pattern**

| SL No.             | Fund release pattern | Amount (Rupees in Lakhs) | Remarks  |
|--------------------|----------------------|--------------------------|--|
| 1                  | 50%                  | 7.35                     | After signing of MoA by both Parties and submission of request for fund/Invoice with bank account details. |
| 2                  | 20%                  | 2.94                     | On successful operationalisation of spawn production unit and submission of request for fund/Invoice       |
| 3                  | 30%                  | 4.41                     | After submitting the final technical and financial report and submission of request for fund/Invoice       |
| <b>Total funds</b> | <b>100%</b>          | <b>14.7</b>              |  |

- c) The above-mentioned fund disbursement will be subject to satisfactory completion of all the terms and conditions of the Project Agreement, including the receipt of satisfactory technical and financial reports from the Partner Institution.
- d) The Partner Institution must have spent and account for 100% of the previous advance in order to receive further instalment.
- e) The approved budget and fund disbursement is subject to revisions through Amendment to this Agreement based on funding confirmation and receipt of funds from the Donor.
- f) Any interest accrued on the funds made available under this Agreement must be used to finance the activities to be carried out under this agreement and must be included in the financial reports.



## 5. Reporting and Financial Management

- a) The Partner Institution shall provide Technical and Financial Reports jointly signed by the Head of Finance and Head of the Institution to ICRISAT by 15 April 2023. The Technical Report should cover all activities undertaken under this Agreement and as specified in the agreed Work Plan. The Financial Report(s) should be submitted in the format attached (Annex-3).
- b) The Partner Institution shall also provide to ICRISAT with Audited Financial Statement of the project funds utilization within three (3) month after completion of the Partner Institution's financial year.
- c) In addition to the above reports, the Partner Institution agrees to submit other reports when ICRISAT may reasonably request based on any additional requirement from the Donor.
- d) The Partner Institution is responsible for recording expenditure and keeping supporting documentation related to the specific Grant funding for a period of one (1) year after the completion of grant period. These shall be available for audit at the request of ICRISAT, auditors, or the Donor. ICRISAT will not recognize any other expenditure in case those expenses exceed the Grant Amount or utilized for purposes other than agreed under this Agreement.
- e) In the event that the funds are not fully spent for implementation of the activities, the Partner Institution agrees to promptly return the unspent funds to ICRISAT upon termination or completion of the Agreement.

## 6. Intellectual Property and Data Sharing

- a) Management of Intellectual Property. The Parties shall manage all intellectual assets and/or related intellectual property rights created as a result of the activities carried out under this Agreement in a way that is consistent with the CGIAR Principles on the Management of Intellectual Assets ("CGIAR IA Principles"), which is available at CGIAR Fund website<sup>1</sup> and will apply as amended from time to time. All tangible and intangible results that arise from this Agreement shall be international public goods. All intellectual assets generated under this Agreement shall be made publically available and accessible free-of-charge. (all field data from farmers can be public)
- b) The Parties shall act in accordance with CGIAR Open Access and Data Management Policy (the "Policy"), which is approved by the CGIAR System Board. Under this policy, the parties are committed to widespread dissemination of results of its research and development activities to achieve the maximum impact to advantage the poor, especially smallholder farmers in developing countries. The policy is available at the CGIAR website<sup>2</sup> and will apply as amended from time to time.

- c) Publications: The Parties agree that the results of the activities undertaken under this project shall be published with due credit to all contributors and, at the same time, publishing party will be entirely responsible for the conclusion and interpretations reported.
- d) Data Sharing. The Partner Institution shall provide all data, software and models generated and compiled as a result of activities under this Agreement to ICRISAT. The contribution of Partner Institution shall be appropriately acknowledged. All data collected under this Agreement shall belong to ICRISAT. The Partner Institution shall not use or share this data produced/uploaded on to the dashboard to any third party.
- e) The Parties shall hold in confidence all confidential information disclosed by one Party to the other and explicitly qualified as "Confidential". They agree not to disclose the information to third Parties, and only to release and disclose such information to individuals within the Party's corporation that are directly involved with the project, on a need-to-know basis. In such eventuality, the individual(s) included into the confidence of the communication shall be told about the binding restriction.

## 7. Notices

Any notice or other communication in connection with this Agreement to be in writing in the English language by or on behalf of the Party giving it and shall be addressed to the following contacts:

*ICRISAT:*

*Technical aspects:*

Dr. Sreenath Dixit, Head-ICRISAT Development Center (IDC), ICRISAT, Patancheru 502 324, Telangana State, India. Email: (d.sreenath@cgiar.org)

*Administrative aspects:*

Mr. Stefan de Greling

Director – Business Development

ICRISAT

Patancheru 502324, Telangana; Email: [icrisat-bd@cgiar.org](mailto:icrisat-bd@cgiar.org)

*Partner Institution (CUTM):*

Prof. Anita Patra

Registrar

Email ID - [registrar@cutm.ac.in](mailto:registrar@cutm.ac.in); [anita@cutm.ac.in](mailto:anita@cutm.ac.in)

Mobile No - 9437424149

## 8. Anti-Fraud and Anti-Corruption Compliance

Partner Institution represents and warrants to ICRISAT that:

- a. neither the Partner Institution nor its subsidiary/ies shall have any material interest in any matter which conflict substantially, or appear to conflict substantially, in its association with ICRISAT. Partner Institution agrees that, if during the term of this Agreement, it becomes aware that its continued association would conflict with interest of ICRISAT, it will notify the same to ICRISAT immediately in writing;



- b. neither the Partner Institution nor any of its directors, key officers, or representatives has a close family relationship (i.e., parent, child, sibling, or spouse) with key official of ICRISAT. Partner Institution agrees to notify ICRISAT if any such close family relationships arise during the term of this Agreement;
- c. Partner Institution agrees that its association with ICRISAT under this Agreement will be in full compliance with all anti-corruption laws and regulations as applicable to the respective jurisdictions of the parties. Accordingly, Partner Institution agrees that in connection with its activities under this Agreement, neither Partner Institution nor any agent, affiliate, employee, sub-contractor, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, gifts, hospitality, influence payment, facilitation payment, kickback, or other unlawful payment, to any ICRISAT official in order to gain any unfair advantage or to influence any act or decision of ICRISAT official. Partner Institution further agrees that the arrangements and payments provided under this Agreement shall not be used for the personal benefit or enrichment of any ICRISAT official. Partner Institution agrees to assist and cooperate in any investigations related to activities performed and/or payments received under this Agreement;
- d. Partner Institution has fully complied with all applicable anti-money laundering laws and regulations;
- e. Partner Institution agrees that in case it decides to offer sub-contract (including consultants) in connection with this Agreement, Partner Institution shall apply all the conditions related to Anti-Fraud and Anti-Corruption compliance as mentioned in this agreement with the sub-contractor in a written form.

## 9. Modification and Termination

- a) This Agreement may be amended modified, altered, revised, extended, or renewed by mutual written agreement between the Parties.
- b) Either party may terminate this Agreement upon giving 15 days prior written notice to the other. Upon such termination Partner Institution shall promptly return unspent funds to ICRISAT and within 15 days submit to ICRISAT a final Financial Report and technical report on activities performed before termination.
- c) This Partner Sub-Grant Agreement will terminate at the end of the duration of this Agreement i.e. 31 March 2023 unless otherwise extended through a signed communication/ amendment to this Agreement.
- d) ICRISAT may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement with notice if: (i) ICRISAT is not reasonably satisfied with the work progress by the Partner Institution on the Project; (ii) there are significant changes to partner's leadership or other factors that ICRISAT reasonably believes may threaten the Project's success; (iii) the Donor stops or substantially reduces the amount of Grant; or (iv) the Partner Institution fail to comply with its obligations under this Agreement. ICRISAT will notify the Partner Institution

of its concerns and provide the Partner Institution with a reasonable period of time to address them.

#### **10. Force Majeure**

If either Party is temporarily unable by reasons of force majeure to meet any of its obligations under this agreement, and if such Party gives the other Party written notice of the event within thirty (30) days after its occurrence, such obligations of the Party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

Neither Party shall be liable to other Party arising from any event referred to below or delays arising from such event.

The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics (including COVID-19), lightening, floods, washouts, civil disturbances, explosions and other similar events not within the control of either Party and which, by the exercise of due diligence, neither Party is able to overcome.



#### **11. Miscellaneous**

- a) The Partner Institution will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by laws of republic of India; (b) political or lobbying activities; or (c) election for public office or to carry on any voter registration drive.
- b) In carrying out the Project, the Partner Institution will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
- c) The Partner Institution undertakes to abide by all terms and conditions applicable to Subgrants under the Grant Agreement and accepts to provide full cooperation to the ICRISAT in technical and financial evaluation and reporting to the Donor.
- d) The Partner Institution will maintain insurance coverage, at its own cost, sufficient to cover all liabilities arising out of its activities, or risks, or otherwise coverage for its staff and property and potential omissions of the Project in accordance with generally-accepted industry standards and as required by law. The Partner Institution will ensure subcontractors maintain insurance coverage consistent with this section. ICRISAT or the Donor shall not bear any liability whatsoever for Partner Institution's activities, operations, staff and property.
- e) The Partner Institution agrees to defend, indemnify and hold ICRISAT and its employees, directors and officers harmless for any and all claims, losses, due to breach of contract on account of any negligent act or omission, any breach of its obligations provided in this Agreement or any violation of applicable law, rule or regulation by Partner Institution or its agents during and after the term of the Agreement.
- f) The Parties acknowledge and agree that nothing in this Agreement shall be deemed to constitute a teaming agreement, legal partnership, joint venture, agency relationship or otherwise between the Parties.



- g) Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.
- h) The Partner Institution shall not assign or sub-contract the Partner Institution's rights and obligations under this Agreement.
- i) Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration in Hyderabad, India. The arbitration will be carried out in accordance with the provisions of the Indian Arbitration and Conciliation Act of 1996, or of any modifications or re-enactments thereof. The arbitral award will be final and binding, subject to legal remedies available under the law. The Arbitration proceedings shall be held in the ENGLISH language at Hyderabad, India. The cost of arbitration shall be decided by the arbitration award.
- j) This agreement shall be governed by, construed, and enforced in accordance with the prevailing laws of India, and the parties hereto hereby submit to the sole and exclusive jurisdiction of courts of Hyderabad in India. It is understood and agreed that the provisions of this paragraph shall not constitute nor imply the waiver by ICRISAT of its privileges and immunities.

The representatives of the agreeing Parties duly authorized sign this Partner Sub-Grant Agreement on the dates indicated below.

|   |  |
|---|--|
| <p>ICRISAT</p>  <p>Dr. Arvind Kumar<br/>Deputy Director General-Research<br/>Date 20 December 2022</p> | <p>CUTM</p>  <p>Dr. Anila Palta<br/>Registrar, CUTM, Odisha<br/>Date: 22.12.2022</p> |
|---|--|

REGISTRAR  
Centurion University of  
Technology & Management  
ODISHA

## Annexure 1

### Work Plan and Budget

#### Centurion university of technology and management, Gajapati, Odisha Work Plan and Budget for December 2022- March 2023

“Hands-on training to women SHGs of Nabarangpur, Koraput, Rayagada and Gajapati districts of Odisha on mushroom production and mushroom spawn production and technical handholding”

| Sr No | Particulars                                 | Budget (Rs) |
|-------|---|-------------|
| 1     | Training on mushroom production             | 3,20,000    |
| 2     | Training on spawn production                | 6,00,000    |
| 3     | Travel budget                               | 3,20,000    |
| 4     | Manpower required for monitoring spawn unit | 1,60,000    |
| 5     | Sub total                                   | 14,00,000   |
| 6     | Administrative cost (5%)                    | 70,000      |
| 7     | Grand total                                 | 14,70,000   |



### **Deliverables from Partner Institution:**

- Partner Institution will support as a technology expert for establishing mushroom spawn production units, one each at Rayagada, Nabarangpur, Koraput and Gajapati districts of Odisha by March 2023. However, Partner institution will take written consent from ICRISAT for any deviation to the approved plan.
- Partner Institution will be involved in the rigorous training and capacity building to farmers/SHGs on mushroom production across four target districts
- The Partner Institution will facilitate and provide all logistical support pertaining to training needs and appointing one person at each of the four district for monitoring the spawn production unit.
- Partner institution will be responsible for procurement of all the essential tools, miscellaneous materials required for training and documentation of the outcomes of the trainings.
- Partner institution will maintain the records of all the relevant purchases, expenditures, visits and share the records with ICRISAT on regular basis for its verification and later release of agreed funds as per the plan.
- Partner Institution will ensure the required travels, food & accommodation and handholding by the nominated team members to the project location (Rayagada, Nabarangpur, Koraput and Gajapati, Odisha) during complete period of 3.5 months
- Partner Institution will ensure to comply with the ICRISAT's institutional rules and protocols as well as abide by Govt of Odisha's relevant guidelines throughout their engagement with ICRISAT in the target districts.
- The tools and materials provided by partner institution as well as the products generated out of the partnership will have to be transferred to respective women SHG in the target district at the end of the agreement.
- Partner Institution will ensure to train and develop the skill set of selected self help group members on mushroom spawn production and large scale mushroom production

### Annexure 3

**Partner Institution Name:** Ceturion university of technology and management

**Reporting period (mm-dd-year)**

**Project Title:** "Hands-on training to women SHGs of Nabarangpur, Koraput, Rayagada and Gajapati districts of Odisha on mushroom production and mushroom spawn production and technical handholding"

**Currency in INR -----**

**Project Duration (3.5 months)**

| Line Item    | Budget | Expenditure | Balance |
|--------------|--------|-------------|---------|
|              |        |             |         |
|              |        |             |         |
|              |        |             |         |
|              |        |             |         |
|              |        |             |         |
| <b>Total</b> |        |             |         |

| <b>Funds Status:</b>                            | <b>lakhs</b> |  |  |
|---|--------------|--|--|
|   |              |  |  |
| 1st Installment Released                        |              |  |  |
| 2nd Installment Released                        |              |  |  |
| 3rd installment released                        |              |  |  |
| <b>Total funds released</b>                     |              |  |  |
| Expenditure submitted as at dd/mm/yyyy          | -            |  |  |
| <b>Balance funds available as at dd/mm/yyyy</b> | -            |  |  |

*Anita Patra*

Authorized Signature

Name: **DR. ANITA PATRA**

Date: **22.12.2022**

REGISTRAR  
Centurion University of  
Technology & Management  
ODISHA





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ANNEXURE 1 477

MEMORANDUM OF UNDERSTANDING WITH ORGANISERS/ PRIVATE SEED PRODUCERS/CO-OPERATIVE FIRMS FOR PRODUCTION & SUPPLY OF SEEDS TO OSSC LTD SANTARAPUR, BHUBANESWAR-751002 FOR THREE YEAR FROM 2021-22 TO 2023-24.

THIS memorandum of Understanding is executed on this day 7/1/2021 between M/s Odisha State Seeds Corporation Ltd. a company under companies Act-1956, and having its Registered Office at Santarapur, Bhubaneswar-751002 (herein after called OSSC Ltd. the first party) through its Managing Director, represented by the Zonal Manager, Berhampur (who and whose successors and assignees are hereafter called the OSSC Ltd) of the First party.

AND

Name the Organizer/ Producer/ Firm M/s Centurion University of Technology and Management (who hereinafter called as 2<sup>nd</sup> Party Organizer/Producer/Firms on the other part having their residence / registered Office At PO:- Kerandi Dist Gajapati through its Proprietor / Managing partner/ Director, Sri/ Dr Durga Prasad Padhi

WHEREAS, the Company OSSC Ltd (first party) required the Foundation/certified paddy/non-paddy seeds to fulfill the demand of the farmers in the State of Odisha has sought empanelment of the firms to produce & supply the high yielding varieties of both paddy and non-paddy seeds and the Second party has agreed to make available the desired variety of paddy/non-paddy seeds for doing that on contract basis for season i.e. Kharif/Rabi as at Annexure- V.

Dr. D. P. Singh

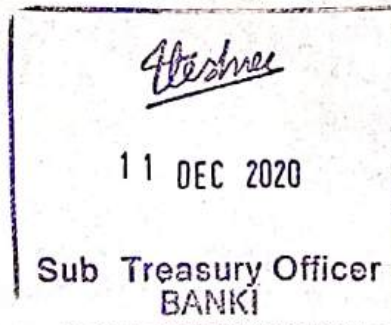


S. S. Sahoo  
Zonal Manager  
Odisha State Seeds Corporation Ltd.  
Berhampur



ନବମ୍ବର ୨୦୧୯-୨୦୨୦ ମସିହା ପ୍ରଥମ ପର୍ଦ୍ଦା ପ୍ରକାଶନ  
ନାମାବଳୀ ୧୦୮୩ ପ୍ରକାଶନ। ପ୍ରକାଶନ

*Durga Prasad Pradhan*



*G. Beha*  
Gangadhar Behera  
Stamp Vendar  
Banki, Cuttack

ପ୍ରକାଶନ ନାମାବଳୀ  
ନାମାବଳୀ ୧୦୮୩ ପ୍ରକାଶନ। ପ୍ରକାଶନ



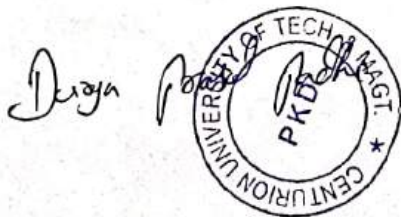
WHEREAS, M/s M/s Centurion University of Technology and Management has agreed to deliver Foundation/Certified paddy/non-paddy seeds out of Kharif/Rabi produce as per the terms and conditions specified herein under and at the price to be fixed for the firms by OSSC Ltd. on FOR basis.

WHEREAS, it is deemed expedient and necessary to define the terms and conditions for the purpose of this contract, the first party and the second party hereby agree as under.

TERMS AND CONDITIONS:

A. ROLE OF ORGANIZER/ PRODUCER/ FIRMS

1. The first party shall place indent with the second party, for requirement of Foundation and Certified stage-1 paddy/ non-paddy seeds for supply of the same to the designated godowns under the control of Zonal Managers, Odisha State Seeds Corporation Ltd. on FOR basis.
2. The second party shall produce the details of seed production implemented inside the State of Odisha and Registration of area with the OSSOPCA along-with list of growers and acreage will be submitted to the Zonal Manager, Odisha State Seeds Corporation Ltd Berhampur unit as and when required by the first party.
3. The contract is quantity & quality oriented and Registration of area with the Seed Certification Agency (OSSOPCA). The Registration fee, Inspection, Seed Testing, Sampling and any other charges will be borne by the organizer/producer/Firms.
4. Seed processing and packing work is to be taken up by organizer/producer/ firms in their own seed processing units or in the seed processing plants approved by OSSOPCA at their own cost.
5. The Original producer or their authorized representative (second party) will be responsible for the supply of fresh Foundation/ Certified seeds of varieties grown in Odisha has agreed and will make available the foundation/certified seeds of those varieties as shall be available from inside Odisha produce of freshly harvested season (Kharf- /Rabi- )only.
6. The guarantee of laboratory standards like physical purity, germination, ODV and moisture % would be given by the Second Party. In case of any complaint, the second party would be responsible for making good the losses to the farmers and/ or to the Company (OSSC Ltd) the copies of the STL Report along with Section-IX certificate will also be submitted to the First party along with consignment.
7. The seed supplied should meet the standards of Minimum Seed Certification Standard (MSCS) and should be treated with seed treating chemicals.



*J. S. Sahoo*  
21/12  
Zonal Manager  
Odisha State Seeds Corporation Ltd.  
Berhampur



8. Even if the seeds meet the certification standards OSSC Ltd reserves the right to reject the stock if the lot or part thereof are discoloured, lacking luster or on the grounds of admixture found or poor quality.
9. The OSSC Ltd reserves the right no to pay the cost of seeds not grown inside Odisha.
10. The second party should have valid seed license to supply the seeds to the First party.

**B. ROLE OF OSSC LTD & OSSOPCA.**

1. The Seed Storage godowns from where the tagged seeds are to be supplied will inspected by the Zonal Manager and other members consisting of representative of OSSOPCA and DDA officials/Seed inspector prior to the delivery of seeds from the said godown. The storage seed godown shall be opened for inspection by seed Inspector or other officials as above at any time on prior intimation to 2<sup>nd</sup> party.
2. The second party shall arrange HDPE 20Kg capacity bags and seed treating chemicals as per their requirement.
3. The second party will ensure insurance coverage against fire, theft, natural calamities and burglary at their own cost for seeds stored in their godown.
4. The seed producer/Firms will be solely responsible for the correct weighment to the seed containers and in case of shortage found in the containers/packed bags the producer shall be responsible for the legal consequences of weights and measures department and loses if any.

**C. RATE**

1. Procurement price for EOI empanelled (MOU) firms (including HDPE bags and seed treating chemicals) FOR destination.

| Sl. NO | Category of seeds | Approved procurement price for Kharif produce for supply to OSSC Ltd FOR destination |           | Approved procurement price for Rabi produce for supply to OSSC Ltd FOR destination |           |
|--------|-------------------|--|-----------|--|-----------|
|        |                   | Foundation   | Certified | Foundation   | Certified |
| 1      | 2                 | 3  | 4         | 5  | 6         |
|        |                   |  |           |  |           |

**N.B:-** The procurement price shall be fixed by the corporation and that the same shall be calculated per quintal i.e (OSSC Growers price + service charges Rs 400.00 p.q. for paddy and Rs. 600/- p.q for non-paddy) seeds.

2. The rate so fixed for fresh certified and foundation seeds is inclusive of all taxes whatever being levied by the Central/ State Govt. including Octroi and Market cess etc.



*L. S. Bora*  
**Zonal Manager**  
**Odisha State Seeds Corporation Ltd.**  
**Berhampur**



D. QUALITY

1. The seeds must meet minimum seed standards as per Seed Act-1966 and should be free from any kind of infection/diseases.
2. Even if the seeds meet the certification standards, OSSC Ltd reserves the right to reject the stock if it is rain touched, lacking of luster and on the grounds of admixture found in the godown by the supervising staff of OSSC or on such similar grounds or on grounds of poor quality.
3. The guarantee of laboratory standard should be given by the second party.
4. The details of lot numbers of the seeds along with the SSTL report, Section-9 certificate will be dispatched by original producer or their authorized representative (second party) to be specified destination godown points as specified by the First party.

E. PAYMENT

1. The second party will mention the lot wise quantity of-seeds supplied in the Bills. The Bill No and Date should invariably be raised by the Second party.
2. The Corporation's Head Office at Santarapur (First Party) shall release as amount equal to 80% of the cost of seeds received in shape of A/c payee cheque/ Bank Draft/ RTGS within one month after receipt of Original Bills duly stock entered.
3. Balance 20% of the seed cost of seeds will be released:-
  - a) On receipt of satisfactory field report on utilization of seeds and test reports from Seed testing laboratories/ receipt of no complaint certificate from DDA or Zonal Manager. In case of any morphological variation on low germination on said lots, the 2<sup>nd</sup> party shall be solely responsible for taking back the seeds at their own cost and arrangement and also for any surplus left over stock seeds on the said lots.
  - b) The value of the said seed lots shall be deducted from the balance claim of the 2<sup>nd</sup> party.
4. Supplying agencies (2<sup>nd</sup> Party) will indemnify the Corporation for any loss liable to be sustained for payment of compensation as per the decision of any consumer forum/Court/Government.
5. Any request for revision of rates for supply of seeds shall not be considered by the First party during the contract period of supply.
6. The 2<sup>nd</sup> Party shall furnish the check list for final settlement of seed cost dues of their firms at Annexure-IV.

F. PENALTY

1. The Seed Producer/Firms will be solely responsible for the quality of seeds produced and complaints if any received at the field level and any legal



*J. J. J. J.*  
**Zonal Manager**  
Odisha State Seeds Corporation Ltd.  
Berhampur

consequences thereof including that of compensation payment as may be decided by any authority of Consumer Courts or other Court of law or Govt.

2. No supply would be made after the agreed cutoff date i.e. \_\_\_\_\_ (as per the date mentioned in the supply order) for Kharif and Rabi unless the First party communicates to the Second party the extension of date.

#### G. DELIVERY OF SEEDS.


1. The seed shall be dispatched by the Second party before the cutoff date mentioned above. The transit time will be included the cutoff date. The 2<sup>nd</sup> party shall deliver the required quantity of seeds on FOR destination basis.
2. While supplying the seeds, the details of variety, Lot No. and quantity should be clearly indicated in the challan and invoices.
3. The Loading and unloading charges shall be borne by the 2<sup>nd</sup> party.
4. In case the seed lots (whole or part thereof) supplied by the 2<sup>nd</sup> party remains unutilized by the 1<sup>st</sup> party and lying in the godowns of OSSC Ltd confirmation in writing is to be given to the 2<sup>nd</sup> party by the 1<sup>st</sup> party after end of the season. It

shall be the responsibility of the 2<sup>nd</sup> party to lift the said seed lots at their own arrangement and OSSC Ltd (1<sup>st</sup> party) will not held responsible for any deterioration of quality.



  
Zonal Manager  
Odisha State Seeds Corporation Ltd  
Berhampur

CERTIFIED  
No C.P. IN TRY.

  
S.C.C.C. BERHAMPUR



## H. RESOLUTION OF DISPUTE

1. In the event of any dispute/difference whatsoever arising between the parties relating to or arising out of the contract, the parties shall endeavor to resolve such dispute mutually.
2. In witness thereof the parties named above have put their seal and signature on this agreement at Berhampur Zone on the date mentioned above in presence of their witness whose signature has been put below.

Got Executed by

The party who executed the agreement

  
Signature of Second Party with seal

Name- Dr Durga Prasad Padhi

Address- Paralkhmundi

Designation-

Witness

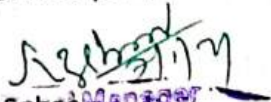
1. T. Raut

2.

Signature of Second party with seal



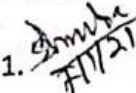
Signature of First party with seal

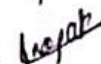
  
Name- Mr Subas Chandra Behera  
Berhampur

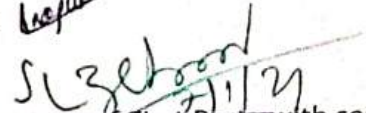
Address- Berhampur

Designation- Zonal Manager

Witness

1.   
TITAT

2.   
Lupak

  
Signature of First Party with seal  
ODISHA STATE SEEDS CORPORATION LTD.  
BERHAMPUR

CERTIFIED  
No C.P. IN TRY.

  
S.C.C. BERHAMPUR





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

ICAR-National Rice Research Institute,  
Cuttack, Odisha

निदेशक /DIRECTOR

भाकानुप-राष्ट्रीय चावल अनुसंधान संस्थान  
ICAR-National Rice Research Institute  
कटक/Cuttack-753008 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)

Tel No.

Date

Signature with Seal

निदेशक /DIRECTOR

भाकानुप-राष्ट्रीय चावल अनुसंधान संस्थान  
ICAR-National Rice Research Institute  
कटक/Cuttack-753008 ओडिशा /Odisha

Tel. No.

Date

Signature with Seal

VICE CHANCELLOR

Centurion University of Technology & Management  
ODISHA

Witness 1:

Witness 2:

Witness 1:

Witness 2:





## Exploring Sustainability Practices of Auroville

### Course: Sustainable Building and Architecture

#### **Objective:**

An immersive five-day program curated to explore sustainable building materials and practices of Auroville that utilize Earth and Bamboo.

#### **Outcome:**

Participants will gain practical knowledge and skills to integrate sustainable building materials into architectural projects, resulting in the ability to create buildings that minimize environmental impact, enhance occupant well-being, and contribute positively to the surrounding community.

### Course Details:

#### **1) Human Scapes Site Visit-**

Human Scapes is a collective housing project based on the 'co-housing concept' in Auroville, on a site of about 2,500 sqm. It is designed to demonstrate a living and evolving neighbourhood that mainstreams sustainable development and integral lifestyle. The design and planning intend to create a benchmark in energy, waste, and water use with solar passive buildings using low embodied building materials.

#### **2) Bamboo Centre Workshop-**

This module is composed of a theoretical introduction part and a hands-on workshop part.

This includes lectures on bamboo construction techniques, bamboo root system and bamboo growing process, bamboo usage, and product design with bamboo. The program will be complemented by a visit to the bamboo garden, the museum and the visit to tree houses made out of bamboo.

#### **3) Sacred Groves Workshop-**

In this module, students will get an opportunity to work with sustainable building materials and explore techniques and practices such as adobe brick making, mud plaster and lime plaster usage, cob building technique, lime mortar usage, lime wash, and clay wash.

**Credits:** 0-3-0.

## Course Flow

| Day                  | Schedule  | Nature           |
|----------------------|---|------------------|
| <b>Day 0</b>         | Check-in and Dinner at Tantos                     |                  |
| <b>Day 1</b>         |   |                  |
| <b>09:30 - 10:30</b> | Humanscapes Site Visit                            | Theory           |
| <b>10:40 - 12:00</b> | Auroville Bamboo Centre Introduction and workshop | Theory+ Activity |
| <b>12:00 - 13:15</b> | Lunch Break at Tantos                             |                  |
| <b>13:30 - 17:30</b> | Auroville Bamboo Centre workshop                  | Activity         |
| <b>20:00 - 21:00</b> | Dinner at dorm                                    |                  |

| Day 2                | Schedule                         | Nature   |
|----------------------|----------------------------------|----------|
| <b>09:30 - 12:30</b> | Auroville Bamboo Centre workshop | Activity |
| <b>12:30 - 13:30</b> | Lunch at GP Café                 |          |
| <b>13:40 - 17:30</b> | Auroville Bamboo Centre workshop | Activity |
| <b>20:00 - 21:00</b> | Dinner at dorm                   |          |

| Days 3, 4 & 5        | Schedule              | Nature           |
|----------------------|-----------------------|------------------|
| <b>09:30 - 12:30</b> | Sacred Grove workshop | Theory+ Activity |
| <b>12:30 - 13:30</b> | Lunch at GP Café      |                  |
| <b>13:40 - 17:30</b> | Sacred Grove workshop | Activity         |
| <b>20:00 - 21:00</b> | Dinner at dorm        |                  |
|                      |                       |                  |

## Costing:

| Cost Items                        | INR             |
|-----------------------------------|-----------------|
| <b>Accommodation</b>              | 47,500          |
| <b>Venue</b>                      | -               |
| <b>Transport</b>                  | -               |
| <b>Site visits</b>                | 107,420         |
| <b>Food</b>                       | 26,250          |
| <b>Facilitation</b>               | 46,945          |
| <b>Subtotal</b>                   | <b>228,115</b>  |
| <b>Taxes</b>                      | 41,061          |
| <b>Total Cost Bank Commission</b> | -               |
| <b>Total cost</b>                 | <b>269,176</b>  |
| <b>Per head cost</b>              | <b>13458.80</b> |





### Payable to:

Beneficiary: AUROVILLE CONSULTING  
Account no: 311 4956 1897  
Bank: STATE BANK OF INDIA  
Branch: AUROVILLE INTERNATIONAL TOWNSHIP  
Branch Code: 3160  
IFSC Code: SBIN0003160  
SWIFT Code: SBININBB474  
MICR Code: 60500200

### Payment terms

#### Payment:

Please arrange for payment in two rounds as per details below:  
First payment 60% of the quoted amount 2 months before the workshop  
Second payment of 40% of the quoted amount to be paid 1 month before the workshop starts.

#### Cancellation:

In case the tour is cancelled for any reason, we will refund 60% of the first payment, provided we are informed before 25 days. In case of reported alcohol or illegal drugs consumption the organizer will reserve the right to discontinue program attendance of registered participant without refund of participation fee.

### Please note

Alcohol is not permitted in Auroville guest houses/schools.  
Accommodation is a dorm.  
All meals are vegetarian.  
This program includes stay and all meals.  
Transportation within Auroville from site to site is not included but can be upon request.  
Program is subject to change due to the availability of facilitators.

#### Substitution

In case a facilitator is not available, or a site visit is not possible at the last minute due to any reason, we will substitute the session with another facilitator, relevant topic, or site visit.

#### Absenteeism

Our facilitators put considerable effort into preparing for the sessions. Participants are expected to be punctual for all the sessions. Facilitators may cancel the sessions on the spot if several participants are absent. No refund will be possible in such situations.

**Dress code**

The participants are expected to be dressed appropriately for the workshops. Cotton clothing is suitable for the weather

**Unacceptable incidents**

Consumption of alcohol, drugs, and any form of abusive or aggressive behavior is strictly not acceptable. Participants will be asked to leave the workshop immediately and will be subject to the laws as applicable.

**Indemnity**

In case of any loss of property or any injuries, Auroville Green Practices will not be liable for it.



## **MEMORANDUM OF UNDERSTANDING (MOU)**

This MOU for Sustainable Architecture Course is entered into on 09-05-2024 by and amongst:

Name: **Centurion University of Technology and Management** (hereinafter referred to as the “CUTM”, which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

Registered Office / Principal Office: Rajaseetapuram, Odisha 761211, Bhubaneswar

Represented by: Dr. Sangram Keshari Swain, Dean, Students' Welfare, CUTM, Odisha.

**AND**

Name: **Auroville Consulting** (hereinafter referred to as AVC, which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns)

Address: Kalpana, Crown Road, Auroville 605 101, Tamil Nadu, India

Represented by: Martin Scherfler, Co-Founder of Auroville Consulting

WHEREAS;

- Auroville Consulting is a unit of the non-for-profit Auroville Foundation. AVC collaborates with academic, private, and public sector partners both in India and internationally, helping to develop sustainable urban and industrial development policies, and ecologically friendly technologies, and conducts workshops and seminars to spread awareness and sustainability practices of Auroville.
- Centurion University is an educational institution offering courses in the graduate, postgraduate, doctoral, diploma, certification, and school levels of various subjects.
- CUTM & AVC have agreed to partner to provide re-occurring courses on sustainability-related subjects as a part of the skill domain for the students at Centurion University.

NOW THIS AGREEMENT witnesses as follows:

### **PURPOSE OF THE AGREEMENT**

The agreement is entered into with the purpose of providing skill courses, internships, workshops, study tours, and technical series in sustainability-related topics including but not limited to sustainable architecture, green building materials, climate-responsive design practices, sustainable resource

management, and landscaping design. These skill courses aim to bridge the gap between theory and on-field applications.

## **SCOPE OF THE AGREEMENT**

### **Responsibilities of AVC**

- Design and budgeting of skill courses, internships, workshops, study tours, and technical series in sustainability-related topics
- Managing course logistics and convening of courses
- Program evaluation and communication

### **Responsibilities of CUTM:**

- Marketing the skill courses on the university website and other platforms.
- Enrolment of participants and collection of course fees

## **GENERAL PROVISIONS**

### **A. AMENDMENT CLAUSE**

Either party may request changes to this MoU. Any changes, modifications, revisions or amendments to this MoU, which are mutually agreed upon by and between the parties to this MoU, shall be incorporated by written instrument and effective when executed and signed by all parties to this MoU.

### **B. TERM AND TERMINATION**

- 1) This MoU shall be in force for a period of 03 years from the date of signing of this Agreement. Upon completion of the term, the Agreement may be renewed at the option of both the Parties in writing on mutually agreed terms and conditions.
- 2) The MoU may be terminated by either party by giving 3 months of prior written notice to the other Party.

### **C. CANCELLATION POLICY**

- 1) If the program is cancelled by AVC any reason, 100% of the payment will be refunded.



- 2) If the program is cancelled by CUTM for any reason, 30% of the payment will be refunded, provided it is informed 10 days in advance.

#### D. ENTIRETY OF AGREEMENT

This MoU, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

#### E. SEVERABILITY

Should any portion of this MoU be judicially determined to be illegal or unenforceable, the remainder of the MoU shall continue in full force and effect, and the party may renegotiate the terms affected by the severance.

#### IN WITNESS WHEREOF,

This MOU has been signed by the duly authorized representatives of each Party hereto.

For,

**AUROVILLE CONSULTING**



Name: Martin Scherfler

Designation: Executive Director

Date: 09-05-2024

**CENTURION UNIVERSITY OF  
TECHNOLOGY AND MANAGEMENT**



Name: Dr. Sangram Keshari Swain,

Designation: Dean, Students' Welfare,

CUTM, Odisha

Date: 09-05-2024



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**Memorandum of Understanding**

**Between**

**Ashwini Group of Hospitals**

**And**

**Centurion University of Technology & Management (CUTM)**

This agreement is entered on 26<sup>th</sup> July, 2021 at Bhubaneswar.

**BETWEEN**

**Ashwini Group of Hospitals**, CDA, Sector 1, Cuttack, Odisha 753014 (A 350 bedded Multispecialty Hospital) hereinafter referred to as "Hospital" represented through its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)

**AND**

**Centurion University of Technology and Management (CUTM)**, Ramchandrapur, P.O.

– Jatni, Bhubaneswar, Dist: Khurda, Odisha, India, 752050, a NAAC A Grade accredited &

UGC notified multi sector State University, also notified as a Skills University by Govt. of Odisha, and Center of Excellence by Ministry of Skill Development & Entrepreneurship,



*Panda*



*Anita Patra*




91377  
14/7/21

CUTM  
BBSR Khr

102

x Gunanidhi Das



  
C.R. PRUSTY  
Stamp Vendor  
D.S.R., Bhubaneswar

Govt. of India, with its constituent campuses in Jatni, Paralakhemundi, Rayagada & Bolangir & AP. Hereinafter referred to as "CUTM" represented through its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)

CUTM has also constituted a **School of Paramedics & Allied Health Sciences (SPAHS)** which offers various certificate, diploma, degree & post graduate courses that are approved by DMET, Govt. of Odisha.

#### Towards

Building institutional collaboration towards clinical teaching, practical training, faculty development, internship training and placement of paramedical & allied health science students of the Centurion University of Technology and Management, Bhubaneswar

Whereas, CUTM's School of Paramedics and Allied Health Sciences is approved by State Allied Medical Council of Odisha or Director Medical Education & Training (DMET).

Whereas, CUTM is interested to send its students for practical training to the hospital as per the requirement of INC (Indian Nursing Council) & DMET guidelines, to which the Hospital is agreed to give practical exposure to the students of CUTM on the following terms and conditions:

1. This agreement shall be restricted to academic only cannot be used for commercial purpose.
2. The Students shall undergo training during the Shifts as per the protocol of the hospital.
3. CUTM shall furnish the name, address, photographs and other relevant details of the concerned student supported by documentary evidence, viz., Aadhaar Card, Voter ID, University ID Card to the hospital along with the department in which he/she wants to take training.
4. The Hospital shall issue temporary ID cards to the students during the period of training and the same shall be returned to the Hospital on the last day of completion of training at the Hospital. During the training, the students shall wear the temporary ID card, failing which they shall be treated as absent.
5. The responsibilities that the students have to discharge during the period of training at the Hospital shall be prepared by the hospital / Academic roster plan of the University as per the standard operating procedure and shall be communicated to the respective Student prior to the commencement of training at the Hospital.



*[Signature]*



*Anita Patra*



6. Upon successful completion of the training each of the students will be awarded with a Training Completion Certificate by the Hospital.
7. Upon completion of successful training, the Hospital shall not be duty bound to absorb any of the students. However hospital is at liberty to take the selected students in its payroll based on the performance and evaluation as well as on completion of the course.

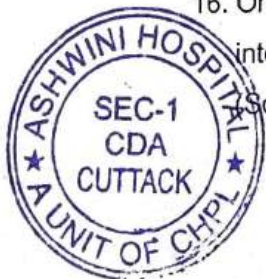
8. **Reporting:**

The students shall report administratively to Nursing Superintendent of the Hospital.

**Candidates' Discipline and Behaviour:**

The students shall abide by the rules, regulations and standard operating procedure of the Hospital. This shall include but not limited to punctuality, grooming, communication etiquettes, disciplined behavior and obligation towards patient care etc. Any consequential effect arising to the student during the training period while implementing the standard operating procedure, the Hospital shall not be held responsible for the same.

9. During the period of training, if any mishap occurs at the workplace, the hospital shall not be held responsible for the same. The students shall undergo the training purely at his/her own risk.
10. During the period of training the Student shall not be eligible for any remuneration.
11. The Hospital reserves its right to withhold the training of any or all of the Students for any violation of the Rules, Regulations and standard operating procedure of the Hospital. The students shall strictly adhere to the confidentiality guidelines of the Hospital.
12. **The Student Internship opportunity provided to the students in no way ascertains any commitment to give any job opportunity or placement in any way and it is the sole discretion of the other party**
13. The Hospital reserves its right to terminate the MOU for any disciplinary issues, even without serving any prior notice to CUTM. However, The Hospital and CUTM individually is at liberty to terminate the agreement by giving two months' notice to the other party in writing.
14. Onus lies on CUTM to bear the cost of accommodation, transportation and food expenses of the students during the tenure of the agreement.
15. CUTM shall not utilize name and logo of the hospital in any form without written permission of the hospital.
16. Onus lies on CUTM to send minimum **30** Students (which may exceed), for six-month internship in the hospital along with regular training. The courses offered by CUTM (SoPAHS) and intake capacity of the course are attached in **ANNEXURE 1**.



*Banda*



*Anita Patra*

**17. Indemnification:**

CUTM shall indemnify and continue to indemnify to the Hospital against all proceedings, claims, demands and financial loss, if any, in respect thereof pertaining to the training and any act of the Students during the period of training.

**Duration:**

The MOU shall be for a period of **5 years** with effect from the date of signing of the MoU and will be automatically extended for a similar period of 5 years unless otherwise agreed by writing.

**18. General:**

CUTM shall not utilize the name and logo of the hospital for the purpose of advertisement in any form.

19. Any dispute arising between the parties shall be resolved by amicable settlement and in case of failure shall abide by the jurisdiction at Bhubaneswar.

Signed on - \_\_\_\_

For Ashwini Group of Hospitals

*for Patra*

Dr. Maya Gantayat,  
Managing Director & Co-Founder



WITNESSESS:

*Ch. Prasad Rao*

28/7/2021

PA to MD, Ashwini Hospital,  
Cuttack - 753014

For Centurion University of Technology &  
Management, Bhubaneswar, Odisha

*Anita Patra*

(Prof. Anita Patra), Registrar,  
Centurion University of Technology &  
Management, Bhubaneswar, Odisha



WITNESSESS:

*DEAN*

*SAHMS*

Centurion University of Technology &  
Management, Bhubaneswar



[illegible]

## Annexure 2

### Internship/ Project Amendment at Ashwini Hospital

**Internship:**

**Internship:**  
The Internship of the students of SoPAHS will be carried out at the Hospital as approved by the University. The Internship component shall have 100 percentage points divided equally between Internal and External evaluation.

The Segregation of marks for the purpose of Evaluation will be as follows:

- The Segregation of marks for the purpose of Evaluation will be as follows:
- (i) Log report/ daily report (signed by Company person/ Organization in the field) - 10% weightage
  - (ii) Report submission (log report to be a part of the report) - 20% weightage
  - (iii) Assessment by the Organization where internship is carried out - 40% weightage
  - (iv) Presentation and Viva at Department level - 20% weightage.
  - (v) Clinical case study - 10% weightage

(ii) Report submission (log report to be a part of the report) - 20% weightage

(iii) Assessment by the Organization where internship is carried out - 40% weightage

(iv) Presentation and Viva at Department level - 20% weightage.

(v) Clinical case study - 10% weightage

**Project:**

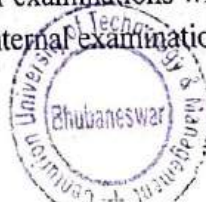
**Project:**  
The Project work is to be carried out by the Intern in their Final Semester, parallel to Internship curriculum at the respective Hospital. Each student shall do a project/ dissertation under the supervision of a Supervisor as a part of the Course structure. The evaluation shall be done by a committee of teachers including an External Expert where the Project Supervisor shall be a member. The relative weightage of the components is provided in Annexure I.

**Grading System:**

**Grading System:**  
University follows a nine-point grading system on base of 10-point scale according to the performance of a student in all subject items. The regulation for grades along with the corresponding grade points will be based on the Examination Policy by the University.

**Attendance rules:**

**Attendance Rules:**  
Minimum attendance requirement for appearing for examinations will be 75%. The same attendance rules will be applicable for appearing internal examination as well. Condoning of



Anita Patra

the minimum attendance either due to medical or any other reasons as allowed by the Dean of the School remains limited to a maximum of 10%. The Overall weightage of attendance is 5% and the segregation of marks for attendance is as follows:

Attendance (Overall weightage 5%)

- 90% & above = 5 marks
- 85% - 89% = 4 marks
- 80% - 84% = 3 marks
- 75% - 79% = 2 marks

The attendance at the work place is to be monitored on a regular basis by the assigned Supervisor in the format attached in the Annexure II.

### Annexure 3

### EVALUATION OF PROJECT COMPONENT

The evaluation of the project component will be completed 50% by concerned faculty and 50% by the external examiner from the Hospital and will be conducted as per the policy of the University. Following guideline may be referred during evaluation of internal and external components:

#### Internal

|   |   |           |
|---|---|-----------|
| A | Understanding the relevance, scope and dimension of the project | 05        |
| B | Relation to literature/ application                             | 05        |
| C | Methodology   | 10        |
| D | Quality of Analysis and Results                                 | 10        |
| E | Interpretations and Conclusions                                 | 10        |
| F | Report  | 10        |
|   | <b>TOTAL</b>  | <b>50</b> |

#### External

|   |   |           |
|---|---|-----------|
| A | Understanding the relevance, scope and dimension of the project | 10        |
| B | Report  | 20        |
| C | Defence   | 20        |
|   | <b>TOTAL</b>  | <b>50</b> |

Note: Evaluation of internships will follow the existing policy.



Anita Patel





| COURSES OFFERED BY SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES, CUTM |   |   |          |                        |
|--|---|---|----------|------------------------|
| Sl.No.   | Course Name                                   | Eligibility Criteria  | Duration | Intake Capacity        |
| 1  | M.Sc In Medical Lab Technology                | BSc in Life Science, Biology, BAMS, BHMS, Biotechnology, B Pharma   | 2 Years  | 60                     |
| 2  | M.Sc In Applied Clinical Microbiology         | BSc in Life Science, Biology, BAMS, BHMS, Biotechnology, B Pharma   | 2 Years  | 60                     |
| 3  | M.Sc In Optometry                             | B.Sc In Optometry   | 2 Years  | 30                     |
| 4  | B.Sc In Medical Lab Technology                | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 3 Years  | 60                     |
| 5  | B.Sc In Applied Clinical Microbiology         | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 3 Years  | 60                     |
| 6  | B.Sc In Medical Radiation Technology          | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 3 Years  | 60                     |
| 7  | B.Sc In Optometry                             | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 4 Years  | 60                     |
| 8  | B.Sc In Anesthesia Technology                 | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 3 Years  | 60                     |
| 9  | B.Sc In Emergency Medicine Technology         | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 3 Years  | 60                     |
| 10   | B.Sc. In Operation Theatre Technology         | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 3 Years  | 60                     |
| 11   | Bachelor In Physiotherapy (BPT)               | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks                          | 4 Years  | 40                     |
| 12   | Diploma in Medical Lab Technology(DMLT)       | Pass in +2 Science with Biology and/or Mathematics as one of the subjects from a recognized board of the country. | 2 years  | 40 (Course Under DMET) |
| 13   | Diploma in Medical Radiology Technology(DMRT) | Pass in +2 Science with Biology and/or Mathematics as one of the subjects from a recognized board of the country. | 2 years  | 40(Course Under DMET)  |

## ANNEXURE 1

|    |   |                       |          |                       |
|----|---|-----------------------|----------|-----------------------|
| 14 | Diploma in Medical Lab Technology(DMLT)       | Pass in +2 Science    | 2 years  | 50(Course Under NIOS) |
| 15 | Diploma in Medical Radiology Technology(DMRT) | Pass in +2 Science    | 2 years  | 50(Course Under NIOS) |
| 16 | Certified Ophthalmic Assistant                | +2 Sciences           | 2 Years  | 30                    |
| 17 | Certified Ophthalmic Surgical Assistant       | +2 Sciences           | 2 Years  | 30                    |
| 18 | Certified OT Technician                       | +2 Sciences           | 1 Year   | 30                    |
| 19 | Certified Dialysis Technician                 | +2 Sciences           | 1 Year   | 30                    |
| 20 | Certified ECG Technician                      | 10 <sup>th</sup> std. | 6 months | 30                    |
| 21 | Certified EEG Technician                      | 10 <sup>th</sup> std. | 6 months | 30                    |
| 22 | Certified Ward Technician                     | 10 <sup>th</sup> std. | 6 months | 30                    |
| 23 | Certified EMG Technician                      | 10 <sup>th</sup> std. | 6 months | 30                    |
| 24 | Certified Blood collection Technician         | 10 <sup>th</sup> std. | 6 months | 30                    |





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### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made on this 31<sup>st</sup> MARCH 2022

BETWEEN

**Madhusudan Das Regional Academy of Financial Management, Chandrasekharpur, Bhubaneswar 751023, of the FIRST PART** (hereinafter referred to as 'MDRAFM', which expression shall where the context so admits include its successors and permitted assigns).

AND

**Centurion University of Technology and Management, Bhubaneswar, a state private University established under the Centurion University Act No. 4 of State Legislature of Odisha, 2010, having its Corporate Office at HIG-4, Floors 1&2, Jaydev Vihar, Bhubaneswar 751013, Odisha, of the SECOND PART** (hereinafter referred to as 'CUTM', which expression shall where the context so admits include its successors and permitted assigns).

WHEREAS MDRAFM being desirous of awarding Post Graduate Diploma in Financial Management (PGDFM) to its OFS probationers presently undergoing induction training, decided to collaborate with CUTM to award PGDFM as a part of the induction training program, as approved by the Government of Odisha.

This Memorandum of Agreement (MOA) defines the role and responsibilities of the collaboration and training to officers designated by MDRAFM.



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Stamp Vendor  
Bhubaneswar Court





#### **1.0 Role of MDRAFM, Bhubaneswar**

- 1.1 To provide funds for training as per schedule annexed. Details of funds to be provided are given in Annexure-1.
- 1.2 List of participants to be announced and shared to CUTM 15 days before the start of the training program, or immediately before the date of the start of the training program.
- 1.3. Post Graduate Diploma in Financial Management (PGDFM) will be offered as a part of twelve months induction training program and will be imparted during the induction training period. Three months hybrid program (as per details mentioned in Annexure-2), which inter alia constitutes a part of the PGDFM course to be delivered by CUTM as agreed upon.
- 1.4 PGDFM course will be jointly offered as per outline by MDRAFM and CUTM, post-which the assessment and evaluation for every candidates successfully being completed will be eligible for certification.

#### **2.0. Role of CUTM, Bhubaneswar**

- 2.1 To be responsible for providing training as per the schedule (Annexure-2) and the course curriculum (Annexure-2A/2B) agreed for the said duration of time.
- 2.2 To customize and design modules for eight (8) different papers, containing twelve (12) different subparts / topics (Annexure-2A) as discussed and agreed with MDRAFM.
- 2.3 To finalize the delivery model and preparation of the training calendar.
- 2.4 To be responsible to assess and certify the designated participants at the end of the program as per the Annexures-2/2A/2B attached (after successful completion of 585 hours, of which 360 hours of theory and 225 hours of project work.
- 2.5 To conduct the assessment of participants in terms of GRADES, varying from A to E (A being the highest score and E being the lowest score), without resorting to PASS / FAIL pattern.
- 2.6 To provide resource personnel for imparting campus based skill development training to MDRAFM participants.
- 2.7 To prepare and submit all periodical reports and other documents that would be required by MDRAFM.
- 2.8 To ensure effective utilization of the amount released by MDRAFM for the purpose, for which it was sanctioned and ensure timely progress of the project.

#### **3.0 Duration of the Project**

- 3.1 Duration of the project shall be 585 hours/12 months/1 year.
- 3.2 While this program shall be offered initially to the OFS Probationers (2019 batch), the same may be extended to subsequent batches subject to satisfactory completion of the program for this batch (2019), the satisfaction of MDRAFM, and approval of the Govt. in Finance Department.

#### **4.0 Secrecy**

- 4.1 It is hereby agreed that the participation agencies shall keep information and data collected completely secret provided that the right to transfer the technology shall rest with MDRAFM in mutual consent with CUTM.



## **5.0 Implementation & Monitoring**

5.1 In order to support implementation of this Partnership, MDRAFM & CUTM will be responsible for the operationalization of this MOA and to ensure timely deliverables. A person will be designated by CUTM for this purpose and similarly MDRAFM will also put in place a senior officer/ team of officers to coordinate with CUTM for day to day coordination and ensure timely action required for smooth implementation of Partnership.

5.2 The progress and implementation of the program and proper utilization of funds shall be reviewed by MDRAFM and CUTM.

## **6.0 Duration of Memorandum of Agreement**

6.1 This MOA will remain in force for the duration of the project and until all claims are settled between MDRAFM and CUTM for the PGDFM course of OFS probationers, vide Para 3.2 above.

## **7.0 Force Majeure**

7.1 **Definition:** For the purposes of this MOA, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this MOA, and avoid or overcome in the carrying out of its obligations. Force Majeure shall not include insufficiency of funds or failure to make any payment required.

## **8.0 No Breach of MOA**

8.1 The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, this MOA in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this MOA.

## **9.0 Amendments**

9.1 This MOA may be amended by mutual written agreement of the parties. Any amendment will be without prejudice to any rights or obligation incurred under this MOA or supplementary agreement thereto reached pursuant prior to the effective date of such amendment.

## **10.0 Arbitration**

10.1 As a general principle, the MDRAFM and the CUTM shall work in a cohesive and cooperative environment & in case any dispute further arises, the same may be referred to a mutually agreed arbitrator duly appointed by the authorized signatories of two parties of this MOA, whose decision shall be final and binding on the parties.





SIGNED BY THE AUTHORISED SIGNATORIES OF THE SAID TWO PARTIES (MDRAFM & CUTM):

*Nihar Ranjan Swain*  
31/03/22  
Authorised Signatory, MDRAFM  
Name: Sri Nihar Ranjan Swain  
Designation: Director  
Address: Chandrasekharapur, Bhubaneswar 751023, Odisha

DIRECTOR  
Madhusudan Das Regional  
Academy of Financial Management  
BHUBANESWAR

*Supriya Pattanayak*  
Authorised Signatory, CUTM  
Name: Dr (Prof) Supriya Pattanayak  
Designation: Vice Chancellor  
Address: HIG-4, Floors 1&2, Jaydev Vihar, Bhubaneswar 751013, Odisha

VICE CHANCELLOR  
Centurion University of Technology & Management  
ODISHA

IN THE PRESENCE OF WITNESSES:

1. Name Binepani Nayak

*Binepani Nayak*  
Authorised Signatory, MDRAFM

(Party of the First Part)

Address MDRAFM, Bhubaneswar

2. Name K.V.D. Pukhet

*K.V.D. Pukhet*  
Authorised Signatory, CUTM  
(Party of the Second Part)

Address Centurion University  
of Technology and Management  
Bhubaneswar.







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Bipartite agreement and memorandum of understanding between

Sankara Eye Hospital, Samarjhola, Ganjam and The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar for Building institutional collaboration towards clinical teaching, practical training, internship training and placement of paramedical and allied health science students of the Centurion University

This Articles of agreement made on this day August 24, 2019 in Bhubaneswar between

*The Chief Executive Officer, Sankara Eye Hospital*, with its registered office located in 1 Third Cross Street, Sri Sankara Nagar, Pammal, Chennai and clinic / hospital located at Samarjhola, Hinjicut, District Ganjam, Odisha herein after called as **First party**

And

*The Registrar, Centurion University of Technology & Management*, with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as **Second party**

For implementation of Building institutional collaboration towards clinical teaching, practical training, internship training and placement of paramedical and allied health science students of the Centurion University henceforth referred to as the **Project** for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions

#### Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, academic institution offering undergraduate and skill building courses on paramedic and allied health sciences in eye care like B. Optometry, and HSSC approved skill building courses e.g., Refractionist and Vision Technician



*Chief Executive Officer*  
Sankara Eye Hospital  
Samarjhola, Dist.- Ganjam



*Anita Patra*



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Y Gnanadhi Das



The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The Sankara Eye Hospitals, situated in Ganjam was established in 2016. It is a reputed and recognized and considered best and largest clinical establishment providing speciality and community eye care services in south Odisha with almost 200 outpatient cases per day. It has achieved a target of 200,000 patients in last 3 years. It is a public charitable trust with its headquarters at Pammal, Chennai and part of the 13 Sankara Eye Hospital chain. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor & indoor services in the domain of primary, secondary & tertiary eye care services.

The Sankara Eye Hospitals, Ganjam is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical and managerial support towards the following activities:**
  - Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
  - Participate as resource persons for conducting internal assessment, external assessment and faculty development.
- **Providing support in organizing an industry visit and conduct primary orientation on eye care industry perspectives to B. Optometry and Skill development course students after their joining the course by SPAHS, CUTM Jatni for 1 day.**
- **Providing clinical teaching and practical training opportunity under supervision in eye care clinical / industry setup for**
  - 15-21 days under supervision as per course content during 3<sup>rd</sup> and 5<sup>th</sup> semester of B. Optometry course
  - 07-10 days in the 2<sup>nd</sup> and 3<sup>rd</sup> month of Vision Technician and Refractionist course.
- **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
  - 1 year during 7<sup>th</sup> & 8<sup>th</sup> semester as per course content of B. Optometry students with extended privilege of 5 seats every year as per mutual agreement
  - 6 months for post completion of skill training course content of VT/RT
- **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
  - B. Optometry students after successful graduation.
  - VT/RT skill development students after successful completion of the course and certification by HSSC.

That, both the parties agrees to implement the **project** whose details are given in Annexure-1.

The implementation of the project would take place in the Sankara Eye Hospitals, Ganjam and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus and in the School of Applied Sciences, Centurion University of Technology & Management, Paralakhemundi campus.

The timeline for implementation of the project would be from August 24, 2019 onwards for a period of 5 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.



*[Signature]*  
Chief Executive Officer  
Sankara Eye Hospital  
Samarjhola, Dist.- Ganjam



*[Signature]*  
Anita Patra



The roles and responsibilities for implementation of the project would be shared between partners as per details given below:


**Roles of the first party:**

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the 2<sup>nd</sup> party to implement project as per timeline.
2. The first party will nominate three officials for representing 1<sup>st</sup> party in the Executive committee like, Nominee of the Management, Medical Director and Hospital Manager.
3. The first party will be responsible for jointly designing of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to design/modify courses to make them health sector industry oriented.
4. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/teaching and health research activities in SPAHS, CUTM and in Sankara Eye Hospital, Ganjam as per subject domain.
5. The first party would remain responsible for monitoring the quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2<sup>nd</sup> party. The 1<sup>st</sup> party would be responsible to give feedback based on monitoring observations to the 2<sup>nd</sup> party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.
7. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2<sup>nd</sup> party to facilitate implementation of the project as per timeline.

**Roles of the second party:**

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1<sup>st</sup> party to move the project as per timeline.
2. The second party will nominate three officials for representing 2<sup>nd</sup> party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.
4. The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for providing managerial, logistics support for delivering the clinical services in the CUTM as a clinical establishment.
6. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.
7. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1<sup>st</sup> party.
8. The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1<sup>st</sup> party to facilitate implementation of the project as per timeline.
9. The second party will be responsible for making due payments to the 1<sup>st</sup> party for all clinical and training services and repay cost of consumables.



  
Chief Executive Officer  
Sankara Eye Hospital  
Samarjhola, Dist.- Ganjam








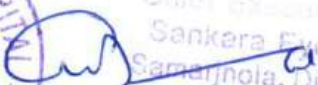
That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.


That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.


In witness thereof, the Chief Executive Officer, Sankara Eye Hospitals, Ganjam and the Registrar, Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.

 Signature   
Veteran Air Cmde Mr. Arvind Mohanty  
Chief executive Officer,  
Sankara Eye Hospital,  
Ganjam

Name *Biswa Prakash Samaz*  
Address *Sankara Eye Hospital,*  
Witness-1 

Witness-2

Signature   
Prof. Anita Patra,  
Registrar,  
Centurion University of Technology & Management,  
Bhubaneswar

 Name: *Sanjay Kumar Gouda*  
Address *Centurion University.*  
Witness-1

Witness-2



**Annexure 1**

**SANKARA EYE HOSPITAL, GANJAM AND  
THE SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES, CENURION UNIVERSITY OF TECHNOLOGY AND  
MANAGEMENT**

**PROPOSED PARTNERSHIP MATRIX**

| FOCUS AREAS OF PARTNERSHIP  | ROLES AND RESPONSIBILITIES: SEH  | ROLES AND RESPONSIBILITIES: CUTM   | RESOURCE SHARING MATRIX  |  |
|---|--|--|--|--|
|   |  |  | SEH  | CUTM   |
| Course curriculum review , up-gradation of existing courses and starting of new courses:<br>a) B. Optometry (MoH&FW)<br>b) Integrated VT/ RT skill development course (HSSC)<br>c) M. Optometry by 2020 | Participate in professional expert committee for:<br>a) Curriculum reviews and improvement for industry oriented and skill focused approach<br>b) Support development of new courses<br>c) Coordinate with industry partners for industry review<br>d) Technical support for Laboratory up-gradation | Constitute professional expert committee for:<br>a) Curriculum reviews and improvement<br>b) Support development of new courses<br>c) Coordinate with universities for academic reviews<br>d) Offer national and international university engagement | SEH<br>Technical support in the form of deputation of professionals/ doctors | Logistics and management support<br>Resource sharing @ Rs. 5000.00/ day for engagement of professional personnel   |
| Teaching: Theory  | Offsite deputation of trainer for 5-7 days in Bhubaneswar/ Paralakhemundi campus   | Accommodation & Food<br>Travel support by Vehicle  | Staff work days for 5-7 days per semester                                    | Logistic support<br>Resource sharing<br>Honorarium @ Rs. 2000.00/ day  |
| Training: Practical   | Providing opportunity for bedside teaching training by qualified resource persons<br>Onsite deputation of trainers as per need   | Travel of the students for practical training<br>Planning and organising the activity in close collaboration   | Staff work days for 15-21 days per semester                                  | Logistic support<br>Resource sharing for UG & PG for the whole period @ Rs. 1000per 3 <sup>rd</sup> sem.student<br>@ Rs. 1500 per 5 <sup>th</sup> sem.students |
| Training: Internship  | Providing opportunity for 12 months' work in clinical setup as routine internship under supervision  | Travel support for the student<br>Coordinate and visit the internship sites  | Institutional cost   | Resource sharing for UG & PG @ Rs. 50000 for 1 yr/ student   |
| Training: Assessment  | Participate/ Support internal assessment<br>Conduct external assessment as industry partner  | Accommodation & Food<br>Travel support by Vehicle/AC 2 tier to & fro   | Staff work days 2 days / semester  | Logistic support<br>Honorarium @ Rs. 2000.00 / day   |
| Quality assurance:  | Faculty up-skilling in clinical environment<br>Faculty orientation on Healthcare sector industry<br>Periodic quality monitoring and feedback on quality of training  | Strengthen training infrastructure & class room transactions<br>Use of internet and web materials<br>Strengthening resource pool and library   | Training support<br>Institutional cost<br>Staff work days 5-7 days per year  | Logistic support<br>Honorarium @ Rs. 2000.00/ day  |
| Research:   | Planning for community level eye care research & services  | Create Operational/ Field research opportunity   | Technical support; staff time  | Supervisory support ; staff time   |
| Clinical establishment services:  | Support establish offsite branch with visiting doctors   | Provide infrastructure and facilitate branding / marketing of partners   | Technical support  |  |

Updated on 24 August 2019

*(Signature)*

Executive Officer,  
Sankara Eye Hospital,  
Ganjam, Dist.- Ganjam



*(Signature)*  
Anita Patra



**Annexure 2**  
**Building academia-healthcare industry institutional collaboration between**  
**ECOS Eye Hospital and**  
**School of Paramedic and Allied Health Sciences, Centurion University of Technology & Management**

| Sl.#  | Ongoing courses:<br><i>Under graduate &amp; Post Graduate</i>   | Sl.#  | Proposed New Courses:<br><i>Undergraduate</i>   |
|-------|---|-------|---|
| A.1   | <b>Medical Laboratory Technology:</b> <ul style="list-style-type: none"> <li>DMLT (2 yrs 3 months);</li> <li>B. Sc. Medical Lab Technology (3 yrs.);</li> <li>B. Sc. Clinical Microbiology (3 yrs.);</li> <li>M. Sc. MLT (2 yrs);</li> <li>M. Sc. Clinical Microbiology (2 yrs.)</li> </ul> | B.1   | <b>Cardiac Care Technology&amp; ICU Technology:</b> <ul style="list-style-type: none"> <li>B. AHS- CCT&amp; ICUT (4 yrs)</li> </ul> |
| A.2   | <b>Radiology &amp; Imaging Technology:</b> <ul style="list-style-type: none"> <li>DMRT (2 yrs 3 months)</li> <li>B. Sc. RIT (3 yrs.)</li> </ul>   | B.2   | <b>Dialysis Technology:</b> <ul style="list-style-type: none"> <li>B. Sc. DT (3.5 yrs)</li> </ul>                                   |
| A.3   | <b>Optometry:</b> <ul style="list-style-type: none"> <li>B. Optometry (4 yrs)</li> </ul>  | B.3   | <b>OT and Anaesthesia Technology:</b> <ul style="list-style-type: none"> <li>B. Sc. AHS OTT &amp; AT (4 yrs)</li> </ul>             |
|       |   | B.5   | <b>Emergency Medical Care Technology:</b> <ul style="list-style-type: none"> <li>B. Sc. EMCT (3.5 yrs)</li> </ul>                   |
|       |   | B.6   | <b>Physiotherapy</b> <ul style="list-style-type: none"> <li>B. PT (4 yrs)</li> </ul>  |
| Sl. # | <b>Ongoing certificate courses under HSSC Skill Development</b>   | Sl. # | <b>Proposed new certificate courses under HSSC Skill Development program</b>  |
| C.1   | <b>Medical Laboratory Technology: (1 yr.)</b>   | D.1   | <b>Cardiac Care and ICU Technician: 1 year</b>  |
| C.2   | <b>Operation Theater Technology: (1 yr.)</b>  | D.2   | <b>X- Ray and Radiology Technician: 1 year</b>  |
| C.3   | <b>General Duty Assistant:( 6 months)</b>   | D.3   | <b>Nursing Aide: 1 year</b>   |
| C.4   | <b>Phlebotomy Technician: ( 6 months)</b>   | D.4   | <b>Diabetic care Management: 1 year</b>   |
|       |   | D.5   | <b>Blood Bank Technician: 1 year</b>  |
|       |   | D.6   | <b>Emergency Medical Care Technology: 1 year</b>  |
|       |   | D.7   | <b>Vision Technician and Refractionist (1 yr.)</b>  |
|       |   | D.8   | <b>Dialysis Technician: 1 year</b>  |
|       |   | D.9   | <b>OT &amp; Anaesthesiology Technician: 1 year</b>  |
|       |   | D.10  | <b>Asst. Physiotherapy Technician: 1 year</b>   |
|       |   | D.11  | <b>Health Informatics &amp; Data Management: 1 year</b>   |

Updated on August 24, 2019

Chief Executive Officer  
 Saktera Eye Hospital  
 Samarjhola, Dist.- Ganjam



Updated on 24 August 2019





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P 538026

**Memorandum of Understanding  
between  
Centurion University of Technology and Management  
and  
Enola Pharmaceuticals Private Limited**

This **Memorandum of Understanding (MoU)** is made on this 1<sup>st</sup> day of November 2023, at Hyderabad

BY AND BETWEEN

**The Centurion University of Technology and Management (CUTM)**, Ramchandrapur, P.O. Jatni, Bhubaneswar, District: Khurda, Odisha, India, 752050, a NAAC A+ Grade accredited & UGC notified multi sector state University, also notified as a Skills University by Govt. of Odisha and Center of Excellence by Ministry of Skill Development & Entrepreneurship, Govt. of India, with its constituent campuses in Jatni, Paralakhemundi, Rayagada, Bolangir, Baleswar, Chhatrapur and Viskahpatnam (hereinafter referred to as "CUTM") represented through its Authorized Signatory which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns.

AND

**ENOLA PHARMACEUTICALS PRIVATE LIMITED**, a company incorporated under the laws of India, having its registered office at Flat No101 Mourya Marvel Apt Plot No36, Vinayaka Nagar Near Eptri Gachibowli M Road, Gachibowli, Serilingampally, K.V. Rangareddy-500032, Telangana (hereinafter referred as "ENOLA") which term shall mean and include its successors in interest and assigns of other part.

CENTURION and ENOLA are individually referred as party and jointly referred as parties.



**WHEREAS**, CENTURION is carrying out academic activities such as teaching and training students at the under graduate and post graduate levels as well as carrying out research leading to M.Pharm and Ph.D. degrees, besides undertaking industrial consultancy and sponsored research and has highly qualified teaching faculty and well-equipped infrastructure such as land, building, computer, canteen, library, laboratories, workshops, etc. CENTURION has set standards in experiential education and knowledge creation across various fields, and it has reached beyond borders of universities and corporate across India and the World.

**WHEREAS** ENOLA is engaged inter alia in the business of manufacturing and/or marketing of various pharmaceutical products

### **PURPOSE OF THIS MOU:**

CENTURION and ENOLA have arrived at an arrangement for CENTURION's student internship program at ENOLA and research publications and utilization of resources at CENTURION Research labs. This MoU is an understanding between the Parties to collaborate and conduct research and development programs on the following terms & conditions which are binding upon the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

### **The MoU envisages the following:**

Collaborative technical and development activities in the field of research are listed below. The following activities will be carried out between ENOLA and School of Pharmacy & Life Sciences of CENTURION.

#### **1. Scope**

##### **1.1. Research Publication:**

While it is assumed that results of any joint research project shall be jointly published, each party reserves the right to publish its own results that have been generated in the course of such research project. ENOLA and CENTURION agree to abide by the policies of any journals in which its research may be published including such matters as the public release or availability of data or materials relating to the publication provided that any requirements inconsistent with the terms herein will first be discussed among the researchers of the participating institutions. Authorship will be based on contributions to the research and in accordance with academic standards and custom. Proper acknowledgment will be made for the contributions of each party to the results being published.

Publication of results shall include, but not be limited to, the publication of such results in any journal, magazine, website, newspaper article or any other written form of conveyance including posters that are commonly used at scientific meetings as well as any oral presentation of such results in any public forum of meeting.





## 1.2. Exchange of Knowledge

- (a) Student internship program to help CENTURION students gain industry experience, exchange programme enabling the faculty members of CENTURION, to work for short periods in ENOLA and the resource persons of ENOLA to serve as visiting faculty in the identified programmes / areas. ENOLA will pay a stipend to the Centurion resources (students/faculties) subject to the mutual agreed amount.
- (b) Any student(s) undergoing internship with ENOLA, if found violating ENOLA policies, rules and regulations or indulging in such activities that amounts to tarnishing the image of ENOLA, or causing damage to the person and/or property of ENOLA or any other misconduct, such student's internship program at ENOLA would be terminated. ENOLA's decision as to student's misconduct will be final and binding on both students and CENTURION. ENOLA would not be liable for any payment as compensation or damages for such termination.
- (c) student(s) shall devote their best efforts for attending any internship and shall maintain at least 90% attendance every month and provide written intimation for any absence to ENOLA. In the event of continuous fifteen (15) days absence without satisfactory justification, such student's internship program at ENOLA will be terminated automatically, except in unavoidable circumstances with prior approval.

## 1.3. Sharing of Facilities

CENTURION agreed to share its R&D facilities in order to promote academic research as a part of internship offering.

## 2. CONFIDENTIALITY

The parties hereby agree not to disclose or divulge any confidential information which is not available to public but received from a party to any third person.

- (a) Confidential Information" shall mean all information provided by ENOLA ("Disclosing Party") to CENTURION ("Receiving Party") or accessed by Receiving Party in the performance of the MOU, whether in writing, pictorially, in machine readable form, orally or by observation during visits to Disclosing Party's premises, including but not limited to: means and includes all registered or unregistered Intellectual Property, proprietary information, brand plans, financial information, know-how, processes, trade secrets, technology, Inventions, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing, business records, business strategies and any other information so classified by a party to be Confidential Information, provided that Confidential Information excludes any information which:
  - i. is in the public domain,
  - ii. was available to Receiving Party from a source other than the Disclosing Party,
  - iii. becomes public knowledge or comes into the public domain through no action, failure to act or omission of the Receiving Party subsequent to disclosure, or becomes available to the Receiving Party from a third party who has not obtained it in breach of any agreement with the Disclosing Party.



- (b) The confidentiality obligations under this clause shall extend to a period of two (2) years from the date of termination or expiration of this MOU
- (c) The Parties recognize that, by virtue of this MOU, they may be given and have access to Confidential Information. Receiving Party undertakes 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 MOU) 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 MOU, 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.
- (d) The Receiving Party agrees to maintain the Disclosing Party's Confidential Information with at least the same degree of care it holds its own information and, in any case, not less than a reasonable degree of care. The Confidential Information shall be used solely for the purpose of this MOU and will be kept strictly confidential by the Receiving Party and shall not be disclosed, in whole or in part, to any other person or party without Disclosing Party's prior permission in writing. The Receiving Party may disclose the Disclosing Party's Confidential Information only to its officers and employees concerned with the relevant activity of Receiving Party in which the Representative is involved, which may include the students of CENTURION only if agreed by ENOLA in writing ("Representatives") provided (i) the Representative has a need to know such information for such activity; (ii) the disclosure is limited to the purpose of conducting such activity and (iii) Representatives will be informed of the confidential nature of the information and shall be bound by similar obligations of confidentiality and non-use as are contained in this MOU.
- (e) The Receiving Party hereby undertakes on behalf of itself and Representative to keep the Confidential Information safe and secure at all times and separate from any other information, not to use, reproduce, transform or store any of the Confidential Information on an externally accessible computer or electronic information system or transmit it in any form outside its normal place of business or is not disclosed or duplicated for the use of any third party.
- (f) Notwithstanding anything to the contrary contained in this MOU, it is agreed between the parties and CENTURION hereby acknowledges that ENOLA, its group companies and/or its or their authorized third parties shall have access to the contents of this MOU including personal information and sensitive personal data or information of CENTURION as contained in this MOU or as may be exchanged whilst performing the obligations under this MOU. CENTURION hereby expressly permits such disclosure and waives any right to object in future.
- (g) CENTURION acknowledges and understands the sensitivity of the Confidential Information to which its Representatives may have access to while at any ENOLA facilities or premises and shall take all steps to ensure its Representatives handle any such Confidential Information with the standard of care expected from the MOU or under this MOU, including but not limited to reinforcing its obligation towards ENOLA with each of its Representatives





### 3. INTELLECTUAL PROPERTY RIGHTS (IPR)

- (a) Parties or their affiliates hereby warrant, covenant and undertake that at any point of time during this MoU or after termination thereof they shall not use the name and related trademarks, logos or any other name used by in any internal or external media or any publications without obtaining the prior consent of respective party in writing.
- (b) "Invention" shall mean any discovery, concept, or idea, whether or not patentable, made during the conduct of the study/research, and arising directly or indirectly 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.
- (c) "Intellectual Property Rights" shall mean all industrial and intellectual property rights whether registered or unregistered, including patent rights, rights in inventions, trademarks and service marks copyrights, moral rights, trade secrets (including applications for, and registrations, extensions for the foregoing as applicable), and "Intellectual Property" shall mean the subject matter of such Intellectual Property Rights.
- (d) Information and disclosures made in connection with or in furtherance of this MOU are ENOLA' confidential information and CENTURION shall protect the information accordingly.
- (e) It is recognized and understood that the existing Inventions and technologies of ENOLA and CENTURION are their separate property, respectively and are not affected by this MOU 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 any research collaboration initiated by ENOLA and sponsored/funded by ENOLA to CENTURION (if so agreed between Parties), the Intellectual Property of those collaboration research projects exclusively belongs to ENOLA.

It is agreed between the Parties that in the event that the ownership rights of the Intellectual Property directly or indirectly arising out of collaborative projects/research initiatives/ideas/sponsorship (if any) done by ENOLA belongs to ENOLA; and CENTURION is obliged to take all necessary steps to ensure ownership rights of Intellectual Property transferred to ENOLA, including the disclosure to ENOLA of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments that ENOLA may reasonably deem necessary in order to apply for and obtain such rights in the material developed and in order to assign and convey to ENOLA.



#### 4. INDEMNIFICATION

CENTURION, shall indemnify and hold ENOLA harmless from liability resulting from the negligent acts or omissions of CENTURION, its students, faculty, agents or employees pertaining to the activities to be carried out pursuant to the obligations of this MOU; provided however, that CENTURION, shall not hold ENOLA harmless from claims arising out of the negligence or willful malfeasance of ENOLA, its officers, agents, or employees, students, or any person or entity not subject to CENTURION, supervision or control or by negligent failure of CENTURION to comply with any applicable governmental requirements or to adhere to the terms of any research (if agreed between Parties) or negligence or willful malfeasance by an officer, agent, or employee of CENTURION.

#### 5. REPRESENTATIONS AND WARRANTIES

Each of the Party here to represents and warrants to the other as under:

- (a) It is duly incorporated and validly existing under the Law and is legally competent to enter into and has full right, power and authority to execute and deliver this MOU and, and to do all things necessary for the performance of this MOU
- (b) All approvals that are required to be obtained/made, before execution, delivery and performance of its obligations hereunder have been duly obtained/made.
- (c) The execution, delivery and performance by it of this MOU does not and will not:
  - (i) Violate any of the provisions of its constitutional documents;
  - (ii) Breach or result in a default of any agreement entered into by it or of any contract, agreement, instrument or document to which it is a party or by which it or its assets are bound.
  - (iii) Breach or otherwise violate any order, writ, injunction or decree issued by any judicial, quasi-judicial or Government Authorities or entity or violate any law, rule, regulation, ordinance or code of any governmental entity applicable to it, its business or assets.
- (d) It has not filed for bankruptcy or has been involved in any bankruptcy, liquidation or winding up proceedings whatsoever.

#### 6. VALIDITY PERIOD AND TERMINATION

- (a) The validity period of this MoU and the Project exclusivity (under the scope of this MoU) is for one (1) year from signing of this MOU by both the Parties and may be renewed further if mutually agreed in writing.
- (b) This MoU can be terminated by either party by giving a notice of one (1) month in writing to the other party.
- (c) Each Party is entitled to terminate this MOU forthwith in the event:
  - (i) Other Party fails to perform any material obligation under this MOU or breach by other party of any representation, warranty or condition of this MoU.
  - (ii) For any reason whatsoever other Party becomes disentitled in law to perform its obligations under this MOU.
  - (iii) A change in constitution of other Party that will materially affect its ability to perform its obligations under this MOU





- (d) Upon termination of this MoU, each Party shall forthwith cease and desist from using the Intellectual Property of other Party and return all Confidential Information in its possession to the other Party. In the event of termination of this MOU ENOLA shall not be liable for paying any sum or sums whatsoever by way of compensation, damages or loss or otherwise to CENTURION.

## **7. JURISDICTION**

This MOU shall be governed and construed in accordance with the laws of India and the courts at Hyderabad shall have exclusive jurisdiction.

If any disputes or differences arising between the parties which is not settled within thirty (30) days following the notification of the disputed issue, either Party may bring the matter to be settled through the *Arbitration and Conciliation Act*, 1996, (amendments) Rules. The Place of Arbitration shall be Hyderabad. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual consent. If parties fail to appoint sole arbitrator within a reasonable time, either party can approach court to appoint sole Arbitrator. The cost of Arbitration will be shared equally by both the parties. There is no provision for appeal against an arbitral award and it is final and binding between the parties.

## **8. AMENDMENT**

This MOU may be amended suitable with written consent of both the parties from time to time as may be needed.

## **9. NOTICES**

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

## **10. SEVERABILITY**

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

## **11. ASSIGNMENT**

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by CENTURION or ENOLA without the other's prior written consent provided that it is explicitly understood and acknowledged that ENOLA shall be entitled to assign its rights and obligations under this MOU to any of its affiliates or successors. Any attempted assignment not permitted herein will be void.

## **12. FORCE MAJEURE**

Neither of the Parties shall be held liable for non-performance or delayed performance of the obligations under this MOU 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, pandemic 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.

### **13. RELATIONSHIP CREATED**

Nothing contained in this MOU shall be construed as constituting a partnership, joint venture, or agency between the parties hereto. Relationship of parties shall be that of a principal to a principal. Each party will be independently liable to comply with all applicable regulatory requirements and maintain appropriate documentations for the same. Neither party will be a partner or agent of the other and does not have the power or authority, directly or indirectly, to bind the other party in any agreement with any other third party or otherwise to contract, negotiate or enter into binding relationship for and on behalf of the other party, unless the same has been agreed upon between the parties hereto in writing.

### **14. ANTI-BRIBERY AND CORRUPTION**

- (a) CENTURION agrees that, in connection with the performance of this MOU, it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not commit any act of bribery, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or ENOLA in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
- (b) In the event ENOLA has reasonable doubt that CENTURION has failed to perform its obligations in accordance with this Clause, ENOLA shall have a right to immediately suspend all operations under this MOU with notice to CENTURION in this regard, pending ENOLA's assessment of such failure, and to inter alia call upon CENTURION to provide within 21 days of such notice, justifiable and satisfactory response thereto including furnishing any records /documentary proof /information in relation to the alleged doubt / failure. If CENTURION fails to comply with this request of ENOLA within 30 days or if after reviewing the documents/information as provided by CENTURION to ENOLA, ENOLA comes to a conclusion that there has been a failure of this Clause by CENTURION, ENOLA shall be entitled to terminate this MOU immediately. CENTURION shall have no claim against ENOLA for compensation for any loss of whatever nature by virtue of the termination of this MOU in accordance with this Clause.





## 15. COUNTERPARTS

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

(Signature page follows)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MOU TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON DATE, MONTH AND YEAR REFERRED TO ABOVE.

For Centurion University of Technology and  
Management

Signature: Anita Patra

Name: Dr. Anita Patra

Designation: Registrar

Seal: REGISTRAR  
Centurion University of  
Technology & Management  
ODISHA

For ENOLA Pharmaceuticals Private  
Limited

Signature: Swamyam Prakash

Name: SWAMYAM PRAKASH

Designation: DIRECTOR

Seal:





सत्यमेव जयते

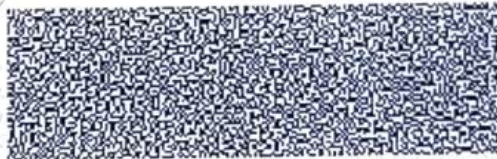
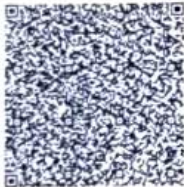
INDIA NON JUDICIAL

Confidential

## Government of Karnataka

e-Stamp

|                           |  |
|---------------------------|--|
| Certificate No.           | : IN-KA62514128718592T                             |
| Certificate Issued Date   | : 25-Nov-2021 03:31 PM                             |
| Account Reference         | : NONACC (FI)/ kacrsf108/ YESHWANTHPUR1/ KA-BN     |
| Unique Doc. Reference     | : SUBIN-KAKACRSFL0874471830485905T                 |
| Purchased by              | : ESSILOR INDIA PRIVATE LIMITED                    |
| Description of Document   | : Article 12 Bond                                  |
| Description               | : PROJECT AGREEMENT                                |
| Consideration Price (Rs.) | : 0<br>(Zero)                                      |
| First Party               | : ESSILOR INDIA PRIVATE LIMITED                    |
| Second Party              | : CENTURION UNIVERSITY OF TECH AND MGMT AND B ABLE |
| Stamp Duty Paid By        | : ESSILOR INDIA PRIVATE LIMITED                    |
| Stamp Duty Amount(Rs.)    | : 300<br>(Three Hundred only)                      |



Please write or type below this line

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 10<sup>th</sup> day of December 2021, by and between

**Centurion University of Technology and Management, )** incorporated under CUTM ACT04/2010, Govt. of Odisha having their registered office at Alluri Nagar, Paralakhemundi, Dist-Gajapati, Odisha through its **Skill Assessment & Certification Cell** having head office at, 2<sup>nd</sup> Floor, Madhusudhan Building, centurion University Campus, Ramachandrapuram, Jatani, Dist: Khordha, Pin :-752050, Odisha, represented by Professor Sunil Kumar Jha as in capacity of Dean- School of Paramedics & Allied Health Science (hereinafter referred to as "**ASSESSMENT AGENCY**") which term shall mean and include its successors of the **FIRST PART**.

#### Statutory Alert:

1. The authenticity of this stamp certificate should be verified at 'www.shoestamp.com' or using e-Stamp Mobile App or Stock Holding Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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

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**BASIX Academy for Building Lifelong Employability Ltd(B-ABLE)**, a company having its registered office at F-5, Ground Floor, Kailash Colony, New Delhi - 110048, represented by Mr Ashutosh Saxena, Associate Vice President, Programme Head-Market Led Programmes (hereinafter, referred to as "**TRAINING PARTNER**", which expression shall unless repugnant to the context hereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART**; and

**ESSILOR INDIA PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at Prestige Trade Tower, #46, 10th Floor, Palace Road, High Grounds, Sampangi Ramanagar, Bangalore 560001, represented by Mr Milind V Jadhav, Senior Director - Inclusive Business & Philanthropy - South Asia (hereinafter referred to as "**ESSILOR/ Confirming Party**", which expression shall unless repugnant to the context herein, include its successors-in-interest and permitted assigns) of the **THIRD PART**.

Assessment Agency, Training Partner and Essilor shall together be referred to as "**Parties**" and individually as "**Party**".

## RECITALS

### Whereas

- Training Partner has approached the Confirming Party in using its confidential training materials in training certain individuals ("**Candidates**") on digital Eye Mitra Optician Program ("**Program**") and the Confirming Party has agreed for the provision of the same;
- Training Partner has approached the Assessment Agency for developing an assessment process for evaluating the Candidates upon completion of the training in the Program.

NOW, THEREFORE, the Parties wish to record their understanding and agree as follows ("**MOU**"):

## TERMS AND CONDITIONS

### **1. Purpose/Background:**

The purpose of this MOU is in conformity with the desire of the Training Partner to train the Candidates in the Program using the confidential training materials provided by the Confirming Party and assessment of the said Candidates by the Assessment Agency in accordance with the assessment process specified in Annexure - C. The scope of work between the Training Partner and Assessment Agency is as detailed in Annexure B.

### **2. Term and Termination:**

- This MOU shall come into force on December 10, 2021 ("**Effective Date**") and shall remain valid till December 31, 2023.
- Either party may terminate this MOU for convenience at any time prior to the expiry by serving a written notice of 60 days to the other two parties.
- Notwithstanding anything contained hereinabove, either party may terminate the this MOU upon notice if the Assessment Agency and/or Training Partner materially breaches any obligation hereunder (i) which breach is incapable of cure including without limitation damage to brand, image, reputation or goodwill of ESSILOR,



immediately upon notice; or (ii) which breach, being capable of cure, has not been cured within fifteen (15) calendar days after receipt of mandatory notice of such breach from the aggrieved party.

### 3. Confidentiality:

Assessment Agency and Training Partner shall be bound to maintain confidentiality on the terms and conditions set forth as Annexure A.

### 4. Authority:

Each party hereto represents and warrants that it has full authority to enter into this MOU and that the person signing on its behalf has been duly authorized to execute the MOU.

### 5. Consideration:

Training Partner shall pay fees to the Assessment Agency as per the Annexure B hereto. It is clarified that the payment obligation to the Assessment Agency is solely of the Training Partner and the Confirming Party owes no obligation towards the Training Partner or Assessment Agency hereunder.

### 6. Indemnity and Liability:

Assessment Agency and Training Partner hereby agrees to defend, indemnify and hold harmless Confirming Party, its subsidiaries and affiliates and respective officers, directors, employees, agents, successors and assigns from and against all costs, claims, action, demands, losses, expenses, damages, proceedings, prosecutions, attachments, and the like arising out of its liabilities (including attorney's fees and expense of litigation) resulting from, or alleged to have resulted from, or in connection with breach of confidentiality obligation under Annexure A, , non-compliance with applicable laws, breach of representations and warranties under this MOU, claims arising due death, injury of any person or damage to any property, negligence, misconduct and any other third party liability claims arising under this MOU.

In no event shall ESSILOR have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of this MOU, including but not limited to loss of anticipated profits, even if it had been advised of the possibility of such damages.

### 7. Warranties:

7.1 Parties warrant that it has full power and authority to enter into this MOU

7.2 Assessment Agency and Training Partner warrant that:

7.2.1 It shall comply with all applicable law relating to provision under the MOU.

7.2.2 It has obtained, at its own cost, all the necessary, permits, license, governmental permissions, etc., in order to perform its obligations herein and shall comply with all applicable laws and regulations.

7.2.3 It will perform its obligations in a professional manner with reasonable skill and care and will use reasonable endeavors to achieve the objectives of this MOU.

7.2.4 Use the confidential information and any intellectual property rights shared by the Confirming Party solely for the purpose of this MOU.





#### 8. Status of the parties:

This MOU does not constitute and shall not be construed as constituting a partnership, principal and agent relationship, employment relation or joint venture relationship between or among the Parties. This MOU is being entered between the Parties on principal to principal basis.

#### 9. Prohibited Practices

The Assessment Agency and Training Partner shall refrain from engaging in any Prohibited Practices (as defined below) or from allowing or permitting any related or controlled firm or individual acting on their behalf to engage in any such practices. "Prohibited Practices" means: (i) a corrupt practice, that is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) a fraudulent practice, that is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) a coercive practice, that is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; or (iv) a collusive practice, that is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

#### 10. Assignment and Subcontracting:

The Assessment Agency and Training Party shall not assign, subcontract or transfer any of its rights and obligations under this MOU, or any part thereof, without the prior written consent of ESSILOR, to be granted or withheld at ESSILOR's sole discretion. Any attempt to assign, transfer or subcontract this MOU in contravention of this clause shall be void.

#### 11. Notices:

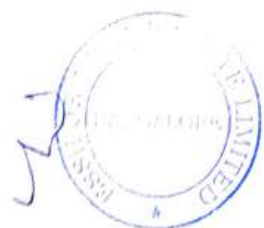
Any notice or other communication hereunder shall be in writing and sent via registered or certified mail, or courier and shall be deemed given (i) upon receipt by the Party to which notice is given, or (ii) after twenty four (24) hours of dispatch, whichever occurs first, to the respective addresses of the other Party as mentioned below. Either party may change its address by notice to the other Party in accordance with this clause.

#### If to Confirming Party:

Prestige Trade Tower, #46, 10th Floor, Palace Road,  
High Grounds, Sampangi Ramanagar, Bangalore 560001  
Attention: Mr Sanjib Kumar Jha  
Email: sanjib.kj@essilorindia.com

#### With a copy to:

General Counsel  
Essilor India Private Limited  
Prestige Trade Tower, #46, 10th Floor, Palace Road,  
High Grounds, Sampangi Ramanagar, Bangalore 560001



**If to the Assessment Agency:**

Address: **Centurion University of Technology and Management**, 2<sup>nd</sup> Floor, Madhusudhan Building, centurion University Campus, Ramachandrapuram, Jatani, Dist: Khordha, Pin :-752050, Odisha

Attention: Prof. Sunil Kumar Jha, Designation- Dean, School of Paramedics & Allied Health Science

Email: [s.jha@cutm.ac.in](mailto:s.jha@cutm.ac.in)

**If to the Training Partner:**

Address: B-ABLE; F-5, Ground Floor, Kailash Colony, New Delhi - 110048

Attention: Mr Ashutosh Saxena, Associate Vice President, Programme Head-Market Led Programmes

Email: [ashutosh.saxena@b-able.in](mailto:ashutosh.saxena@b-able.in)

**12. Entire MOU:**

This MOU supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the parties with respect to the subject matter of this MOU, and this MOU constitutes the sole and entire understanding between the parties with respect to the subject matter hereof.

**13. Governing Law and Jurisdiction:**

This MOU shall be solely construed according to the laws of India. Any suit and proceedings arising out of this MOU shall be instituted in the law courts of Bangalore Jurisdiction only.

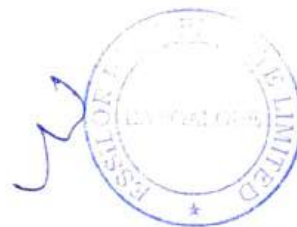
IN WITNESS WHEREOF the Parties hereto through their duly authorized representatives have executed this MOU as a sealed instrument as of the date first above.

|           | <b>Centurion University of<br/>Technology and Management</b>                        | <b>B-ABLE</b>   | <b>Essilor India Private<br/>Limited</b>   |
|-----------|---|---|--|
| Signature |  |  |  |
| Name      | Sunil Kumar Jha   | Ashutosh Saxena   | Milind V. Jadhav   |
| Title     | Dean-School of Paramedics &<br>Allied Health Science                                | Associate Vice<br>President, Programme<br>Head-Market Led<br>Programmes             | Senior Director - Inclusive<br>Business & Philanthropy<br>- South Asia               |
| Date      | December 10, 2021   | December 10, 2021   | December 10, 2021  |



### Annexure A

1. Definitions:
  - 1.1. Confidential Information: means nonpublic information; which if in tangible form the Discloser designates, by a legend such as "confidential" or "proprietary", as being confidential to the Recipient or which, if disclosed orally or visually, shall be clearly identified as confidential at the time of disclosure and be reduced to writing within thirty (30) days of such disclosure and be designated as aforesaid. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Discloser's software or hardware products, documentation related to above mentioned software or hardware, the marketing or promotion of any Discloser's product, Discloser's organizational policies or practices, rates and fees, skill sets, financial information, future plans and roadmaps, information or identity pertaining to resources or customers of clients and any information received from others that Discloser is obligated to treat as confidential.
  - 1.2. "Discloser": means the Confirming Party who is disclosing Confidential Information. "Recipient": means the Assessment Agency and/or the Training Partner (as the case maybe) to whom the Discloser discloses Confidential Information.
2. To maintain the confidentiality attaching to Confidential Information, the Recipient shall:
  - 2.1. Use the Confidential Information solely for the purpose of disclosure and for no other purposes whatsoever.
  - 2.2. Limit disclosure of Confidential Information only to those of its employees/consultants who have a need to know the same and have executed agreements with Recipient that oblige them to maintain the confidentiality of the Confidential Information at least to the extent required by this MOU.
  - 2.3. Refrain from making copies of Confidential Information without the prior written approval of the Discloser, except to the extent necessary for the purpose of disclosure.
  - 2.4. Refrain from allowing the information to be accessed by any outside party; and from making changes, modifications or enhancements to the Confidential Information or creating any derivative work from such information except to the extent necessary for the purpose of disclosure.
  - 2.5. Recipient shall notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this MOU by Recipient and/or its employees/consultants, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
  - 2.6. Generally deal with the Confidential Information with as much care as the Recipient expects in the matter of its own confidential information, but in no case less than reasonable care and protection.
3. The Recipient may disclose Confidential Information to any judicial or executive authority, provided that, where possible, the Recipient notifies the Discloser in writing as soon as reasonably possible and shall cooperate with any effort by Discloser to prevent or limit such disclosure.
4. This MOU shall not apply to Confidential Information that:
  - 4.1. On the date of this MOU is already publicly known and available without any breach of any obligation that the Recipient owes the Discloser;



Confidential

- 4.2. After the date of this MOU, becomes lawfully known to Recipient from a source other than the Discloser without restriction on disclosure, provided such disclosure is without breach of any other obligation of confidentiality;
- 4.3. Was or is developed by Recipient independently without any use of any of the Confidential Information; or
- 4.4. Was known to Recipient prior to the disclosure of Confidential Information by Discloser under this MOU, as evidenced by the written records of the Recipient.
- 4.5. Is approved for release by written authorization of the Discloser.
5. The Recipient acknowledges that Confidential Information provided by the Discloser is and shall remain the exclusive property of the Discloser. This MOU or its expiry or termination does not grant to Recipient either a license or any rights under any patent, trademark, copyright or trade secret rights of the Discloser beyond that necessary for accomplishing the purpose of disclosure.
6. The Recipient, as instructed by the Discloser, agrees to return or otherwise deal with all originals, copies, reproductions and summaries of Confidential Information and give a written/e-mailed certification accordingly.
7. The Discloser shall be entitled to seek injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the other party, in addition to any other remedies available at law or in equity.
8. The obligation hereunder shall survive and early termination or expiration of this MOU



2





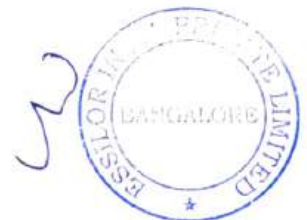
**Annexure B****SCOPE OF WORK:****1. Training Partner: B-ABLE**

- a) Implements the digital Eye Mitra Optician project as per guidelines, instructions and strategies given by Essilor(2.5 NVG).
- b) Sets up training centres as per guidelines of Essilor.
- c) Conducts field level mobilization for youth and enrolls them for the training programme as per standard guidelines/processes given by Essilor.
- d) Informs and facilitate in the assessment to be conducted by – Essilor and Assessment Agency.
- e) Conducts Skill Lab, and Hands on Training for all eligible Candidates.
- f) Facilitate in the signing franchisee agreement. Facilitates successful Candidates to set up their own micro-enterprises.
- g) Handholds all micro-enterprises/digital-Eye Mitra Opticians<sup>1</sup> for next six months from the date of setting up their optical shops.
- h) Training Partner to organize and arrange at least 15 eligible students per Training centre for conduction of the assessment process by the Assessment Agency.
- i) Training Partner to develop quarterly assessment plan for each training centre. This assessment plan of the Candidates who have completed all training modules during 6 months period, has to be prepared by the Training Partner. The assessment plan has to be shared with the Assessment Agency once in a quarter. The Training Partner needs to keep Essilor team informed about this assessment plan, at the beginning of each quarter.
- j) Facilitates in the distribution of toolkits, Clickcheck, First Purchase Kits, Telerefraction tools to the eligible Trainees/digital Eye Mitra Opticians.
- k) Facilitates in the refresher, upskilling and telerefraction process for the digital Eye Mitra Opticians.

**2. Assessment Partner: Centurion University of Technology and Management ('Assessment Agency')**

- a) Develops and share the assessment process with Essilor.
- b) Upon receiving request from Training Partner(B-ABLE) for conducting assessment, Assessment Agency shall send the qualified assessor to the training centre for face to face assessment process.
- c) Conducts assessment as per standard norms(Annexure-C) jointly decided with Essilor. This includes- written test, viva-voce and practical test.
- d) Declares result for the assessment within 10 days form the completion of the assessment.
- e) Develops and sends certificates for the successful Candidates, directly to the training centre.
- f) In the certificate for qualified candidates, the authorized representatives of the Assessment Partner and Training Partner will sign.

<sup>1</sup> Digital Eye Mitra Optician(d-EMO) is a Primary Vision Care Provider who conducts Vision Screening and Dispense spectacles. Unemployed/underemployed youth are recruited & trained on basic vision screening and spectacle dispensing. They are known as digital Eye Mitra Optician and start their own micro-business to bring affordable eye care to people in need.



Confidential

**CONSIDERATION:**

- A. Training partner (B-ABLE) would raise the request for assessment to Assessment Agency on quarterly basis Based on the actual number of eligible students who would have completed the training under the digital Eye Mitra Optician.
- B. Upon confirmation by B-ABLE, Assessment Agency would plan and arrange to send qualified/enlisted assessors to the Eye Mitra training centres to conduct physical assessment.
- C. Post assessment, the Assessment Agency (**Centurion University of Technology and Management**) raise request/invoice to the Training partner(B-ABLE) for payment as per agreed price (Rs 2000 plus GST, as applicable, per candidate who has appeared for the assessment process. This price includes all operational, travel/boarding/lodging expenses of the assessors for the purpose of assessment and certification costs to be incurred by the Assessment Agency, cost of printing certificates, courier/postage charges, any other operational costs/any other taxes, if any).
- D. Training partner(B-ABLE) would reimburse directly to Assessment Agency within two weeks of raising invoice, under intimation to Essilor.

**Annexure c****Assessment Process:**

The Assessment Agency(**Centurion University of Technology and Management**) would maintain academic standards of the *digital- Eye Mitras* by ensuring the integrity of assessment processes. These regulations ensure the preparation & conduct of Examinations.

**Candidates Eligibility**

Candidate eligibility should be covering the following points:

- (a) Age group shall be between 21 and 45 years.
- (b) Candidates must have completed at least Intermediate or equivalent level education with science major.
- (c) Candidates who has successfully completed the digital-Eye Mitra Optician Training program at any Essilor approved training centre and have cleared the Essilor Internal Examination & NSDC Certification (Rural Optical Entrepreneurship)
- (d) Candidates must not have been convicted of an offence involving moral turpitude or misconduct.
- (e) Candidates must not have any criminal records of any nature whatsoever

**Style of Examination**

Following should be the pattern of examination –

| Sr No | Examination Type        | Sub Type   | Weightage | Remarks  |
|-------|-------------------------|------------|-----------|--|
| 1     | Theoretical Examination | Subjective | 25%       | Examination should be based on the course content shared in annexure I |
|       |                         | Objective  | 25%       |  |
|       |                         | Viva Voce  | 20%       |  |
| 2     | Practical Examination   |            | 30%       |  |



Page 9 of 11





### Examination Schedule and Timetable

All 3 parties (Centurion University of Technology and Management, B-ABLE and Essilor) to finalize the examination dates through mutual discussion and communicate the same to the training centers at least 15 days before the schedule.

Once the timetable is shared, B-ABLE to send a list of eligible students for examination/re-examination 10 working days before the examination schedule.

### Invigilation Arrangements

Assessment Agency to ensure invigilation and to ensure that the examination is conducted in a fair and transparent manner.

### Identification of Candidates

The invigilator(s) (University representative) must be satisfied of the identity of every eligible candidate attending each examination session through Photos & ID proofs.

### Collation of Scripts

The invigilator and center head must check that scripts have been collected for all candidates marked as present on the named attendance list and that candidates have used the correct student name & identity.

### Announcement of Results

The results of the examination/re-examination to be announced within 10 working days through email to B-ABLE and Essilor.

### Re-examination

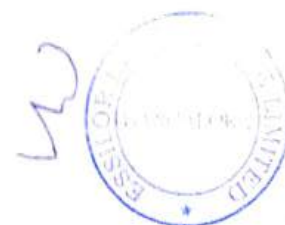
Any candidate with unsatisfactory performance to obtain the minimum passing marks after the checking will be eligible for re-examination.

Only one chance for re-examination is allowed for one candidate and should be strictly followed that no one should be given more than one chance for re-examination.

### Escalation Matrix

In case of any issues/exception mentioned in the above points, following is the escalation matrix to be followed for escalating issues –

| Escalation Level | Name             | Designation   | Phone Number | Email id   |
|------------------|------------------|---|--------------|--|
| Level-1          | Ashutosh Saxena  | Associate Vice President, Programme Head, Market Led Programmes | 9351344483   | <a href="mailto:ashutosh.saxena@b-able.in">ashutosh.saxena@b-able.in</a>     |
| Level-2          | Pritam Mahapatra | Operation Manager   | 7008623512   | <a href="mailto:pritam.mahapatra@cutm.ac.in">pritam.mahapatra@cutm.ac.in</a> |



|         |                           |   |                           |  |
|---------|---------------------------|---|---------------------------|--|
| Level-2 | Rohan Jha/Pradipta Mandal | Project Manager, 2.5 NVG(Essilor)   | 7899704358/<br>9903093847 | <a href="mailto:Rohan.kj@essilorindia.com">Rohan.kj@essilorindia.com</a><br><a href="mailto:pradipta.m@essilorindia.com">pradipta.m@essilorindia.com</a> |
| Level-3 | Vishal Amrawat            | COO, B-ABLE   | 8800697289                | <a href="mailto:vishal.amarawat@b-able.in">vishal.amarawat@b-able.in</a>   |
| Level-3 | Sanjib Kumar Jha          | Assistant General Manager- Network Development & Channel Management, 2.5 NVG(Essilor) | 9900312163                | <a href="mailto:Sanjib.kj@essilorindia.com">Sanjib.kj@essilorindia.com</a>   |
| Level-3 | Sunil Kumar Jha           | Dean-School of Paramedics & Allied Health Science                                     | 9776216851                | <a href="mailto:s.jha@cutm.ac.in">s.jha@cutm.ac.in</a>   |

**Contents/Training Modules:**

| SI.NO | CONTENTS   |
|-------|--|
| 1     | INTRODUCTION : ROLES & RESPONSIBILITY OF DIGITAL EYE MITRA         |
| 2     | OPHTHALMOLOGY RELATED MEDICAL TERMINOLOGY                          |
| 3     | BASIC OCULAR ANATOMY AND PHYSIOLOGY                                |
| 4     | BASIC OPTICS   |
| 5     | HISTORY TAKING   |
| 6     | DISORDER OF EYE SIGHT AND IT'S CORRECTION WITH OPHTHALMIC LENS     |
| 7     | VISION SCREENING   |
| 8     | REFRACTION   |
| 9     | DIGITAL HEALTH CONCEPT   |
| 10    | TELEREFRACTION CONCEPT   |
| 11    | OPHTHALMIC EQUIPMENTS  |
| 12    | EDGING & MOUNTING AND FITTING                                      |
| 13    | SPECTACLE FRAMES & DISPENSING                                      |
| 14    | COMMON EYE DISEASES  |
| 15    | COMMON OPHTHALMIC EMERGENCIES & REFERRAL VIA TELECONSULTING        |
| 16    | ENTREPRENEURSHIP MANAGEMENT, PATIENT DATA MANAGEMENT AND DASHBOARD |
| 17    | VISION SCREENING EVENTS  |

Note: Essilor will share the detailed d-Eye Mitra course module with Assessment Agency(Centurion University of Technology and Management) immediate after signing this MoU.







**Centurion University of Technology and Management**

Vizianagaram Andhra Pradesh, INDIA.

(Established Vide AP Act. No. 3 of 2016, G.O.Ms.No. 23)

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## **MEMORANDUM OF UNDERSTANDING**

**INCOGNITO FORENSIC FOUNDATION (IFF LAB), BENGALURU, INDIA  
AND**

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,  
VIZIANAGARAM, ANDHRA PRADESH & BHUBANESWAR, ODISHA**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this agreement on this day 22 June, 2022 by and between for a tenure of Five years, and may be continued thereafter after suitable review and agreement.

**Incognito Forensic Foundation (IFF Lab), Bengaluru, Karnataka, India** is a non-profit organization established under Section 8 of the Companies Act. They offer a complete range of forensic services and solutions, including litigation consulting, electronic discovery and forensic casework. IFF have a futuristic cybercrime and digital forensic center which offers solutions catering to different segments of the society such as law enforcement agencies, private investigators, individuals, corporates and the government. IFF believe in leveraging their technical expertise and experience of working with a wide gamut of clients, in providing efficient, fast, and cost-effective services and solutions across a diverse spectrum. (Considered to be the **First Party**).

**AND**

**THE CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT (CUTM) ANDHRA PRADESH, ODISHA and GTETS (Part of Centurion University)** a wholly owned institution of Centurion Group, established as per Private University Act of Andhra Pradesh, having its Corporate Office at Door No.39-33-33, VUDA Colony Phase 1, Madhavadhara, Visakhapatnam (considered to be the **Second Party**).

### **AND TOGETHER HEREAFTER REFERRED AS PARTIES**

Whereas the first party **Incognito Forensic Foundation (IFF Lab), Bengaluru, Karnataka, India** offers internship programs to provide research and training for students who are pursuing careers in forensic science that give the knowledge of different possible areas of forensic science, Digital & Cyber Forensics, Criminal Investigation, Criminology and other related fields. The main aim is to provide equal opportunities to those aspiring students who don't have access to traditional learning methods.

And whereas the second party is an **Educational Institution** providing education in various courses and programs including certificate courses U.G., P.G. and PhD programs in Engineering and Para Medical Courses. It has the vision and mission to impart quality



# Centurion University of Technology and Management

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education of International standards with a major focus on conducting skill development and outreach programs. At present it is also conducting Under Graduate programs in Paramedical Courses in Forensic Science, Radiology, Anesthesia and Optometry.

The first party, namely **Incognito Forensic Foundation (IFF Lab), Bengaluru, Karnataka, India** has excellent infrastructure and qualified faculties and man power to impart services to various Government and Corporate agencies to help them in the field of forensics.

Whereas the second party, **CUTM** has established all the curriculum related laboratories and has employed very highly qualified faculty to train the students both in theory and practice with the best administrative and academic management. CUTM has set best objectives to impart quality and high standard education. Internship and practical training are included in the curriculum as mandatory.

## COMMITMENT OF THE FIRST PARTY

- A. To permit the students of Centurion University, Andhra Pradesh and Odisha to Incognito Forensic Foundation (IFF Lab), Bengaluru, Karnataka, India for internship.
- B. To permit students to undergo practical training under the supervision of a person in charge.
- C. To permit students to get hands on training in the available equipment.
- D. To deliver expert lectures in Centurion University by eminent faculties of Incognito Forensic Foundation (IFF Lab), Bengaluru, Karnataka, India.
- E. To permit students to do project under the supervision of respected faculty. Any scientific publication resulting from the collaborative research will be co-authored jointly to reflect relevant contributions made, citing names of the authors and the two institutions.
- F. To organize workshops, seminars and conferences collaboratively.

## COMMITMENT OF THE SECOND PARTY

- A. To permit the technical staff of the first party to the CUTM to take the training in theory from the qualified faculty.
- B. To give priority in admissions for the technical staff of the first party to upgrade their qualification subjected to the eligibility and admission criteria.





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- C. To take all the initiatives to send only disciplined candidates for taking practical training from the first party.
- D. To permit the students of internship to extend their services to the first party as and when required without any obligations what so ever.
- E. The number of technical staff will be permitted to take training in CUTM depending on mutual convenience of the two parties.

It is important for both parties to this agreement to be reasonable in every aspect of activity undertaken by both parties to achieve common goals.

It is also important for both parties to respect each other without any conflict and without any legal complications. In the case of unforeseen and unexpected problems arising in any one of the two parties or both parties, it is important to address and settle them by mutual discussion only.

In the event of noncompliance by any one of the parties or both the parties to the agreement may be terminated in writing with one-month notice from either side amicably without any conflict.

The purpose of the MOU is strictly limited to the expression of the parties to the mutual understanding and cooperation and is not intended to impose any legal obligations of any nature on either party.



**Mohit Parmar**  
**Director**

Incognito Forensic Foundation (IFF),  
Bengaluru, Karnataka,  
India, 560 052.



**REGISTRAR**

Centurion University of Technology & Management  
Vizianagaram-535003  
Andhra Pradesh, India



**Centurion University of Technology and Management**

Vizianagaram Andhra Pradesh, INDIA.

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## **MEMORANDUM OF UNDERSTANDING**

**INTERNATIONAL FORENSIC SCIENCES (IFS), PUNE, MAHARASHTRA, INDIA  
AND**

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,  
VIZIANAGARAM, ANDHRA PRADESH & BHUBANESWAR, ODISHA**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this agreement on this day 08 June, 2022 by and between for a tenure of Five years, and may be continued thereafter after suitable review and agreement.

**International Forensic Sciences (IFS), Pune, Maharashtra, India**, is registered with Government of India (Central Govt.), Government of Maharashtra (State Govt.), MSME SSI Govt. of India, and also ISO 9001-2015 and ISO 29993-2017 Certified. IFS is a Forensic, Legal and Educational Organization mainly working for Crime Investigation and Court Acceptable Expert Opinions with many Govt. Department like Staff Selection Commission (SSC), DRDO (DRDE) : Ministry of Defense, Govt. of India, Indian Ordnance Factories (OCF), SEBI : Securities & Exchange Board of India (Govt. of India), Karnataka Police Dept., M. P. Police Dept., Ministry of Human Resource Development, Govt. of India, Commissioner of Central Excise & Customs (Govt. of India), High Court, North Central Railway, Indian Railway, Consumer Disputes Commission Court, etc.; Private Sectors like Bank of Baroda, HDFC Bank, Axis Bank, State Bank Group, etc., and Lawyers- Supreme Court, High Courts, District Courts, Consumer Courts etc. (Considered to be the **First Party**).

**AND**

**THE CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT (CUTM) ANDHRA PRADESH, ODISHA and GTETS (Part of Centurion University)** a wholly owned institution of Centurion Group, established as per Private University Act of Andhra Pradesh, having its Corporate Office at Door No.39-33-33, VUDA Colony Phase 1, Madhavadhara, Visakhapatnam (considered to be the **Second Party**).

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- B. To permit them to undergo practical training under the supervision of a person in charge.
- C. To permit them to get hands on training in the available equipment.
- D. To deliver expert lectures in Centurion University by eminent faculties of International Forensic Sciences (IFS), Pune, Maharashtra, India.
- E. To permit them to do project under the supervision of respected faculty. Any scientific publication resulting from the collaborative research will be co-authored jointly to reflect relevant contributions made, citing names of the authors and the two institutions.
- F. To organize workshops, seminars and conferences collaboratively.

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- A. To permit the technical staff of the first party to the CUTM to take the training in theory from the qualified faculty.



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**Dr. Santosh S. Raut**  
**Director**

International Forensic Sciences (IFS),  
Pune, Maharashtra,  
India, 411 043.



**REGISTRAR**

Centurion University of Technology & Management  
Vizianagaram-535003  
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## MEMORANDUM OF UNDERSTANDING

**MAHEN TECHNOLOGIES PVT. LTD., BORIVALI WEST, MUMBAI, MS, INDIA.**

**AND**

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,  
VIZIANAGARAM, ANDHRA PRADESH & BHUBANESWAR, ODISHA**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this agreement on this day 07<sup>th</sup> May, 2022 by and between for a tenure of Five years, and may be continued thereafter after suitable review and agreement.

**Mahen technologies Pvt. Ltd, Borivali West, Mumbai, MS, India**, is a company founded by Sachin Dedhia. One of its main objective is to promote cyber-crime & internet security awareness across all sections of the society. They provide assistance & also help in solving all kinds of cyber-crime related cases. Mahen technologies Pvt. Ltd. has a team of experts who are masters with respect to their domains. Apart from offering services they also give trainings with respect to CYBER CRIME INVESTIGATIONS, ETHICAL HACKING & IT SECURITY, MOBILE FORENSICS etc. Training programs & courses offered by Mahen technologies Pvt. Ltd. are certified by the Government of Maharashtra. Their training program gives a solid practical foundation to all those people who want to make a career in IT. They also conduct workshops & seminars across schools, colleges, societies, government companies with respect to cyber-crime & ethical hacking (Considered to be the **First Party**).

**AND**

**THE CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT (CUTM) ANDHRA PRADESH, ODISHA and GTETS (Part of Centurion University)** a wholly owned institution of Centurion Group, established as per private University Act of Andhra Pradesh, having its Corporate Office at Door No.39-33-33, VUDA Colony Phase 1, Madhavadhara, Visakhapatnam (considered to be the **Second Party**).

### AND TOGETHER HEREAFTER REFERRED AS PARTIES

Whereas the first party **Mahen technologies Pvt. Ltd., Borivali West, Mumbai, MS, India** offers internship programs to provide research and training for students who are pursuing careers in forensic science that give the knowledge of different possible areas of forensic science, criminal investigation, criminology and other related fields. The main vision is to promote cyber-crime & internet security awareness across all sections of the society.

And whereas the second party is an Educational Institution providing education in various courses and programs including certificate courses U.G., P.G. and PhD programs in Engineering and Para Medical Courses. It has the vision and mission to impart quality

Tekkali Village, Nellimarla Mandal, Vizianagaram-535003. Andhra Pradesh, India.



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The first party, namely **Mahen technologies Pvt. Ltd., Borivali West, Mumbai, MS, India** has excellent infrastructure and qualified faculties and man power to impart services to various Government and Corporate agencies to help them in the field of forensics.

Whereas the second party, **CUTM** has established all the curriculum related laboratories and has employed very highly qualified faculty to train the students both in theory and practice with the best administrative and academic management. CUTM has set best objectives to impart quality and high standard education. Internship and practical training are included in the curriculum as mandatory.

## COMMITMENT OF THE FIRST PARTY

- A. To permit the students of Centurion University, Andhra Pradesh and Odisha to Mahen technologies Pvt. Ltd., Borivali West, Mumbai, MS, India, for internship.
- B. To permit them to undergo practical training under the supervision of a person in charge.
- C. To permit them to get hands on training in the available equipment.
- D. To deliver expert lectures in Centurion University by eminent faculties of Mahen technologies Pvt. Ltd., Borivali West, Mumbai, MS, India.
- E. To permit them to do project under the supervision of respected faculty. Any scientific publication resulting from the collaborative research will be co-authored jointly to reflect relevant contributions made, citing names of the authors and the two institutions.
- F. To organize workshops, seminars and conferences collaboratively.

## COMMITMENT OF THE SECOND PARTY

- A. To permit the technical staff of the first party to the CUTM to take the training in theory from the qualified faculty.
- B. To give priority in admissions for the technical staff of the first party to upgrade their qualification subjected to the eligibility and admission criteria.





# Centurion University of Technology and Management

Vizianagaram Andhra Pradesh, INDIA.

(Established Vide AP Act. No. 3 of 2016, G.O.Ms.No. 23)

Mob. : 9392901883. email : registrar@cutmap.ac.in website : www.cutmap.ac.in

**Centurion**  
**UNIVERSITY**

*Shaping Lives...Empowering Communities...*

- C. To take all the initiatives to send only disciplined candidates for taking practical training from the first party.
- D. To permit the students of internship to extend their services to the first party as and when required without any obligations what so ever.
- E. The number of technical staff will be permitted to take training in CUTM depending on mutual convenience of the two parties.

It is important for both parties to this agreement to be reasonable in every aspect of activity undertaken by both parties to achieve common goals.

It is also important for both parties to respect each other without any conflict and without any legal complications. In the case of unforeseen and unexpected problems arising in any one of the two parties or both parties, it is important to address and settle them by mutual discussion only.

In the event of noncompliance by any one of the parties or both the parties to the agreement may be terminated in writing with one-month notice from either side amicably without any conflict.

The purpose of the MOU is strictly limited to the expression of the parties to the mutual understanding and cooperation and is not intended to impose any legal obligations of any nature on either party.



**Mr. Sachin Dedhia**

**Director**

Mahen technologies Pvt. Ltd.

Mumbai- 400092, MS, India.



**REGISTRAR**

Centurion University of Technology & Management

Vizianagaram-535003

Andhra Pradesh, India



**Centurion University of Technology and Management**

Vizianagaram Andhra Pradesh, INDIA.

(Established Vide AP Act. No. 3 of 2016, G.O.Ms.No. 23)

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## **MEMORANDUM OF UNDERSTANDING**

**SPYLENS FORENSIC INVESTIGATION, NAVI MUMBAI, MAHARASHTRA, INDIA  
AND**

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,  
VIZIANAGARAM, ANDHRA PRADESH & BHUBANESWAR, ODISHA**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this agreement on this day 02<sup>nd</sup> May, 2022 by and between for a tenure of Five years, and may be continued thereafter after suitable review and agreement.

**Spylens Forensic Investigation, Navi Mumbai, Maharashtra, India**, is registered with Government of India, and is court recognized legally approved and nationally renowned, independent Forensic science laboratory located in Navi Mumbai. Spylens's team consists of a network of very skilled and highly talented individuals with ample experience in law enforcement. This organization provide a wide range of professional services related to legal matters for government and non-government organizations, private firms, insurance companies and individuals directly with or without referral of police or courts from all across the country. They also conduct 2-days certificate course on every Saturday and Sunday on forensic science and crime awareness. Spylens's forensic reports are acceptable in all court of law and legal forum. Spylens assure of maintaining standard work and ethics and the confidentiality of their clients. (Considered to be the **First Party**).

**AND**

**THE CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT (CUTM) ANDHRA PRADESH, ODISHA and GTETS (Part of Centurion University)** a wholly owned institution of Centurion Group, established as per private University Act of Andhra Pradesh, having its Corporate Office at Door No.39-33-33, VUDA Colony Phase 1, Madhavadhara, Visakhapatnam (considered to be the **Second Party**).

### **AND TOGETHER HEREAFTER REFERRED AS PARTIES**

Whereas the first party **Spylens Forensic Investigation, Navi Mumbai, Maharashtra, India** offers internship programs to provide research and training for students who are pursuing careers in forensic science that give the knowledge of different possible areas of forensic science, criminal investigation, criminology and other related fields. The main aim is to provide equal opportunities to those aspiring students who don't have access to traditional learning methods.

And whereas the second party is an Educational Institution providing education in various courses and programs including certificate courses U.G., P.G. and PhD programs in

**Tekkali Village, Nellimarla Mandal, Vizianagaram-535003. Andhra Pradesh, India.**





# Centurion University of Technology and Management

Vizianagaram Andhra Pradesh, INDIA.

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Engineering and Para Medical Courses. It has the vision and mission to impart quality education of International standards with a major focus on conducting skill development and outreach programs. At present it is also conducting Under Graduate programs in Paramedical Courses in Forensic Science, Radiology, Anesthesia and Optometry.

The first party, namely **Spylens Forensic Investigation, Navi Mumbai, Maharashtra, India** has excellent infrastructure and qualified faculties and man power to impart services to various Government and Corporate agencies to help them in the field of forensics.

Whereas the second party, **CUTM** has established all the curriculum related laboratories and has employed very highly qualified faculty to train the students both in theory and practice with the best administrative and academic management. CUTM has set best objectives to impart quality and high standard education. Internship and practical training are included in the curriculum as mandatory.

## COMMITMENT OF THE FIRST PARTY

- A. To permit the students of Centurion University, Andhra Pradesh and Odisha to Spykens Forensic Investigation, Navi Mumbai, Maharashtra, India for internship on payment with a concession basis.
- B. To permit them to undergo practical training under the supervision of a person in charge.
- C. To permit them to get hands on training in the available equipment.
- D. To deliver expert lectures in Centurion University by eminent faculties of Spykens Forensic Investigation, Navi Mumbai, Maharashtra, India at their convenient time.
- E. To permit them to do project under the supervision of respected faculty. Any scientific publication resulting from the collaborative research will be co-authored jointly to reflect relevant contributions made, citing names of the authors and the two institutions.
- F. To organize workshops, seminars and conferences collaboratively.

## COMMITMENT OF THE SECOND PARTY

- A. To permit the technical staff of the first party to the CUTM to take the training in theory from the qualified faculty.



# Centurion University of Technology and Management

Vizianagaram Andhra Pradesh, INDIA.

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- B. To give priority in admissions for the technical staff of the first party to upgrade their qualification subjected to the eligibility and admission criteria.
- C. To take all the initiatives to send only disciplined candidates for taking practical training from the first party.
- D. To permit the students of internship to extend their services to the first party as and when required without any obligations what so ever.
- E. The number of technical staff will be permitted to take training in CUTM depending on mutual convenience of the two parties.

It is important for both parties to this agreement to be reasonable in every aspect of activity undertaken by both parties to achieve common goals.

It is also important for both parties to respect each other without any conflict and without any legal complications. In the case of unforeseen and unexpected problems arising in any one of the two parties or both parties, it is important to address and settle them by mutual discussion only.

In the event of noncompliance by any one of the parties or both the parties to the agreement may be terminated in writing with one-month notice from either side amicably without any conflict.

The purpose of the MOU is strictly limited to the expression of the parties to the mutual understanding and cooperation and is not intended to impose any legal obligations of any nature on either party.



**Akshay R Kadam**

**Director**

Spylens Forensic Investigation,  
Navi Mumbai, Maharashtra,  
India, 400 703



**REGISTRAR**

Centurion University of Technology & Management  
Vizianagaram-535003  
Andhra Pradesh, India





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 2<sup>nd</sup> 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.



The Life Sciences Sector Skill Development Council (LSSSDC: [www.lsssdc.in](http://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





## 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

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







ଓଡ଼ିଶା ODISHA

N 143220

**Memorandum of Understanding**

**Between**

**Mahanadi Netra Chikitsalaya ( MNC ), Lepra Society**

**And**

**Centurion University of Technology & Management (CUTM)**

This agreement is entered on 27 January 2023 at Bhubaneswar.

**BETWEEN**

**Mahanadi Netra Chikitsalaya ( MNC ), Lepra Society, Pandapali, Birmaharajpur, Subarnpur ( Eye Hospital) hereinafter referred to as "Hospital" represented through its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)**

**AND**

**The Centurion University of Technology and Management (CUTM), Ramchandrapur, P.O. Jatni, Bhubaneswar, District: Khurda, Odisha, India, 752050, a NAAC A Grade accredited & UGC notified multi sector state University, also notified as a Skills University by Govt. of Odisha and Center of Excellence by Ministry of Skill Development & Entrepreneurship, Govt. of India, with its constituent campuses in Jatni, Paralakhemundi, Rayagada, Bolangir, Baleswar, Chhatrapur and Viskahpatnam. Hereinafter**



referred to as "CUTM" represented through its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)

CUTM established the **School of Paramedics & Allied Health Sciences (SPAHS)** as a specialized school which offers various certificate, diploma, degree & post graduate courses that are approved by the Board of Academic Studies, CUTM; Dept. of Higher Education, Govt. of Odisha; State Council of Allied Medical Sciences, Dept. of Health & Family Welfare, Govt. of Odisha; State Board of Allied Medical Sciences, Dept. of Health & Family Welfare, Govt. of Odisha and National Institute of Open Schools.

#### Towards

Building institutional collaboration towards clinical teaching, practical training, faculty development, internship training and placement of paramedical & allied health science students of the Centurion University of Technology and Management, Bhubaneswar

Whereas, CUTM's School of Paramedics and Allied Health Sciences is approved by State Council of Allied Medical Sciences, Dept. of Health & Family Welfare, Govt. of Odisha under Directorate of Medical Education and Training (DMET)

Whereas, **CUTM** is interested to send its allied health science students for practical training and internship trainings to the hospital as per the academic requirements of the Board of Academic Studies, CUTM; the State Council of Allied Medical Sciences, Dept. of Health & Family Welfare, Govt. of Odisha; and the Indian Nursing Council, to which the **Hospital** has agreed to give practical training and internship training exposure to the students of CUTM on the following terms and conditions:

1. This agreement shall be restricted to academic activities only and cannot be used for commercial purpose.
2. The students shall undergo the training sessions during the shifts as per the protocol of the hospital.
3. CUTM shall furnish the name, address, photographs and other relevant details of the concerned student supported by documentary evidence, viz., Aadhaar Card, Voter ID, University ID Card to the hospital along with the department in which he/she wants to take training.
4. The Hospital shall issue temporary ID cards to the students during the period of training and the same shall be returned to the Hospital on the last day of completion of training at the



Hospital. During the training, the students shall wear the temporary ID card, failing which they shall be treated as absent.

5. The roles and responsibilities that the students have to discharge during the period of training at the Hospital shall be prepared by the hospital / academic roster plan of the University as per the standard operating procedure and shall be communicated to the respective student prior to the commencement of training at the Hospital. **(ANNEXURE 2)**
6. Upon successful completion of the training each of the students will be awarded with a Training Completion Certificate by the Hospital.
7. Upon completion of successful training, the Hospital shall not be duty bound to absorb any of the students. However the Hospital is at liberty to take the selected students in its payroll based on the performance and evaluation as well as on completion of the course.

**8. Reporting:**

The students shall report administratively to the Nursing Superintendent of the Hospital.

**Candidates' Discipline and Behaviour:**

The students shall abide by the Human resource rules, regulations and standard operating procedure of the Hospital. This shall include but not limited to punctuality, grooming, communication etiquettes, disciplined behaviour and obligation towards patient care etc.

Any consequential effect due to deficiency in following Standard Operating Plan arising to the student during the training period, the Hospital shall not be held responsible for the same.

9. During the period of training, if any mishap occurs at the workplace, the hospital shall not be held responsible for the same. The students shall undergo the training purely at his / her own risk.
10. During the period of training the student shall not be eligible for any stipend / compensation.
11. The Hospital reserves its right to withhold the training of any or all of the Students for any violation of the Rules, Regulations and Standard Operating Procedure of the Hospital. The students shall strictly adhere to the confidentiality guidelines of the Hospital.
12. The Hospital reserves its right to terminate the MOU for any disciplinary issues, even without serving any prior notice to the CUTM after justified discussion. However The Hospital and CUTM individually is at liberty to terminate the agreement by giving two months' notice to the other party in writing.





13. CUTM shall not utilize name and logo of the hospital in any form without written permission of the Hospital. CUTM shall not utilize the name and logo of the Hospital for the purpose of advertisement in any form

14. The onus lies on CUTM to send students for six-month internship in the hospital along with regular practical training. The courses offered by CUTM (SPAHS) and intake capacity of the course are attached in **ANNEXURE 1**.

**15. Indemnification:**

CUTM shall indemnify and continue to indemnify to the Hospital against all proceedings, claims, demands and financial loss, if any, in respect thereof pertaining to the training and any act of the students during the period of training.

**16. Duration:**

The MOU shall be for a period of 5 years with effect from 27 January 2023 and will be automatically extended for a similar period of 5 years unless otherwise agreed by writing.

**17. General:-Redressal of disputes**

Any dispute arising between the parties shall be resolved by amicable settlement and in case of failure shall abide by the jurisdiction at Bhubaneswar.

Signed on 27 January 2023

For MAHANADI NETRA  
CHIKITSALAYA, Lepa Society,  
Subarnapur

(Mr. Superintendent)  
Mahanadi Netra Chikitsalaya  
Medical Superintendent  
Mahanadi Netra Chikitsalaya  
Birmaharajpur, Sonapur

WITNESS:



For Centurion University of Technology &  
Management, Bhubaneswar, Odisha

*Anita Patra*

(Prof. Anita Patra), Registrar,  
Centurion University of Technology &  
Management, Bhubaneswar, Odisha

WITNESS:

*S. Mohapatra*

Prof. Sunil Kumar Jha  
DEAN  
School of Paramedics & Allied Health Sciences  
Centurion University of Technology & Management  
Bhubaneswar, Odisha-752050

**COURSES OFFERED BY  
THE SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES,  
CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT**

**ANNEXURE 1A**

| <i>Sl. No.</i> | <i>Course Name</i>                                  | <i>Eligibility Criteria</i>  | <i>Course Duration</i> | <i>Intake Capacity</i> |
|----------------|---|--|------------------------|------------------------|
| 1              | <b>M. Optometry@</b>                                | B. Optometry   | 2 Years                | 30                     |
| 2              | <b>B. Optometry @ &amp; #</b>                       | + 2 Science with Physics, Chemistry, Biology and /or Mathematics with minimum of 50% marks | 4 Years                | 60                     |
| 3              | <b>Certificate Ophthalmic Assistance #</b>          | + 2 Science  | 2 Years                | 30                     |
| 4              | <b>Certificate Ophthalmic Surgical Assistance #</b> | + 2 Science  | 2 Years                | 30                     |
| 5              | <b>Certificate Operation Theatre Technician #</b>   | + 2 Science  | 1 Year                 | 30                     |

@- Approved by the Board of Academic Studies, Centurion University of Technology & Management, Bhubaneswar

#- Approved by the State Council of Allied Medical Sciences, Dept. of Health & Family Welfare, Govt. of Odisha

\$- Approved by the State Board of Allied Medical Sciences, Dept. of Health & Family Welfare, Govt. of Odisha

%- Approved by the National Institute of Open Schooling, Govt. of Odisha

\*- Decision will be taken after discussion with the management of Apollo Pharmacy







छत्तीसगढ़ CHHATTISGARH

N 294118

**MEMORANDUM OF AGREEMENT**

**BETWEEN NMDC LIMITED**

**AND**

**CENTURION UNIVERSITY, UNDER CENTURION UNIVERSITY OF TECHNOLOGY & MANAGEMENT (CUTM), KHORDHA, ODISHA**

This Memorandum of Agreement (MoA) hereinafter, together with all appendices attached hereto and forming an integral part hereof, called the "Agreement", is made at Khordha, Odisha on this 17<sup>th</sup> day of September, 2021 between NMDC Limited, a Company under the administrative control of Ministry of Steel, Govt. of India, registered under the Companies Act 1956 and having its registered office at 10-3-311/A, Khanij Bhavan, Masab Tank, Hyderabad-500028 (Telangana), (hereinafter referred to as "NMDC", or the "FIRST PARTY") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, assigns and nominees of FIRST PARTY

**AND**

Centurion University of Technology & Management (CUTM), Khordha, Odisha, a private University in the state of Odisha and having its Corporate office at 17, Forest Park, Bhubaneswar Dist. Khordha, Odisha-751009 (the Second Party" or "Implementing Agency"), which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators, assigns and nominees of CUTM.

*Signature*  
17/9/2021





NMDC and CUTM shall hereinafter collectively be called "the parties" and individually as "the party".

**AND WHEREAS** NMDC as part of its Corporate Social Responsibility has been implementing social welfare activities, which also include skill development training programs for **Socio/economically weaker Sections of the Society**, as part of its effort to support Skill India Mission of the Govt. of India.

**AND WHEREAS** CUTM vide its proposal submitted in May 2020, followed by details furnished thereon vide letter dated 04.06.2020 & emails dated 12.06.2020, 8.7.2020, & 13.07.2020 has forwarded details w.r.t. proposed initiative for providing Training under Skill Development Programme in Health Sector related skills for benefit of sixty youth from Socio-economically disadvantaged communities around NMDC's Projects in Bastar Division. CUTM Authorities have also requested NMDC for providing financial assistance for implementing the above Skill Development Programme under its CSR initiatives.

NMDC after examination of the proposal vide its letter No.HO/CSR/446 dated 18.02.2021 has communicated its willingness w.r.t. taking up the above based Skill Development programme in Bastar Division for 60 individuals, in the health related skill set with a training cost of total Rs.68,58,900/- (Rupees Sixty Eight Lakh Fifty Eight Thousand Nine Hundred Only).

That the proposal submitted by the CUTM and the communication sent in connection there with, which are annexed here to in the form of Annexures shall also form part of the agreement.

Now, therefore, on the basis of mutual trust and in the spirit of mutual cooperation, NMDC and CUTM are hereby entering into the present Agreement.

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

**1) Objective of the MOA**

The objective of this agreement is to jointly contribute to Socio economically disadvantaged communities around NMDC's Projects in Bastar Division through skill development training of certification of six (06) months duration for 30 individuals and 12 months (one year) duration for 30 individuals, in the Health related courses, and thereby improve their employability and livelihood opportunities.

**Roles & Responsibilities of CUTM**

That the CUTM through its project shall implement the "Skill Development Training program in Health sector related skills", herein after referred to as "Skill Development Programme" which will comprise the following activities:

**a) Training courses with Certification:**

1. **Duration of 12 Months (One year):** OT Technician, Dialysis Technician.
2. **Duration of 6 Months Duration:** ECG Technician, EEG Technician, EMG Technician, Ward Technician, and Blood collection Technician.

*Signature*  
12/9/2021





**b) Identification & Mobilization of Trainees:**

CUTM under this project shall initiate the Skill Development Programme by identification and mobilization of trainees, for the training programme for 6 months and 12 months duration skill set wise and provide the said list to NMDC. NMDC shall be actively involved in the process to ensure selection of candidates by following the principles of 'Son's of Soil' concept by giving preference to candidates belonging to Sc/ST category from surrounding areas of NMDC projects from BPL category by fixing up a criteria. If sufficient local people are not available then candidates from other BPL categories shall be offered selection.

**c) Identification, Design & Development of Course curriculum:**

Course curriculum shall be as per the norms of CUTM's project and based on the Skill set required to be certified.

**d) Arrangement of Accommodation/Boarding:**

CUTM shall arrange for Accommodation to the trainees in CUTM's Premises with required norms keeping in view the safety of the Trainees.

**e) Arrangement for Providing Uniforms:**

CUTM shall arrange for Uniforms to the Sixty (60) Trainees as per the requirement.

**f) Skill Development Training Process :**

CUTM's Project Authorities shall intimate NMDC the number of batches, trade wise along with number of trainees in each batch; it plans to provide the Skill Development Certification and the status of actual implementation thereof.

**g) Assessment & Certification process :**

Trainees will be evaluated & certified as per approved CUTM's project norms.

**h) Arrangement for Payment of Stipend to the Trainees :**

CUTM shall arrange for payment of Stipend as per MSDE norms with Stipend of as specified below:

1. Duration of 12 months Trainees : Rs.6000/- with total amount being released in four quarters
2. Duration of Six months Trainees: Rs 3000/- with total amount being released in four quarters

**i) Placement after completion of Training:**

CUTM Project Authorities shall arrange for placement of Trainees after completion of the course as per the Skill under Skill Development Programme. The data shall be provided to NMDC in hard copy format along with claims for release of funds. CUTM shall arrange for placement of at least 70% of the trainees.

**j) Management Information System :**

CUTM Project Authorities shall arrange for monitoring of the progress of the Skill Development Programme.

*Signature*  
12/9/21



**k) Signage to NMDC**

CUTM's Project shall provide signage to NMDC for the support extended to the project by prominently displaying NMDC's support and accord publicity for the above assistance in all the publications released by it for this project or in the documents where this Project gets mentioned.

Besides this, NMDC shall be invited to the inaugural and valedictory functions of the Skill Development Programme and also be intimated about the commencement and conclusion of each phase of Skill Development Programme. NMDC on its part shall depute its Official(s) or Committee of Officials to attend any of the aforesaid events, as may be convenient, or as may be deemed fit.

**2) Roles & Responsibilities of NMDC**

That in consideration of the implementation of the above activities NMDC shall make contribution in terms of funds to the extent of Rs.68,58,900/- (Rupees Sixty Eight Lakh Fifty Eight Thousand Nine Hundred Only) in the instalments specified in the table provided hereunder. This amount includes the cost of Training, accommodation, Uniforms, conveyance and certification including cost of pre training transport from Bastar Division to CUTM campus. NMDC does not undertake to release any amount over & above the agreed sum of Rs.68,58,900/- (Rupees Sixty Eight Lakh Fifty Eight Thousand Nine Hundred Lakh Only).

- 3) That the said agreement will be in terms of funding the implementation of the initiative 2021 for Training program of Skill Development Program and the agreed funds will be released in installments as per the following schedule:

| FOR SIX MONTH DURATION TRAINING PROGRAMME |  |                               |
|---|--|-------------------------------|
| Tranche                                   | Description of the item/milestone  | % age of funds to be released |
| I   | Subsequent to signing of MoA, on receipt of confirmation w.r.t. completion of pre training preparatory work and submission of Report on formulation of Admission process & induction of the Trainees   | Thirty (30)                   |
| II  | Upon completion of three months of course & receipt of Progress Report of Trainees from CUTM   | Twenty five (25)              |
| III                                       | Upon completion of the course & receipt of Assessment Report on Trainee performance from CUTM.   | Twenty five (25)              |
| IV  | Upon receipt of project closure Report along with post placement monitoring Report, three months after completion of the course, with a proviso that in case 70% placement isn't achieved, payment will be released on pro rata basis, with 70% placement being considered 100% of attainment of objective | Twenty (20)                   |

*Signature*  
17/9/2021





| FOR TWELVE MONTH DURATION TRAINING PROGRAMME |   |                               |
|--|---|-------------------------------|
| Sl. No.                                      | Description of the item/milestone   | % age of funds to be released |
| I  | Subsequent to signing of MoA, on receipt of confirmation w.r.t. completion of pre training preparatory work and submission of Report on formulation of Admission process & induction of the Trainees  | Thirty (30)                   |
| II   | Upon completion of six months of course & receipt of Progress Report of Trainees from CUTM  | Thirty (30)                   |
| III  | Upon completion of the course & receipt of Assessment Report on Trainee performance from CUTM.  | Twenty (20)                   |
| IV   | Upon receipt of project closure Report along with post placement monitoring Report, three months after completion of the course, with a proviso that in case 70% placement isn't achieved, payment will be released on pro rata basis on, with 70% placement being considered 100% of attainment of objective | Twenty (20)                   |

**NOTE:** Phase for the purposes of evaluating the completion of training related milestone shall mean completion of training, certification and placement there of w.r.t. each batch of trainees, with batch size not exceeding 30 trainees.

#### **OTHER TERMS & CONDITIONS:**

- That, CUTM' shall ensure suitable placement to at least 70% of the total trainees upon successful completion of the trainee, immediately after completion thereof. In case of failure to fulfil this clause, Prorata payment calculated with 70% placement being considered 100% attainment of objective will be applied and the same will be adjusted in the fourth (last) instalment. Refer table in clause 3.
- That the CUTM shall implement the Skill Development Programme as per the laid down Rules/guidelines, as applicable, obtain all necessary statutory and other approvals/clearances required therefor and abide by all statutory provisions and regulations, connected therewith.
- That NMDC does not assume any responsibility in this regard except to the extent of releasing of payments in terms of the provisions agreed upon and incorporated into this Agreement. Further, that NMDC will not be liable to pay any compensation, loss, damages or claims, whatsoever, arising in connection with execution of the aforesaid Skill Development Programme.
- NMDC will not incur any recurring expenditure or any further non-recurring expenditure in connection with the implementation of the above Skill Development Program other than the agreed financial support.
- That the CUTM shall implement the Skill Development Programme within a time frame of Twenty four (24) months from the date of signing of this Agreement. However, delay due to situation(s) / condition(s) not under the control of CUTM

*Signature*  
17/9/2024





shall exclude from the total Skill Development Programme duration and the said situation shall be intimated to NMDC by the CUTM Authorities.

- f) It is also explicitly agreed that NMDC will not provide any additional assistance beyond the agreed amount of Rs. Rs.68,58,900/- (Rupees Sixty Eight Lakh Fifty Eight Thousand Nine Hundred Only).
- g) In case any amendments are required in any part of the MoA, the **Parties on mutual agreement** shall incorporate such amendments by way of amendments to this Agreement which shall be binding and be followed by the parties.
- h) Either party may terminate this Agreement by providing the other party with three calendar months advance notice. Such termination shall take effect at the end of the three-month period or the end of the Program's phase in progress at that time, whichever is later. In this eventuality, CUTM shall be liable to refund the un-spent portion of the funds released to it till the date of termination of the Program.
- i) Unless otherwise terminated by written agreement between the parties, or in terms of this Agreement, the Agreement will remain in force for Twenty four (24) months from the date of signing and may be renewed or extended by mutual consent, in writing.

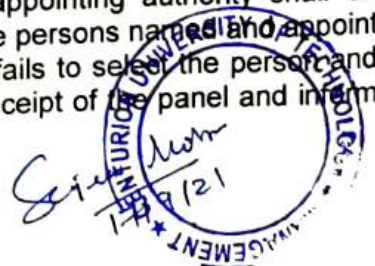
j) **Settlement of Disputes:**

- j (1) The Parties shall use their best efforts to settle amicably any disputes arising out of or in connection with the agreement or the interpretation thereof, if any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the Agreement or breach thereof which Parties are unable to settle mutually within 30 days from the commencement of settlement proceedings, the same shall be referred to Arbitration as provided hereunder.

j (2) **Arbitration:**

- i) All disputes or differences which may arise between the Parties in connection with this MoA (other than those in respect of which the decision of any person is expressed in the MoA to be final and binding) shall, after written notice by either party to the other and to the Chairman cum Managing Director of the NMDC Ltd. (who will be the appointing authority), be referred for adjudication to the sole Arbitrator to be appointed as hereinafter provided.
- ii) The appointing authority will send within ninety days of receipt of the notice of arbitration a panel of three names of persons, not directly connected with the work, to the implementing Agency who will select any one of the persons named to be appointed as a sole Arbitrator within 30 days of receipt of names. If the appointing authority fails to send to the implementing Agency the panel of three names, as aforesaid, within the period specified, the contractor shall send to the appointing authority a panel of three names of persons who shall also be unconnected with the organisation by which the work is executed. The appointing authority shall on receipt of the names as aforesaid select any one of the persons named and appoint him as the sole Arbitrator. If the appointing authority fails to select the person and appoint him as the sole Arbitrator within 30 days of receipt of the panel and inform

*Signature*  
12/9/2024





the Contractor accordingly, the Contractor shall be entitled to invoke the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

- iii) The laws applicable to this MoA shall be the laws in force in India.
- iv) The Courts of Hyderabad, Telangana State shall have exclusive jurisdiction in all matters arising under this MoA.
- v) The Seat and Venue of the arbitral proceedings shall be Hyderabad, Telangana State, India.
- vi) The Arbitrator shall give reasoned Award and it shall be final and binding on the Parties.
- vii) Parties agree that neither party shall be entitled for any pre-reference or pendente-lite interest, i.e. date of cause of action till the date of the Award by the Arbitral Tribunal. Parties agree that claim for any such interest shall not be considered and shall be void. The Arbitral Tribunal shall have no right to award pre-reference or pendente-lite interest in the matter.
- k) That the CUTM agrees to indemnify and keep NMDC indemnified and hold harmless NMDC and their respective CMD, Directors, Officers, Employees, representatives against all civil and criminal liabilities, demands and / or claims whatsoever, including claims for not being in compliance with the provisions of applicable laws, rules, regulations and guidelines, and also against any losses, damages or expenses suffered or incurred that may be suffered or incurred as a result of the non-implementation of the initiative for any reason whatsoever in relation to this initiative. The CUTM shall be solely responsible for any matter concerning any dispute whatsoever as mentioned above including misdeeds of any kind done in the course of or in connection with the implementation of the initiative.

IN WITNESS where of the Parties hereto have executed this Agreement on 17<sup>th</sup> day of September, 2021 as mentioned above.

For and on behalf of

NMDC Limited

Name : Sunil Upadhyay

Designation : DGM(CSR&CC)

Witness :

Address :

For and on behalf of Centurion  
University of Technology & Management  
(CUTM), Khordha, Odisha

Name : Sanjeev Mishra

Designation : GM (Projects)

Witness :

Address :



Sanjeev Mishra

Jatni, Bhubaneswar





ଓଡ଼ିଶା ओडिशा ODISHA

R 146248

**Memorandum of Understanding  
between  
Centurion University of Technology and Management  
and  
Fibroheal Woundcare Private Limited**

This Memorandum of Understanding (MoU) is made on this 1<sup>st</sup> May 2024

BY AND BETWEEN

**The Centurion University of Technology and Management (CUTM)**, At- Ramchandrapur, P.O.- Jatni, Bhubaneswar, District: Khordha, Odisha, India, 752050, a NAAC A+ Grade accredited & UGC notified multi sector state University, also notified as a Skills University by Govt. of Odisha and Center of Excellence by Ministry of Skill Development & Entrepreneurship, Govt. of India, with its constituent campuses in Jatni, Paralakhemundi, Rayagada, Bolangir, Baleswar, Chhatrapur and Visakhapatnam (hereinafter referred to as “CUTM”) represented through its Authorized Signatory which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns.

AND

**Fibroheal Woundcare Private Limited**, a company incorporated under the laws of India, having its registered office at IS-21, KHB Industrial area, Yelahanka New Town, Bengaluru, Karnataka-560064, India (hereinafter referred as “FIBROHEAL”) which term shall mean and include its successors in interest and assigns of other part.





CENTURION and FIBROHEAL are individually referred as party and jointly referred as parties.

**WHEREAS**, CENTURION is carrying out academic activities such as teaching and training students at the under graduate and post graduate levels as well as carrying out research leading to M.Pharm and Ph.D. degrees, besides undertaking industrial consultancy and sponsored research and has highly qualified teaching faculty and well-equipped infrastructure such as land, building, computer, canteen, library, laboratories, workshops, etc. CENTURION has set standards in experiential education and knowledge creation across various fields, and it has reached beyond borders of universities and corporate across India and the World.

**WHEREAS** FIBROHEAL is engaged inter alia in the business of manufacturing and/or marketing of various pharmaceutical products

### **PURPOSE OF THIS MOU:**

CENTURION and FIBROHEAL have arrived at an arrangement for CENTURION's student internship program at FIBROHEAL and research publications and utilization of resources at CENTURION Research labs. This MoU is an understanding between the Parties to collaborate and conduct research and development programs on the following terms & conditions which are binding upon the Parties.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN THE PARTIES AGREE AS FOLLOWS:

### **The MoU envisages the following:**

Collaborative technical and development activities in the field of research are listed below. The following activities will be carried out between FIBROHEAL and School of Pharmacy & Life Sciences of CENTURION.

#### **1. Scope**

##### **1.1. Research Publication:**

While it is assumed that results of any joint research project shall be jointly published, each party reserves the right to publish its own results that have been generated in the course of such research project. FIBROHEAL and CENTURION agree to abide by the policies of any journals in which its research may be published including such matters as the public release or availability of data or materials relating to the publication provided that any requirements inconsistent with the terms herein will first be discussed among the researchers of the participating institutions. Authorship will be based on contributions to the research and in accordance with academic standards and custom. Proper acknowledgment will be made for the contributions of each party to the results being published.

Publication of results shall include, but not be limited to, the publication of such results in any journal, magazine, website, newspaper article or any other written form of conveyance



including posters that are commonly used at scientific meetings as well as any oral presentation of such results in any public forum of meeting.

## **1.2. Exchange of Knowledge**

- (a) Student internship program to help CENTURION students gain industry experience, exchange programme enabling the faculty members of CENTURION, to work for short periods in FIBROHEAL and the resource persons of FIBROHEAL to serve as visiting faculty in the identified programmes / areas. FIBROHEAL will pay a stipend to the Centurion resources (students/faculties) subject to the mutual agreed amount.
- (b) Any student(s) undergoing internship with FIBROHEAL, if found violating FIBROHEAL policies, rules and regulations or indulging in such activities that amounts to tarnishing the image of FIBROHEAL, or causing damage to the person and/or property of FIBROHEAL or any other misconduct, such student's internship program at FIBROHEAL would be terminated. FIBROHEAL's decision as to student's misconduct will be final and binding on both students and CENTURION. FIBROHEAL would not be liable for any payment as compensation or damages for such termination.
- (c) student(s) shall devote their best efforts for attending any internship and shall maintain at least 90% attendance every month and provide written intimation for any absence to FIBROHEAL. In the event of continuous fifteen (15) days absence without satisfactory justification, such student's internship program at FIBROHEAL will be terminated automatically, except in unavoidable circumstances with prior approval.

## **1.3. Sharing of Facilities**

CENTURION agreed to share its R&D facilities in order to promote academic research as a part of internship offering.

## **2. CONFIDENTIALITY**

The parties hereby agree not to disclose or divulge any confidential information which is not available to public but received from a party to any third person.





- (a) Confidential Information" shall mean all information provided by **FIBROHEAL** ("Disclosing Party") to **CENTURION** ("Receiving Party") or accessed by Receiving Party in the performance of the MOU, whether in writing, pictorially, in machine readable form, orally or by observation during visits to Disclosing Party's premises, including but not limited to: means and includes all registered or unregistered Intellectual Property, proprietary information, brand plans, financial information, know-how, processes, trade secrets, technology, Inventions, customer information, supplier information, sales statistics, pricing information, market intelligence, marketing, business records, business strategies and any other information so classified by a party to be Confidential Information, provided that Confidential Information excludes any information which:
- (i) is in the public domain,
  - (ii) was available to Receiving Party from a source other than the Disclosing Party,
  - (iii) becomes public knowledge or comes into the public domain through no action, failure to act or omission of the Receiving Party subsequent to disclosure, or
  - (iv) becomes available to the Receiving Party from a third party who has not obtained it in breach of any agreement with the Disclosing Party.
- (b) The confidentiality obligations under this clause shall extend to a period of two (2) years from the date of termination or expiration of this MOU.
- (c) The Parties recognize that, by virtue of this MOU, they may be given and have access to Confidential Information. Receiving Party undertakes 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 MOU) 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 MOU, 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.
- (d) The Receiving Party agrees to maintain the Disclosing Party's Confidential Information with at least the same degree of care it holds its own information and, in any case, not less than a reasonable degree of care. The Confidential Information shall be used solely for the purpose of this MOU and will be kept strictly confidential by the Receiving Party and shall not be disclosed, in whole or in part, to any other person or party without Disclosing Party's prior permission in writing. The Receiving Party may disclose the Disclosing Party's Confidential Information only to its officers and employees concerned with the relevant activity of Receiving Party in which the Representative is involved, which may include the students of CENTURION only if agreed by FIBROHEAL in writing ("Representatives") provided (i) the Representative has a need to know such information for such activity; (ii) the disclosure is limited to the purpose of conducting such activity and (iii) Representatives will be informed of the confidential nature of the





information and shall be bound by similar obligations of confidentiality and non-use as are contained in this MOU.

- (e) The Receiving Party hereby undertakes on behalf of itself and Representative to keep the Confidential Information safe and secure at all times and separate from any other information, not to use, reproduce, transform or store any of the Confidential Information on an externally accessible computer or electronic information system or transmit it in any form outside its normal place of business or is not disclosed or duplicated for the use of any third party.
- (f) Notwithstanding anything to the contrary contained in this MOU, it is agreed between the parties and CENTURION hereby acknowledges that FIBROHEAL, its group companies and/or its or their authorized third parties shall have access to the contents of this MOU including personal information and sensitive personal data or information of CENTURION as contained in this MOU or as may be exchanged whilst performing the obligations under this MOU. CENTURION hereby expressly permits such disclosure and waives any right to object in future.
- (g) CENTURION acknowledges and understands the sensitivity of the Confidential Information to which its Representatives may have access to while at any FIBROHEAL facilities or premises and shall take all steps to ensure its Representatives handle any such Confidential Information with the standard of care expected from the MOU or under this MOU, including but not limited to reinforcing its obligation towards FIBROHEAL with each of its Representatives

### 3. INTELLECTUAL PROPERTY RIGHTS (IPR)

- (a) Parties or their affiliates hereby warrant, covenant and undertake that at any point of time during this MoU or after termination thereof they shall not use the name and related trademarks, logos or any other name used by in any internal or external media or any publications without obtaining the prior consent of respective party in writing.
- (b) "Invention" shall mean any discovery, concept, or idea, whether or not patentable, made during the conduct of the study/research, and arising directly or indirectly 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.
- (c) "Intellectual Property Rights" shall mean all industrial and intellectual property rights whether registered or unregistered, including patent rights, rights in inventions, trademarks and service marks copyrights, moral rights, trade secrets (including applications for, and registrations, extensions for the foregoing as applicable), and "Intellectual Property" shall mean the subject matter of such Intellectual Property Rights.
- (d) Information and disclosures made in connection with or in furtherance of this MOU are FIBROHEAL' confidential information and CENTURION shall protect the information accordingly.





- (e) It is recognized and understood that the existing Inventions and technologies of FIBROHEAL and CENTURION are their separate property, respectively and are not affected by this MOU 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 any research collaboration initiated by FIBROHEAL and sponsored/funded by FIBROHEAL to CENTURION (if so agreed between Parties), the Intellectual Property of those collaboration research projects exclusively belongs to FIBROHEAL.

It is agreed between the Parties that in the event that the ownership rights of the Intellectual Property directly or indirectly arising out of collaborative projects/research initiatives/ideas/sponsorship (if any) done by FIBROHEAL belongs to FIBROHEAL; and CENTURION is obliged to take all necessary steps to ensure ownership rights of Intellectual Property transferred to FIBROHEAL, including the disclosure to FIBROHEAL of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments, and all other instruments that FIBROHEAL may reasonably deem necessary in order to apply for and obtain such rights in the material developed and in order to assign and convey to FIBROHEAL.

#### **4. INDEMNIFICATION**

CENTURION, shall indemnify and hold FIBROHEAL harmless from liability resulting from the negligent acts or omissions of CENTURION, its students, faculty, agents or employees pertaining to the activities to be carried out pursuant to the obligations of this MOU; provided however, that CENTURION, shall not hold FIBROHEAL harmless from claims arising out of the negligence or willful malfeasance of FIBROHEAL, its officers, agents, or employees, students, or any person or entity not subject to CENTURION, supervision or control or by negligent failure of CENTURION to comply with any applicable governmental requirements or to adhere to the terms of any research (if agreed between Parties) or negligence or willful malfeasance by an officer, agent, or employee of CENTURION.

#### **5. REPRESENTATIONS AND WARRANTIES**

Each of the Party here to represents and warrants to the other as under:

- (a) It is duly incorporated and validly existing under the Law and is legally competent to enter into and has full right, power and authority to execute and deliver this MOU and, and to do all things necessary for the performance of this MOU
- (b) All approvals that are required to be obtained/made, before execution, delivery and performance of its obligations hereunder have been duly obtained/made.
- (c) The execution, delivery and performance by it of this MOU does not and will not:
  - (i) Violate any of the provisions of its constitutional documents;
  - (ii) Breach or result in a default of any agreement entered into by it or of any contract, agreement, instrument or document to which it is a party or by which it or its assets are bound.
  - (iii) Breach or otherwise violate any order, writ, injunction or decree issued by any judicial, quasi-judicial or Government Authorities or entity or violate any law, rule, regulation, ordinance or code of any governmental entity applicable to it, its business or assets.
- (d) It has not filed for bankruptcy or has been involved in any bankruptcy, liquidation or winding up proceedings whatsoever.





## 6. VALIDITY PERIOD AND TERMINATION

- (a) The validity period of this MoU and the Project exclusivity (under the scope of this MoU) is for five (5) year from signing of this MOU by both the Parties and may be renewed further if mutually agreed in writing.
- (b) This MoU can be terminated by either party by giving a notice of one (1) month in writing to the other party.
- (c) Each Party is entitled to terminate this MOU forthwith in the event:
  - (i) Other Party fails to perform any material obligation under this MOU or breach by other party of any representation, warranty or condition of this MoU.
  - (ii) For any reason whatsoever other Party becomes disentitled in law to perform its obligations under this MOU.
  - (iii) A change in constitution of other Party that will materially affect its ability to perform its obligations under this MOU
- (d) Upon termination of this MoU, each Party shall forthwith cease and desist from using the Intellectual Property of other Party and return all Confidential Information in its possession to the other Party. In the event of termination of this MOU FIBROHEAL shall not be liable for paying any sum or sums whatsoever by way of compensation, damages or loss or otherwise to CENTURION.

## 7. JURISDICTION

This MOU shall be governed and construed in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction.

If any disputes or differences arising between the parties which is not settled within thirty (30) days following the notification of the disputed issue, either Party may bring the matter to be settled through the *Arbitration and Conciliation Act, 1996*, (amendments) Rules. The Place of Arbitration shall be Hyderabad. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual consent. If parties fail to appoint sole arbitrator within a reasonable time, either party can approach court to appoint sole Arbitrator. The cost of Arbitration will be shared equally by both the parties. There is no provision for appeal against an arbitral award and it is final and binding between the parties.

## 8. AMENDMENT

This MOU may be amended suitable with written consent of both the parties from time to time as may be needed.

## 9. NOTICES

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

## 10. SEVERABILITY

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





## 11. ASSIGNMENT

Neither this MOU nor the rights or obligations hereunder shall be assignable or otherwise transferred or subcontracted by CENTURION or FIBROHEAL without the other's prior written consent provided that it is explicitly understood and acknowledged that FIBROHEAL shall be entitled to assign its rights and obligations under this MOU to any of its affiliates or successors. Any attempted assignment not permitted herein will be void.

## 12. FORCE MAJEURE

Neither of the Parties shall be held liable for non-performance or delayed performance of the obligations under this MOU 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, pandemic 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.

## 13. RELATIONSHIP CREATED

Nothing contained in this MOU shall be construed as constituting a partnership, joint venture, or agency between the parties hereto. Relationship of parties shall be that of a principal to a principal. Each party will be independently liable to comply with all applicable regulatory requirements and maintain appropriate documentations for the same. Neither party will be a partner or agent of the other and does not have the power or authority, directly or indirectly, to bind the other party in any agreement with any other third party or otherwise to contract, negotiate or enter into binding relationship for and on behalf of the other party, unless the same has been agreed upon between the parties hereto in writing.

## 14. ANTI-BRIBERY AND CORRUPTION

- (a) CENTURION agrees that, in connection with the performance of this MOU, it shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that it has not, and covenants that it will not commit any act of bribery, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting it or FIBROHEAL in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to government officials to secure or expedite a routine or necessary action to which we are legally entitled.
- (b) In the event FIBROHEAL has reasonable doubt that CENTURION has failed to perform its obligations in accordance with this Clause, FIBROHEAL shall have a right to immediately suspend all operations under this MOU with notice to CENTURION in this regard, pending FIBROHEAL's assessment of such failure, and to inter alia call upon CENTURION to provide within 21 days of such notice, justifiable and satisfactory response thereto including



furnishing any records /documentary proof /information in relation to the alleged doubt / failure. If CENTURION fails to comply with this request of FIBROHEAL within 30 days or if after reviewing the documents/information as provided by CENTURION to FIBROHEAL, FIBROHEAL comes to a conclusion that that there has been a failure of this Clause by CENTURION, FIBROHEAL shall be entitled to terminate this MOU immediately. CENTURION shall have no claim against FIBROHEAL for compensation for any loss of whatever nature by virtue of the termination of this MOU in accordance with this Clause.

## 15. COUNTERPARTS

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

(signature page follows)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS MOU TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON DATE, MONTH AND YEAR REFERRED TO ABOVE.

For Centurion University of Technology and Management      For Fibroheal Pharmaceuticals Private Limited

*Anita Patra*

Signature: .....

Name: Dr. Anita Patra

Designation: Registrar

Seal:

**REGISTRAR**  
Centurion University of  
Technology & Management  
Odisha

*Tapan Kumar Dash*

Signature: .....

Name: Dr. Tapan Kumar Dash

Designation: Senior Manager R & D

Seal:





### MEMORANDUM OF UNDERSTANDING

This Agreement entered on 12<sup>th</sup> day of September 2023 at **BHUBANESWAR** between

**UTKAL HEALTHCARE PVT.LTD -UTKAL HOSPITAL**, having address at Defence Colony Rd, Neeladri Vihar, Chandrasekharapur, Bhubaneswar, Odisha 751021, India, represented by authorized signatory, **Mr. Arun Khilar**, (CFO), herein called **First Party** which expression may also include its representative if situations are not objectionable and acceptable to other party.

**And**

**INDEPENDENT Ethics Committee CUTM**, having address at Ramachandrapur, Jatni, Odisha 752050, India represented by authorized signatory **Dr. Gurudatta Pattnaik ( Dean)** herein called **Second Party** which expression may also include its representative if situations are not objectionable and acceptable to other party.

Whereas;

- The first party is involved in providing healthcare services and is engaged in conduct of clinical research activities having registered Institutional Ethics Committee under its authorization.

The second party is an Independent Ethics Committee registered with the Indian Regulatory body for review of drug and device studies. (Registration No: **ECR/349/Indt/OD/2021**)

- The third party as **SMO (Uni-Ray Care Research Pvt.Ltd)** is involved in providing healthcare services and is engaged in conduct of clinical research activities but **not** having registered Institutional Ethics Committee
- The fourth party is involved as **Principal Investigator** of studies to be conducted on the premises of third party.

Whereas;

- All the parties have agreed to execute this memorandum of Understanding pursuant to which all parties agree to undertake the roles and responsibilities as stated herein.

| <b>Role and responsibilities of UTKAL HOSPITAL (First party)</b>                                 | <b>Role and responsibilities of Ethics Committee IEC-CUTM (Second party)</b>   |
|--|--|
| The first party will be engaged for supporting the Institutional Ethics Committee (Second Party) | The second party will be engaged in review, approval and oversight of research studies. Oversight includes audits to research studies approved and conducted at premises of third party by the fourth party. |

The Parties agree that they will abide by the roles and responsibilities defined and demarcated aforesaid, provided that the roles and responsibilities of each Party may be modified by way of written agreement only, prior to making any changes.

### **1. Period of agreement**

This agreement will be valid for a period of **2 years** from date of final signature on the MOU, which will be extended if mutually agreed at the completion of tenure.

### **2. Confidentiality**

All the times during the term of MoU and thereafter each Party shall hold in strictest confidence and shall not disclose, use, lecture upon or publish any of the other Party's Proprietary information (as defined as part of this paragraph), except as such disclosure, use or publication may be required in connection with such Party's performance of its obligations under this MoU. This term "Proprietary Information" shall mean trade secrets, confidential



knowledge, data or any other proprietary information of the Party. The third and fourth party agree to provide access to the second party for review of research studies approved by it to ensure compliance to GCP and regulations.

### 3. Notices

All notices, requests, consents and other communications under this Agreement must be in writing and must be:

- i) Mailed / sent by registered post /courier
- ii) delivered (in person or by email, facsimile transmission, telex) against receipt to the address already mentioned above.

### 4. Indemnification

The shall indemnify **first and second party** and hold harmless against all third party claims, suits, demands, actions and proceedings, judgments, penalties, damages, costs and expenses (including legal fees and costs), losses or liabilities of any kind ("Claims") which may arise due to trial related activities or result from the breach of any representation, warranty or other obligation of such party contained of this MoU.

### 5. Termination of Trial Specific Agreement:

If any trial/study brought by fourth party is already going on, at contractual basis and if for any reason the trial must be terminated by sponsor, Ethics Committee, Regulatory or Investigator; the fourth party will inform the other parties within 7 days of such a decision being made. All dues up to the point of termination will be cleared by the second party as per agreed terms.

### 8. Dispute Resolution

8.1 **Dispute:** Where a disagreement or dispute arises out of or in connection with this MoU, the aggrieved party may give written notice of the dispute to the other party.

8.2 Attempt to Settle Dispute

8.2.1 In the event that an aggrieved party gives notice of a dispute to the other party, the Parties must use their best endeavors to resolve the dispute in good faith through negotiation.

8.2.2 Where the Parties are unable to settle a dispute within 30 days of the aggrieved party giving notice to the other that a dispute exists, the parties must make representatives with authority to settle the dispute. At least one meeting of the authorized representatives must take place within 21 business days of service of the referral of the dispute to them.

8.3 Mediation - If the dispute is not resolved in accordance with clause 8.2 above, the parties may refer to dispute to mediation under the mediation rules of India to: a mediator agreed by the Parties; or

8.3.1 If the Parties are unable to agree a mediator within the agreed upon time, a mediator nominated by the court in India.

8.4 Cost of Mediation - Each party must bear its own mediation costs. The parties must bear equally the costs of any mediator.

8.5 Termination of Mediation - The mediation process will terminate within 30 days of the appointment of the mediator, upon which any Party will be entitled to commence court proceedings in relation to this dispute.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

Accepted & Signed by first party (UTKAL HOSPITAL, Bhubaneswar)

Signature: 

Name: Mr. Arun Khilar (CFO)

Date:



Accepted & Signed by second party (Independent Ethics Committee -CUTM)

Signature: 

Name: Dr. Gurudattapattnaik (Dean)

Date: 13/09/2023  
Member Secretary  
CUTM-IEC, BBSR







**Centurion University of Technology and Management**

Vizianagaram Andhra Pradesh, INDIA.

(Established Vide AP Act. No. 3 of 2016, G.O.Ms.No. 23)

Mob. : 9392901883. email : registrar@cutmap.ac.in website : www.cutmap.ac.in

**Centurion**  
**UNIVERSITY**

*Shaping Lives...Empowering Communities...*

## **MEMORANDUM OF UNDERSTANDING**

**Bio Forensics Research Center, Italy**

**AND**

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT,  
VIZIANAGARAM, ANDHRA PRADESH & BHUBANESWAR, ODISHA**

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into this agreement on this day April 28<sup>th</sup>, 2022 by and between for a tenure of Five years, and may be continued thereafter after suitable review and agreement.

**Bio Forensics Research Center, Italy**, was born with the goal to produce scientific activities in the forensic biology field. An important part of the research task will focus on the detection of the biological evidence and on the developments of protocols and new methodology in order to improve the identification and the collection of the evidence. Bio Forensics Research Center started already the procedure for partnership with many universities, Italians and internationals. The aims of the research center are to improve the scientific support to the Justice system. (Considered to be the **First Party**).

**AND**

**THE CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT (CUTM) Andhra Pradesh, Odisha and GTETS (Part of Centurion University)** a wholly owned institution of Centurion Group, established as per private University Act of Andhra Pradesh, having its Corporate Office at Door No.39-33-33, VUDA Colony Phase 1, Madhavadhara, Visakhapatnam (considered to be the **Second Party**).

### **AND TOGETHER HEREAFTER REFERRED AS PARTIES**

Whereas the first party **Bio Forensics Research Center, Italy** offers internship programs to provide research and training for students who are pursuing careers in forensic science that give the knowledge of different possible areas of forensic science, criminal investigation, criminology and other related fields. The main aim is to provide equal opportunities to those aspiring students who don't have access to traditional learning methods.



# Centurion University of Technology and Management

Vizianagaram Andhra Pradesh, INDIA.

(Established Vide AP Act. No. 3 of 2016, G.O.Ms.No. 23)

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And whereas the second party is an Educational Institution providing education in various courses and programs including certificate courses U.G., P.G. and PhD programs in Engineering and Para Medical Courses. It has the vision and mission to impart quality education of International standards with a major focus on conducting skill development and outreach programs. At present it is also conducting Under Graduate programs in Paramedical Courses in Forensic Science, Radiology, Anesthesia and Optometry.

The first party, namely **Bio Forensics Research Center, Italy** has excellent infrastructure and qualified faculties and man power to impart services to various Government and Corporate agencies to help them in the field of forensics.

Whereas the second party, CUTM has established all the curriculum related laboratories and has employed very highly qualified faculty to train the students both in theory and practice with the best administrative and academic management. CUTM has set best objectives to impart quality and high standard education. Internship and practical training are included in the curriculum as mandatory.

## COMMITMENT OF THE FIRST PARTY

- A. To permit the students of Centurion University, Andhra Pradesh and Odisha to Bio Forensics Research Center, Italy, for internship on payment with a concession basis.
- B. To permit them to undergo practical training under the supervision of a person in charge.
- C. To permit them to get hands on training in the available equipment.
- D. To deliver expert lectures in Centurion University by eminent faculties of Bio Forensics Research Center, Italy at their convenient time.
- E. To permit them to do project under the supervision of respected faculty. Any scientific publication resulting from the collaborative research will be co-authored jointly to reflect relevant contributions made, citing names of the authors and the two institutions.
- F. To organize workshops, seminars and conferences collaboratively.

## COMMITMENT OF THE SECOND PARTY

- A. To permit the technical staff of the first party to the CUTM to take the training in theory from the qualified faculty.





# Centurion University of Technology and Management

Vizianagaram Andhra Pradesh, INDIA.

(Established Vide AP Act. No. 3 of 2016, G.O.Ms.No. 23)

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**Centurion**  
**UNIVERSITY**

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- B. To give priority in admissions for the technical staff of the first party to upgrade their qualification subjected to the eligibility and admission criteria.
- C. To take all the initiatives to send only disciplined candidates for taking practical training from the first party.
- D. To permit the students of internship to extend their services to the first party as and when required without any obligations what so ever.
- E. The number of technical staff will be permitted to take training in CUTM depending on mutual convenience of the two parties.

It is important for both parties to this agreement to be reasonable in every aspect of activity undertaken by both parties to achieve common goals.

It is also important for both parties to respect each other without any conflict and without any legal complications. In the case of unforeseen and unexpected problems arising in any one of the two parties or both parties, it is important to address and settle them by mutual discussion only.

In the event of noncompliance by any one of the parties or both the parties to the agreement may be terminated in writing with one-month notice from either side amicably without any conflict.

The purpose of the MOU is strictly limited to the expression of the parties to the mutual understanding and cooperation and is not intended to impose any legal obligations of any nature on either party.

**Dott. Eugenio D'Orio**

**Gen. Director**

Bio Forensics Research Center,  
Via Michele Mazzella 181,  
Ischia, 80077  
Italy



**AUTHORISED SIGNATORY**

Centurion University of Technology & Management  
Vizianagaram-535003  
Andhra Pradesh, India



ଓଡ଼ିଶା ओडिशा ODISHA

S 325232



MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

**COMPOSITE REGIONAL CENTRE FOR SKILL DEVELOPMENT,  
REHABILITATION AND  
EMPOWERMENT OF PERSONS WITH DISABILITIES (DIVYANGJAN),  
BALANGIR, ODISHA**

**(Under Administrative control of Swami Vivekanand National Institute  
of Rehabilitation Training and Research)**

AND

**CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT, ODISHA,  
BALANGIR CAMPUS**

This Memorandum of Understanding (MoU) is entered into on the ..... day of August 2024 by and between **Composite Regional Centre for Skill Development, Rehabilitation and Empowerment of Persons with Disabilities (Divyangjan)** (hereinafter called CRC Balangir) situated at Sashtri Nagar, Near Kendriya Vidyalaya No.2, Dist-Balangir - 767 001 represented by its Director, of the FIRST PART;

And

**Centurion University of technology and management, odisha, balangir campus** represented by its Director, as the SECOND PART.

Page 1 of 3

  
**Dr. Pradeep Kumar Sarangi**  
Regional Director  
CUTM, Balangir Campus

  
**DIRECTOR**  
**SRE, BALANGIR**  
**ODISHA**



## Objectives of the MoU

- a. Research collaboration between the two organizations.
- b. Any other objectives promoting these causes as mutually agreed upon between the Parties.

### 1. Specific Areas of Collaboration

- a. Joint research publications/projects
- b. Preparing of alternate materials (specifically pyro-electric materials, piezo-electric materials, multi-ferroic materials) for the Prosthetic & Orthotic department.
- c. For the development of alternative cost effective new materials used in modalities for the Prosthetic & Orthotic and other departments of CRC Balangir.
- d. Exposure visit of the students of Centurion University of Technology and Management
- e. Using of facilities, Labs and equipments for research purpose.
- f. Organization of joint conferences, workshops, and seminars
- g. Community health initiatives.

### 2. Terms and Conditions:

- a. This MoU may be amended, renewed and terminated by mutually written agreement at any time.
- b. Either organization shall have the right to terminate this MoU serving 60 days prior written notice to the other Organization.

### 3. Confidentiality

- a. CRC, Balangir and Centurion university of technology and management agree to hold in confidence all information/data designated by the Organisations as being confidential which is obtained from either Organisation or created during the performance of the MoU and will not disclose the same to any third party without the written consent of the other Organisation.
- b. The above confidential clause under this MoU excludes the information/data possessed by either Organisation before entering into this MoU independently developed and/or information already available through public domain.

### 5. Duration of MoU

This MoU shall be valid from the effective date specified in the opening paragraph for a period of 5 yrs.

### 6. Coordinators

For facilitating effective implementation of provisions of MoU and implementation of provisions therein will be monitored by the Prosthetist & Orthotist of CRC, Balangir and a nominated faculty coordinator Dr. Nilaya Kumar Mohanty, Associate Professor, Department of Physics, School of Applied Sciences from CUTM, Balangir Campus every three months. Both Organisations will designate Officials who will have responsibility for coordination and implementations of this MoU. However all communications in this regard are to be addressed to the Director, CUTM, Bolangir and Director, CRC, Balangir.

  
Pradeep Kumar Sarangi  
Dr. Pradeep Kumar Sarangi  
Regional Director  
CUTM, Bolangir Campus


  
DIRECTOR  
CRCsRE, BALANGIR  
ODISHA


## 7. Intellectual Property Rights

The intellectual property rights (IPR) that arise as a result of developing and strengthening Academic and Institutional activities between CRC, Balangir and CUTM, Bolangir under the MoU will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two Organizations.


## 8. Signed in Duplicate

The MoU is executed in duplicate with each copy being an official version and having equal legal-validity. By signing below, the Organisations acting through their Authorized Representatives have caused this Memorandum of Understanding to be executed, effective as of the day and year first above mentioned.


  
For and on behalf of 05/8/2024  
Director, CRC, Balangir  
**DIRECTOR  
CRC/SRE, BALANGIR  
ODISHA**

  
For and on behalf of 5/8/2024  
**Dr. Pradeep Kumar Sarangi**  
Director, CUTM, Bolangir  
**Regional Director  
CUTM, Bolangir Campus**

### Witness 1

Signature:   
Name: *Devi Prasad*  
Address: *CRC, Balangir, Odisha*


### Witness 1

Signature:   
Name: *Subhasmita Sahoo*  
Address: *CRC/SRE, Balangir.*

### Witness 2

Signature: *Dr. Purnajyoti Biswal*  
Name: *Dr. Purnajyoti Biswal*  
Address: *CPS, Balangir, IDCO Land,*

### Witness 2

Signature:   
Name: *Ankita Subhasmita Gachua*  
Address: *JITM HSS, Rajib Nagar, IDCO Land, Balangir, Odisha*





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**Memorandum of Understanding**

**Between**

**Apollo Hospitals Enterprise Limited (Hospital)**

**And**

**Centurion University of Technology & Management (CUTM)**

This agreement is entered on 21<sup>st</sup> July, 2021 at Bhubaneswar.

**BETWEEN**

**APOLLO HOSPITALS ENTERPRISE LIMITED**, Plot No.251, Sainik school Road, Unit -15, Bhubaneswar, Odisha-751005 (A 350 bedded Multispecialty Hospital) hereinafter referred to as "**Hospital**" represented through its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)

**AND**

**Centurion University of Technology and Management (CUTM)**, Ramchandrapur, P.O. – Jatni, Bhubaneswar, Dist: Khurda, Odisha, India, 752050, a NAAC A Grade accredited & UGC notified multi sector State University, also notified as a Skills University by Govt. of Odisha and Center of Excellence by Ministry of Skill Development & Entrepreneurship, Govt. of India, with its constituent campuses in Jatni, Paralakhemundi, Rayagada & Bolangir & AP. Hereinafter referred to as "**CUTM**" represented through its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)

  
Sudhir M Digikar  
Regional CEO - Central Region  
Apollo Hospitals Enterprise Limited

  
Anita Patra  


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14/7/21

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DISTRICT TREASURY  
KHURDA, BHUBANESWAR  
29 JUN 2021  
ADDL. TREASURY OFFICE

x Guanidhi Das

112  
C.R. PRUSTY  
Stamp Vendor  
D.S.R, Bhubaneswar



CUTM has also constituted a **School of Paramedics & Allied Health Sciences (SPAHS)** which offers various certificate, diploma, degree & post graduate courses that are approved by DMET, Govt. of Odisha.

#### Towards

Building institutional collaboration towards clinical teaching, practical training, faculty development, internship training and placement of paramedical & allied health science students of the Centurion University of Technology and Management, Bhubaneswar

Whereas, CUTM's School of Paramedics and Allied Health Sciences is approved by State Allied Medical Council of Odisha or Director Medical Education & Training (DMET).

Whereas, CUTM is interested to send its students for practical training to the hospital as per the requirement of INC (Indian Nursing Council) & DMET guidelines, to which the Hospital is agreed to give practical exposure to the students of CUTM on the following terms and conditions:

1. This agreement shall be restricted to academic only cannot be used for commercial purpose.
2. The Students shall undergo training during the Shifts as per the protocol of the hospital.
3. CUTM shall furnish the name, address, photographs and other relevant details of the concerned student supported by documentary evidence, viz., Aadhaar Card, Voter ID, University ID Card to the hospital along with the department in which he/she wants to take training.
4. The Hospital shall issue temporary ID cards to the students during the period of training and the same shall be returned to the Hospital on the last day of completion of training at the Hospital. During the training, the students shall wear the temporary ID card, failing which they shall be treated as absent.
5. The responsibilities that the students have to discharge during the period of training at the Hospital shall be prepared by the hospital / Academic roster plan of the University as per the standard operating procedure and shall be communicated to the respective Student prior to the commencement of training at the Hospital.
6. Upon successful completion of the training each of the students will be awarded with a Training Completion Certificate by the Hospital.
7. Upon completion of successful training, the Hospital shall not be duty bound to absorb any of the students. However hospital is at liberty to take the selected

  
Sudhir M Diggikar  
Regional CEO - Central Region  
Pradesh, Chhattisgarh & Odisha  
Hospitals Enterprise Limited

  
Anita Patra  


students in its payroll based on the performance and evaluation as well as on completion of the course.

**8. Reporting:**

The students shall report administratively to Nursing Superintendent of the Hospital.

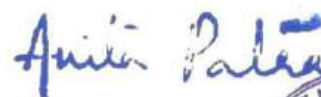
**Candidates' Discipline and Behaviour:**

The students shall abide by the rules, regulations and standard operating procedure of the Hospital. This shall include but not limited to punctuality, grooming, communication etiquettes, disciplined behavior and obligation towards patient care etc.

Any consequential effect arising to the student during the training period while implementing the standard operating procedure, the Hospital shall not be held responsible for the same.

9. During the period of training, if any mishap occurs at the workplace, the hospital shall not be held responsible for the same. The students shall undergo the training purely at his/her own risk.
10. During the period of training the Student shall not be eligible for any remuneration.
11. The Hospital reserves its right to withhold the training of any or all of the Students for any violation of the Rules, Regulations and standard operating procedure of the Hospital. The students shall strictly adhere to the confidentiality guidelines of the Hospital.
12. The Student Internship opportunity provided to the students in no way ascertains any commitment to give any job opportunity or placement in any way and it is the sole discretion of the other party
13. The Hospital reserves its right to terminate the MOU for any disciplinary issues, even without serving any prior notice to CUTM. However, The Hospital and CUTM individually is at liberty to terminate the agreement by giving two months' notice to the other party in writing.
14. Onus lies on CUTM to bear the cost of accommodation, transportation and food expenses of the students during the tenure of the agreement.

  
Sudhir M Diggikar  
Regional CEO - Central Region  
Andhra Pradesh, Chhattisgarh & Odisha  
Apollo Hospitals Enterprise Limited







15. CUTM shall not utilize name and logo of the hospital in any form without written permission of the hospital.

16. Onus lies on CUTM to send minimum **30 Students** (which may exceed), for six-month internship in the hospital along with regular training. The courses offered by CUTM (SoPAHS) and intake capacity of the course are attached in **ANNEXURE 1**.

**17. Indemnification:**

CUTM shall indemnify and continue to indemnify to the Hospital against all proceedings, claims, demands and financial loss, if any, in respect thereof pertaining to the training and any act of the Students during the period of training.

**Duration:**

The MOU shall be for a period of **5 years** with effect from the date of signing of the MoU and will be automatically extended for a similar period of 5 years unless otherwise agreed by writing.

**18. General:**

CUTM shall not utilize the name and logo of the hospital for the purpose of advertisement in any form.

19. Any dispute arising between the parties shall be resolved by amicable settlement and in case of failure shall abide by the jurisdiction at Bhubaneswar.

Signed on - \_\_\_\_

For Apollo Hospitals Enterprise  
Limited, Bhubaneswar



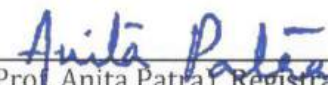
(Mr. Sudhir Diggikar)  
Regional CEO Orissa and  
Chhattisgarh

Sudhir M. Diggikar  
Regional CEO - Central Region  
Andhra Pradesh, Chhattisgarh & Odisha  
Apollo Hospitals Enterprise Limited

WITNESSES:

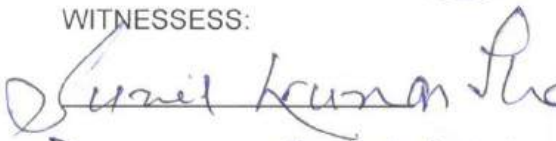
  
Arnab Smritidi Raha  
General Manager-Operations  
Apollo Hospitals Enterprise Ltd.  
251, Sankh School Road, Unit-15  
Bhubaneswar-751005, Odisha

For Centurion University of Technology &  
Management, Bhubaneswar, Odisha

  
(Prof. Anita Patra), Registrar  
Centurion University of Technology &  
Management, Bhubaneswar, Odisha



WITNESSES:

  
Dr. Sunil Kumar Sh  
Dean SoPAHS

**COURES OFFERED BY SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES & CUTM  
&  
BREAKUP OF STUDENT INTERNSHIPS AND DISTRIBUTION OF STUDENTS ACROSS COURSES**

| <i>Sl.No.</i> | <i>Course Name</i>                    | <i>Eligibility Criteria</i>  | <i>Duration</i> | <i>Intake Capacity</i> | <i>Students (1<sup>st</sup> Internship)</i> | <i>Students (2<sup>nd</sup> Internship)</i> |
|---------------|---------------------------------------|--|-----------------|------------------------|---|---|
| 1             | M.Sc In Medical Lab Technology        | BSc in Life Science, Biology, BAMS, BHMS, Biotechnology, B Pharma                        | 2 Years         | 60                     | 2   | 2   |
| 2             | M.Sc In Applied Clinical Microbiology | BSc in Life Science, Biology, BAMS, BHMS, Biotechnology, B Pharma                        | 2 Years         | 60                     | 2   | 2   |
| 3             | M.Sc In Optometry                     | B.Sc In Optometry  | 2 Years         | 30                     | 1   | 1   |
| 4             | B.Sc In Medical Lab Technology        | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 3 Years         | 60                     | 8   | 8   |
| 5             | B.Sc In Applied Clinical Microbiology | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 3 Years         | 60                     | 3   | 3   |
| 6             | B.Sc In Medical Radiation Technology  | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 3 Years         | 60                     | 6   | 6   |
| 7             | B.Sc In Optometry                     | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 4 Years         | 60                     | 2   | 2   |
| 8             | B.Sc In Anesthesia Technology         | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 3 Years         | 60                     | 6   | 6   |
| 9             | B.Sc In Emergency Medicine Technology | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 3 Years         | 60                     | 6   | 6   |
| 10            | B.Sc In Operation Theatre Technology  | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 3 Years         | 60                     | 15  | 15  |
| 11            | Bachelor of Physiotherapy (BPT)       | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 4 Years         | 40                     | 3   | 3   |
| *12           | Bachelor in Pharmacy                  | +2 Science with Physics, Chemistry, Biology and/or Mathematics with minimum of 50% marks | 4 Years         | 100                    |   |   |



Sudhir M Diggikar  
Regional CEO - Central Region  
Andhra Pradesh, Chhattisgarh & Odisha  
Apollo Hospitals Enterprise Limited

Anita Patra





|     |  |   |          |                        |    |    |
|-----|--|---|----------|------------------------|----|----|
| 13  | Diploma in Medical Lab Technology (DMLT)       | Pass in +2 Science with Biology and/or Mathematics as one of the subjects from a recognized board of the country. | 2 years  | 40 (Course Under DMET) | 1  | 1  |
| 14  | Diploma in Medical Radiology Technology (DMRT) | Pass in +2 Science with Biology and/or Mathematics as one of the subjects from a recognized board of the country. | 2 years  | 40 (Course Under DMET) | 1  | 1  |
| 15  | Diploma in Medical Lab Technology (DMLT)       | Pass in +2 Science  | 2 years  | 50 (Course Under NIOS) | 1  | 1  |
| 16  | Diploma in Medical Radiology Technology (DMRT) | Pass in +2 Science  | 2 years  | 50 (Course Under NIOS) | 1  | 1  |
| *17 | Diploma in Pharmacy                            | +2 Science  | 2 Years  | 60                     |    |    |
| 18  | Certified Ophthalmic Assistance                | +2 Science  | 2 Years  | 30                     | 2  | 2  |
| 19  | Certified Ophthalmic Surgical Assistance       | +2 Science  | 2 Years  | 30                     | 0  | 0  |
| 20  | Certified OT Technician                        | +2 Science  | 1 Year   | 30                     | 10 | 10 |
| 21  | Certified Dialysis Technician                  | +2 Science  | 1 Year   | 30                     | 10 | 10 |
| 22  | Certified ECG Technician                       | 10 <sup>th</sup> std.   | 6 months | 30                     | 0  | 0  |
| 23  | Certified EEG Technician                       | 10 <sup>th</sup> std.   | 6 months | 30                     | 0  | 0  |
| 24  | Certified EMG Technician                       | 10 <sup>th</sup> std.   | 6 months | 30                     | 0  | 0  |
| 25  | Certified Ward Technician                      | 10 <sup>th</sup> std.   | 6 months | 30                     | 0  | 0  |
| 26  | Certified Blood Collection Technician          | 10 <sup>th</sup> std.   | 6 months | 30                     | 0  | 0  |

**Note:** The point No.\*12 & \*17 as per the Annexure1 will be applicable for undertaking the Students Internship subject to the approval of Apollo Pharmacy.



Sudhir M Diggikar  
Regional CEO - Central Region  
Andhra Pradesh, Chhattisgarh & Odisha  
Apollo Hospitals Enterprise Limited

Anita Patra



### Patient – Non-Disclosure Statement

This is applicable for every student who will undertake a Student Internship and Project training and expected to abide and follow the protocol as per the hospital guidelines. The format will be as below:-

1. NAME OF THE STUDENT :
  2. REGISTRATION NO :
  3. NAME OF THE COURSE :
  4. DEPARTMENT ASSIGNED AT THE HOSPITAL :
  5. MOBILE NO :
- EMAIL ID :

I hereby undertake that:-

1. I will maintain all the information and records accessed of the patient as a part of the privacy policy and not disclose in any form to anyone whatsoever
2. I will follow the Bio Medical Waste policy and also the personal & hospital hygiene
3. It is mandatory to follow the Job Description assigned to you by the external guide(Hospital)
4. I will follow the Dress Code as per the norms of the hospital
5. I am expected to follow the assigned timings of your shift / roster plan and report on time without any excuses or reasons else will be taken up very seriously
6. I shall obtain prior approval for exceptions or report for emergency situation to the internal and external guide
7. I will have to submit periodically the progress of my internship to both internal and external guide for review

I hereby agree, that I have read and understood all the above points and fully agree to abide by them. However, if I am found not adhering to one or any of the above points the University may initiate and an appropriate action against me.

Signature of the Student  
Place :  
Date :

DEAN – SoPAHS  
Place:  
Date :

Hospital – HR  
Place :  
Date :

*[Signature]*  
Surthir M Diggikar  
Regional - Central Region  
Pradesh, Chhattisgarh & Odisha  
Hospitals Enterprise Limited

*Anita Patra*







తెలంగాణ తెలంగాణ TELANGANA

S No 1250 Date 19 NOV 2022

SOLD TO Jagannathan Rao slo Venkat Subba Rao

For Whom SELF

P.O. Hyderabad

### Memorandum of Understanding

Between

**Telangana Minorities Residential Educational Institutions Society (TMREIS)**

And

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

This agreement is entered on Thursday, 25th August 2022 at Hyderabad, Telangana.

This agreement is made between Telangana Minorities Residential Education Institutions Society (TMREIS), Hyderabad for Junior College of Vocational Program at TMR Institutions. Government of Telangana having its registered office at H. No 8-2-596/1/1, Road No. 10 Banjara Hills, Hyderabad. Represented by its Secretary, Mr. B. Shafulullah IFS. and

Centurion University of Technology and Management (CUTM), Ramchandrapur, P.O. - Jatni, Bhubaneswar, Dist: Khurda, Odisha, India, 752050, a NAAC A Grade accredited & UGC notified multi sector State University, also notified as a Skills University by Govt. of Odisha and Center of Excellence by Ministry of Skill Development & Entrepreneurship, Govt. of India, with its constituent campuses in jatni, Paralakhemundi, Rayagada & Bolangir & AP. Hereinafter referred to as "CUTM" represented by its Regional Director, JM Rao, its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)

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**SECRETARY**

Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad

For CENTURION UNIVERSITY

Regional Director.





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9 NOV 2022

1249 Towards  
S. No. 5-2-2021  
Hyderabad

S 937597  
MOHD YASEEN KHAN  
Licenced Signatory for  
LC No. 1/2021  
Reg. No. 1/2021  
S. No. 5-2-2021  
Taramandal Complex, Hyd-04.  
Ph: 9979957282

Whereas, CUTM is interested to provide full time consultancy in regular interval to update the system, develop curriculum alliance with Board of Intermediate, help in establishing a full-fledged laboratory and Industrial tie-ups for internships and placements.

### Terms & Conditions of the agreement

1. CUTM should work with TMREIS Junior College of Vocational Program schools for providing services for the below-

- To provide full time consultancy in regular interval to update the system
- To develop curriculum with collaboration of Board of Intermediate
- Help in establishing a fully equipped laboratory
- Industrial tie-ups for internships and placements

2. Our approach and deliverables will be strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Deep understanding of the present scenario and extending our expertise in the identified areas. We will work closely with team TMREIS to build and fulfil the needs of this project by the date which is mutually agreed upon. We will follow the Stage Gate process (for product development) or Log frame (for service) with meticulous documentation and rigorous review process. This ensures project - planning, presentation, communication, team work & collaboration, risk & its mitigation etc.

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SECRETARY  
Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad

For CENTURION UNIVERSITY

Regional Director.





3. The generic outcome will be:

- Strong and best curriculum at place for the training of the students
- Fully equipped laboratory to be set for giving the students a hands-on practical experience and making them industry ready
- Best industrial tie-ups will be provided to the students to give them a real time professional experience, which will make them professionally ready.
- 360-degree exposure will be provided to them through best industrial practices and frequent visit of the industry experts

4. It will be the responsibility of the CUTM to obtain rendering of services reports from the Principles of TMR Junior Colleges concerned in which the services are provided. In the absence of such reports, no payments will be released.

5. The job carried out shall be to the satisfaction of the Secretary TMREIS, else no payment will be made: Further, depending upon the severity of negligence, The TMREIS reserves the right to blacklist the agency for a suitable period or from further participation in any of this Society contracts. The decision of the Secretary TMREIS shall be final and binding on the bidder.

6. Rates shall remain fixed and valid during the period of work order/contract. TDS and any other Government Levies applicable on bill as per the instructions of Government of India and State Government Issued from Time to time shall be deducted.

7. If it is found that the CUTM has violated these conditions the agreement will stand terminated without any notice thereof.

8. The services should be commenced as per the schedule of the programme and to attend the exigencies as and when the situation warrants at all the TMR School points during the work order period, otherwise the approval of the service provider will be deemed to be cancelled. No notice will be given in prior.

9. The agreement entered is per one year for a period of date 1st September 2022 which can be extended further subject of satisfactory performance of the CUTM on year-to-year basis.

10. The Secretary, TMREIS, is empowered to add/delete for incorporating terms and conditions at any state.

11. The TMREIS shall have the right to inspect and verify the services rendered and under progress by its officers at any times.

12. No suit, prosecution or any legal proceedings shall lie against TMREIS or any person for anything, which is done in good faith or intended to be done in pursuance of the agreement.

13/11

## PROJECT DELIVERABLES AND TIMELINE

| Timeline                                   |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
|--|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|  | Year 1                |     |     |     |     |     |     |     |     |     |     |     | Year 2                |     |     |     |     |     |     |     |     |     |     |     |
|  | Jan                   | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan                   | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Task Name                                  | Dates to be specified |     |     |     |     |     |     |     |     |     |     |     | Dates to be specified |     |     |     |     |     |     |     |     |     |     |     |
| Gate 0                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| First level meeting with TMREIS            |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Second level meeting for need assessment   |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Drafting of 1st draft of MOU               |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Finalization of the MOU                    |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Signing of the MOU                         |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Gate 1                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Kick start of the project                  |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Designing of the courses                   |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Finalization of the courses                |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Setting up of the lab                      |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Gate 2                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Training starts                            |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Monitoring of the progress of the training |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Gate 3                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Industry tie-ups                           |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Internships                                |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Placements                                 |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |

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**SECRETARY**

Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad


For CENTURION UNIVERSITY

*[Signature]*  
Regional Director



### Cost Sheet


|   | Sl. No                        | Item Description  | Stakeholders involved                      | Expenses   |
|---|-------------------------------|---|--|--|
|   | Consultancy fees (OPEX)       |   |  |  |
| A | 1                             | Curriculum development  | CUTM                                       | 40,000   |
|   | 2                             | Setting up of the lab   | TMRIES 4 senior faculties will be involved | N/A (Four faculty members will be assigned by TMRIES to CUTM for this project) |
|   | 3                             | Industrial partnerships (for CSR funding, Internships & placements) | CUTM                                       | 60,000   |
|   | Per month expenses            |   |  | 1,00,000+GST (as applicable)   |
| B | Setting up of the lab (CAPEX) |   |  | Onetime Expenses   |
|   | 1                             | Medical Lab technician  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 2                             | Tourism and hospitality Management                                  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 3                             | Multi-Purpose Health Worker   | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 4                             | Livestock Management dairy technology                               | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 5                             | Computer Science  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 6                             | Accounting and Taxation   | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 7                             | Commercial garment Technology                                       | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 8                             | Construction Technology   | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 9                             | Agricultural crop Production  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |

  
for **TMREIS**  
(B. Shafiullah. IFS  
Secretary, TMREIS)


**SECRETARY**

Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad

Witness 1

  
(M.A. LATEEF ATEAR)

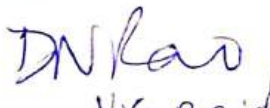
Witness 2

  
51 Page  
(MOHD. SUBHAN)


For **CENTURION UNIVERSITY**

  
for **CUTM** Regional Director.  
(J. M. Rao,  
Regional Director,  
Centurion University)

Witness 1

  
DN Rao (DN Rao)  
Vice president

Witness 2

  
(Dr. Geetha Nandini)



**Centurion**  
UNIVERSITY



Ministry of Transportation

**MEMORANDUM OF UNDERSTANDING ("MOU")**

**BETWEEN**

**CENTURION UNIVERSITY**

**AND**

**MINISTRY OF TRANSPORTATION**

Agreed and performed this Wednesday, September 14, 2022



This Memorandum of Understanding (MoU) is entered into between **CENTURION UNIVERSITY**, having its Head Office at R44R+R4J, Alluri Nagar Village, Sitapur, Odisha 761211, India (hereinafter referred to as "CENTURION UNIVERSITY"), represented by its authorized signatory **Dr. Supriya Pattanayak**, in his capacity as Vice-Chancellor of Centurion University, duly authorized for the purposes hereof;

And

**THE MINISTRY OF TRANSPORTATION**, having its head office at 3<sup>rd</sup> Floor of the Arambo Building, Boulevard Triumphant-Libreville-Gabon (hereinafter referred to as "The Ministry of Transportation") represented by **Mr. Brice-Constant PAILLAT**, in his capacity as Minister, duly authorized for the purposes hereof.

Hereinafter individually referred to as Centurion University or Ministry of Transportation, as the case may be, and collectively referred to as the Parties.

**WHILE:**

- i) **CENTURION UNIVERSITY** Centurion University of Technology and Management is a multi-sectoral private state university in Odisha, India.
- ii) The Ministry of Transport, a high authority body of the Government responsible for designing and guiding State policy in the area of Transport. Its main mission is to ensure the coordination of actions and contributes to the implementation of strategic orientations and the coordination of transport policy by its central entities and its branches, in collaboration with the other sectoral ministers concerned.
- iii) Both parties are keen to promote mutual cooperation in business relations and wish to expand the basis of collaboration through this MOU.
- iv) Both parties understand and acknowledge that this Memorandum of Understanding is a prerequisite for continued collaboration, investment, and other activities.

**THEREFORE, BOTH PARTIES HEREBY AGREE**

**ARTICLE I: Object**

The two parties, through this Memorandum of Understanding, express their commitment to collaborate in order to set up a Public-Private Partnership for the Development and Management of a Center for Maritime Studies in Gabon and the management of the national ship registry.

**ARTICLE II: Objectives**

The objective pursued within the framework of this memorandum of understanding is to establish a bilateral cooperation framework focused on the development of a Center for Maritime Studies in Gabon which will enable the Gabonese Maritime Administration on the one hand, to strengthen its capacities in qualified human resources and on the other hand to set up a reliable system of identification and registration of all navigation craft in the Gabonese Republic.



### **ARTICLE III: Areas of Cooperation**

The "Parties" agree to cooperate, in a general way, in all the initiatives which can contribute to the development, the installation, the construction of a Center of Maritime Studies and the management of a national register of ships. .

More specifically, cooperation between the "Parties" will focus on the following areas:

- i) The definition of training courses in line with the needs of the sector;
- ii) Identification of the training framework after exploration of possible host sites;
- iii) The development of mechanisms for the management of the register of vessels.

### **ARTICLE IV: Commitment of the Parties**

Both parties agree to work closely and therefore define for each the mode of intervention for the implementation of this memorandum of understanding.

#### ***As regards the Gabonese part:***

- i) Create within the Ministry of Transport an internal analysis framework allowing competent experts in the sector to identify training needs and the courses to be organized;
- ii) Work with the other administrations in charge of higher education and vocational training to agree on the mechanisms and conditions for implementing the project in accordance with the laws and regulations in force;
- iii) Identify the site or land to support the project for which external co-financing could be provided within the framework of partnerships and collaborations with other development support structures;
- iv) Facilitate the entry and installation of Maritime Consultants and Experts in Gabon;

#### ***For the Indian Party:***

- i) Support the Government of the Gabonese Republic on a technical level as part of the implementation of this project;
- ii) The establishment and the management of the Center for Maritime Studies including promoting the Center to major shipping companies and other maritime administrations around the world;
- iii) Preparing and assisting the Gabonese Republic for IMO Member State Audit Scheme (IMSAS);
- iv) To Assist the Gabonese government to strengthen the ship registry in Gabon, this will enhance maritime capacity building, by training Gabonese graduates to become future ship surveyors, seafarers and maritime administrators and will attract foreign ship owners as an open registry;
- v) To Assist the Gabonese government at IMO Maritime Safety Committee with the information which demonstrates the complete preparedness and full compliance to the relevant provisions of the convention (International Convention on Standards of Training, Certification and Watch keeping for Seafarers (STCW), 1978, as amended);



- vi) To prepare the draft guidelines for Maritime Training Institutions with the requirements for the approvals/accreditation of training facilities/courses accredited by Ministry of Transportation and to monitor the MTIs to ascertain their compliance with the relevant Sections of the STCW '78 as amended, and other related Regulations/Convention.

#### **ARTICLE V: Communications and Publications**

The parties " :

- i) Agree to make this Memorandum of Understanding public and to inform all other interested "Parties" of its purpose. They will agree on the form and content of any publicity or communication material related to the said protocol before its publication.
- ii) Agree to create an electronic link between their internet portals, in order to give better visibility to their respective activities.

#### **ARTICLE VI: Implementation**

For the purposes of this Memorandum of Understanding:

The "Parties" agree to consult and discuss regularly on issues related to the construction and development of the Center for Maritime Studies and the management of a national register of ships.

Also, the two "Parties" agree to set up a Strategic Committee (SC).

The SC meets at least twice a year, alternately in India and Gabon, or by videoconference.

#### **ARTICLE VII: Strategic Committee**

The Strategic Committee (SC) is composed of experts from the Ministry of Transportation, the National Agency for the Promotion of Investments of Gabon (ANPI-Gabon) and experts from the University of Centurion.

CS members are unpaid.

However, in the context of collaborative projects, arrangements can be made to financially support the SC.

#### **Article VIII: REGULATORY COMPLIANCE**

The "Parties" recognize that this protocol, which aims to promote cooperation in the maritime sector in Gabon, does not include financial obligations, and in no way constitutes a legal commitment of the "Parties".

#### **ARTICLE IX: Miscellaneous**

- i) This Memorandum of Understanding may only be amended in writing by mutual consent of both parties;

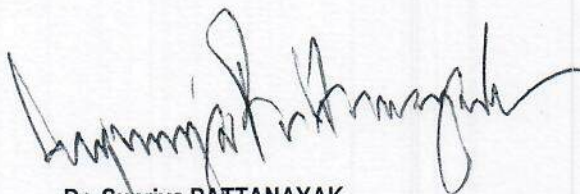


- ii) This Memorandum of Understanding will come into effect from the date of affixing of the signature by both parties and will remain valid for a period of one (01) year from this date, subject to any written notification by a party to the other party, expressing its intention to terminate this Memorandum of Understanding;
- iii) Either party may terminate this Memorandum of Understanding upon 2 (two) months' notice. In such event, both parties will endeavor to fulfill their obligations and responsibilities for any ongoing program(s), project(s) or undertaking(s) initiated under this memorandum of understanding;
- iv) If any provision of this Memorandum of Understanding is invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired;
- v) The legends to the clauses of this Memorandum of Understanding are provided for convenience only and do not in any way define, limit or affect the scope or substance of any clause of this Memorandum of Understanding;
- vi) The Parties acknowledge and agree that the English and French versions of this document are authentic.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding, in duplicate, by their duly authorized representatives on the date, month and year set forth above.

For and on Behalf of Centurion University

For and on Behalf of the Ministry of Transportation



**Dr. Supriya PATTANAYAK**  
Vice-Chancellor of Centurion University

Date **14 SEP. 2022**

**Mr. Brice-Constant PAILLARD**  
Minister of Transportation

Date **14 SEP. 2022**





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ONE  
HUNDRED RUPEES

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Bipartite agreement and memorandum of understanding between

Eye-Q Vision Private Limited, Gurugram, Haryana and The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar  
for

Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University

This Articles of agreement made on this day December 26, 2020 in Bhubaneswar between

*The Medical Director, Eye-Q Vision Private Limited*, with its clinic / hospital located at Sector 46, Gurugram, Haryana – India – 122003, herein after called as *First party*

And

*The Registrar, Centurion University of Technology & Management (CUTM)*, with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as *Second party*

For implementation of **Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University**

Henceforth referred to as the *Project* for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the *project* as per the laid down terms and conditions

*Signature of Anil Kumar*  
ANIL KUMAR  
INDIA

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*Signature of Ananta Patra*  
ANANTA PATRA



## Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, non-clinical academic institution offering undergraduate and skill building courses on paramedic and allied health sciences like B. Optometry, and HSSC approved skill building courses e.g., Refractionist and Vision Technician.

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The **Eye-Q Vision Private Limited** situated in Gurugram, Haryana is a reputed and recognized clinical establishment providing speciality eye care services. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary eye care services.

The **Eye-Q Vision Private Limited** situated in Gurugram, Haryana is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical and managerial support towards the following activities:**
  - Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
  - Participate as resource persons for conducting internal assessment, external assessment and faculty development.
- **There will be no commercials involved between Eye-Q Vision Private Limited and CUTM for this association towards training and placement of qualified candidates.**
- **Providing support in organizing an industry visit and conduct primary orientation on eye care industry perspectives to B. Optometry Certificate and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day\*.**
- **Providing clinical teaching and practical training opportunity\* under supervision in eye care clinical/ industry setup for**
  - 15-21 days under supervision as per course content during 3<sup>rd</sup> and 5<sup>th</sup> semester of B. Optometry course
  - 07-10 days in the 2<sup>nd</sup> and 3<sup>rd</sup> month of Vision Technician and Refractionist course.
- **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
  - 1 year during 7<sup>th</sup> & 8<sup>th</sup> semester as per course content of B. Optometry students
  - 6 months for post completion of skill training or certificate course content of VT/RT/COA/COSA
- **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
  - B. Optometry students after successful graduation



Anita Patra



- COA/COSA students after successful completion of the certificate course and certification by Allied Medical Council, Odisha.
- VT/RT skill development students after successful completion of the course and certification by HSSC.

The implementation of the project would take place in the **Eye-Q Vision Private Limited**, Gurugram, Haryana and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

The timeline for implementation of the project would be from December 26, 2020 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.


The roles and responsibilities for implementation of the project would be shared between partners as per details given below:

#### **Roles of the first party:**

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the 2<sup>nd</sup> party to implement project as per timeline.
2. The first party will nominate three officials for representing 1<sup>st</sup> party in the Executive committee like, Nominee of the Management, Medical Director and Hospital Manager.
3. The first party will be responsible for jointly designing of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to design the courses to make them health sector industry oriented.
4. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/teaching and health research activities in SPAHS, CUTM and in **Eye-Q Vision Private Limited** as per subject domain.
5. The first party would remain responsible for monitoring the quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2<sup>nd</sup> party. The 1<sup>st</sup> party would be responsible to give feedback based on monitoring observations to the 2<sup>nd</sup> party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.
7. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2<sup>nd</sup> party to facilitate implementation of the project as per timeline.

#### **Roles of the second party:**

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1<sup>st</sup> party to move the project as per timeline.

*Sumit Jha*  


*Bindu*  


*Anita Patra*



2. The second party will nominate three officials for representing 2<sup>nd</sup> party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.
4. The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for providing managerial, logistics support for delivering the clinical services in the CUTM as a clinical establishment.
6. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.
7. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1<sup>st</sup> party.
8. The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1<sup>st</sup> party to facilitate implementation of the project as per timeline.

That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice


- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the Medical Director, **Eye-Q Vision Private Limited**, Gurugram, Haryana and the Registrar Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.

*Sumit Phasi*  
  


*Anita Patra*



Signature  


Medical Director,  
Eye-Q Vision Private Limited,  
Management,  
Gurugram, Haryana

Name

Address

Witness-1

Witness-2



Signature

Prof. Anita Patra,

Registrar,

Centurion University of Technology &

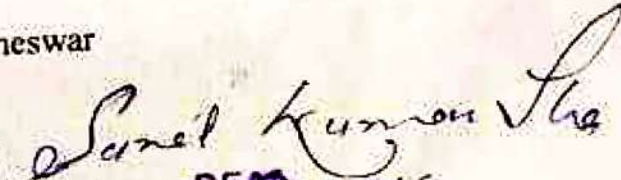
Bhubaneswar

Name:

Address

Witness-1

Witness-2

  
DEAN  
SOPAH  
Bhubaneswar  
Sanjay Kumar Gouda.  
Placement Coordinator  
SOPAH, CUTM



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L 201111

### Bipartite agreement and Memorandum of Understanding

between

**PROLIFE DIAGNOSTICS, Bhubaneswar and The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Odisha for Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University**

This Articles of agreement made on this day April 19, 2021 in Bhubaneswar between

**The Director, Prolife Diagnostics**, with its Diagnostic centre located at Raghunath Enclave, AIIMS Road, Opposite Biju Pattanaik Police Academy, Bhubaneswar, District Khurda, Odisha -751019, herein after called as **First party**

And

**The Registrar, Centurion University of Technology & Management (CUTM)**, with its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as **Second party**

For implementation of **Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University**

Henceforth referred to as the **Project** for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions



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ବ୍ୟାଞ୍ଜ କେନ୍ଦ୍ର  
ସର୍-ରେଜିଷ୍ଟ୍ରାର ଅଫିସ୍, କଟକ

SPECIAL TREASURY, KHORDHA  
ISSUED ON:  
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Treasury Offi.

### Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, non-clinical academic institution offering undergraduate and skill building courses on paramedic and allied health sciences as given in Annexure II.

This MoU will focus on the domains as given below in the table:

| Sl. No. | Name of Course                                   | Duration of course |
|---------|--|--------------------|
| 1       | B.Sc. in Medical Laboratory Technology (BMLT)    | 3 years            |
| 2       | B.Sc. in Medical Radiation Technology (RIT/BMRT) | 3 years            |
| 3       | B.Sc. in Operation Theatre Technology (BOTT)     | 3 years            |
| 4       | B.Sc. in Anesthesia Technology (BAT)             | 3 years            |
| 5       | B.Sc. in Emergency Medicine Technology (BEMT)    | 3 years            |
| 6       | B.Sc. In Clinical Microbiology (BCMB)            | 3 years            |
| 7       | M.Sc. Clinical Microbiology (MCMB)               | 2 Years            |
| 8       | M.Sc. Medical Laboratory Technology (MMLT)       | 2 Years            |
| 9       | Diploma in Medical Laboratory Technology (DMLT)  | 2 Years            |
| 10      | Diploma in Medical Radiation Technology (DMRT)   | 2 Years            |
| 11      | Certified OT Technicians (COTT)                  | 1 Year             |
| 12      | Certified Dialysis Technician (CDT)              | 1 Year             |
| 13      | Certified ECG Technicians (CECGT)                | 6 Months           |
| 14      | Certified EEG Technicians (CEEGT)                | 6 Months           |
| 15      | Certified EMG Technicians (CEMGT)                | 6 Months           |
| 16      | Certified Ward Technician (CWT)                  | 6 Months           |
| 17      | Certified Blood Collection Assistant (CBCA)      | 6 Months           |

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative health care services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The Prolife Diagnostics situated in Bhubaneswar is a reputed and recognized clinical establishment providing speciality health care services. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary health care services.

The Prolife Diagnostics situated in Bhubaneswar is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical and managerial support towards the following activities:**
  - Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
  - Participate as resource persons for conducting internal assessment, external assessment and faculty development.



- There will be no commercials involved between Prolife Diagnostics and CUTM for this association towards training and placement of qualified deserving candidates.
- Providing support in organizing an industry visit and conduct primary orientation on health care industry perspectives to UG, PG and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day\*.
- Providing clinical teaching and practical training opportunity under supervision in health care clinical/ industry setup for
  - 15-21 days under supervision as per course content during 3<sup>rd</sup> and 5<sup>th</sup> semester of DMLT/DMRT/B.Sc. MLT/B.Sc. CMB/B.Sc. RIT/M.Sc. MLT/M.Sc. CMB course
  - 07-10 days in the 2<sup>nd</sup> and 3<sup>rd</sup> month of Certificate courses.
- Providing internship opportunity under supervision in health care clinical/ industry setup for
  - 6 months during 6th semester for B.Sc. MLT/B.Sc. CMB/B.Sc. RIT students.
  - 6 months during 4th semester for M.Sc. MLT/M.Sc. CMB students
  - 3 months during 4th semester for DMLT/DMRT students.
- Providing placement opportunity in health care clinical/ industry setup after campus interview for
  - B.Sc. MLT/B.Sc. CMB/B.Sc. RIT/M.Sc. MLT/M.Sc. CMB students
  - Diploma, Skill development and Certificate course students after successful completion of the course.

That, both the parties agrees to implement the **project** whose details are given in Annexure-I.

The implementation of the project would take place in the Prolife Diagnostics, Bhubaneswar and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

The timeline for implementation of the project would be from April 19, 2021 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.

The roles and responsibilities for implementation of the project would be shared between partners as per details given below:

#### **Roles of the first party:**

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the 2<sup>nd</sup> party to implement project as per timeline.
2. The first party would remain responsible for monitoring the quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2<sup>nd</sup> party. The 1<sup>st</sup> party would be responsible to give feedback based on monitoring observations to the 2<sup>nd</sup> party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.
3. The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.

4. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2<sup>nd</sup> party to facilitate implementation of the project as per timeline.

**Roles of the second party:**

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1<sup>st</sup> party to move the project as per timeline.
2. The second party will nominate three officials for representing 2<sup>nd</sup> party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.
4. The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc..) services in phased manner.
6. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1<sup>st</sup> party.
7. The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1<sup>st</sup> party to facilitate implementation of the project as per timeline.

That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.



In witness thereof, the Director, Prolife Diagnostics, Bhubaneswar and the Registrar Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.



Signature

Director,  
Prolife Diagnostics,  
Bhubaneswar

Name Dr Manas R Bairah

Address Prolife Diagnostics.  
AIIMS ROAD, Bhubaneswar.

Witness-1 E. Saran Kumar  
Manager Operations

Witness-2 Prolife Diagnostics  
PBR-751019



Signature

Prof. Anita Patra,  
Registrar,  
Centurion University of Technology & Management,  
Bhubaneswar

Name: Sunil Kumar Sra

Address Dean, SOPAHS

Witness-1 Sanjay Kumar Gouda  
Business Development

Witness-2 Coordinator  
SOPAHS.



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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**

**Rungta College of Dental Sciences & Research (RCDSR), Bhilai, Chhattisgarh, India**

**AND**

**Centurion University of Technology and Management, Odisha, India**

This Memorandum of Understanding (MoU) is made on the day of 20<sup>th</sup> August 2024

**BY AND BETWEEN**

**RUNGTA COLLEGE OF DENTAL SCIENCES & RESEARCH (RCDSR), Bhilai, Chhattisgarh, India**, with NAAC A Grade accredited is a full-fledged Dental College with an excellent infrastructure, established in the year 2005, affiliated to **Pt. Deendayal Upadhyay Memorial Health Sciences and Ayush University, Chhattisgarh**. The college has all the specialized dental preclinical and clinical A departments as stipulated by the Dental Council of India (DCI). It is the only college in Central India with MDS in all 9 Specialties and adequate facilities provided for training of undergraduates and postgraduates and also for undertaking research.

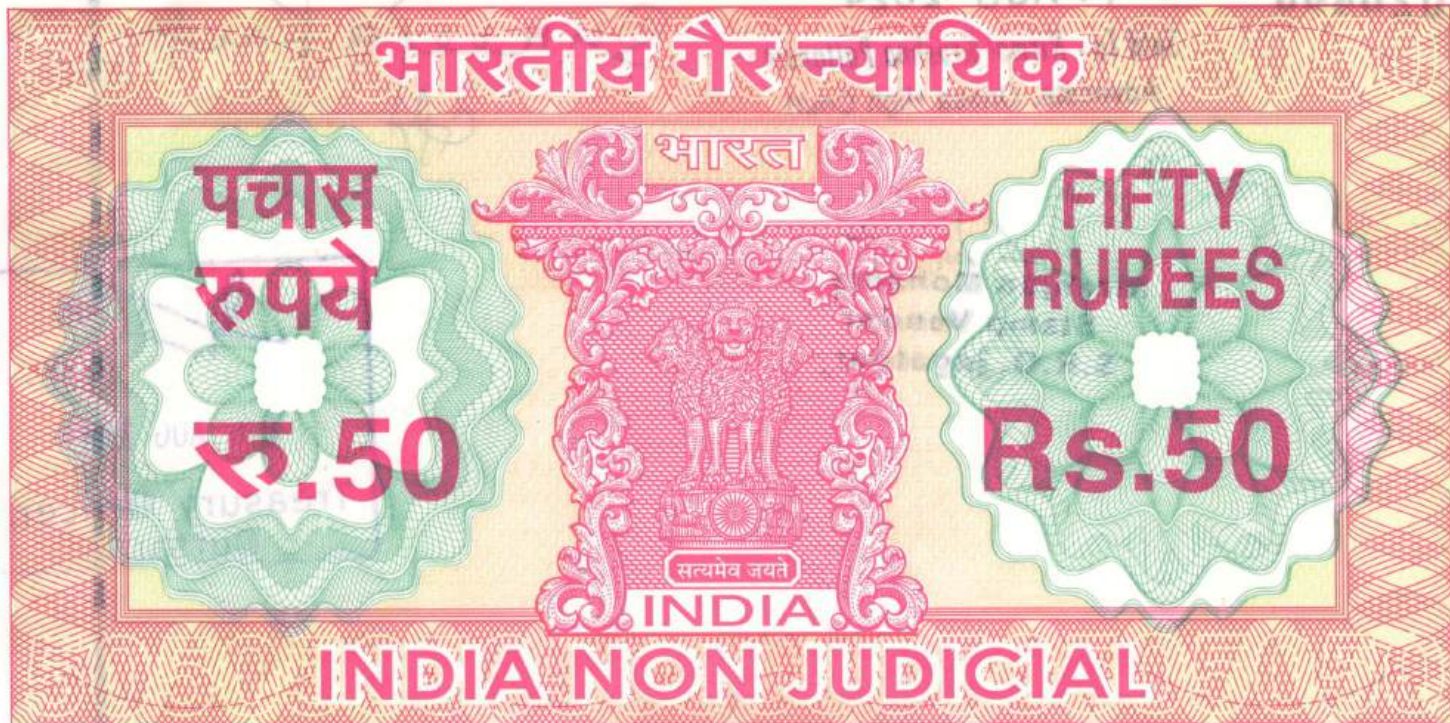
**AND**

**THE CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT (CUTM), At-Ramchandrapur, PO.- Jatni, Bhubaneswar, District: Khordha. Odisha, India, 752050**, a NAAC A+ Grade accredited & UGC notified multi sector state University, also notified as a Skills University by Govt. of Odisha and Center of Excellence by Ministry of Skill Development & Entrepreneurship, Govt. of India, with its constituent campuses in Jatni, Paralakhemundi, Rayagada, Bolangir, Baleswar, Chhatrapur and Visakhapatnam (hereinafter referred to as "CUTM") represented through its Authorized Signatory which expression shall unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns.

**Rajlaxmi Pati**







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**PURPOSE**

The purpose of this MoU is to facilitate the development of collaborative and mutually beneficial academic and research activities for enhancing the holistic development of individuals in both the institutes.

The MoU envisages the following:

Collaborative technical and development activities in the field of research as listed below. The following activities will be carried out between Rungta College of Dental Sciences & Research (RCDSR) and School of Pharmacy & Life Sciences of Centurion University of Technology and Management, Odisha.

**ACADEMIC COLLABORATION**

Both Institutes agree to develop the collaborative activities in teaching, research and development and consultancy studies in the areas of mutual interest, on a basis of equality and reciprocity

**FACULTY AND STUDENT EXCHANGE**

Both Institutes will promote exchange of faculty for purpose of curricular development, attending seminars and courses and upgrading teaching and research skills.



Rajlaxmi Pati





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Both Institutes will encourage exchange of undergraduate and post graduate students for joint study courses along with provision of cultural and intellectual enrichment opportunities.

### **JOINT RESEARCH ACTIVITIES**

Both institutes will promote faculty and students to undertake joint research projects with particular emphasis on government and non-government handed projects.

### **RESEARCH PUBLICATION**

While it is assumed that results of any joint research project shall be jointly published, each party reserves the right to publish its own results that have been generated in the course of such research project. RCDSR and Centurion University of Technology and Management, Odisha agree to abide by the policies of any journals in which its research may be published including such matters as the public release or availability of data or materials relating to the publication provided that any requirements inconsistent with the terms herein will first be discussed among the researchers of the participating institutions. Authorship will be based on contributions to the research and in accordance with academic standards and custom. Proper acknowledgment will be made for the contributions of each party to the results being published.

Publication of results shall include, but not be limited to, the publication of such results in any journal, magazine, website, newspaper article or any other written form of conveyance including posters that are commonly used at scientific meetings as well as any oral presentation of such results in any public forum of meeting.

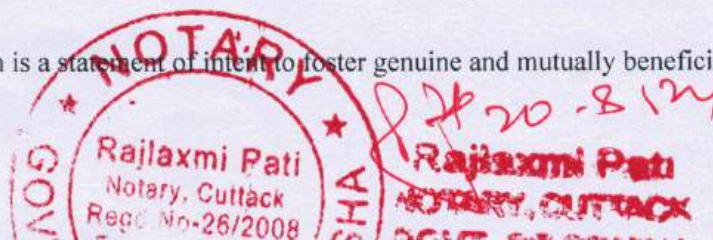
### **VALIDITY PERIOD AND TERMINATION**

The validity period of this MoU and the Project exclusivity (under the scope of this MoU) is for Five (5) Years from signing of this MOU by both the Parties and may be renewed further if mutually agreed in writing.

### **LEGALITY**

Nothing in this Memorandum shall be construed as creating any legal relationship between the institutes.

The Memorandum is a statement of intent to foster genuine and mutually beneficial collaboration.





## Resolution of Dispute

In case, there be a dispute relating to any aspect of academic cooperation, Dean of RCDSR and Registrar of CENTURION will jointly resolve the dispute in a spirit of independence mutual respect and shared responsibility.



Signed for RCDSR

Dr. Karthik Krishna M

Dean,

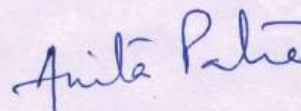
Rungta College of Dental Sciences  
and Research, Bhilai, CG, India

Tel no: 07882286479

Mobile no: 919229155554

Fax no: 07882286481

Email id: deanrcdsr@gmail.com



Signed for Registrar

Dr. Anita Patra

REGISTRAR  
Centurion University of  
Technology & Management  
ODISHA



28.2.2024  
Rajlaxmi Pati  
NOTARY, CUTTACK  
GOVT. OF ODISHA  
REGD. NO. 26/2008





ଓଡ଼ିଶା ओडिशा ODISHA

Bipartite agreement and memorandum of understanding between

H 994282

Kar Vision Eye Hospital , Bhubaneswar and The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar for Building institutional collaboration for arranging support towards clinical teaching, practical training, internship training and placement of paramedical and allied health science students of the Centurion University

This Articles of agreement made on this day August 28, 2018 in Bhubaneswar between

*The Medical Director, Kar Vision Eye Hospital*, with its clinic / hospital located at Plt # HIG 38, BDA Colony, Gangadhar Meher Marg, Jaydev Vihar, Bhubaneswar, District Khurda, Odisha herein after called as *First party*

And

*The Registrar, Centurion University of Technology & Management*, with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as *Second party*

For implementation of Building institutional collaboration for arranging support towards clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University of Technology and Management henceforth referred to as the *Project* for the agreement in subsequent paragraphs.

\* That the both parties agreed to the scope of this agreement for effective implementation of the *project* as per the laid down terms and conditions

Anita Patra



Ushah Kumar Nanda





## Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, academic institution offering undergraduate and skill building courses on paramedic and allied health sciences in eye care like B. Optometry, and HSSC approved skill building courses e.g., Refractionist and Vision Technician.

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The Kar Vision Eye Hospital situated in Bhubaneswar is a reputed and recognized clinical establishment providing speciality eye care services. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary eye care services.

The Kar Vision Eye Hospital situated in Bhubaneswar is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical and managerial support towards the following activities:**
  - Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
  - Participate as resource persons for conducting internal assessment, external assessment and faculty development.
- **Providing support in organizing an industry visit and conduct primary orientation on eye care industry perspectives to B. Optometry and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day.**
- **Providing clinical teaching and practical training opportunity under supervision in eye care clinical/ industry setup for**
  - 15-21 days under supervision as per course content during 3<sup>rd</sup> and 5<sup>th</sup> semester of B. Optometry course
  - 07-10 days in the 2<sup>nd</sup> and 3<sup>rd</sup> month of Vision Technician and Refractionist course.
- **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
  - 1 year during 7<sup>th</sup> & 8<sup>th</sup> semester as per course content of B. Optometry students
  - 6 months for post completion of skill training course content of VT/RT
- **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
  - B. Optometry students after successful graduation
  - VT/RT skill development students after successful completion of the course and certification by HSSC.

That, both the parties agrees to implement the **project** whose details are given in Annexure-1.

The implementation of the project would take place in the Kar Vision Eye Hospital, Bhubaneswar and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

Anita Patra



Ushah Kumar WSA





The timeline for implementation of the project would be from August 28, 2018 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.

The roles and responsibilities for implementation of the project would be shared between partners as per details given below:

**Roles of the first party:**

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the 2<sup>nd</sup> party to implement project as per timeline.
2. The first party will nominate three officials for representing 1<sup>st</sup> party in the Executive committee like, Nominee of the Management, Medical Director and Hospital Manager.
3. The first party will be responsible for jointly designing of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to design/modify courses to make them health sector industry oriented.
4. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/teaching and health research activities in SPAHS, CUTM and in Kar Vision Eye Hospital as per subject domain.
5. The first party would remain responsible for monitoring the quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2<sup>nd</sup> party. The 1<sup>st</sup> party would be responsible to give feedback based on monitoring observations to the 2<sup>nd</sup> party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.
7. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2<sup>nd</sup> party to facilitate implementation of the project as per timeline.

**Roles of the second party:**

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1<sup>st</sup> party to move the project as per timeline.
2. The second party will nominate three officials for representing 2<sup>nd</sup> party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.
4. The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for providing managerial, logistics support for delivering the clinical services in the CUTM as a clinical establishment.

Anita Patel



Ushok Kumar Vohra





6. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.
7. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1<sup>st</sup> party.
8. The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1<sup>st</sup> party to facilitate implementation of the project as per timeline.
9. The second party will be responsible for making due payments to the 1<sup>st</sup> party for all clinical and training services and repay cost of consumables.

That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the Medical Director, Kar Vision Eye Hospital, Bhubaneswar and the President, Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.

**For Kar Vision Pvt. Ltd.**

Signature

*Ashok Kumar Nanda*

**Dr. A. K. Nanda,  
Medical Director,  
Kar Vision Eye Hospital,  
Bhubaneswar**

**Director**

Signature

*Anita Patra*

**Prof. Anita Patra  
Registrar,  
Centurion University of Technology & Management,  
Bhubaneswar**



Name

Name:

Address

Address

Witness-1

Witness-1

Witness-2

Witness-2



| Annexure 1  |   |  |   |  |
|---|---|--|---|--|
| THE KAR VISION EYE HOSPITAL<br>AND<br>THE SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES, CENURION UNIVERSITY OF TECHNOLOGY AND<br>MANAGEMENT<br>PROPOSED PARTNERSHIP MATRIX               |   |  |   |  |
| FOCUS AREAS OF PARTNERSHIP  | ROLES AND RESPONSIBILITIES: KVEH  | ROLES AND RESPONSIBILITIES: CUTM   | RESOURCE SHARING MATRIX   |  |
| Course curriculum review, up-gradation of existing courses and starting of new courses:<br>a) B. Optometry (MoH&FW)<br>b) VT/ RT skill development course (HSSC)<br>c) M. Optometry by 2020 | Participate in professional expert committee for:<br>a) Curriculum reviews and improvement for industry oriented and skill focused approach<br>b) Support development of new courses<br>c) Promotion of curriculums at national and state levels.<br>d) Coordinate with industry partners offering similar course for industry review<br>e) Technical support for Laboratory up-gradation | Constitute professional expert committee for:<br>a) Curriculum reviews and improvement<br>b) Support development of new courses<br>c) Joint promotion of curriculums at national and state levels<br>d) Coordinate with universities for academic reviews<br>e) Offer national and international university engagement<br>f) Provide piloting platform for rolling out the curriculum in 3 centers of university | KVEH<br><br>Technical support in the form of deputation of professionals/ doctors | CUTM<br><br>Logistics and management support<br>Resource sharing @ Rs. 5000.00/ day for engagement of professional personnel   |
| Teaching: Theory  | Offsite deputation of trainer for 5-7 days in Bhubaneswar campus  | Accommodation & Food<br>Travel support by Vehicle  | Staff work days for 5-7 days per semester   | Logistic support<br>Resource sharing<br>Honorarium @ Rs. 2000.00/ day  |
| Training: Practical   | Providing opportunity for bedside teaching training by qualified resource persons<br>Onsite deputation of trainers as per need  | Travel of the students for practical training<br>Packed brunch for the students<br>Planning and organising the activity in close collaboration   | Staff work days for 15-21 days per semester                                       | Logistic support<br>Resource sharing for UG & PG for the whole period @ Rs. 1000 per 3 <sup>rd</sup> semester student<br>@ Rs. 1500 per 5 <sup>th</sup> semester of students |
| Training: Internship  | Providing opportunity for 12 months' work in clinical setup as routine internship under supervision<br>Arrange for accommodation and food   | Travel support for the student<br>Coordinate and visit the internship sites<br>Arrange for stipends  | Institutional cost  | Logistic support<br>Resource sharing for UG & PG @ Rs. 10000 for 1 year/ student<br>@ Rs. 5000 for 6 month / student   |
| Training: Assessment  | Participate/ Support internal assessment<br>Conduct external assessment as industry partner   | Accommodation & Food<br>Travel support by Vehicle/AC 2 tier to and fro   | Staff work days 5-7 days per semester   | Logistic support<br>Honorarium @ Rs. 2000.00 / day   |
| Placement of candidates :   | Facilitate absorption of certified paramedics in the institution / industry<br>Work together for planning and coordination<br>Organize industry exposure  | Organize placement workshop<br>Create quality industry ready professionals<br>Domain & Soft skills development   | Institutional cost  | Training support<br>Logistic support   |
| Quality assurance:  | Faculty up-skilling in clinical environment   | Strengthen training infrastructure & class room  | Training support<br>Institutional cost  | Logistic support<br>Honorarium @   |

Anita Palla





|                                  |   |   |                                   |                                  |
|----------------------------------|---|---|-----------------------------------|----------------------------------|
|                                  | Faculty orientation on Health care sector industry<br>Quality feedback<br>Periodic quality monitoring | transactions Use of internet and web materials<br>Strengthening resource pool and library | Staff work days 5-7 days per year | Rs. 2000.00/ day                 |
| Research:                        | Planning for community level eye care research and services   | Create Operational/ Field research opportunity  | Technical support; staff time     | Supervisory support ; staff time |
| Clinical establishment services: | Support establish offsite branch with visiting doctors  | Provide infrastructure and marketing of partners  | Technical support                 | Logistic support                 |
| Resource generation              | Facilitate linking up industry for CSR support  | Strengthen training infrastructure and faculty quality and availability                   | Technical support & staff time    | Logistic support                 |

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## Bipartite Agreement and Memorandum of Understanding Between

**P C Sharma Eye Hospital, Ambala, Haryana and The School of Paramedics and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar for Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University**

This Articles of agreement made on this day June 27, 2022 in Bhubaneswar between

**The Medical Director, P C Sharma Eye Hospital**, with its clinic/ hospital located at Civil Lines, Arya Chowk, Ambala, Haryana – India – 134002, herein after called as **First party**

And

**The Registrar, Centurion University of Technology & Management (CUTM)**, with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as **Second party**

For implementation of **Building institutional collaboration for arranging support towards clinical teaching, practical training, faculty development, internship training and placement of paramedical and allied health science students of the Centurion University**

Henceforth referred to as the **Project** for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions

### **Background and Scope of the partnership agreement:**

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, non-clinical academic institution offering undergraduate and skill building courses on paramedic and allied health sciences like M. Optometry, B. Optometry, Certificate Courses e.g. Certified Ophthalmic Assistant (COA), Certified Ophthalmic Surgical Assistant (COSA) and Certified Operation Theatre Technician (COTT) and HSSC approved skill building courses e.g., Refractionist and Vision Technician.

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni as part of its social services and Corporate Social Responsibility initiative.

The **P C Sharma Eye Hospital** situated in Ambala, Haryana is one of the oldest and reputed eye hospital in Ambala with 37 years in service to humanity. It is a super specialty eye hospital with all the sub specialties like cornea, retina, glaucoma, Pediatric ophthalmology and oculoplasty. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary eye care services.

The **P C Sharma Eye Hospital** situated in Ambala, Haryana is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.



The scope of the agreement would be as following:

- **Providing technical and managerial support towards the following activities:**
    - Review, revise and upgrade academic curriculum(s) for training/teaching to make it industry oriented
    - Participate as resource persons for conducting internal assessment, external assessment and faculty development.
  - **There will be no commercials involved between P C Sharma Eye Hospital and CUTM for this association towards training and placement of qualified candidates.**
  - **Providing support in organizing an industry visit and conduct primary orientation on eye care industry perspectives to M. Optometry, B. Optometry Certificate and Skill development course students after their joining the course at SPAHS, CUTM Jatni for 1 day\*.**
  - **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
    - 1 year during 7<sup>th</sup> & 8<sup>th</sup> semester as per course content of B. Optometry students
    - 6 months for post completion of skill training or certificate course content of VT/RT/COA/COSA/COTT
  - **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
    - M. Optometry, B. Optometry students after successful graduation
    - COA/COSA/COTT students after successful completion of the certificate course and certification by Allied Medical Council, Odisha.
    - VT/RT skill development students after successful completion of the course and certification by HSSC
- . That, both the parties agrees to implement the **project** whose details are given in **Annexure-1**.

The implementation of the project would take place in the **P C Sharma Eye Hospital, Ambala, Haryana** and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

The timeline for implementation of the project would be from June 27, 2022 onwards for a period of **3 years** which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively. The roles and responsibilities for implementation of the project would be shared between partners as per details given below:

**Roles of the first party:**

1. The first party would select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the 2<sup>nd</sup> party to implement project as per timeline.
2. The first party will nominate three officials for representing 1<sup>st</sup> party in the Executive committee like, Nominee of the Management, Medical Director and Hospital Manager.
3. The first party will be responsible for jointly designing of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to design the courses to make them health sector industry oriented.
4. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/teaching and health research activities in SPAHS, CUTM and in **P C Sharma Eye Hospital** as per subject domain.
5. The first party would remain responsible for monitoring the quality of the clinical teaching, practical training, internship training and placement of paramedical and allied health science students of Centurion University as part of project services implemented by the 2<sup>nd</sup> party. The 1<sup>st</sup> party would be responsible to give feedback based on monitoring observations to the 2<sup>nd</sup> party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.



6. The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.
7. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2<sup>nd</sup> party to facilitate implementation of the project as per timeline.
8. Interns will be selected after an online test/interview
9. Selected interns will have a monthly stipend of Rs 3000(without food) or Rs 1500 with food as the candidate wishes for optometry interns. For VT/RT/COA/COSA/COTT, stipend will be Rs 1000 with food and Rs 2000 without food.
10. Shared accommodation will be provided by the hospital without any charges, water supply will be free of charge, electricity will have to be paid by the interns as per bill and interns will have to abide by the hospital rules to maintain the facility.
11. Interns will have to bring their own retinoscope. Interns will be provided aprons by the hospital, amount of which will be taken as security and returned at the end of internship as per the condition of apron.
12. Interns will have to deposit 10K as tuition fees and 5k as caution money. For VT/RT/COA/COSA/COTT, Rs 5k to be deposited as caution money.
13. Interns will have to maintain discipline in hospital and any misconduct or fraud can lead to immediate termination from internship with no refund of caution money.
14. 15 leaves will be sanctioned during the period of training. After successful completion, a certificate of completion will be provided by the hospital along with refund of caution money as applicable (only for BSc optometry interns). For VT/RT/COA/COSA/COTT, 7 leaves will be sanctioned.
15. Working days are from Monday to Saturday with Sunday duties including camps in rotation.

### Roles of the second party:

1. The second party will select a nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1<sup>st</sup> party to move the project as per timeline.
2. The second party will nominate three officials for representing 2<sup>nd</sup> party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.
3. The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.
4. The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.
5. The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.
6. The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1<sup>st</sup> party.
7. The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1<sup>st</sup> party to facilitate implementation of the project as per timeline.



That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the **Medical Director, P C Sharma Eye Hospital, Ambala, Haryana** and the **Registrar Centurion University of Technology & Management (CUTM), Bhubaneswar** have set their hands this day and year to agree on the above written terms and conditions of the partnership.

Signature

Signature

Medical Director,  
**P C Sharma Eye Hospital,**  
Ambala, Haryana

**Dr. P.C. SHARMA**  
MBBS, MS PGI (Chd.)  
**P.C. Sharma Eye Hospital**  
AMBALA CITY  
Regn No HN-012884

Prof. Anita Patra  
Registrar,  
Centurion University of Technology & Management,  
Bhubaneswar

Name

Name:

Address

Address

Witness-1

Witness-1

Witness-2

Witness-2

*M. Phani*  
**Dr. Megha Sharma**  
(Medical Superintendent)

**Prof. Sunil Kumar Jha**  
DEAN  
School of Paramedical & Allied Health Sciences  
Centurion University of Technology & Management  
Bhubaneswar, Odisha-751020

**Sanjay Kumar Gouda**  
Business Development Coordinator  
School of Paramedical and Allied  
Health Sciences  
Centurion University, Bhubaneswar.



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**Memorandum of Understanding (MOU)**

This Memorandum of Understanding ("MOU") is made and entered into on this 1<sup>st</sup> day of April, 2023 ("01/04/2023") by and between:

Mindtree Foundation, a not-for-profit section 8 company incorporated under the laws of India by its parent company LTIMindtree for social causes, and having its registered office at Global Village, RVE Post, Mysore Road, Bengaluru-560059, India (herein after referred to as "MTF" which expression, unless it be repugnant to the context and meaning hereof, mean and include successors and permitted assigns) of the **FIRST PART**;

**AND**

Centurion University of Technology & Management, a non-government organization, having its registered office at HIG – 4, Jaydev Vihar, Opposite Pal Heights Mall, Bhubaneswar – 751013. (herein after referred to as "CUTM" which expression, unless it be repugnant to the context and meaning hereof, mean and include successors and permitted assigns) of the **SECOND PART**.





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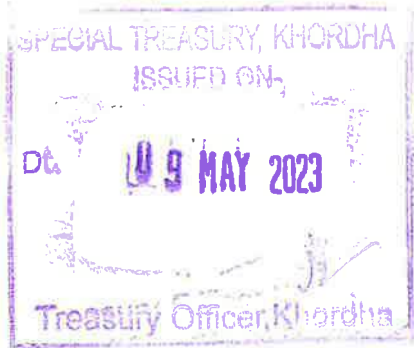


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MTF and CUTM are hereinafter individually referred to as “Party” and collectively as “Parties”

## 1. OBJECTIVE

- 1.1. MTF is a not-for-profit section 8 company which is known for its corporate social responsibility (hereinafter called “CSR”) initiatives in Education, Empowerment, Environment and Health & Nutrition thrust areas. MTF is interested in enlarging its CSR activities in the aforementioned focus areas.
- 1.2. CUTM is a non-profitable organization which works to support Skill Development Initiatives for the youth from the marginalised section of the society
- 1.3. Under this CSR initiative CUTM shall execute a single / multiple projects for single / multiple years, details of which will be captured under the respective Annexure which contain the detailed project scope, project locations, deliverables, expected outcome, and execution plan.
- 1.4. MTF and CUTM are now proposing to enter this MOU to set out the rights and obligations of all the Parties.
- 1.5. MTF shall partner with CUTM for implementing one or multiple CSR projects (hereinafter called “Projects”) in various locations as specified in their respective Annexures.

## 2. TERM

This MOU commenced with effect from 1<sup>st</sup> of April, 2023 and shall, remain in force till 31<sup>st</sup> March 2024 (“Term”).

## 3. TIMELINES & OVERVIEW OF THE PROJECTS

During the Term of this MOU and subject to the terms and conditions contained herein, Parties may, by mutual agreement discuss and enter one or more Annexures as per template mutually reviewed and agreed. The project details will be in the respective Annexure. Subject to the successful / satisfactory completion of the Project(s), the project(s) may be renewed in the successive years.

## 4. OBLIGATIONS OF THE PARTIES

### 4.1. MTF's Obligations

- 4.1.1. Allocate a single point of contact for all issues / clarifications / updates;
- 4.1.2. Participate in joint performance-monitoring of the project;
- 4.1.3. Fund the project as per the headcounts shown in the respective project Annexure

### 4.2. CUTM's Obligations

- 4.2.1. CUTM shall with due diligence, efficiently initiate, implement the Projects and shall be responsible for the end-to-end management and realization of the Projects;
- 4.2.2. CUTM shall maintain necessary accounting records and documents in relation to its performance of the MoU and implementation of the Projects.
- 4.2.3. MTF or its representatives / auditors, on giving reasonable notice to CUTM and at a time and place agreed in advance with CUTM shall be allowed to visit CUTM's offices to review and audit the accounts and records pertaining to the Project and CUTM shall co-operate with such teams during the review, provide access to accounts and records pertaining to the Project whether on computer or in manual form, provide copies of the



Debasish Panda



said accounts and records, and provide oral or written explanations of the said accounts and records as may be reasonably required by MTF.

4.2.4.If MTF finds any errors or inaccuracies in the said accounts and records of CUTM, CUTM shall, within 15 (fifteen) days of receiving a written communication from MTF along with sufficient explanation, carry out suitable rectification in its accounts and records, and inform MTF of the same.

4.2.5.Any information/document/record/details reasonably requested by MTF would be provided by CUTM as soon as reasonably possible.

4.2.6.CUTM shall not deviate from the mutually agreed scope / schedule of the Projects without prior written consent from MTF;

4.2.7.CUTM shall provide MTF with regular project progress reports and status as per the Project Report (quarterly) for each project;

4.2.8.CUTM shall provide MTF with a financial audit report from a Chartered Accountant in respect of each project, which is to be submitted annually but not later than three (3) months after closing of the financial year;

4.2.9.CUTM shall submit a "No Dues" certificate in its letter head after the end of each project.

## 5. TERMINATION

5.1. This MOU may be terminated by any Party (the "**Originating Party**") forthwith upon written notice to the other Party (the "**Defaulting Party**") in the event the Defaulting Party commits a breach of any of its material obligations under this MOU, and (in the case of a breach capable of being remedied) the Defaulting Party fails, within thirty (30) days after the receipt of a request from the Originating Party in writing so to do, to remedy such breach to the reasonable satisfaction of the Originating Party.

5.2. MTF shall be entitled to terminate this MOU without cause, by providing 30 days' notice to the CUTM.

## 6. FORCE MAJEURE

6.1. In this MOU, "Force Majeure Event" means any event preventing either Party from performing any or all of its obligations which arises from, or is attributable to, acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, but not limited to, acts of God, fire, storms, floods, earthquake or lightning, nuclear accident, war, hostilities, terrorist acts, riots, civil commotion or disturbances, embargoes, sabotage, explosions, change in governmental laws, orders or regulations adversely affecting or preventing due performance by either Party of its duties, obligations or responsibilities under this MOU;

6.2. If any Party is totally or partially prevented from performing any of its obligations under this MOU as a result of a Force Majeure Event, it shall promptly notify the other of the matters constituting the Force Majeure Event and provide the other Party with its best estimate of the likely extent and duration of the Force Majeure Event. The Party prevented from performing its obligations under this MOU by a Force Majeure Event shall be excused performance of



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such obligations from that date of such notice for so long as the Force Majeure Event shall continue provided that:

6.2.1. Such Party shall, throughout the duration of the Force Majeure Event, take all reasonable steps to mitigate the effects of the Force Majeure Event; and

6.2.2. Upon cessation of the Force Majeure Event, the Party affected shall promptly notify the other of such cessation.

## **7. INDEMNITY**

CUTM shall hold harmless and indemnify MTF from and against any and all third party claims, copyright infringement, causes of action, liabilities, legal proceedings (including reasonable attorney's fees), all losses, damages, penalties, costs, interests, expenses or liabilities of whatsoever nature that MTF may incur as a result of any act or omissions by CUTM or as a result of breach by CUTM of the provisions of this MOU

## **8. LIABILITY**

Neither party shall be liable to the other for any costs, liability, damages, injuries, loss, claims, or any untoward incident that may occur on the grounds or on location or by any third party including but not limited to implementation party, to the volunteers or in the community.

Notwithstanding anything to the contrary herein, the aforementioned limitation of liability shall not be applicable to acts of gross negligence and wilful misconduct.

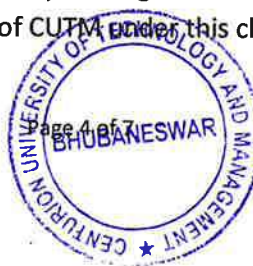
Notwithstanding anything contained in this MOU, CUTM agrees that no claim shall be made against MTF under this MOU and MTF's shall not be liable for any loss suffered by CUTM under or in relation to this MOU.

## **9. PROPRIETARY RIGHTS**

The Parties acknowledges and agrees that all intellectual property rights arising directly and solely from providing the Project hereunder, and in any deliverables provided by CUTM, shall vest with the CUTM. Each party shall continue to retain all the ownership, rights, title and interests in any pre-existing intellectual property rights provided by each party under this Agreement. However, for any intellectual property arise from the project there should be an acknowledgement of the support received from the MTF as applicable and CUTM shall take a written consent from MTF for use of any of the intellectual properties arise out of the project towards any purpose outside the project scope.

## **10. DATA PROTECTION & CONTINUITY**

CUTM agrees to comply with its obligations under all applicable data protection laws, including the GDPR legislation (as amended from time to time) in relation to the Services provided under this MOU. Further, CUTM agrees to indemnify, defend, and hold harmless MTF from and against any claim, liability, damage, loss or penalty resulting from any breach of said obligations, and the liability of CUTM under this clause shall be unlimited.



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Additionally, CUTM shall maintain project data in PPT/ Word/ Excel formats with password protection enabled and stored in a secured and protected network, which shall be shared as per the applicable data protection laws with MTF on a quarterly basis or on a need basis.

#### 11. BRIBERY, CORRUPTION AND MONEY LAUNDERING

The CUTM represents that neither it nor its agents, subcontractors and all others engaged to perform or assist in the Project has been investigated (or is being investigated or is subject to a pending or threatened investigation) in relation to any contravention of applicable anti-corruption laws by any law enforcement, regulatory or other governmental agency; or has admitted to or been found by a court in any jurisdiction to have engaged in, any activity in contravention of applicable anti-corruption laws. The CUTM warrants to comply with all applicable anti-corruption laws and implement adequate processes and procedures to prevent it from engaging in an activity which would constitute an offence under applicable anti-corruption laws. The CUTM will promptly notify MTF of any alleged or actual contravention of applicable anti-corruption laws, or of any investigation in respect of such an alleged contravention, whether against it or any of its employees, agents, subcontractors, etc.

Any breach by the CUTM of any of the provisions of this clause will be deemed to be a material breach of this MOU, entitling MTF, without prejudice to any of its rights under this MOU or at law, to terminate this MOU with immediate effect. Despite any contrary provision elsewhere, the CUTM will indemnify, defend, and hold MTF harmless against any losses incurred in connection with or arising from the acts or omissions by the CUTM in contravention of, or alleged contravention of applicable anti-corruption laws. The indemnity contained in this clause will survive the termination of the MOU.

#### 12. SUB-CONTRACTING:

The CUTM will not subcontract any of its rights or delegate or subcontract any part of its obligations in this MOU to any third party without MTF's prior written consent. CUTM shall provide the agreement between the third party and CUTM for review by MTF. The subcontracting may be withheld at the MTF's sole discretion. In case MTF provides its consent, Parties will in mutual agreement discuss the scope and nature of such subcontracting arrangement. CUTM accepts complete responsibility for the acts or omissions of its agents, subcontractors, and all others it engages to perform or assist in the performance of the services under this MOU.

CUTM hereby undertakes and warrants that if there is any third-party involvement (example for procuring services, equipment, materials, hardware, software, etc.) for performing the services under this MOU, they shall be independent third parties and shall not be related or connected with the CUTM. Further the CUTM hereby confirms that there is no conflict of interest between the CUTM and the third party. The CUTM shall hereby defend, indemnify, and hold harmless MTF in case of breach of this clause.

#### 13. DISPUTE RESOLUTION

Any dispute relating to this engagement shall be settled amicably by the Parties. In the event that an amicable resolution or settlement is not arrived at within a period of thirty (30) days from the date on which the dispute or difference arose, either Party shall be entitled to refer the dispute to a Court in Bangalore.



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13.2. This MOU is governed by the laws of India and is subject to exclusive jurisdiction of Courts in Bangalore.

#### 14. USE OF NAME AND LOGO

Parties shall not use any trademark, trade name, service mark, service name, copyright, patent or logo without prior written mutual consent. For avoidance of doubt, Parties shall seek prior written consent each time when it intends to use trademark, trade name, service mark, service name, copyright, patent, or logo.

#### 15. USE OF PICTURES AND VIDEOS

In the event of MTF wishing to use any pictures, videos and quotations captured in the field by the CUTM, the CUTM shall obtain written consents from the beneficiaries or communities prior to sharing them with MTF for the purpose of using them in their web, digital reports. If no explicit communication is given by the CUTM, it will be taken by MTF that written consents have been obtained by the CUTM from the beneficiaries for the above-mentioned usage.

#### 16. SEVERABILITY

If any provision in this MOU is determined by a court of competent Jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein.

#### 17. CUMULATIVE RIGHTS AND REMEDIES

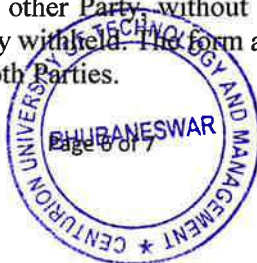
Except as otherwise specified in this MOU the rights and remedies of the Parties under or pursuant to this MOU are cumulative, may be exercised as often as relevant Party considers appropriate and are in addition to their respective rights and remedies under general law.

#### 18. NOTICES

A notice or other communication must be in English and is properly given or served by a party if that party (a) delivers it by hand; (b) posts it; (c) by e-mail or (d) delivers it by facsimile. A notice or other communication is deemed to be received if: (i) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service; (ii) sent by post from and to an address within the Territory, after ten (10) business days; (iii) sent by post from or to an address outside the Territory, after fourteen (14) business days; or (iv) sent by e-mail or facsimile, when transmitted during normal business hours in the Territory, as evidenced by a transmission report containing a remote station identification and confirmation of the time of such transmission and pages sent (or, if such time is outside normal business hours In the Territory, at the time of resumption of normal business hours).

#### 19. ANNOUNCEMENT

Neither Party shall make any announcement relating to this MOU, any matter arising in respect of this MOU or its relationship with the other Party, without the prior written consent of the other Party, which consent will not be unduly withheld. The form and content of any such announcement shall be consented and agreed to by both Parties.



Debasish Panda



## 20. RELATIONSHIP BETWEEN THE PARTIES

Nothing in this MOU will be construed as creating partnership, joint venture, agency, or employment between the Parties. The Parties shall not be responsible for the acts or omissions of the other and neither Party shall have nor represent that it has any power /authority to speak for, represent, bind or assume any obligation on behalf of the other Party in any way without the prior written consent of the other Party.

## 21. MODIFICATIONS

The MOU cannot be modified, varied, altered or terminated orally, and any modification, variation, alteration of the MOU shall be mutually agreed in writing and executed by or on behalf of the Parties.

## 22. ENTIRE UNDERSTANDING

This MOU contains the entire understanding between the parties and supersedes any previous MOU and arrangements relating to the transaction contemplated under this MOU.

## 23. COUNTERPARTS AND CAPTIONS

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

The captions and headings are for convenience of reference only and shall not be used to construe or interpret this MOU.

**IN WITNESS WHEREOF** the PARTIES to this MOU have signed on the date mentioned above:

**For MTF**

Signature:

Mr. Paneesh Rao

Chief Sustainability Officer,

LTIMindtree

Date:



**For CUTM**

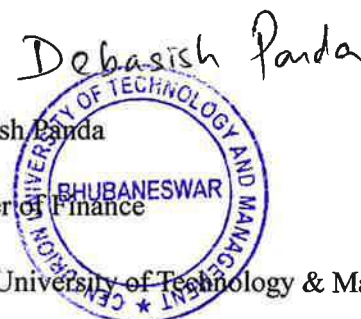
Signature:

Mr. Debasish Panda

Comptroller of Finance

Centurion University of Technology & Management

Date: 01/04/2023





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H 443652

### Bipartite Agreement and Memorandum of Understanding Between

Siksha 'O' Anusandhan, Bhubaneswar, And Centurion University of Technology & Management, School of Paramedic and Allied Health Science, Bhubaneswar for Building institutional collaboration for arranging clinical support towards teaching, practical training, internship and placement of paramedical and allied health science students of Centurion University

These Articles of agreement made on this day September 3, 2018 in Bhubaneswar between *The President, Siksha O Anusandhan*, with its hospital named *SUM Hospital and Research Center*, Khandagiri, Bhubaneswar, Odisha herein after called as *First party*

And

*The President, Centurion University of Technology & Management*, with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its University branch located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha, herein after called as *Second party*

For implementation of Building institutional collaboration for arranging clinical support towards teaching, practical training, internship and placement of paramedical and allied health science students of Centurion University henceforth referred to as the *Project* for the agreement in subsequent paragraphs.

M. C. Mishra



President  
Siksha O Anusandhan  
Khendagiri, Bhubaneswar



1. That the both parties agreed to the scope of this agreement for effective implementation of the project as per the laid down terms and conditions.
2. That, both the parties agreed to implement the **project** whose details are given in Annexure-1.
3. That, both the parties agreed to work for quality improvement and introduction of various health sector industry oriented paramedic and allied health new courses whose details are given in Annexure- 2
4. The implementation of the project activities would take place in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus and in the SUM Hospital & Research Center, Khandagiri; Bhubaneswar.
5. The timeline for implementation of the project would be from *September 01, 2018* for a period of five years *August 31, 2023* which may be automatically extendable with due consent of both the parties.
6. The implementation of the project will be guided and implemented by an “*Executive committee*” which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committees and functioning of the committees will be guided by the Terms of Reference (ToR) and Scope of Work (SoW) defined respectively.
7. The roles and responsibilities for implementation of the project would be shared between collaborators as per details given below:

7.1 Roles of the first party:

7.1.1 The first party would nominate a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the Nodal Officer of the 2<sup>nd</sup> party to implement project preferably monthly on a mutually agreed upon date / fixed date every month. The Nodal Officer will be also a member of the Executive Committee. The Nodal Officer will be responsible for communicating the minutes of the monthly progress review meetings with the members of the Executive Committee duly.

7.1.2 The first party will nominate three officials for representing 1<sup>st</sup> party in the Executive committee including the Nodal Officer like, Nominee of the Management, Dean, Institute of Medical Sciences, SoA University, and Medical Superintendent of SUM Hospital & Medical Research Center.

M.C. Mishra



President  
Siksha 'O' Anusandhan  
Khandagiri, Bhubaneswar

7.1.3 The first party will be responsible for jointly designing of a) new courses, and b) periodic review & up-gradation of the existing courses through an expert committee to design/upgrade the courses to make them health sector industry oriented ( Refer to Annexure 2).

7.1.4 The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal and external assessments, quality assurance of training/ teaching and health research activities in SPAHS, CUTM and in SUM Hospital and Medical Research Center as per subject domain (Refer to Annexure 2).

7.1.5 The first party will depute doctors to run clinical services, like outdoor and diagnostics services (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) in phased manner including holding of weekly camps at the University campus.

7.1.6 The first party would remain responsible for monitoring the quality of the project services implemented by the 2<sup>nd</sup> party. The 1<sup>st</sup> party would be responsible to give feedback based on monitoring observations to the 2<sup>nd</sup> party if any need for improvement is observed in written, over telephone, through e-mail immediately/ as soon as possible.

7.1.7 The first party would give technical inputs for finalization of the activities in the clinical establishment at CUTM.

7.1.8 The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2<sup>nd</sup> party to facilitate implementation of the project as per timeline.

7.2 Roles of the second party:

7.2.1 The second party will select a nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of project with the Nodal Officer of the 1<sup>st</sup> party to implement project preferably monthly on a mutually agreed upon date / fixed date every month. The Nodal Officer will be also a member of the Executive Committee. The Nodal Officer will be responsible for communicating the minutes of the monthly progress review meetings with the members of the Executive Committee duly.

M. K. Mishra



President  
Siksha 'O' Anusandhan  
Khandagiri, Bhubaneswar



7.2.2 The second party will nominate three officials for representing 2<sup>nd</sup> party in the Executive committee including the Nodal Officer like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, Centurion University.

7.2.3 The second party will be responsible for jointly designing and implementation of new courses, periodic review & up-gradation of the existing teaching training curriculums through an expert committee to implement the courses to make them health sector industry oriented.

7.2.4 The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules.

7.2.5 The second party will be responsible for providing managerial and logistics support for delivering the clinical services in the CUTM as a clinical establishment.

7.2.6 The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.

7.2.7 The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1<sup>st</sup> party.

7.2.8 The second party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1<sup>st</sup> party to facilitate implementation of the project as per timeline.

7.2.9 The second party will be responsible for making due payments to the 1<sup>st</sup> party for all clinical and Training services and repay cost of consumables.

8. That, the both parties agree to work on a detailed project design and activities including resource sharing plan within 1 month of signing of this agreement.



President  
Siksha 'O' Anusandhan  
Khandagiri, Bhubaneswar

9. That, the both parties agree to represent all the project activities and results as a joint initiative with use of Logo of both the parties for branding, visibility and representation in various forums.

10. That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

10.1 Any **modification of the terms and conditions** of the **agreement** would be done in writing after due discussion and documentation.

10.2 Any **modification of the design and plans** of the **project** would be done in writing after due discussions and documentation.

10.3 Any party desires to **terminate** the project before set timeline or completion of the project due to non fulfilment of the roles and responsibilities as described above can do so after discussion and written notice to the other party at least 90 days in notice period advance.

In witness thereof, the *President, Siksha 'O' Anusandhan, Khandagiri, Bhubaneswar* and the *President, Centurion University of Technology & Management (CUTM), Bhubaneswar* have set their hands this day and year to agree on the above written terms and conditions of the collaboration.

Signature

Prof. Dr. Manoj Kumar Nayak,  
President,  
Siksha 'O' Anusandhan,  
Khandagiri, Bhubaneswar.

Witness-1

Witness-2

Signature

Prof. Dr. Mukti Mishra  
President,  
Centurion University of Technology &  
Management, Bhubaneswar.

Witness-1 SWAPNA HARRISON

Witness-2 SWEETA KUMAR MOHAPATRA S. MOHAPATRA





| CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT and SIKSHA O ANUSANDHAN                |  |   |  |  |
|--|--|---|--|--|
| THE SCHOOL OF PARAMEDICS AND ALLIED HEALTH SCIENCES and SUM HOSPITAL AND RESEARCH CENTER |  |   |  |  |
| PROPOSED COLLABORATION MODEL   |  |   |  |  |
| FOCUS AREAS OF COLLABORATION   | ROLES AND RESPONSIBILITIES: SoA  | ROLES AND RESPONSIBILITIES: CUTM  | REMARKS AND RESOURCE SHARING   |  |
| Teaching: Theory<br>Refer to Annexure 2  | Offsite deputation of trainer for 5-7 days for supporting trainings in Bhubaneswar campus  | Accommodation & Food<br>Travel support by Vehicle to and fro  | Staff work days for 5-7 days per semester per course for various courses | Logistic support<br>Resource sharing<br>Honorarium @ Rs. 2000.00/ day  |
| Training: Practical<br>Refer to Annexure 2   | Providing opportunity for bedside teaching training by qualified resource persons<br>Onsite deputation of trainers as per need   | Travel of the students for practical training<br>Packed brunch for the students<br>Planning and Organising the activity | Staff work days for 7days per semester per course for various courses    | Logistic support<br>Resource sharing for UG & PG for the whole period @ Rs. 1000per 3 <sup>rd</sup> semester student @ Rs. 1500 per 5 <sup>th</sup> semester of students |
| Training: Internship<br>Refer to Annexure 2  | Opportunity for 6-12 months' work in clinical setup as routine for different courses<br>Arrange for accommodation and food   | Travel support for the student<br>Coordinate and visit the internship sites<br>Arrange for stipends                     | Institutional cost in terms of facility, consumables and equipment       | Logistic support<br>Resource sharing for UG & PG @ Rs. 10000 for 1 year/ student @ Rs. 5000 for 6 month/ student   |
| Placement of candidates :  | Facilitate absorption of certified paramedics in the institution / industry<br>Work together for planning and coordination<br>Organize industry exposure                         | Organize placement workshop<br>Create quality industry ready professionals<br>Domain & Soft skills development          | Institutional cost   | Training support<br>Logistic support   |
| Support weekly camp activities in CUTM campus  | Provide weekly outdoor health care services through visiting doctors for the students and staff<br>Conduct community camps one-two times per month at community level on Sundays | Provide infrastructure and marketing of partner institution   | Technical support;<br>Staff time 4 hrs for 1 day                         | Logistics support<br>Revenue sharing of clinical fees  |

Updated on 03 September 2018

M.K. Mishra



President  
Siksha 'O' Anusandhan  
Khandagiri, Bhubaneswar

**Projectproposal**  
**Building institutional collaboration between**  
**Siksha O Anusandhan and Centurion University of Technology & Management**  
**for arranging clinical support towards teaching, practical training, internship and placement of**  
**paramedical and allied health science students of Centurion University**

**ANNEXURE 2**

| Sl. # | Ongoing courses:<br>Under graduate & Post Graduate  | Sl. # | Proposed New Courses:<br>Undergraduate & Post graduate   |
|-------|---|-------|--|
| A.1   | <b>Medical Laboratory Technology:</b> <ul style="list-style-type: none"> <li>DMLT (2 yrs 3 months);</li> <li>B. Sc. MLT (3 yrs.); B. Sc. Cl. Microbiology</li> <li>M. Sc. MLT (2 yrs); M. Sc. Cl. Microbiology</li> </ul> | B.1   | <b>Cardiac Care Technology:</b> <ul style="list-style-type: none"> <li>D.CCT (2 yrs 3 months);</li> <li>B. Sc. CCT (3.5 yrs)</li> </ul>                          |
| A.2   | <b>Radiology &amp; Imaging Technology:</b> <ul style="list-style-type: none"> <li>DMRT (2 yrs)</li> <li>B. Sc. (3 yrs.)</li> </ul>  | B.2   | <b>Dialysis Technology:</b> <ul style="list-style-type: none"> <li>D. DT (2yrs 3 months);</li> <li>B. Sc. DT (3.5 yrs)</li> </ul>                                |
| A.3   | <b>Optometry:</b> <ul style="list-style-type: none"> <li>B. Sc. (4 yrs)</li> </ul>  | B.3   | <b>OT and Anaesthesia Technology:</b> <ul style="list-style-type: none"> <li>D. OTT &amp; AT (2 yrs 3 months);</li> <li>B. Sc. OTT &amp; AT (3.5 yrs)</li> </ul> |
|       |   | B.4   | <b>ICU Technology:</b> <ul style="list-style-type: none"> <li>D. ICUT (2 yrs 3 months);</li> <li>B. Sc. ICUT (3.5 yrs)</li> </ul>                                |
|       |   | B.5   | <b>Emergency Medical Care Technology:</b> <ul style="list-style-type: none"> <li>D. EMCT (2yrs 3months);</li> <li>B. Sc. EMCT (3.5 yrs)</li> </ul>               |
|       |   | B.6   | <b>Physiotherapy</b> <ul style="list-style-type: none"> <li>D. PM/PT (2yrs 3months);</li> <li>B. Sc. PM/PT (4 yrs)</li> </ul>                                    |
| Sl. # | Ongoing courses under HSSC<br>Skill Development   | Sl. # | Proposed New courses under HSSC<br>Skill Development   |
| C.1   | <b>Medical Laboratory Technology: (1 yr.)</b>   | D.1   | <b>X- Ray / Radiology Technician (1 yr.)</b>   |
| C.2   | <b>Operation Theater Technology: (1 yr.)</b>  | D.2   | <b>Emergency Medical Care Technology: (Basic &amp; Advanced) (1 yr.)</b>   |
| C.3   | <b>General Duty Assistant: ( 6 months)</b>  | D.3   | <b>Vision Technician /Refractionist (1 yr.)</b>  |
| C.4   | <b>Phlebotomy Technician: ( 6 months)</b>   | D.4   | <b>Blood Bank Technician: 1 year</b>   |
|       |   | D.5   | <b>Diet Assistant and Diabetic Educator: 1 year</b>  |
|       |   | D.6   | <b>Cardiac Care Technician</b>   |
|       |   | D.7   | <b>Dialysis Technician</b>   |
|       |   | D.8   | <b>ICU Technician</b>  |
|       |   | D.9   | <b>Anaesthesiology Technician</b>  |
|       |   | D.10  | <b>Asst. Physiotherapy Technician</b>  |
|       |   | D.11  | <b>Health Informatics and Data Management</b>  |

M.C. Mishra



President  
Siksha 'O' Anusandhan  
Khanda Giri, Bhubaneswar



# MEMORANDUM OF UNDERSTANDING

Signed on 6<sup>th</sup> November 2021



Signature

Principal

Jawaharlal College,  
Patnagarh



**Centurion**  
**UNIVERSITY**

Shaping Lives...  
Empowering Communities!

Signature

Regional Director  
Centurion University,  
JITM Campus, Balangir

# MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between:

## **AGENCY: A**

Principal  
Jawaharlal College, Patnagarh

## **AGENCY: B**

Regional Director  
Centurion University, JITM Campus, Bolangir

A. **Purpose:** Academic Collaboration

B. **Roles and Responsibilities.**

**Agency A (Jawaharlal College, Patnagarh) agrees to:**

| Responsibility/Activity  |
|--|
| To depute students:  |
| 1. for learning/ training on practical activities  |
| 2. To learn about the operation of equipment   |
| 3. To visit the institute to learn vermicomposting, preparation of phenyl and any allied academic activities |

**Agency B (Centurion University, JITM Campus, Bolangir) agrees to:**

| Responsibility/Activity  |
|--|
| 1. To permit the students to visit University Campus (JITM), Balangir    |
| 2. To provide Trainor's / staffs for imparting training to the students. |
| 3. To permit the students to take photographs and collect samples.       |

C. **Timeframe.**

This MOU will commence on 6<sup>th</sup> November 2021 and will dissolve at the end of the grant funding period on 5<sup>th</sup> November 2026.



**D. Confidentiality.**

The designated lead agency accepts full responsibility for the performance of the collaborative organizations/agencies.

This Memorandum of Understanding is the complete agreement Jawaharlal College, Patnagarh and Centurion University, JITM Campus, Balangir, and may be amended only by written agreement signed by each of the parties

Involve

**AGENCY A**

Authorized Official: Principal,  
Jawaharlal College, Patnagarh

Dr. Devraj Mishra, Principa (I/C)

**Printed Name and Title**

  
**Signature**

Address: Jawaharlal College, Patnagarh

Telephone(s): 9437240805

E-Mail Address: jcprincipalptg@jcptg.ac.in

**AGENCY B**

Authorized Official: Regional Director,  
Centurion University, JITM Campus, Balangir

Sri Pradeep Kumar Sarangi  
Regional Director  
**Printed Name and Title**

  
**Signature**

Address: Centurion University, JITM Campus, Balangir

Telephone(s): 9437037148

E-Mail Address: pradeepsarangi2005@gmail.com



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### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between

Agency : A

Principal

D.A.V.(Auto) College,  
Titilagarh,

Agency : B

Regional Director

Centurion University, JITM Campus  
Balangir  
Mr. Pradeep Kumar Barandi  
Regional Director  
CUTM, Bolangir Camr

- Purpose:** The purpose of this MOU is academic collaboration keeping in view the greater interest of the society in general and of the students in particular.
- Roles and Responsibilities:** The Agency : A, that is D.A.V.(Auto) College, Titilagarh and the Agency : B, that is Centurion University, JITM Campus, Balangir agree to the followings.
  - To depute students for learning cutting edge technology and learn firsthand knowledge on practical activities.
  - To depute students to learn about operation of different equipments.
  - To depute students to learn domain and skills as per the requirement of students.
  - To depute Lecturers, Readers to take class on visiting basis on the subject of humanities and science with a special emphasis on "Ethical Teaching"
  - To depute Lecturers, Readers to supervise the candidates as external.

Tajender Kan 04.09.2022

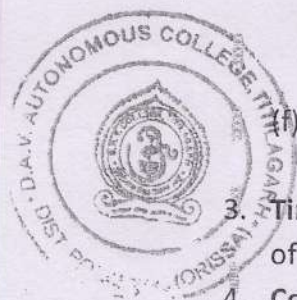
Pradeep Kumar Barandi  
04.09.22





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- (f) To depute nonteaching staff to have practical knowledge on organisational behavior.
3. **Timeframe** : This MOU will commence on \_\_\_\_\_ and will dissolve at the end of 5 years from the date of signing of the MOU.
4. **Confidentiality** : Both the agency do hereby agree to maintain official secrecy during the time period of collaboration.

This Memorandum of Understanding is the complete agreement between D.A.V.(Autonomous) College, Titilagarh and Centurion University, JITM Campus, Balangir and may be amended only by written agreement signed by each party.

**Agency : A**

Authorised Official-

Dr.(Maj) Madhusudan Mishra

Principal

D.A.V.(Autonomous) College  
Titilagarh

Signature

Address- D.A.V.(Auto), College  
Titilagarh, Dist-Balangir  
Odisha, India  
Pin-767042

Telephone- 9437240372

Email - nprincipal.davcollege@gmail.com

(१)



भारतीय गैर न्यायिक

पाँच रुपये

FIVE RUPEES



भारत INDIA

INDIA NON JUDICIAL



ओडिशा ODISHA

15AA 844623

Agency : B

Authorised Official-

Sri Pradeep Kumar Sarangi

Regional Deirector

Centurion University, JITM Campus  
Balangir

Signature

Pradeep Kumar Sarangi

Address- Centurion University, JITM Campus  
Behind, BSNL Office, IDCO Land  
Rajib Nagar, Balangir  
Dist-Balangir, Odisha, India, Pin-767001

Telephone- 9437037148

Email- pradeepsarangi2005@gmail.com

Mr. Pradeep Kumar Sarangi  
Regional Director  
CUTM, Bolangir Camr.





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R 145424

MEMORANDUM OF UNDERSTANDING (MoU)  
CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT, ODISHA  
AND  
CYBERDOJO ALLIANCE (Shraddha Nextgen Solutions Private Limited)

This Memorandum of Understanding is entered into at Bhubaneswar  
on this date 20<sup>th</sup> May 2024

**Memorandum of Understanding**

This memorandum of understanding is made and entered into on the 20<sup>th</sup> May 2024 between **Centurion University of Technology and Management, Odisha** (hereinafter referred to as CU- ODISHA) hereinafter called Party of the First Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **CyberDojo Alliance (Shraddha Nextgen Solutions Private Limited)** (hereinafter referred to as **CYBERDOJO**) hereinafter called the Party of the Second Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

**Whereas**

Centurion University is duly recognized as a pioneer in 'Skill Integrated Higher Education'. Its unique model lays specific emphasis on creating sustainable livelihoods on a national scale in challenging geographies through education that results in employability and sparks entrepreneurship. This model has been recognized by multiple Governments (Central and State), International Organizations such as UNESCO and the World Bank as well as Policy



No-3226

Centurion university of Technology & Management

14-5-2024

for- Prasant Kumar Nayak

Agreement

At- Ramachandrapur

PS- Jatni Dist- Khordha

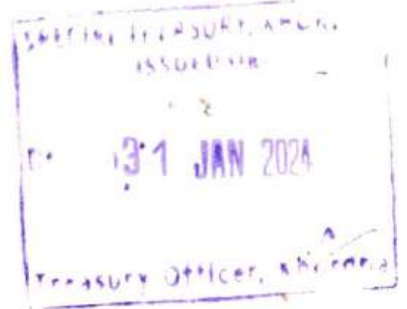
RS-100/-

Prasant Kumar Nayak

Satyadeel Mohanty

Stamp Vender  
S.R. Office, Jatni

14-5-2024





Think-tanks such as the Niti Aayog. Recently, Centurion University's School of Vocational Education and Training has been recognized as a Center of Excellence by Ministry of Skill Development and Entrepreneurship, Government of India. It is the only University in India to be recognized as such.

Since its inception in 2005 and subsequent establishment as a University in 2010 (vide Odisha Act 4 of 2010), Centurion has created a unique environment that ensures a tailored learning and employability path for youth in some of the poorest and underserved geographies in Odisha and Andhra Pradesh.

**And Whereas**

**CYBERDOJO (Shraddha Nextgen Solutions Pvt Ltd)** Operating out of D401, VTC Kudasan, Gandhinagar, Gujarat 382007 with registered office at 104 Safal Athabhai Rupani Road Bhavnagar 364001 Gujarat. Shraddha Nextgen is the owner of the brand and alliance called the CYBERDOJO ALLIANCE under which Cybersecurity training is imparted to learners using their innovative next generation hyper simulation labs.

**WHEREAS, both CENTURION UNIVERSITY and CyberDojo, now**

INTEND to form a nucleus for promoting excellent quality manpower in the fields of cyber security engineering, technology and sciences with special emphasis on technical education in the world of learning and preparing students for the future and, hereby, to be counted amongst the best of educational and research institutes globally and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both CENTURION UNIVERSITY and CYBERDOJO hereby acknowledge, CENTURION UNIVERSITY and CYBERDOJO hereby agree to sign a non-binding memorandum of understanding (MOU).

**ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between CENTURION UNIVERSITY and CYBERDOJO for enhancing, the availability of highly qualified manpower in the areas of CYBERSECURITY without any prejudice to prevailing rules and regulations in CENTURION UNIVERSITY and CYBERDOJO without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to CENTURION UNIVERSITY and CYBERDOJO. The areas of cooperation can be extended through mutual consent.

**ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

CYBERDOJO – Scope, Objectives and responsibilities

1. SCOPE: Establishing a COE at CENTURION UNIVERSITY premises with all required infrastructure as mentioned below

1. **Learning Management Systems (LMS)**
2. **CyberDojo Simulation Platform (Open Source & Cloud Based tools)**
  - Gateway Security Software
  - Endpoint Security Software
  - SIEM Software
  - Threat Hunting Platform
  - Web Application Platform
  - Firewall



- Intrusion Prevention Systems
- DLP Software
- Decoy Technologies
- Web Proxy Software
- Anti-Virus Software
- APT Software
- Sandboxing Software
- Email Security Software
- Other components like Windows AD Server, Web Servers, Open Source Technologies, Database Servers and other Open Source Tools

3. **Course Content**

- Theory content
- Lab notes content
- Recorded Session

4. **Lab Scenario in line with the course grid.**

- Red Team Scenario
- Blue Team Scenario
- Purple Team Scenario

2. Objective: Deliver Work Integrated Under Graduate & Post Graduate Courses

1. 3 Modules under the Cyber Security Domain Specialization track for Sem 5 BTech CSE and 3<sup>rd</sup> Sem MCA Students-356 Hours

3. Responsibilities:

a. Allocating certified and trained resources

- i. CyberDojo shall provide certified and trained resources for defined trainings, 3 trainers based on expertise on the subject.
- ii. CyberDojo shall ensure the onsite availability of trainer for conducting the classes as per pre-defined schedules.
- iii. All Cost pertaining the travel, per diem of the trainer will be borne by CyberDojo.
- iv. The course modules will be aligned with the CENTURION UNIVERSITY guidelines & structure.
- v. CyberDojo will provide a completion certificate to all the enrolled students.

b. Internship & Placements

- i. B.Tech & industrial level project support for all students who opt for the elective courses mentioned and a stipend-based apprenticeship (paid by CyberDojo) for all students completing at least 3 elective courses.
- ii. Placement support for all B.Tech. & MCA Cyber Defense students and for students completing at least 3 elective courses to be provided as part of the contract.
- iii. Course/Program design will be done as per the requirement of the industries, which will be collected by the SHRADDHA NEXTGEN SOLUTIONS PVT. LTD. The same can be done with joint discussion with the experts of CENTURION UNIVERSITY.





## **CENTURION UNIVERSITY - Scope and Responsibilities.**

- a. Server (Hardware) and Operating System as per the specification mentioned below is recommended to ensure smooth delivery of the labs. In the absence of the below server student can have remote access to the CyberDojo server.

### **HARDWARE CONFIGURATION-To be provided.**

Intel Processor Latest Gen  
120-150Cores 512 GB DDR4 RAM  
4 TB Usable SSD / 2 TB HDD  
Dual 425 Watt 90% Efficient Power Supply  
SQL or MySQL Database

- b. Ensure the Availability of Physical space, Computer systems, Internet connectivity for students to simulate the scenario.
- c. Enroll a minimum of 60 students every year for the Domain Specialization Course.
- d. Accommodation for trainer / Consultant during onsite visit.
- e. Delivery of the Non-Core Subjects to the B.Tech & MCA students
- f. Collection of Fees from Students as per agreement.
- g. Shall nominate a Responsible Officer / Faculty as a Single Point of Contact.
- h. Will sign a contract for 2 years renewable with SHRADDHA NEXTGEN SOLUTIONS Pvt LIMITED
- i. Shall conduct examinations, which include preparation of Question papers, evaluation and declaration of results
- j. Shall issue Programme Completion Certificate, Mark Sheets, TC and Degree Certificates as required for the students on successful completion of the programme.
- k. CENTURION UNIVERSITY is responsible to approve the program by BOS of SoET and Academic Council of CENTURION UNIVERSITY.

**Intentionally left blank.**



**Mod 2. Cyber Security Domain Specialization Track - SEM 5 - CYBERDOJO  
DEFENDER'S (BLUE TEAM)**

| Sl. No.            | Syllabus to Be Covered Under Defenders Program  | Theory Hours | Lab Hours |
|--------------------|---|--------------|-----------|
| 1                  | <b>Mod 2. Topic 1: Blue Teaming Fundamentals</b><br>Principles of Blue Teaming, Components of Blue Teaming, OS Fundamentals, Network Fundamentals   | 17           | 17        |
| 2                  | <b>Mod 2. Topic 2: End Point &amp; Advanced Persistent Threats</b><br>About endpoint protection/APT / Install /Configure/Manage EP & APT Tools / Defense Tactics & more                           | 12           | 12        |
| 3                  | <b>Mod 2. Topic 3: Network Security</b><br>About Network Security /Network Security Tools / Install /Configure/Manage Network Security Tools / Defense Tactics & More                             | 14           | 14        |
| 4                  | <b>Mod 2. Topic 4: Compliance and Data Protection</b><br>About Compliance Frameworks/ Different Compliance Standards/ Data Protection Tools/ Compliance Tools/ Compliance Reporting requirements. | 10           | 10        |
| 5                  | <b>Mod 2. Topic 5: Communication Track</b><br>Effective communication / Proposals / Presentation skills / Reporting & more  | 4            | 4         |
| <b>Total Hours</b> |   | <b>57</b>    | <b>57</b> |





### 3. Scope – Course Content & Training Programs

#### Cyber Security Domain Specialization Course

#### Mod 1. Cyber Security Domain Specialization Track - SEM 5 - CYBERDOJO TRAIL BLAZER'S (RED TEAM)

| Sl. No.            | Syllabus to Be Covered Under Trail Blazer's Program   | Theory Hours | Lab Hours |
|--------------------|---|--------------|-----------|
| 1                  | <b>Mod 1. Topic 1: Red Teaming Fundamentals</b><br>Understanding Red Teaming/ Legal and Ethical Aspects / Reconnaissance and Information Gathering/ Threat Modelling and Attack Vector  | 12           | 12        |
| 2                  | <b>Mod 1. Topic 2: Network and System Vulnerability Assessment and Penetration Testing</b><br>Network Fundamentals and Vulnerability Assessment/ System Vulnerability Assessment and Exploitation/ & More   | 17           | 17        |
| 3                  | <b>Mod 1. Topic 3: Post-Exploitation and Advanced Techniques</b><br>Post-Exploitation Fundamentals/ Persistence, Evasion, and Clearing Tracks/ Data Exfiltration and Exfiltration Techniques / Clearing Tracks After Exploitation/ MITRE Framework Integration          | 14           | 14        |
| 4                  | <b>Mod 1. Topic 4: Web Application Vulnerability Assessment and Penetration Testing</b><br>Web Fundamentals and Vulnerability Assessment/ Web Application Vulnerabilities and Exploitation/ Secure Coding and Emerging Trends/ Advanced Web Application Vulnerabilities | 12           | 12        |
| 5                  | <b>Mod 1. Topic 5: Communication Track</b><br>Effective communication / Proposals / Presentation skills / Reporting & more  | 4            | 4         |
| <b>Total Hours</b> |   | <b>61</b>    | <b>61</b> |



**Mod 3. Cyber Security Domain Specialization Track SEM 5 - CYBERDOJO ANALYST'S (PURPLE TEAM)**

| Sl. No.            | Syllabus to Be Covered Under Analyst Program   | Theory Hours | Lab Hours |
|--------------------|--|--------------|-----------|
| 1                  | <b>Mod 3. Topic 1: Fundamentals of Purple Teaming</b><br>About purple Teaming/ Key Terminologies/ Introduction to SOC/ Roles in a SOC / Components to build a SOC/   | 8            | 8         |
| 2                  | <b>Mod 3. Topic 2: Security Analytics- Level 1</b><br>Phishing Analysis/ Threat Intelligence /Digital Forensics / SIEM Basics/ Incidence Response / Network Analysis | 24           | 24        |
| 3                  | <b>Mod 3. Topic 3: Security Analytics- Level 2</b><br>Threat Hunting / Threat Hunting/ Advanced SIEM / Vulnerability Management                                      | 24           | 24        |
| 4                  | <b>Mod 3. Topic 4: Communication Track</b><br>Effective communication / Proposals / Presentation skills / Reporting & more   | 4            | 4         |
| <b>Total Hours</b> |  | <b>60</b>    | <b>60</b> |

**ARTICLE-III: COMMERCIAL TERMS**

1. For Cyber Security Domain Specialization Track- Virtual lab / theory at Rs.11,950/- per student per semester inclusive of GST payable to SHRADDHA NEXTGEN SOLUTIONS PVT. LTD. Price considered for a minimum of 60 students per batch.

**ARTICLE-IV: COORDINATION OF THE PROGRAMME**

1. The collaborative programmed between Centurion University and CYBERDOJO shall be coordinated by a Coordination Committee appointed by Directors of both the Institutes.
2. Project Schedule will be decided by Centurion University and CYBERDOJO mutually.
3. Financial arrangements for specific collaboration will be mentioned as Annexure1.

**ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

1. This MOU shall be effective from the date of its approval by competent authorities at both ends.
2. The duration of the MOU shall be for a period of 5 years from the effective date.
3. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party after completion of the initial 5 years tenure of the MOU. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programmed under the MOU.
4. Any clause or article of the MOU may be modified or amended by mutual agreement of CYBERDOJO and CENTURION UNIVERSITY.
5. After payments, all devices/equipment/Software will be the property of CENTURION UNIVERSITY. The Contract duration will be a minimum of 5 years and cannot be terminated prior to the completion of the initial 5-year tenure.





#### **ARTICLE-VI: IPR**

1. Rights regarding publications, patents, royalty, ownership of software/design/product developed, etc. lie jointly with CU-Odisha & CyberDojo.

#### **ARTICLE-VII: CONFIDENTIALITY**

During the tenure of the MOU, both CENTURION UNIVERSITY and CYBERDOJO will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

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

Further both CENTURION UNIVERSITY and CYBERDOJO shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

However confidential information shall not include any data or information which:

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

#### **ARTICLE-VIII: AMENDMENTS**

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

#### **ARTICLE-IX: RESOLUTION OF DISPUTES**

1. This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Odisha.
2. The dispute or difference whatsoever arises between PARTIES in relation to, or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.



#### ARTICLE-X: MISCELLANEOUS

1. The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
2. Both CENTURION UNIVERSITY and CYBERDOJO shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of the other party without the prior consent in writing of that other party.
3. No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
4. After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

#### ARTICLE-XI: TERMS OF ENGAGEMENT

1. Taxes: Prices quoted above are inclusive of GST
2. Terms of Payment: 50% before the first internal & 50% on completion of project.
3. Minimum Enrolments: As mentioned under course programme.
4. Prices: All prices are quoted in Indian Rupees.
5. Price Validity: 1 month from the quote date.
6. Prices above quoted are inclusive of GST as applicable.
7. Order Placements: MOU/Contracts/Purchase Orders/Agreements would be signed with our registered parent company as per the details below:  
SHRADDHA NEXTGEN SOLUTIONS PRIVATE LIMITED Plot No. 1877,  
Safal FF, 104, Atabhai Chowk, Bhavnagar, Gujarat, 364001.  
H.O. ADDRESS: D401, Vrundavan Trade Center, Kудasan, Gandhinagar,  
382421
8. Payment: Payments to be issued in the name of Shraddha Nextgen Solutions Private Limited.
9. Contract Duration: Contract start date will be effective from the date of signing of MOU between CENTURION UNIVERSITY and CYBERDOJO and expiry will be valid for a minimum of 5 years from the date of signing of the contract.

**Intentionally left blank.**





## ARTICLE-XII : WARRANTIES

CYBERDOJO represents and warrants that all Services will be performed in a workmanlike manner and also warrants and covenants that

1. CYBERDOJO is authorized to enter into this Contract, whether on behalf of itself or an entity;
2. CYBERDOJO's execution, delivery and performance of this Contract does not and will not conflict with or violate any other agreement or obligations with third parties or any restrictions of any kind or any law to which CYBERDOJO is bound or subject; and
3. (c) CYBERDOJO will comply with all laws, rules and regulations applicable regarding the Services.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director  
SHRADDHA NEXTGEN SOLUTIONS PVT LTD

Witness

1.

2.

Date:



Director  
CENTURION UNIVERSITY  
(Vice-Chancellor)

Witness

1. Dr. Sujata Chandra

2. Rm Kumar Mohan

Date:





ଓଡ଼ିଶା ओडिशा ODISHA

R 145424

MEMORANDUM OF UNDERSTANDING (MoU)  
CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT, ODISHA  
AND  
CYBERDOJO ALLIANCE (Shraddha Nextgen Solutions Private Limited)

This Memorandum of Understanding is entered into at Bhubaneswar  
on this date 20<sup>th</sup> May 2024

**Memorandum of Understanding**

This memorandum of understanding is made and entered into on the 20<sup>th</sup> May 2024 between **Centurion University of Technology and Management, Odisha** (hereinafter referred to as CU- ODISHA) hereinafter called Party of the First Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **CyberDojo Alliance (Shraddha Nextgen Solutions Private Limited)** (hereinafter referred to as **CYBERDOJO**) hereinafter called the Party of the Second Part (which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

**Whereas**

Centurion University is duly recognized as a pioneer in 'Skill Integrated Higher Education'. Its unique model lays specific emphasis on creating sustainable livelihoods on a national scale in challenging geographies through education that results in employability and sparks entrepreneurship. This model has been recognized by multiple Governments (Central and State), International Organizations such as UNESCO and the World Bank as well as Policy





No-3226

Centurion university of Technology & Management

14-5-2024

for- Prasant Kumar Nayak

Agreement

At- Ramachandrapur

PS- Jatni Dist- Khordha

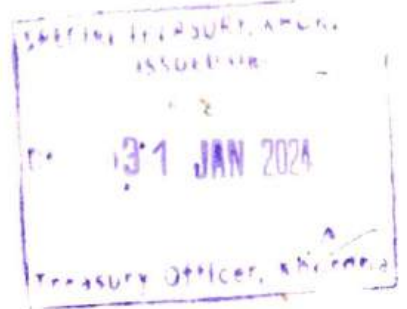
RS-100/-

Prasant Kumar Nayak

Satyadeel Mohanty

Stamp Vender  
S.R. Office, Jatni

14-5-2024



Think-tanks such as the Niti Aayog. Recently, Centurion University's School of Vocational Education and Training has been recognized as a Center of Excellence by Ministry of Skill Development and Entrepreneurship, Government of India. It is the only University in India to be recognized as such.

Since its inception in 2005 and subsequent establishment as a University in 2010 (vide Odisha Act 4 of 2010), Centurion has created a unique environment that ensures a tailored learning and employability path for youth in some of the poorest and underserved geographies in Odisha and Andhra Pradesh.

**And Whereas**

**CYBERDOJO (Shraddha Nextgen Solutions Pvt Ltd)** Operating out of D401, VTC Kudasan, Gandhinagar, Gujarat 382007 with registered office at 104 Safal Athabhai Rupani Road Bhavnagar 364001 Gujarat. Shraddha Nextgen is the owner of the brand and alliance called the CYBERDOJO ALLIANCE under which Cybersecurity training is imparted to learners using their innovative next generation hyper simulation labs.

**WHEREAS, both CENTURION UNIVERSITY and CyberDojo, now**

INTEND to form a nucleus for promoting excellent quality manpower in the fields of cyber security engineering, technology and sciences with special emphasis on technical education in the world of learning and preparing students for the future and, hereby, to be counted amongst the best of educational and research institutes globally and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both CENTURION UNIVERSITY and CYBERDOJO hereby acknowledge, CENTURION UNIVERSITY and CYBERDOJO hereby agree to sign a non-binding memorandum of understanding (MOU).

**ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between CENTURION UNIVERSITY and CYBERDOJO for enhancing, the availability of highly qualified manpower in the areas of CYBERSECURITY without any prejudice to prevailing rules and regulations in CENTURION UNIVERSITY and CYBERDOJO without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to CENTURION UNIVERSITY and CYBERDOJO. The areas of cooperation can be extended through mutual consent.

**ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

CYBERDOJO – Scope, Objectives and responsibilities

1. SCOPE: Establishing a COE at CENTURION UNIVERSITY premises with all required infrastructure as mentioned below

1. **Learning Management Systems (LMS)**
2. **CyberDojo Simulation Platform (Open Source & Cloud Based tools)**
  - Gateway Security Software
  - Endpoint Security Software
  - SIEM Software
  - Threat Hunting Platform
  - Web Application Platform
  - Firewall





- Intrusion Prevention Systems
- DLP Software
- Decoy Technologies
- Web Proxy Software
- Anti-Virus Software
- APT Software
- Sandboxing Software
- Email Security Software
- Other components like Windows AD Server, Web Servers, Open Source Technologies, Database Servers and other Open Source Tools

3. **Course Content**

- Theory content
- Lab notes content
- Recorded Session

4. **Lab Scenario in line with the course grid.**

- Red Team Scenario
- Blue Team Scenario
- Purple Team Scenario

2. Objective: Deliver Work Integrated Under Graduate & Post Graduate Courses

1. 3 Modules under the Cyber Security Domain Specialization track for Sem 5 BTech CSE and 3<sup>rd</sup> Sem MCA Students-356 Hours

3. Responsibilities:

a. Allocating certified and trained resources

- i. CyberDojo shall provide certified and trained resources for defined trainings, 3 trainers based on expertise on the subject.
- ii. CyberDojo shall ensure the onsite availability of trainer for conducting the classes as per pre-defined schedules.
- iii. All Cost pertaining the travel, per diem of the trainer will be borne by CyberDojo.
- iv. The course modules will be aligned with the CENTURION UNIVERSITY guidelines & structure.
- v. CyberDojo will provide a completion certificate to all the enrolled students.

b. Internship & Placements

- i. B.Tech & industrial level project support for all students who opt for the elective courses mentioned and a stipend-based apprenticeship (paid by CyberDojo) for all students completing at least 3 elective courses.
- ii. Placement support for all B.Tech. & MCA Cyber Defense students and for students completing at least 3 elective courses to be provided as part of the contract.
- iii. Course/Program design will be done as per the requirement of the industries, which will be collected by the SHRADDHA NEXTGEN SOLUTIONS PVT. LTD. The same can be done with joint discussion with the experts of CENTURION UNIVERSITY.



## **CENTURION UNIVERSITY - Scope and Responsibilities.**

- a. Server (Hardware) and Operating System as per the specification mentioned below is recommended to ensure smooth delivery of the labs. In the absence of the below server student can have remote access to the CyberDojo server.

### **HARDWARE CONFIGURATION-To be provided.**

Intel Processor Latest Gen  
120-150Cores 512 GB DDR4 RAM  
4 TB Usable SSD / 2 TB HDD  
Dual 425 Watt 90% Efficient Power Supply  
SQL or MySQL Database

- b. Ensure the Availability of Physical space, Computer systems, Internet connectivity for students to simulate the scenario.
- c. Enroll a minimum of 60 students every year for the Domain Specialization Course.
- d. Accommodation for trainer / Consultant during onsite visit.
- e. Delivery of the Non-Core Subjects to the B.Tech & MCA students
- f. Collection of Fees from Students as per agreement.
- g. Shall nominate a Responsible Officer / Faculty as a Single Point of Contact.
- h. Will sign a contract for 2 years renewable with SHRADDHA NEXTGEN SOLUTIONS Pvt LIMITED
- i. Shall conduct examinations, which include preparation of Question papers, evaluation and declaration of results
- j. Shall issue Programme Completion Certificate, Mark Sheets, TC and Degree Certificates as required for the students on successful completion of the programme.
- k. CENTURION UNIVERSITY is responsible to approve the program by BOS of SoET and Academic Council of CENTURION UNIVERSITY.

**Intentionally left blank.**





**Mod 2. Cyber Security Domain Specialization Track - SEM 5 - CYBERDOJO  
DEFENDER'S (BLUE TEAM)**

| Sl. No.            | Syllabus to Be Covered Under Defenders Program  | Theory Hours | Lab Hours |
|--------------------|---|--------------|-----------|
| 1                  | <b>Mod 2. Topic 1: Blue Teaming Fundamentals</b><br>Principles of Blue Teaming, Components of Blue Teaming, OS Fundamentals, Network Fundamentals   | 17           | 17        |
| 2                  | <b>Mod 2. Topic 2: End Point &amp; Advanced Persistent Threats</b><br>About endpoint protection/APT / Install /Configure/Manage EP & APT Tools / Defense Tactics & more                           | 12           | 12        |
| 3                  | <b>Mod 2. Topic 3: Network Security</b><br>About Network Security /Network Security Tools / Install /Configure/Manage Network Security Tools / Defense Tactics & More                             | 14           | 14        |
| 4                  | <b>Mod 2. Topic 4: Compliance and Data Protection</b><br>About Compliance Frameworks/ Different Compliance Standards/ Data Protection Tools/ Compliance Tools/ Compliance Reporting requirements. | 10           | 10        |
| 5                  | <b>Mod 2. Topic 5: Communication Track</b><br>Effective communication / Proposals / Presentation skills / Reporting & more  | 4            | 4         |
| <b>Total Hours</b> |   | <b>57</b>    | <b>57</b> |



### 3. Scope – Course Content & Training Programs

#### Cyber Security Domain Specialization Course

#### Mod 1. Cyber Security Domain Specialization Track - SEM 5 - CYBERDOJO TRAIL BLAZER'S (RED TEAM)

| Sl. No.            | Syllabus to Be Covered Under Trail Blazer's Program   | Theory Hours | Lab Hours |
|--------------------|---|--------------|-----------|
| 1                  | <b>Mod 1. Topic 1: Red Teaming Fundamentals</b><br>Understanding Red Teaming/ Legal and Ethical Aspects / Reconnaissance and Information Gathering/ Threat Modelling and Attack Vector  | 12           | 12        |
| 2                  | <b>Mod 1. Topic 2: Network and System Vulnerability Assessment and Penetration Testing</b><br>Network Fundamentals and Vulnerability Assessment/ System Vulnerability Assessment and Exploitation/ & More   | 17           | 17        |
| 3                  | <b>Mod 1. Topic 3: Post-Exploitation and Advanced Techniques</b><br>Post-Exploitation Fundamentals/ Persistence, Evasion, and Clearing Tracks/ Data Exfiltration and Exfiltration Techniques / Clearing Tracks After Exploitation/ MITRE Framework Integration          | 14           | 14        |
| 4                  | <b>Mod 1. Topic 4: Web Application Vulnerability Assessment and Penetration Testing</b><br>Web Fundamentals and Vulnerability Assessment/ Web Application Vulnerabilities and Exploitation/ Secure Coding and Emerging Trends/ Advanced Web Application Vulnerabilities | 12           | 12        |
| 5                  | <b>Mod 1. Topic 5: Communication Track</b><br>Effective communication / Proposals / Presentation skills / Reporting & more  | 4            | 4         |
| <b>Total Hours</b> |   | <b>61</b>    | <b>61</b> |





**Mod 3. Cyber Security Domain Specialization Track SEM 5 - CYBERDOJO ANALYST'S (PURPLE TEAM)**

| Sl. No.            | Syllabus to Be Covered Under Analyst Program   | Theory Hours | Lab Hours |
|--------------------|--|--------------|-----------|
| 1                  | <b>Mod 3. Topic 1: Fundamentals of Purple Teaming</b><br>About purple Teaming/ Key Terminologies/ Introduction to SOC/ Roles in a SOC / Components to build a SOC/   | 8            | 8         |
| 2                  | <b>Mod 3. Topic 2: Security Analytics- Level 1</b><br>Phishing Analysis/ Threat Intelligence /Digital Forensics / SIEM Basics/ Incidence Response / Network Analysis | 24           | 24        |
| 3                  | <b>Mod 3. Topic 3: Security Analytics- Level 2</b><br>Threat Hunting / Threat Hunting/ Advanced SIEM / Vulnerability Management                                      | 24           | 24        |
| 4                  | <b>Mod 3. Topic 4: Communication Track</b><br>Effective communication / Proposals / Presentation skills / Reporting & more   | 4            | 4         |
| <b>Total Hours</b> |  | <b>60</b>    | <b>60</b> |

**ARTICLE-III: COMMERCIAL TERMS**

1. For Cyber Security Domain Specialization Track- Virtual lab / theory at Rs.11,950/- per student per semester inclusive of GST payable to SHRADDHA NEXTGEN SOLUTIONS PVT. LTD. Price considered for a minimum of 60 students per batch.

**ARTICLE-IV: COORDINATION OF THE PROGRAMME**

1. The collaborative programmed between Centurion University and CYBERDOJO shall be coordinated by a Coordination Committee appointed by Directors of both the Institutes.
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However confidential information shall not include any data or information which:

1. is or becomes publicly available through no fault of the receiving party,
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3. Is independently developed by the receiving party without reference to the confidential information of the disclosing party;
4. is rightfully obtained by the receiving party from a third party or is in the public domain;
5. is disclosed with the written consent of the party whose information it is,
6. is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### **ARTICLE-VIII: AMENDMENTS**

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1. This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Odisha.
2. The dispute or difference whatsoever arises between PARTIES in relation to, or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.





#### ARTICLE-X: MISCELLANEOUS

1. The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
2. Both CENTURION UNIVERSITY and CYBERDOJO shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of the other party without the prior consent in writing of that other party.
3. No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
4. After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

#### ARTICLE-XI: TERMS OF ENGAGEMENT

1. Taxes: Prices quoted above are inclusive of GST
2. Terms of Payment: 50% before the first internal & 50% on completion of project.
3. Minimum Enrolments: As mentioned under course programme.
4. Prices: All prices are quoted in Indian Rupees.
5. Price Validity: 1 month from the quote date.
6. Prices above quoted are inclusive of GST as applicable.
7. Order Placements: MOU/Contracts/Purchase Orders/Agreements would be signed with our registered parent company as per the details below:  
SHRADDHA NEXTGEN SOLUTIONS PRIVATE LIMITED Plot No. 1877,  
Safal FF, 104, Atabhai Chowk, Bhavnagar, Gujarat, 364001.  
H.O. ADDRESS: D401, Vrundavan Trade Center, Kudasani, Gandhinagar,  
382421
8. Payment: Payments to be issued in the name of Shraddha Nextgen Solutions Private Limited.
9. Contract Duration: Contract start date will be effective from the date of signing of MOU between CENTURION UNIVERSITY and CYBERDOJO and expiry will be valid for a minimum of 5 years from the date of signing of the contract.

**Intentionally left blank.**



## ARTICLE-XII : WARRANTIES

CYBERDOJO represents and warrants that all Services will be performed in a workmanlike manner and also warrants and covenants that

1. CYBERDOJO is authorized to enter into this Contract, whether on behalf of itself or an entity;
2. CYBERDOJO's execution, delivery and performance of this Contract does not and will not conflict with or violate any other agreement or obligations with third parties or any restrictions of any kind or any law to which CYBERDOJO is bound or subject; and
3. (c) CYBERDOJO will comply with all laws, rules and regulations applicable regarding the Services.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

Director  
SHRADDHA NEXTGEN SOLUTIONS PVT LTD

Witness

1.

2.

Date:



Director  
CENTURION UNIVERSITY  
(Vice-Chancellor)

Witness

1. Dr. Sujata Chandra

2. Rm Kumar Mohan

Date:





## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as "MoU") is made and entered into  
**BY and BETWEEN**

**Banking Finance and Insurance Institute of Nepal Limited (BFIN)**, having its office at 2nd floor, Krishna Tower, New Baneshwor, Kathmandu, Nepal and represented through its **Managing Director Dr. Binod Atreya** (hereinafter referred to as "BFIN") which expression, shall unless it be repugnant to the subject or the context thereof, includes its successors and assigns;

**AND**

**Centurion University of Technology & Management (CUTM)** having its campus at Ramchandrapur, P.O. – Jatni, Bhubaneswar, Khurda, Odisha, India – 752050 and represented through its Director Skill Mr. Abhinav Madan (herein referred to as "CUTM") which expression, shall unless it be repugnant to the subject of the context thereof, includes its successors and assigns;

"BFIN" and "CUTM" are hereinafter referred individually as "**Party**" and collectively as "**Parties**".

### 1. Description of Both Institutions:

- 1.1. **Banking, Finance and Insurance Institute of Nepal (BFIN)** is established under Company Act 2063 on August 14, 2018. BFIN is promoted by 15 national level institutions of Nepal represented by commercial banks, development banks, finance companies, micro credit institutions, capital market institutions and the Emerging Nepal Limited. The main objectives of BFIN are to offer training, workshop and seminar and enhance the knowledge, skills and capabilities of the employees of financial sector and other stakeholders, conduct research and consulting to strengthen the financial sector, offer specific accredited courses and creating data bank for the use of banking community and help to strengthen the financial systems in Nepal.
- 1.2. **Centurion University of Technology & Management (CUTM)** is duly recognized as a pioneer in 'Skill Integrated Higher Education'. Its unique model lays specific emphasis on creating sustainable livelihoods on a national scale in challenging geographies through education that results in employability and sparks entrepreneurship. This model has been recognized by multiple Governments (Central and State), International Organizations such as UNESCO and the World Bank as well as Policy Think-tanks such as the Niti Ayog. Recently, Centurion University's School of Vocational Education and Training has been recognized as a Center of Excellence by the Ministry of Skill Development and Entrepreneurship, Government of India. It is the only University in India to be recognized as such.

### 2. Purpose of Memorandum of Understanding (MoU)

The purpose of this Memorandum of Understanding (MoU) is implement the Certification Program as endorsed in point 3.





### 3. Certification Program:

3.1. Both parties agree to collaborate and launch the following certification programs. The details of the courses are attached in Annex 1 and shall be an integral part of this MOU.

| Name of the courses   | Total teaching hours |
|---|----------------------|
| Certified Banking Professionals (CBP)                         | 48 Hrs.              |
| Certified Life Insurance Professionals (CLIP)                 | 48 Hrs.              |
| Certified Microfinance Credit Professionals (CMCP)            | 48 Hrs.              |
| Certified International Trade and Forex Professionals (CITFP) | 48 Hrs.              |
| Certified Digital Marketing Professionals (CDMP)              | 48 Hrs.              |
| Certified Human Resources Manager (CHRM)                      | 48 Hrs.              |
| Certified Learning and Development Professionals (CLDP)       | 48 Hrs.              |

3.2 Other certification programs offered by CUTM will also be added on mutual agreement.

### 4. Roles and Responsibilities of BFIN

- 4.1. BFIN is responsible for announcing, marketing and admission of students in the respective courses.
- 4.2. The selection of students for admission for respective courses will be finalized by BFIN.
- 4.3. The selection of Resource Persons/Faculty for required modules and subject will be done by BFIN.
- 4.4. BFIN will be responsible for logistic arrangement and operations for the successful conduction of classroom sessions.
- 4.5. BFIN will finalize the questions for the examination in consultation with CUTM maintaining the confidentiality.
- 4.6. BFIN will be responsible for conduction the examination, evaluation, grading and result publication.

### 5. Roles and Responsibilities of CUTM

- 5.1. CUTM is responsible to certify all the courses attached herewith and any other courses finalized in future.
- 5.2. CUTM is responsible to the 2-3 online session as per requirement in all the courses.

*[Handwritten Signature]*





5.3. CUTM is responsible to verify, modify and finalize the examination questionnaire drafted by BFIN.

5.4. CUTM shall provide certificates carrying 3 credit hours to all the passed out students.

#### 6. Payments:

6.1. BFIN shall make payment of **INR 6,000** per participant as certification cost to CUTM after successful completion of course.

6.2. CUTM will issue the certificates upon receipt of payment.

#### 7. Other Terms and Conditions

7.1. **Use of Logo:** Both parties grant permission to use their logo in any marketing materials.

7.2. **Intellectual Property:** CUTM and BFIN retains all rights and maintains exclusive ownership over all intellectual property, including courses, videos, download attachments, and any other component of the program.

7.3. **Exclusive Partnership:** CUTM shall not enter into any partnership agreement with any other institution or individual in Nepal until the expiry or termination of this MOU.

#### 8. Administration

8.1. Both parties agrees to nominate liaison officer to conduct the program.

8.2. Operational guidelines will be prepared and agreed by both the parties.

#### 9. Amendment

Any amendment / alteration to this MOU shall be decided mutually between the Parties hereto and shall be by way of an addendum to the MOU.

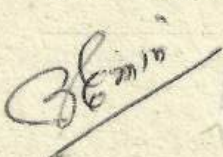
#### 10. Validity and Termination

10.1. The MOU shall become effective on the date of this document is executed by the authorized officials of both the Parties and shall remain in force for a **period of five years**. Upon the completion of this term, the MOU may be renewed for a further period of three years or a mutually agreed period upon the assent of both the Parties by execution of addendum.

10.2. Either party may terminate this MOU by written notification signed by the authorized official of that Party. However, the other Party must receive such notification at least 90 days in advance. The termination of this MOU shall not affect the rights and obligations of the Parties prior to such termination. It is clarified that if any course / event / activity has already been initiated then the termination, if any, shall be effective only after completion of the course for that year and before the commencement of the next course.

#### 11. Undertaking by BFIN and CUTM






The Parties hereby undertake to work closely and cooperate in the implementation of this MOU and to endeavor to resolve disputes arising between them in relation to this MOU by amicable means. In the event that the Parties are unable to resolve any dispute by amicable means, then this MOU may





be terminated by mutual consent of both the parties subject to completion of ongoing events / programs.

IN WITNESS WHEREOF, THE PARTIES THROUGH THEIR AUTHORIZED REPRESENTATIVES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING

| For and on behalf of CUTM   | For and on behalf of BFIN   |
|---|---|
| <br><b>(Authorized Signatory)</b><br>Name: Mr. Abhinav Madan<br>Director Skill Centurion University of Technology & Management<br>Managing Director Gram Tarang Employability Training Services Pvt Ltd. | <br><br><b>(Authorized Signatory)</b><br>Name: Dr. Binod Atreya<br>Managing Director, BFIN |
| <br><b>Witnesses:</b><br>Name: Vashu Bhaurskar   | <br><b>Witnesses:</b><br>Name: Raju Molni  |



GOVERNMENT OF ODISHA

H 312056

## Memorandum of Understanding

This memorandum of understanding (hereinafter called MoU) is executed on this 5<sup>th</sup> Day of June, 2017.

### BETWEEN

The Governor of Odisha represented by the Odisha Skill Development Authority (OSDA), Skill Development and Technical Education Department, Niyojan Bhawan, Unit-III, Kharvel Nagar, Bhubaneswar-751001 herein after called "the First Party" which expression shall unless repugnant to the contract shall mean and include its successor-in-interest and permitted assignees of the FIRST PART.

And

Gram Tarang Employability Training Services Pvt. Ltd. Represented through its Managing Director (herein after called the Second Party) which expression shall, unless repugnant to the context, include its successors and permitted assignees of the SECOND PART;

GOVERNMENT OF ODISHA

H 312057

WHEREAS the FIRST PARTY, a Trust registered under Indian Trust Act.1882 bearing No23817/51 date.1.12.2016 incorporated by the Department of Skill Development and Technical Education and Training, Government of Odisha works in a focused and mission mode for enhancing the employability of unemployed youth through skill development training programmes for generation of employment of underprivileged youth through various partnerships and industry tie-ups;

AND WHEREAS the FIRST PARTY works in a public-private partnership mode where Government, Private Sector professionals are stakeholders and the FIRST PARTY's efforts of linking maximum number of youth to jobs in the organized sector is basically aimed at reducing poverty and achieving all round developments of the State.

AND WHEREAS THE Second Party, Gram Tarang Employability Training Services Pvt. Ltd., a Private Limited Company incorporated under



1500



the Companies Act, 1956 was set up in the year 1999 having its Corporate Office at 17, Forest Park, Bhubaneswar, Odisha, PIN-751009 and engaged in the business of Vocational Skill Development is desirous of building skilled manpower pool and training solutions in the State of Odisha.

**NOW THIS AGREEMENT WITNESSETH** and the parties hereto hereby agree as follows, namely:-

**1. THE PROJECT:**

(a) The Second party will undertake Up-skilling of Bed Side Attendants/ Nurses and ANM on Pilot basis for 200 ANM graduates of Nursing institutes at School of Health Sciences & Paramedics, Centurion University of Technology and Management, Jatni in the following Modules/Qualification Packs under Healthcare Sector Skill Council(HSSC). Training shall be focused on developing technical skills and behavioral traits of the ANM passed candidates on preparing them for better employment.

| Sl. No | QP NOS                      | Trade   | Total Duration (in Hours) |
|--------|-----------------------------|---|---------------------------|
| 1      | HSS/Q2302                   | Emergency Medical Technician-Advanced                         | 1000                      |
| 2      | HSS/Q0301                   | Medical Laboratory Technician                                 | 1500                      |
| 3      | HSS/Q2601                   | Operating Theatre Technician                                  | 1200                      |
| 4      | HSS/Q3002<br>&<br>HSS/Q3001 | Refractionist (1200 Hrs.)<br>&<br>Vision Technician(425 Hrs.) | 1625                      |

(b) The Pilot Project shall be completed within 01 year of execution of this MoU.

**2. TRADE & APPROVED COST:**

The trade -wise details of the training along with target & approved cost towards Training cost ,Boarding and Lodging & Assessment fees is as per details at Annexure-I.



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**2. TRADE & APPROVED COST:**

The trade wise details of the training along with target & approved cost towards Training cost ,Boarding and Lodging & Assessment fees is as per details at Annexure-I.





### 3. MOBILIZATION:

- (a) The open sourcing of ANM graduates to be done by the Second Party in consultation with Health & Family Welfare Department. The Second Party shall share the draft advertisement to OSDA prior to sourcing.
- (b) The Second Party shall on their part identify or mobilize prospective Bed Side Attendants/ Nurses and ANM passed out trainees for their up-skilling on their own/ with the support of Health Department.
- (c) Working Nurses/ANMs/Bed-side attendants, engaged either in Private or Government establishments/ institutions, shall not be eligible for the Programme. The Second Party shall have to ensure the same while enrollment of candidates for the training.
- (d) The Second Party shall provide admission to the selected candidates after screening (based on aptitude and aspirations of the youth) and the decision of the Second Party regarding admission of the prospective candidate shall be final. At the time of screening, an authorized representative nominated by the First Party (District Employment Officer) shall, however, remain present.

### 4. TRAINING CENTRE INFRASTRUCTURE:

- (a) Training shall be conducted by the Second Party at School of Health Sciences & Paramedics, Centurion University of Technology and Management, Jatni.
- (b) The Second Party shall be required to furnish an affidavit declaring that the designated training centre is free from any litigation and encumbrance. The same needs to be furnished to the First Party before commencement of any training.
- (c) Sub-letting or franchise mode of training in any form shall not be adopted.
- (d) The Second Party shall put in place a dedicated training centre coordinator in the centre who will be the point of contact for that training centre.



- (e) The Second Party shall be considered as the service provider and shall be solely responsible for managing the training programme and also the boarding and lodging activities.
- (f) The Second Party shall ensure that the training centre is having a Name Board which specifies that it is a training centre of OSDA.
- (g) The Second Party shall ensure the maintenance of the training centres in good condition during the training period.
- (h) The Second Party shall take steps to upgrade itself technically to imbibe the new technology or applications introduced by the First Party whether for administrative purposes or for methodology of training.
- (i) The minimum hardware prescribed in Annexure-II shall be made available at the training centre by the Second Party. Over and above, the minimum tools and equipments as per the trade specific requirements as prescribed under the concerned Sector Skill Council (SSC) guidelines shall also required to be set up by the Second Party.
- (j) A readiness certificate is to be furnished by the verifying authority to be nominated by the First Party regarding the infrastructure available with the Second Party for training in the relevant trade before commencement of training. This has to be ensured by the Second Party.
- (k) The Second Party may be required to undergo concurrent evaluation of the quality of its trainers and its training centre infrastructure by an independent agency engaged by the First Party for this purpose as and when required.

## 5. TRAINING:

1. The Second Party shall conduct the courses as per the parameters laid down against the trade(s) under the concerned SSC and also follow the course curriculum and duration as prescribed under the concerned Qualification Pack(s). The Qualification Packs under Healthcare Sector Skill Council along with the targets of training to be completed within 01 year of execution of this deed is as appended at Annexure-I.





2. The Second Party shall take the following steps for successful implementation of the programme, namely:-

- (a) Establishing placement tie-ups for placements in reputed Industries/ institutions/organisations;
- (b) Structuring the required training inputs including training material, content and curriculum, training infrastructure, assessment methodology etc;
- (c) Sourcing the required training resources (manpower);
- (d) Ensuring the quality in the training as per the required standards and specifications;
- (e) Documentation of training programme in a timely manner in OSDA' Management Information System(e-Nijukti) ;
- (f) Making the data available for random audits whether during training, placement or post placement;
- (g) Each trainee would be tracked once every month for a period of one year. Parameters to be applied for such tracking would be as under:-
  - (i) Placement shall be within 3 months of completion of training and the Second Party shall be required to ensure the remuneration/incremental remuneration per month.
  - (ii) The Second Party shall also ensure whether the trainee continues to work in the same or higher job role till end of the tracking period (whether with same or different employers).
  - (iii) If there are periods of unemployment between different jobs, it shall be ascertained by the Second Party about the duration of such gaps and reason for leaving earlier job without having a job in hand.
- (h) Submission of consolidated attendance sheet, Batch Commencement, Batch Completion, Placement reports in the prescribed Formats with supporting documents under the joint signature of the District Employment Officer ; and



- (i) Taking steps not to encourage franchise mode of training or contract any part of its obligations, duties, or responsibilities under this MoU to any third party.

3. Further the Second Party shall

- (a) May periodically upgrade, modify the content of the training modules in consultation with First Party;
- (b) Shall strive to get industry certification for the course;
- (c) Shall provide "The overall training infrastructure specially the training aids and equipment being as per industry benchmarks which will include:-
  - (i) Trainers with suitable qualifications and experience being hired and each trainer must have undergone Training of Trainers;
  - (ii) Industry relevant content, appropriate to the learning groups, conforming to the requirements of National Skills Qualification Framework.
  - (iii) The student and trainer enrollment linked to Aadhar, assessment being Video recorded, if required.
  - (iv) The First Party shall draw Standard Operating Protocols and the same shall be adhered by the Second Party. The same has been annexed at Annexure-II.
- (d) Shall provide trainee entitlement sheet, timetable, and training materials to the trainees after joining and latest by inception of the batch;
- (e) impart of Soft Skills (which include computer literacy, language and workplace interpersonal skills relevant for the sector or trade) shall be an integral part of the skills training process and must be suitably integrated in to the courses modules; for which no separate duration shall be allowed as it shall be an integral part of the qualification packs.
- (f) shall monitor and review the program components to assess quality of delivery and learning achievement once in every 15 (fifteen) days in the form of assignments, tests, group discussion, demonstration work, industry faculty assessment, etc.





- (g) shall maintain the activity sheet of each qualification pack batch-wise at the training centre;
- (h) Shall install Bio-metric device for capturing the attendance of the trainees as specified by the First Party ( Both in the Classroom and Hostel).
- (i) Shall ensure that the trainees complete the training successfully;
- (j) Shall not encourage duplicity of training in convergence with other Central or State sponsored training programmes;
- (k) Shall maintain the database of each admitted candidate being trained in specified trade or qualification pack and share it with the First Party in the prescribed format. Similarly the data base of the trained candidates upon completion of training shall also be submitted in the prescribed format before the release of final installment of the training cost;
- (l) shall upload the trainees details in the Monitoring Information System platform of OSDA as required in the every stage of the training within the stipulated period beginning from batch creation and completion to placement of the trainees failing which the batch of training shall not be considered;
- (m) Executive branding of the programme shall be planned by the Second Party in consultation with OSDA.
- (n) The Second Party would bring in innovative training pedagogy & industrial certification to experiment alternatives in domain of the programme.
- (o) Stringent action shall be taken against the Second Party if duplicity in training is found in convergence with other Central or State sponsored training programme.

## 6. ASSESSMENT & CERTIFICATION

- a. The Second Party should ensure independent Third Party Assessment & Certification either through an industry or industrial body such as GE Healthcare or through Health Sector Skill Council(HSSC) of NSDC. A dual certification process may also be followed with Centurion University.



- b. In case of Third Party Assessment through Assessors of Health Sector Skill Council(HSSC) of NSDC only, the Second Party shall be reimbursed with assessment fees based on actuals subject to a maximum of Rs. 1500/- per trainee appearing the assessment. However, no extra cost of assessment shall be paid to the Second Party towards Third Party Assessment & Certification through an industry or industrial body/ dual certification process with Centurion University.
- c. In case of Third Party Assessment through Health Sector Skill Council(HSSC) of NSDC, the modalities for conduct of Sector Skill Council(SSC) Course and its Procedure of assessment adopted by OSDA for its Placement Linked Training Programmes has to be meticulously followed by the Second Party. The same is appended at Annexure-III, III-a & III-b.
- d. Assessment of trainees shall be conducted under a scanner or to be Video recorded and the First party shall also depute observers(District Employment Officer or his Representative) to ensure independent and unbiased assessment and certification of trained candidates.

## **7. PLACEMENT:**

- (a) The Second Party shall be required to ensure the placement in job of the trained youth in the following manner namely:-
  - i. The outcome of the training programme shall lead to minimum of 70% employment (wage based) of the successfully certified trainees within three months of completion of training ( i.e within 03 months of completion of the training followed by its assessment and certification).
  - ii. In case of wage employment, candidates successfully trained in each of the 04 the Modules (Qualification Packs/Trades) as enlisted in Annexure-I, shall be placed by the Second Party in jobs that provide minimum of Rs. 8,000/- as wages per month and such candidates should continue to be in jobs for a minimum period of three months.



- (b) The liability to ensure that the trained candidates accept the job offer and join at the work place rests with the Second Party and any consequential losses shall be borne by it.
- (c) The Second Party shall ensure parents meeting before placements in coordination with the District Employment Officer if they feel such interaction will help in ensuring more candidates accept the job offer and join the work place.
- (d) The Second Party is to submit placement details of the placed youth upon completion of training in the prescribed format within a period of fifteen days after placement and also upload the same in the Monitoring Information System of Odisha Skill Development authority.
- (e) The Second Party shall ensure that the sector of placement is in sync with the area of training.
- (f) The Second party shall maintain the batch-wise database of each placed candidate being trained in specified trade or skill, placed beneficiary with the Name of Employer, contact number, salary and designation of the trained youth and the same needs to be shared with the First Party and to be updated to the First party regularly.
- (g) If a trained candidate is disqualified in any selection test for employment, the Second Party will be required to do the needful and rearrange the capacity building programme including the repetition of the programme at their own cost if they feel it necessary to achieve the required placement criteria. The liability of failure of the candidate shall be attributed to the Second Party and all consequential losses shall be borne by them only.
- (h) The Second Party shall carry out continuous follow up with Employer or Agency and will stay in touch with the aspirants for at least 3 (three) months after they start working.
- (i) The Second Party shall facilitate opening of a Bank account of the persons placed in job at a location close to the area or location of placement wherever



possible in order to enable the newly skilled persons from Special areas / Groups to settle into their jobs/vocations under wage employment and the candidate shall be paid directly Rs.1500/- per month by the First Party provided that the placement is made within three months of certification and after post placement verification of placement of the candidate by the 1<sup>st</sup> Party. The Special Areas/Groups would be those as defined under Clause 5.1 & 5.2 of Schedule-I of the Common Norms Notification made on 20.5.2016 by the Ministry of Skill Development and Entrepreneurship, Govt. of India.

- (j) The payment (as stated in Para 7-i above) shall be made in case of Placement outside district of Domicile and shall be in the following manner:-
  - (i) Men for 2 months from the date of joining;
  - (ii) Women for 3 months from the date of joining.
- (k) Along with the placement reports in the prescribed Format, the Second Party shall submit the list of placed candidates with their designation and date of joining in the letter Head of the Employer.
- (l) The Second Party shall furnish the copy of the first, second & third month's salary slips of the placed candidate duly countersigned both by the Employer and the candidate himself or the copies of the first and subsequent pages of the Bank Pass book of the placed candidate in which the salary has been credited.
- (m) Upon submission of placement details of the placed candidates by the Second Party, the First Party shall conduct the required placement verification to establish the genuineness of such placement before the release of balance 20% of the training cost.

#### **8. TRAINING FEES & LODGING BOARDING CHARGES:**

- (a) (i) Training fee/ Base cost /skill development costs payable to the Second Party by the First Party shall be reimbursed at the rate of Rs 40.40/- per hour of training for trades/sectors as listed in Annexure-I in respect of each trainee who successfully completes the training and certified.





- (ii) The hourly rate shall be inclusive of cost components such as Mobilization, Post-placement tracking/monitoring, curriculum, Placement expenses, Trainer's training, Equipment, Amortization of Infrastructure costs/Utilities, Teaching Aid, Raw material, Salary of trainers, Cost of Uniform, Cost of Advertisements/ Publicity(if any), etc.
- (iii) All trainees should be provided with Uniforms by the Second Party as prescribed by OSDA for Placement Linked Training Programmes. No separate payment shall be made towards cost of Uniforms, which shall be met by the Second Party from within the training cost.
- (b) The duration of training for the SSC (HSSC) trades shall be as per the duration approved and mentioned against each trade in Annexure-I.
- (c) The total fee payable shall include all taxes and incidental charges and Tax Deductions at Source as applicable shall be deducted.
- (d) Trainees should have a minimum attendance of 80%. Those having less than 80% shall be considered as dropouts.
- (e) Residential training shall not be mandatory. Trainees opting for Residential training shall only be considered for reimbursement of Boarding and Lodging cost.
- (f) (i) Boarding and Lodging cost shall be reimbursed as per the rates as mentioned in Annexure-I against each trade only against those trainees who have availed the Residential training facilities.
- (ii) First Party shall lay down Standard Operating Procedure for ensuring that, the benefit of Boarding and lodging cost to be reimbursed should reach the beneficiary both in terms of improved living conditions and quality of food. This shall be monitored and the expenditure shall be certified by the verifying officer (District Employment Officer in this case) nominated by the First Party.



- (iii) Lodging and boarding cost shall be extended to the trainees having a minimum attendance of 80% per month.
- (iv) Dropouts will not be considered for 2<sup>nd</sup> and subsequent months. The 1<sup>st</sup> month payment of the dropouts shall be adjusted in the next month.
- (v) For ensuring transparency and genuineness of the exact number of candidates availing lodging and boarding provision including the number of days availed, installation of Biometric attendance in the Hostel shall be mandatory for the Second Party like that of the Training Centre.
- (g) The supporting documents i.e. batch commencement report, consolidated attendance sheet of the trainees for the month and batch completion report in case of payment for final month's claims shall be submitted in the prescribed formats along with the Invoice duly countersigned by the Second Party and the concerned District Employment Officer for reimbursement of lodging and boarding cost of the residential trainees.
- (h) The indicative MENU prescribed in Annexure-IV shall be followed by the Second Party for maintaining the quality of food to be provided to the trainees.
- (i) For candidates from Special areas, (as defined in Clause 5.1 of Schedule 'I' of the Common Norm) undergoing training outside district of such Special Areas, to and fro transport cost as per actual subject to a maximum of Rs.5000/- per trainee shall be reimbursed by the First Party in case of Residential training and /or in respect of all skill development training programme where trainees from Special Areas are trained outside these areas, and training programme anywhere in the country where women trainees have to travel 80 kms. from their homes to reach the nearest training centre and who are availing of lodging and boarding arrangements made for them at the following rates namely :-





- (i) To and fro cost shall be as per the actual upon submission of tickets duly countersigned by the candidate and certified both by the training provider and the verifying officer nominated by First Party (District Employment Officer);
  - (ii) Such cost shall be paid only once i.e. for the journey from the place of their residence to the training centre at the time of enrolment and from the training centre to the place of residence upon completion of training;
  - (iii.) Such cost shall be released only to the trainees who shall successfully clear the assessment test and shall be credited to their Bank Account through Real Time Gross Settlement (RTGS).
- (j) For payment of to and fro journey cost to the trainees through bank account transfer by the First party, the Second Party shall facilitate opening of bank account of the trainees before completion of training.

#### **9. PAYMENT TERMS:**

- (A) The Payment by the First Party to the Second Party shall be made as per the following schedule and fulfillment of the below mentioned criteria.
- (B) The release of funds shall be batch wise as per the following schedule:-
  - (i) 1<sup>st</sup> installment- 30% - On commencement of training batch against validated candidates subject to submission of Performance Guarantee in shape of Bank Guarantee of Rs20,000/- per trade per centre or 30% of the Batch cost whichever ever shall be more.
  - (ii) 2<sup>nd</sup> installment- 50%- On successful certification of trainees.
  - (iii) 3<sup>rd</sup> installment-20%- Outcome based on placement as under:-
    - (a) The 2<sup>nd</sup> tranche of 50% will be calculated on the basis of total cumulative 80% payment for candidates actually certified.



- (b) The dropouts will not be considered for 2<sup>nd</sup> and 3<sup>rd</sup> tranche. The 1<sup>st</sup> tranche payment of the dropouts is adjusted in next tranche.
- (c) The balance 20% of training cost which is linked to outcomes (3<sup>rd</sup> installment) would be released to the Second Party subject to the following conditions:-
- (i) Second Party shall be eligible for 100% payment on for outcome achieved under Clause No. 7(a) i & ii.
  - (ii) Second Party will be paid on pro rata basis on achievement of 50-69% placement for three months of those who have been certified and placed within three months of completion of training.
- (d) For placement of candidates of 70% and above at least for a period of three months, 100% of the balance training cost shall be released. But in either case, the payment shall be made subject to the fulfillment of the following conditions namely:-
- (i) Submission of placement details of the placed persons in the prescribed format duly countersigned by the Second Party and the concerned District Employment officer along with the post placement supporting documents.
  - (ii) Upon verification genuineness of placement or cross checking by the First Party;
  - (iii) Submission of utilization certificate along with the audit certificate in respect of the previous release amounts.
  - (iv) Invoice shall be raised by the Second Party accompanied by copies of Pay Slips or Bank Pass Book of the candidates.
- (e) If the Second Party fails to ensure genuine placement of 70% of the trained youth within three months of successful completion of training of three out of the last five batches, the First Party shall withheld further release of funds till the said millstone is achieved which will obviously include not only the training cost but also the lodging and boarding cost and in such a case, the Second Party shall have the option to decide either to enroll new batches with residential or non-residential mode or discontinue training temporarily unless the minimum milestone as laid down under this Clause (Clause No.9-B-iii-e) is achieved.





- (f) For all the above mentioned claims or payments, the Second Party shall raise its Invoice in the prescribed format and submit the same accompanied with the required documents.
- (g) Second Party will be paid on pro rata basis on achievement of genuine wage placement, at least for a period of three months, of 50-69% of the successfully trained and certified youth within three months of completion of training, with salaries/wages as mentioned under Clause No. 7-a-ii.
- (h) The performance of the Second Party will be treated as un-satisfactory, if the outcome achievement is found to be below 50% over the period of this Pilot Project, taking together all the batches of training conducted in approved trade/trades. In such case, further such proposal of the Second Party shall not be entertained in future by the First Party.

#### 10. TRAINING TARGETS:

- (a) The Second party will undertake Up-skilling of Bed Side Attendants/ Nurses and ANM on Pilot basis for 200 ANM graduates of Nursing institutes in four Modules/Qualification Packs under Healthcare Sector Skill Council(HSSC) within one year of date of execution of this Deed.
- (b) The details relating to the trades in which the training shall be imparted are as at Annexure – I.
- (c) The Second Party irrevocably undertake to complete the training and placement within the stipulated time failing which the First Party will be at liberty to impose penalty as they think fit and proper including termination of the MoU.

#### 11. PERIOD OF MOU:

- (a) The MoU shall be in force for a period of one year from the date of its execution or till the date of completion of the Pilot Project, whichever is earlier.



- (b) If at any point of time, the performance of the Second Party, either in terms of training or placement or both, was found below a particular bench mark or if the Second Party is involved in fraudulent practice or violation of any of the provisions of the terms and conditions, the same shall lead to disengagement of the Second Party and such decision shall be binding on the Second Party.

## 12. GENERAL TERMS:

- (a) The Second Party has assured that, no actions, suits, writs or proceedings is pending against it before any court, Government, Arbitration Tribunal, Quasi Judicial Authority that restrains it from performing its duties and obligations under this MoU and no representation or warranty made herein contains any untrue statement based on the facts and circumstances.
- (b) The Second Party shall proactively do all the timely coordination with the First Party to ensure timely completion of its part.
- (c) The Second Party shall also provide to the First Party all the necessary data required for expeditious decision making.
- (d) The Second Party shall adopt the Formats devised by OSDA for its Placement Linked Training Programmes, for various stages of reporting during or after training/ claim of Lodging and Boarding/Training Cost, etc.
- (e) If the services are impeded or delayed in spite of best efforts by the Second Party, suitable time extension may be considered by the First Party provided First Party is satisfied or convinced about the reasons given by the Second Party.
- (f) Any Executive Instruction issued on the matter, from time to time, by the First Party shall be part and parcel of the MoU.
- (g) The First Party reserves the right to withdraw or relax any of the terms and conditions so as to overcome the problems encountered at a later stage.





### 13. SUSPENSION OR TERMINATION:

- (a) The First Party may, by written notice to the Second Party, suspend all the payments to the Second Party hereunder (except in relation to those services which have already been performed) if the Second Party fails to perform any of its obligations under this MoU or engaged in fraudulent practices or violates any of the provisions of the MOU.
- (b) The MoU shall stand terminated at a later stage if it is discovered that the SECOND PARTY has manipulated or wrongly stated the facts or engaged in any fraudulent activities during and after the MOU is signed for getting the contract.
- (c) In such a case, all pending payments to the SECOND PARTY shall be stopped immediately and legal action shall be initiated to recover any payment already made.
- (d) The termination of the MoU, for whatever reason, shall not affect the rights of the party which may have accrued as on the date of the termination except where any fraudulent training or placement made by the Second Party has been detected or substantiated or any action committed by the Second Party is found to be against the spirit of the MOU or any suppression of facts by the Second Party at the time of signing of MOU has come to the notice of the First Party at the subsequent stage.
- (e) For termination of MOU, either Party shall be required to give two months advance notice citing the appropriate reasons for the same.

### 14. FORCE MAJEURE

- (a) Neither Party shall be in breach of any of its obligations under this MOU to the extent that its performance is prevented, physically hindered or delayed by an act, event or circumstance (whether of the kind described herein or otherwise), which is not reasonably within the control of such Party ("Force Majeure Event").



(b) In the event that any Force Majeure Event continues for a period of 4 (four) weeks without interruption, the Party affected by such Force Majeure Event shall be entitled to terminate this MOU by giving notice to the other party, pursuant to, and in accordance with, the provisions of this MOU: Provided that it gives the other party at least 60 (sixty) days prior written notice.

#### 15. DISPUTE:

That any dispute between the parties concerning the terms of the MoU shall always be tried to be resolved by mutual consultation without any resort to any form of legal remedy including resort to court of law. In case of any dispute, both parties agree to submit themselves to the arbitration which shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### 16. NOTICES:

(a) that any notice pursuant to this MOU shall be in writing signed by (or by some person duly authorized by) the person giving it and may be served by leaving it or sending it by facsimile, email, recorded delivery or registered post addressed as follows (or to such other address as shall have been duly notified by the Parties):-

##### If to the FIRST PARTY:

Address: The Director of Employment & Member Secretary, OSDA

NIYOJAN BHAVAN, SRIYA SQUARE, UNIT-III, KHARVELA NAGAR,  
BHUBANESWAR-751001, ODISHA,

Tel. No. 0674 2391320

Fax- 0674 2391320

e mail id- [emp.mission@gmail.com](mailto:emp.mission@gmail.com)

##### If to the SECOND PARTY:

Attention: Managing Director (Designation)

Address: Gram Tarang Employability Training Services Pvt. Ltd.,  
17, Forest Park, Bhubaneswar, Odisha, PIN-751009

e-mail id- [abhinav.madan@gramtarang.org.in](mailto:abhinav.madan@gramtarang.org.in), [sanjeev@gramtarang.org.in](mailto:sanjeev@gramtarang.org.in)

Tel. No. 0674-2596228

Fax- 0674-2596229





5). All notices given on the address above shall be deemed to have been served as follows:

- i. If delivered by hand, at the time of delivery;
- ii. Sent by registered post with acknowledgement due, on receipt of such acknowledgement from the recipient.

|   |  |
|---|--|
| For ODISHA SKILL DEVELOPMENT<br>AUTHORITY (FIRST PARTY)                                       | For Gram Tarang Employability Training<br>Services Pvt. Ltd. (SECOND PARTY)                    |
| (Signature)  | (Signature)  |
| Name: Sri Patil Rajesh Prabhakar, IAS   | Name: Sri Abhinav Madan  |
| Designation: Director of Employment &<br>Member Secretary, OSDA                               | Designation: Managing Director   |
| Date: 05.06.2017  | Date: 05.06.2017   |

IN WITNESS WHERE OF the Parties hereto hereby have set their hands to this MoU on the date and year first above written.

Signature of the Officer acting in the  
Premises for and on behalf of the  
Governor of Odisha.

Signature .....  
For and on Behalf of the Second Party

#### WITNESS :-

1. Name: S. V. N. Rao  
Employment officer  
Address: Directorate of Employment,  
Odisha, Bhubaneswar

2. Name: Phalguni sanay rayal  
Address: Employment officer,  
Directorate of Employment  
Odisha, Bhubaneswar

#### WITNESS :-

1. Name: Sanjeev Mishra  
Gram Tarang Employability Training Services Pvt. Ltd.  
(GTET)  
Address: GTET, Jatni,  
Khurda - 752050

2. Name: Satyabrata Panda  
(GTET)  
Address: Jatni, Khurda  
752050

# ANNEXURE-I

Target and Cost Estimate of Up-skilling of Bed Side Attendants/ Nurses and ANM on Pilot basis for 200 ANM graduates of Nursing institutes through Gram Tarang Employability Training Services Pvt. Ltd.

| SIN   | QP NOS    | Name of the Trade                     | Total Duration (in hours) | Duration in days | Total target | Training cost per hour @ INR 40.40 per candidate (Rs.) | Total Training Cost (Rs.) | Lodging & Boarding cost @ INR 250/- per day per candidate (Rs.) | Total Lodging & Boarding Cost (Rs.) | Total cost in INR |
|-------|-----------|---------------------------------------|---------------------------|------------------|--------------|--|---------------------------|---|-------------------------------------|-------------------|
| 1     | HSS/Q2302 | Emergency Medical Technician-Advanced | 1000                      | 146              | 50           | 40,400   | 20,20,000                 | 36,500  | 18,25,000                           | 38,45,000         |
| 2     | HSS/Q0301 | Medical Laboratory Technician         | 1500                      | 219              | 50           | 60,600   | 30,30,000                 | 54,750  | 27,37,500                           | 57,67,500         |
| 3     | HSS/Q2601 | Operating Theatre Technician          | 1200                      | 175              | 50           | 48,480   | 24,24,000                 | 43,750  | 21,87,500                           | 46,11,500         |
| 4     | HSS/Q3002 | Refractionist                         | 1200                      | 238              | 50           | 65,650   | 32,82,500                 | 59,500  | 29,75,000                           | 62,57,500         |
| 5     | HSS/Q3001 | Vision Technician                     | 425                       | 1625             |              |  |                           |   |                                     |                   |
| TOTAL |           |                                       |                           |                  | 200          |  | 1,07,56,500               |   | 97,25,000                           | 2,04,81,500       |

Summary Total Approved Cost

| Head                 | Basis                      | Total amount      |
|----------------------|----------------------------|-------------------|
| Training expenses    | INR40.4 per hour           | INR 1,07,56,500   |
| Residential expenses | INR 250 per day            | INR 97,25,000     |
| Assessment fees      | INR1,500 per trainee x 200 | INR 3,00,000/-    |
| Grand total cost     |                            | INR 2,07,81,500/- |



| Particulars      | Specifications for Minimum Infrastructure   |
|------------------|---|
| Type of Building | <ul style="list-style-type: none"> <li>RCC Roofing /Pre-fabricated structure with adequate ventilation</li> <li>Open Area</li> </ul>  |
| Theory Classroom | <ul style="list-style-type: none"> <li>Area in Class room- 10 sq. ft. or more per candidate.</li> <li>With a Minimum capacity of 30 Chairs</li> </ul>   |
|                  | White / Black Boards – 1  |
|                  | Notice Board – 1  |
|                  | Almirah -1  |
| Practical Room   | <p>(a) In case of Computer related courses : The ratio of computer shall 1:1 and for non-IT courses, the ratio shall be 2:1)</p> <p>(b) In case of other courses: Tools and equipment &amp; infrastructure shall be as per the norms of NCVT/SSC for the identified trade.</p> <p>(c) Common Infrastructure: for all trainings</p>  |
| Other Facilities | <p>Drinking Water (Ro Water Filter)</p> <p>Separate Wash Rooms for Boys &amp; Girls</p> <p>Electricity</p> <p>Emergency Power Supply</p> <p>Internet facilities</p> <p>Computer ( 1:1 for core domain and 2.1 for non- domain courses)</p> <p>Fire Extinguisher</p> <p>First Aid Kit</p> <p>Geo-tagged Biometric device</p> <p>Installation of quality signage &amp; display boards</p> |

|                    |   |
|--------------------|---|
| Study Material     | Hand Books Related to Course/Course Manuals                   |
|                    | Motivational Story Books                                      |
|                    | Motivational Movies   |
|                    | Magazines   |
| Documentation      | News Papers   |
|                    | Attendance Registers (Trainers & Trainees)                    |
|                    | Visitors Register   |
|                    | Trainees Assessment Reports                                   |
|                    | Success stories – at least one per batch in the OSEMS website |
| Tools & Equipments | As mandated for the trades in terms of NCVT/ SSC guidelines   |

### **Training:**

The quality of training is influenced by the quality of: infrastructure at the training centres, trainers, content, training methods, finishing and work readiness inputs, assessment and certification. There are a number of steps that the PIA needs to take with respect to each of these. These are explained below.

### **Infrastructure:**

The following are the important aspects to be borne in mind with respect to infrastructure in a PLTP training centre. PLTP training centres should have the prescribed.

- i. Furniture, layout, colour scheme and signage important for establishing the PLTP brand.
- ii. Lab, classroom and IT facilities
- iii. Training aids
- iv. Geo-tagged time-stamped authenticated biometric attendance facility for both trainers and trainees in training centres and in industries with interns under the program.





- v. Firefighting equipment
- vi. First aid, hygiene, drinking water, canteen and washroom facilities
- vii. Internet and email access of prescribed speed on all IT equipment using which all trainees can check their emails and browse the internet.
- viii. Access control facilities.
- ix. Power backup.
- x. Projection and copying equipment
- xi. CCTV recording facilities in classroom, labs and common areas

### Centre Inspection

Before the PIA is allowed to begin counseling; each training centre should be checked and certified for compliance on each of the above by a designated senior official nominated by the First Party. Other aspects to be mandatorily required with respect to training centres are detailed below:

- i. Each training centre should have separate space for each domain if proposed to be conducted at the same centre and a dedicated lab. Besides each centre should have a computer lab for IT skills.
- ii. The space requirement is calculated at a minimum rate of 10 square feet per trainee for theory rooms and 10 square feet per trainee for computer lab.
- iii. Training infrastructure (building ) may be owned or hired.
- iv. Each training centre should remain in existence for at least three months from the date of completion of training or until 75% of those trained have been placed (whichever is later). During this period the training centre should act as a information and facilitation centre for trained beneficiaries and their families.
- v. Mobile centres are not permitted
- vi. Non-residential training centres should be located near the homes of trainees. Residential training centres as well as work readiness and finishing centres should be located close to areas with high employment potential.

- vii. Where residential training is proposed, own or rented accommodation which is secure, and with prescribed facilities should be available and should be certified as such by the District Employment Officers nominated by the 1<sup>st</sup> Party.

**Trainers :**

- It is important to ensure that only those persons are deployed as trainers who have the requisite qualification as laid down under exposure to the requirement of prospective employers.
- They should also possess the knowledge, skills and attitude needed to be a good trainer in his/her domain.
- In the first instance this has to be tested and verified by the Q team of the PIA and verified by the Joint Inspection team comprising of District Employment officer and Principal of the Govt. ITI / Polytechnics or its TSA.

**Minimum Hostel Infrastructure ( In case of residential training)**

- Separate Boys and Girls Hostel ( Independent and RCC roof)
- Average space available per candidate in accommodation area-25 sqft. or more.
- Kitchen & Dining hall with Tables & chairs with Cleanliness
- Cot, Mattress and Locker
- CCTV in the Common area of the hostel & Biometric attendance
- Indoor & Outdoor games
- Drinking water- RO system
- Clean & Hygienic toilets
- Emergency Power supply provision.
- Fire Extinguisher
- First Aid Box.
- Provision of TV in Common Room & provision for newspapers and magazines.
- Grievance Redressal Register.



A. Modalities for conduct of Sector Skill Council(SSC) Courses under PLTP:

- The PIA may opt to start any SSC course in a centre only after due approval has been accorded by OSDA.
- In line with the present practice adopted for MES courses, the PIA may be entitled to start SSC course(s) in a centre(s) only after due approval of concerned DEO based on Joint Verification Report of DEO & Principal, ITI based on parameters as prescribed under respective SSC Trade Module.
- As currently practiced for MES Courses, the Joint Centre Verification shall be based on the mandatory requirements of tools & equipments, infrastructure, etc., as prescribed for the concerned SSC course/ trades.
- On getting due approval from the concerned DEO, the PIA may create a batch in the web portal of OSDA in the concerned Sector & Trade of SSC course for which the approval has been accorded by OSDA, in the same manner as is now being done for MES courses.
- All other norms, procedures, reporting formats, etc., that are being followed/adopted now for MES courses, both by the PIA and the concerned RADE/DEOs, may remain the same for the SSC courses as well, with a modification that, befitting SSC & related terminologies may be incorporated in the existing formats at the level of initiation of such reports/ formats.
- The CCTV/ Video footage of the theory as well as practical classes may be captured and a soft copy (CD/DVD) of the same may be submitted after completion of the PLTP batch to the concerned RADE/DEO for ascertaining its genuineness & onward transmission to OSDA.
- Geo -tagged biometric attendance system( to record Separately both Classroom as well as Hostel Attendance, as is applicable for MES Courses/Trades, shall have to be mandatorily followed for SSC Courses as well.

B. Procedure for Assessment

- The PIA shall on their part take appropriate steps as required for ensuring assessment of trainees in time after completion of the PLTP batch through the concerned third party Sector skill council Assessing Bodies/Assessors.
- The assessment of a batch must be mandatorily held in the same centre in which PLTP in SSC trade is to be conducted.
- The assessment of the batch shall be held in presence of the concerned RADE/DEO or his representative. The confirmation mail received from the concerned SSC/Assessing body containing the details of the batch to be assessed, place of assessment, date and time of assessment and name of the assessor, etc., should be forwarded by e-mail by the PIA to the concerned





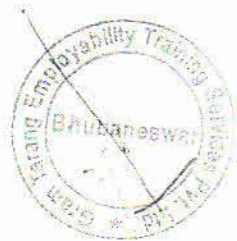
RADE/DEO & OSDA well in advance. The PIA should also intimate the same over telephone/mobile to the concerned RADE/DEO in order to ensure his presence on the date and time fixed for assessment. Any deviation in the date of assessment should also be intimated by the PIA accordingly.

- The Assessment process shall commence only after the concerned RADE/DEO or his representative ascertains the identity of the Assessor. The concerned RADE/DEO or his representative shall also ensure that, only those trainees shall be allowed for Assessment whose names appear in the OSDA Portal Copy of Training Completion Report (Format-II). While proceeding to the assessment centre, the RADE/DEO or his representative must carry the OSDA Portal Copy of Training Completion Report, i.e. FORMAT-II, which is auto generated in the OSDA portal based on biometric attendance of trainees on completion of the PLTP Batch.
- The concerned RADE/DEO shall furnish a report to OSDA within 02 working days of date of Assessment as per the a format (Enclosed as **Annexure-III-a**) along with his views on over all conduct of assessment process, wherein, the signature & LTI of the trainees appeared the assessment, signature of the Assessor as well as the Centre-in-Charge shall also find place
- **In a similar manner, the concerned PIA shall also submit the following documents while claiming the reimbursement of Assessment Fees in a Bill Format (Enclosed as Annexure-III-b)**
  - a. Invoice in support of assessment fees paid to the Assessor/Assessing body/SSC.
  - b. Attendance sheet of the trainees who have appeared the Assessment test carrying their full signature and duly countersigned by the DEO or his authorized representative as well as by the assessor and testing centre head (The batch details, assessment/ assessor details, time and place of assessment, etc must also be reflected in the Attendance sheet).
  - c. Set of post card size photographs( at least 05) taken at the time of assessment test covering the trainees appearing theory test, practical test, viva test, etc, which should include the presence of DEO or his authorized representative as well as the Assessor. Video footage of the assessment may also be submitted preferably.
  - d. Copy of the result sheet along with sample certificates (at least 05 copies) downloaded by the PIA from the concerned SSC portal/ received from the concerned assessing body. Proof of Distribution of Certificates to assessment passed trainees in appropriate format be also enclosed.
  - e. Money receipt of the payment made by the PIA to the concerned Assessing Body/ SSC/ Assessor containing the signature of the recipient, per head assessment fees and total assessment fees paid. In no case, the claim amount shall exceed the actual assessment fees paid.





- Authorised signatory of the PIA must put his seal and signature in every page of the aforesaid documents that are to be submitted.
- The OSDA shall reimburse the assessment fees of only those eligible trainees who have completed the PLTP and appeared the assessment. Assessment fees against trainees reported as dropped out either in the Portal Copy of Format-II or by way of any form of reporting by the RADE/DEO, shall not be reimbursed, even if paid by the PIA to the concerned SSC/Assessor/Assessing Body.
- Reimbursement of Assessment fees shall be finalized based on the report received in the formats prescribed from the concerned DEO and the required documents as stated above from the PIA.
- It would be the responsibility of the PIA to download/ collect certificates of the assessment passed trainees and distribute the same to the concerned trainees. The status of distribution of SSC certificates may be intimated in the similar format and in similar manner as is now being done for MES batches.
- As and when required, PIA shall submit all relevant information related to assessment/ assessor/ assessing boy/ concerned SSC, etc., of any particular batch or batches spread over an asked period, within the time as shall be stipulated by OSDA.
- OSDA reserves the right to cancel/ postpone/reschedule assessment of any batch, if at any point of time the situation so warrants or for reasons what so ever, that might appear justifiable to OSDA.



*[Handwritten signature]*  
 20/08/2019

## Placement Linked Training Program Under OSDA

Format For Assessment Test of SSC Course/Trades (To Be Submitted By The RADE/District Employment Officer Within 2 Days Of Assessment Of Trainees)

1. Name, Address and contact details of the Assessing Body-
2. Name and contact details ;E mail ID of the Assessor-
3. Name of the Programme Implementing Agency (PIA)-
4. Address, Email ID, Cell/telephone No of PIA:-
5. Batch NO:-
6. Name of the Trade & SSC Code:-
7. Name and address of the Training Centre:-
8. Name and address of the Testing Centre:-  
(The Training Centre & Testing centre should be the same)
9. Date and time of Assessment Test:-
10. Duration and timing of the Theory Test:-
11. Duration and Timing of the Practical Test:-
12. No of Trainees Completed Training as per OSDA(OSEMS) portal generated Training Completion Report Format-II (Enclose Copy):-
13. No of Candidate appeared the Assessment Test:

Trainees appearing the assessment test must have completed training as per OSDA(OSEMS) portal generated Training Completion Report Format-II)

## 4. Overall View of DEO on Assessment( Satisfactory/Unsatisfactory):-

If Unsatisfactory give reason: \_\_\_\_\_

| Sl no. | Name of the Trainees | Telephone No & E mail ID | Signature of the Trainees | LTI (Left Thumb Impression) of trainees |
|--------|----------------------|--------------------------|---------------------------|---|
| 1      |                      |                          |                           |   |
| 2      |                      |                          |                           |   |
| 3      |                      |                          |                           |   |

Certified that the above information is true and based upon facts. The assessment test has been conducted in a free and fair manner. The Candidates whose names are in the OSDA portal generated training completion report (format-II) of the batch have only appeared the Assessment test upon successful completion of training. The above assessment appeared trainees also have the required percentage of Attendance(80% or more) as per the Monthly consolidated attendance sheets.

Photographs, in proof of assessment, have been taken by Assessor/Testing Centre Head in my Presence.

incl:- OSDA(OSEMS) Portal generated Training Completion Report Format-II

Seal & Full Signature of Testing Centre Head

Seal & Full Signature of Assessor

Seal & signature of RADE/District  
Employment Officer





## BILL FORMAT

For reimbursement of Assessment fee paid by PIA towards the assessment of candidates under placement linked Training programme of OSDA for SSC related trades. (To be filled by the PIA)

1. Name of the Training Provider / PIA:
2. Date & Time of the assessment test:
3. Venue of Testing Centre :
4. Duration of Training /Batch ID:
5. Name of the course & SSC Code:
6. Name of the programme Implementing Agencies (PIA):
7. No of candidates appeared the assessment test:-
8. Duration of Theory Test (In Hours):-
9. Duration of Practical test of applicable (in hours):
10. Name of the Assessor/Assessing Body:
11. Date of declaration of result by SSC:
12. No of candidates cleared /passed the assessment test:
13. Whether attendance of the candidates appearing the assessment test carrying their full signature of trainees and assessor and duly countersigned by the DEO obtained (yes/No):
14. Whether certificates of the assessment passed trainees have been received from the concerned Assessing Body/SSC:
15. Whether the certificates of the assessment passed trainees have been distributed to the concerned trainees:
16. Total Amount paid to SSC/AB/Assessor towards the assessment fees (The rate shall be as per the guidelines issued by SSC from time to time):
  - a) Actual fees paid per trainees:
  - b) Actual Total Amount Fees paid :
17. Amount claimed in the enclose invoice towards reimbursement of assessment fees ( This amount should not be more than that mentioned in Para 16(b) above)



It is certified that:

1. The Assessment was conducted in the same centre in which PLTB of the batch was undertaken.
2. The Assessment has been conducted in the approved Training Centre through the designated assessor allotted by SSC.
3. The Assessment test has been conducted as per the SSC guidelines and as per the syllabus prescribed for the trade.
4. The assessor who conducted the assessment is an SSC certified/ approved Assessor.
5. Assessment has been conducted in free and fair manner.
6. Claim has been submitted in respect of those trainees who have actually appeared the assessment test.
7. The trainees who appeared the assessment have completed the training with 80% or more attendance and in the OSDA portal generated training completion report(Format-II).

**Seal & Signature of the HEAD (Signatory to the signing of MOU)/Authorized person of the Training centre (authorization letter from the Signatory to the signing of MOU is to be furnished) / company :**

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**Note: Claim shall be submitted along with the following supporting documents:**

1. Invoice in support of assessment fees paid to the assessor/assessing body/SSC.
2. Attendance sheet of the trainees who have appeared the assessment test carrying their full signature and duly countersigned by the RADE/DEO or his authorized representative as well as by the assessor and testing center head (The batch details, assessment/ assessor details, time and place of assessment, etc. must also be reflected in the Attendance sheet).
3. Set of post card size photographs( at least 05) taken at the time of assessment test covering the trainees appearing theory test, practical test, viva test, etc., which should include the presence of RADE/DEO or his authorized representative as well as the assessor. Video footage of the assessment may also be preferably submitted.
4. Copy of the result sheet along with sample certificates (at least 05 copies) downloaded by the PIA from the concerned SSC portal/ received from the concerned assessing body. Proof of distribution of certificate to assessment passed trainees in appropriate format may also be enclosed.
5. Money receipt of the payment made by the PIA to the concerned Assessing Body/ SSC/ Assessor containing the signature of the recipient, per head assessment fees and total assessment fees paid. In no case, the claim amount shall exceed the actual assessment fees paid.
6. Authorised signatory of the PIA must put his seal and signature in every page of the aforesaid documents that are to be submitted.

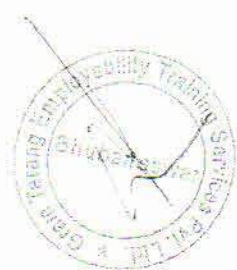


Food menu for Training Centres for Residential Trainings

| Day       | 6.30<br>a.m.     | Breakfast<br>(8.00-9.00 a.m)  | Lunch<br>(1.00 p.m.to 2.00<br>p.m.)  | Snacks<br>(4.30pm to<br>5.30pm) | Dinner<br>(8.00pm to<br>9.00pm)                             |
|-----------|------------------|---|--|---------------------------------|---|
| Monday    | Tea &<br>Biscuit | Upma, Samber, mutter<br>curry Milk for (Veg),<br>Banana                 | Rice, Dal, Mix<br>Veg, Panner<br>Curry, Papad,<br>Pickles                          | Tea, Aloo<br>Chop               | Rice & Roti,<br>Dalma,<br>Chips,<br>Sweets,<br>Banana       |
| Tuesday   | Tea &<br>Biscuit | Idly, Samber,<br>Chutney, Boiled<br>Egg./Milk for (Veg),<br>Banana.     | Rice, Chips,<br>Chicken Curry/<br>Paneer Curry<br>(For Veg.),<br>Papad, Pickles    | Tea, Samosa                     | Rice & Roti,<br>Dal. Rajma,<br>Kheer,<br>Banana             |
| Wednesday | Tea &<br>Biscuit | Bada, Mutter curry<br>Milk, Banana                                      | Rice, Dal, Fish<br>curry/Soyabean<br>curry (for veg.),<br>Salad, Chips,<br>Pickles | Tea, Pokoda                     | Rice & Roti,<br>Dalma,<br>Bhaji,<br>Sweets,<br>Banana       |
| Thursday  | Tea &<br>Biscuit | Poha (Chuda),<br>Mutter Curry, Boiled<br>Egg/ Milk for (veg),<br>Banana | Rice, Dal, Fish<br>curry, Mushroom<br>curry (for veg),<br>chips, papad,<br>pickles | Tea, Vada                       | Rice & Roti,<br>Dal, Kabuli<br>Chana,<br>Sweets,<br>Banana  |
| Friday    | Tea &<br>Biscuit | Puri, Aloo Curry,<br>Boiled Egg. Banana                                 | Rice, Dal, Fish<br>curry, Mix veg<br>(for veg), chips,<br>papad, Pickles           | Tea, Bread<br>Chop              | Rice & Roti,<br>Dal, Mix Veg<br>Curry,<br>sweets,<br>Banana |

|          |               |                                    |   |                |   |
|----------|---------------|------------------------------------|---|----------------|---|
| Saturday | Tea & Biscuit | Upma, mutter curry, Milk, Banana   | Rice, Dal, Egg Curry/ Pottal curry (for veg), Bhaji, Papad, Pickles   | Tea, Aloo Chop | Rice & Roti, Dal, Soyabean curry, Sweets, Banana    |
| Sunday   | Tea & Biscuit | Paratha, Aloo Dum, Pickles, Banana | Rice, Dal, Mutton curry/Panner Curry (for veg), Bhaji, Papad, Pickles | Tea, Samosa    | Rice & Roti, Dal, Kabuli chana curry, Kheer, Banana |

- Food menu should be displayed at Dinning space and Hostel of the Training centre.
- Food should be cooked with freshest possible ingredients.
- Food should be prepared in hygienic condition with utmost quality and served to the trainees in sufficient quantity.







# Indian-Non Judicial Stamp Haryana Government



Confidential  
Date : 25/11/2022

Certificate No. G0Y2022K3058



Stamp Duty Paid : ₹ 101

GRN No. 96572979



(Rs. Only)

Penalty : ₹ 0

(Rs. Zero Only)

## Deponent

Name : Eye Q Vision pvt ltd

H.No/Floor : Na

Sector/Ward : 46

Landmark : Huda market

City/Village : Gurugram

District : Gurugram

State : Haryana

Phone : 98\*\*\*\*\*39



Purpose : GENERAL AGREEMENT to be submitted at Concerned office

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

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 28<sup>th</sup> day of November 2022, by and between

**Centurion University of Technology and Management, )** incorporated under CUTM ACT04/2010, Govt. of Odisha having their registered office at Alluri Nagar, Paralakhemundi, Dist-Gajapati, Odisha through its **Skill Assessment & Certification Cell** having head office at, 2<sup>nd</sup> Floor, Madhusudan Building, centurion University Campus, Ramachandrapuram, Jatani, Dist: Khordha, Pin :-752050, Odisha, represented by Professor Sunil Kumar Jha as in capacity of Dean- School of Paramedics & Allied Health Science (hereinafter referred to as "**CERTIFYING AUTHORITY**") which term shall mean and include its successors) of the **FIRST PART**;

AND

**PINNACLE OPTICALS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956 having its registered office at B-241/10, Upper Ground Floor Amritpuri-B, East of Kailash, Near Mandir South Delhi DL 110065 IN, represented by Mrs. Deepti Jaiswal Director (hereinafter referred to as "**PINNACLE/ CONFIRMING PARTY**", which expression shall unless repugnant to the context herein, include its successors-in-interest and permitted assigns) of the **SECOND PART**.

Certifying Authority and Pinnacle shall together be referred to as "Parties" and individually as "Party".

Page 1 of 9

Prof. Sunil Kumar Jha  
School of Paramedics & Allied Health Sciences  
Centurion University of Technology & Management  
Bhubaneswar, Odisha-752050



The Parties wish to record their understanding and agree as follows ("MOU"):

## **TERMS AND CONDITIONS**

### **1. Purpose/Background:**

The purpose of this MOU is to train the Candidates in the Program using the confidential training materials provided by the Confirming Party and assessment of the said Candidates by the Certifying Authority in accordance with the assessment process specified in Annexure - C. The scope of work between the Certifying Authority and Pinnacle is as detailed in Annexure B.

### **2. Term and Termination:**

- a. This MOU shall come into force on 28/11/2022 ("Effective Date") and shall remain valid till midnight 28/11/2023. Further extension or renewal of the contract post this tenure between the two parties would be considered based on the verbal, written or general consideration and approval from both the end.
- b. Either party may terminate this MOU for convenience at any time prior to the expiry by serving a written notice of 60 days to the other two parties.
- c. Notwithstanding anything contained hereinabove, either party may terminate this MOU upon notice if the Certifying Authority materially breaches any obligation hereunder (i) which breach is incapable of cure including without limitation damage to brand, image, reputation or goodwill of PINNACLE, immediately upon notice; or (ii) which breach, being capable of cure, has not been cured within fifteen (15) calendar days after receipt of mandatory notice of such breach from the aggrieved party.

### **3. Confidentiality:**

Certifying Authority shall be bound to maintain confidentiality on the terms and conditions set forth as Annexure A.

### **4. Authority:**

Each party hereto represents and warrants that it has full authority to enter into this MOU and that the person signing on its behalf has been duly authorized to execute the MOU.

### **5. Consideration:**

Consideration to be paid as per the Annexure B hereto.

### **6. Indemnity and Liability:**

Certifying Authority hereby agrees to defend, indemnify and hold harmless Confirming Party, its subsidiaries and affiliates and respective officers, directors, employees, agents, successors and assigns from and against all costs, claims, action, demands, losses, expenses, damages, proceedings, prosecutions, attachments, and the like arising out of its liabilities (including attorney's fees and expense of litigation) resulting from, or alleged to have resulted from, or in connection with breach of confidentiality obligation under Annexure A, , non-compliance with applicable laws, breach of representations and warranties under this MOU, claims arising due death, injury of any person or damage to any property, negligence, misconduct and any other third party liability claims arising under this MOU.





In no event shall PINNACLE have any liability for any direct, indirect, incidental, special or consequential damages, however caused and on any theory of liability, arising out of this MOU, including but not limited to loss of anticipated profits, even if it had been advised of the possibility of such damages.

**7. Warranties:**

7.1 Parties warrant that it has full power and authority to enter into this MOU

7.2 Certifying Authority warrant that:

7.2.1 It shall comply with all applicable law relating to provision under the MOU.

7.2.2 It has obtained, at its own cost, all the necessary, permits, license, governmental permissions, etc., in order to perform its obligations herein and shall comply with all applicable laws and regulations.

7.2.3 It will perform its obligations in a professional manner with reasonable skill and care and will use reasonable endeavors to achieve the objectives of this MOU.

7.2.4 Use the confidential information and any intellectual property rights shared by the Confirming Party solely for the purpose of this MOU.

**8. Status of the parties:**

This MOU does not constitute and shall not be construed as constituting a partnership, principal and agent relationship, employment relation or joint venture relationship between or among the Parties. This MOU is being entered between the Parties on principal-to-principal basis.

**9. Prohibited Practices**

The Certifying Authority shall refrain from engaging in any Prohibited Practices (as defined below) or from allowing or permitting any related or controlled firm or individual acting on their behalf to engage in any such practices. "Prohibited Practices" means: (i) a corrupt practice, that is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) a fraudulent practice, that is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) a coercive practice, that is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; or (iv) a collusive practice, that is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

**10. Assignment and Subcontracting:**

The Certifying Authority shall not assign, subcontract or transfer any of its rights and obligations under this MOU, or any part thereof, without the prior written consent of PINNACLE, to be granted or withheld at PINNACLE's sole discretion. Any attempt to assign, transfer or subcontract this MOU in contravention of this clause shall be void.

**11. Notices:**

Any notice or other communication hereunder shall be in writing and sent via registered or certified mail, or courier and shall be deemed given (i) upon receipt by the Party to which notice is given, or (ii) after twenty-four (24) hours of dispatch, whichever occurs first, to the respective addresses of the other Party as mentioned below. Either party may change its address by notice to the other Party in accordance with this clause.



**If to Confirming Party:**

B-241/10, Upper Ground Floor Amritpuri-B,  
 East of Kailash, Near Mandir South Delhi DL 110065 IN  
 Attention: Mrs. Deepti Jaiswal- Principal, Pinnacle Opticals Private Limited  
 Email: [deepti.jaiswal@pinnacleopticals.com](mailto:deepti.jaiswal@pinnacleopticals.com)

**If to the Certifying Authority:**

Address: Centurion University of Technology and Management, 2<sup>nd</sup> Floor, Madhusudan Building, centurion University Campus, Ramachandrapuram, Jatani, Dist: Khordha, Pin: - 752050, Odisha  
 Attention: Prof. Sunil Kumar Jha, Designation- Dean, School of Paramedics & Allied Health Science  
 Email: [s.jha@cutm.ac.in](mailto:s.jha@cutm.ac.in)

**12. Entire MOU:**

This MOU supersedes all prior discussions and understandings (whether oral or written, including all correspondence) between the parties with respect to the subject matter of this MOU, and this MOU constitutes the sole and entire understanding between the parties with respect to the subject matter hereof.

**13. Governing Law and Jurisdiction:**

This MOU shall be solely construed according to the laws of India. Any suit and proceedings arising out of this MOU shall be instituted in the law courts of Bangalore Jurisdiction only.

IN WITNESS WHEREOF the Parties hereto through their duly authorized representatives have executed this MOU as a sealed instrument as of the date first above.

|           | Centurion University of<br>Technology and Management  | Pinnacle Opticals Private<br>Limited |
|-----------|---|--------------------------------------|
| Signature |   |                                      |
| Name      | Sunil Kumar Jha                                       | Deepti Jaiswal                       |
| Title     | Dean-School of Paramedics &<br>Allied Health Sciences | Principal                            |
| Date      |   |                                      |





Annexure A

1. Definitions:
  - 1.1. Confidential Information: means nonpublic information; which if in tangible form the Discloser designates, by a legend such as "confidential" or "proprietary", as being confidential to the Recipient or which, if disclosed orally or visually, shall be clearly identified as confidential at the time of disclosure and be reduced to writing within thirty (30) days of such disclosure and be designated as aforesaid. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Discloser's software or hardware products, documentation related to above mentioned software or hardware, the marketing or promotion of any Discloser's product, Discloser's organizational policies or practices, rates and fees, skill sets, financial information, future plans and roadmaps, information or identity pertaining to resources or customers of clients and any information received from others that Discloser is obligated to treat as confidential.
  - 1.2. "Discloser": means the Confirming Party who is disclosing Confidential Information. "Recipient": means the Certifying Authority to whom the Discloser discloses Confidential Information.
2. To maintain the confidentiality attaching to Confidential Information, the Recipient shall:
  - 2.1. Use the Confidential Information solely for the purpose of disclosure and for no other purposes whatsoever.
  - 2.2. Limit disclosure of Confidential Information only to those of its employees/consultants who have a need to know the same and have executed agreements with Recipient that oblige them to maintain the confidentiality of the Confidential Information at least to the extent required by this MOU.
  - 2.3. Refrain from making copies of Confidential Information without the prior written approval of the Discloser, except to the extent necessary for the purpose of disclosure.
  - 2.4. Refrain from allowing the information to be accessed by any outside party; and from making changes, modifications or enhancements to the Confidential Information or creating any derivative work from such information except to the extent necessary for the purpose of disclosure.
  - 2.5. Recipient shall notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this MOU by Recipient and/or its employees/consultants, and will cooperate with Discloser in every reasonable way to help Discloser regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.
  - 2.6. Generally, deal with the Confidential Information with as much care as the Recipient expects in the matter of its own confidential information, but in no case less than reasonable care and protection.
3. The Recipient may disclose Confidential Information to any judicial or executive authority, provided that, where possible, the Recipient notifies the Discloser in writing as soon as reasonably possible and shall cooperate with any effort by Discloser to prevent or limit such disclosure.
4. This MOU shall not apply to Confidential Information that:
  - 4.1. On the date of this MOU is already publicly known and available without any breach of any obligation that the Recipient owes the Discloser;
  - 4.2. After the date of this MOU, becomes lawfully known to Recipient from a source other than the Discloser without restriction on disclosure, provided such disclosure is without breach of any other obligation of confidentiality;



- 4.3. Was or is developed by Recipient independently without any use of any of the Confidential Information; or
- 4.4. Was known to Recipient prior to the disclosure of Confidential Information by Discloser under this MOU, as evidenced by the written records of the Recipient.
- 4.5. Is approved for release by written authorization of the Discloser.
5. The Recipient acknowledges that Confidential Information provided by the Discloser is and shall remain the exclusive property of the Discloser. This MOU or its expiry or termination does not grant to Recipient either a license or any rights under any patent, trademark, copyright or trade secret rights of the Discloser beyond that necessary for accomplishing the purpose of disclosure.
6. The Recipient, as instructed by the Discloser, agrees to return or otherwise deal with all originals, copies, reproductions and summaries of Confidential Information and give a written/e-mailed certification accordingly.
7. The Discloser shall be entitled to seek injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the other party, in addition to any other remedies available at law or in equity.
8. The obligation hereunder shall survive and early termination or expiration of this MOU.



A large, stylized handwritten signature in blue ink, consisting of a large loop followed by a horizontal line.



**Annexure B****SCOPE OF WORK:****1. Centurion University of Technology and Management ('Certifying Authority')**

- a) Develops and share the assessment process with Pinnacle.
- b) Certifying Authority shall send the qualified assessor to the training centre for face-to-face assessment process.
- c) Conducts assessment as per standard norms (Annexure-C) jointly decided with Pinnacle. This includes- written test, viva-voce and practical test.
- d) Declares result for the assessment within 15 days form the completion of the assessment.
- e) Develops and sends certificates for the successful Candidates.
- f) In the certificate for qualified candidates, the authorized representatives of the Assessment Partner will sign.

**CONSIDERATION:**

- A. The Certifying Authority (Centurion University of Technology and Management) raise request/invoice as per agreed price (2500 INR + 18% GST, as applicable, per candidate who has appeared for the assessment process. This price excludes all operational, travel/boarding/lodging expenses of the assessors for the purpose of assessment and certification costs to be incurred by the Certifying Authority, cost of printing certificates, courier/postage charges, any other operational costs/any other taxes, if any).

**Annexure c****Assessment Process:**

The Certifying Authority (Centurion University of Technology and Management) would maintain academic standards by ensuring the integrity of assessment processes. These regulations ensure the preparation & conduct of Examinations.

**Candidates Eligibility**

Candidate eligibility should be covering the following points:

- (a) Age group shall be between 21 and 45 years.
- (b) Candidates must have completed at least Intermediate or equivalent level education with science major.
- (c) Candidates who has successfully completed the 1 year theory and internal examination from Pinnacle Opticals Ltd., will be eligible for appearing in the final assessment examination. The student qualifying the final assessment will be eligible for undergoing 6 months of internship at the hospital and the final internship certificate will be provided by Pinnacle to the student.
- (d) Candidates must not have been convicted of an offence involving moral turpitude or misconduct.
- (e) Candidates must not have any criminal records of any nature whatsoever.



### Style of Examination

Following should be the pattern of examination –

| Sr No | Examination Type             | Weightage | Marks Allotted | Overall Result  |
|-------|------------------------------|-----------|----------------|---|
| 1     | Theoretical Examination      | 20%       | 40             | Criteria is to pass in both theory and practical individually (50% marks to pass individually). Failing in any one subject means overall fail |
| 2     | Practical & Viva Examination | 80%       | 160            |   |
| 3     | TOTAL                        | 100%      | 200            |   |

### Examination Schedule and Timetable

All parties (Centurion University of Technology and Management, and Pinnacle) to finalize the examination dates through mutual discussion and communicate the same to the training centers at least 15 days before the schedule.

Once the timetable is shared; Pinnacle to send a list of eligible students for examination/re-examination 10 working days before the examination schedule.

### Invigilation Arrangements

Certifying Authority to ensure invigilation and to ensure that the examination is conducted in a fair and transparent manner.

### Identification of Candidates

The invigilator(s) (University representative) must be satisfied of the identity of every eligible candidate attending each examination session through Photos & ID proofs.

### Collation of Scripts

The invigilator and center head must check that scripts have been collected for all candidates marked as present on the named attendance list and that candidates have used the correct student's name & Identity. The answer scripts need to be collected by the assessor post completion of the assessment and duly submitted to the university assessment cell for further processing.

### Announcement of Results

The results of the examination/re-examination to be announced within 15 working days through email to Pinnacle.

### Re-examination

Any candidate with unsatisfactory performance to obtain the minimum passing marks after the checking will be eligible for re-examination by paying the stipulated exam fee (2500 INR + 18% GST).





Only one chance for re-examination is allowed for one candidate and should be strictly followed that no one should be given more than one chance for re-examination.

### Escalation Matrix

In case of any issues/exception mentioned in the above points, following is the escalation matrix to be followed for escalating issues –

| Escalation Level | Name                  | Designation   | Phone Number | Email Id   |
|------------------|-----------------------|---|--------------|--|
| Level-1          | Deepti Jaiswal        | Principal   | 9654788803   | <a href="mailto:deepti.jaiswal@pinnacleopticals.com">deepti.jaiswal@pinnacleopticals.com</a>   |
| Level-2          | Pritam Mahapatra      | Operation Manager   | 7008623512   | <a href="mailto:pritam.mahapatra@cutm.ac.in">pritam.mahapatra@cutm.ac.in</a>   |
| Level-3          | Sunil Kumar Jha       | Dean-School of Paramedics & Allied Health Science                       | 9776216851   | <a href="mailto:s.jha@cutm.ac.in">s.jha@cutm.ac.in</a><br><i>Prof. Sunil Kumar Jha</i><br><i>DEAN</i><br><i>School of Paramedics &amp; Allied Health Sciences</i><br><i>Technology &amp; Management</i><br><i>Bhubaneswar, Odisha, India</i> |
| Level-4          | Parthasarathi Mohanty | COO; GTET   | 9937033338   | <a href="mailto:parthasarathi.mohanty@gramvarang.org.in">parthasarathi.mohanty@gramvarang.org.in</a><br><i>Parthasarathi Mohanty</i><br><i>COO, GTET</i><br><i>Bhubaneswar, Odisha, India</i>  |
| Level-5          | Anita Patra           | Registrar, Centurion University of Technology & Management, Bhubaneswar | 7077580377   | <a href="mailto:registrar@cutm.ac.in">registrar@cutm.ac.in</a><br><i>Anita Patra</i>   |

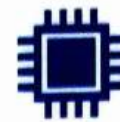
### Course Details

1. Optometric Assistant (Course Duration: 1 Year + 6 Months internship)
2. Ocular Surgical Assistant (Course Duration: 1 Year + 6 Months internship)
3. Optical Dispensing (OSE) (Course Duration: 1 Year + 6 Months internship)

Note: Pinnacle will share the detailed d- course module with Assessment Agency (Centurion University of Technology and Management) immediate after signing this MoU.

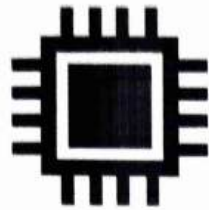
*Sunita Shastri*  
*Ranjana Bandyopadhyay*





# **MEMORANDUM OF UNDERSTANDING (MOU) FOR ACADEMIC COLLABORATION**

**Between**



**TAKSHILA VLSI**

**TAKSHILA INSTITUTE OF VLSI  
TECHNOLOGIES,  
BENGALURU, KARNATAKA**

**And**



**Centurion  
UNIVERSITY**

**CENTURION UNIVERSITY OF TECHNOLOGY &  
MANAGEMENT**

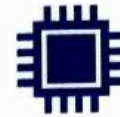
**BHUBANESWAR - 761211, ODISHA**

This MOU is entered onto on the 16<sup>th</sup> day of November 2022 by and between Takshila Institute of VLSI Technologies (hereafter called Takshila VLSI) situated at 2<sup>nd</sup> Floor, Ram Arcade, 90/1B, CKB Layout, Chandra Layout, Marathahalli, Bengaluru - 560037, Karnataka.



Page 1 of 4





**and**

Centurion University of Technology & Management, (hereafter called College) situated at Bhubaneswar, Odisha State

### **1. Objectives of MOU**

- a.** To promote and enhance semiconductor / VLSI domain interest in students.
- b.** To provide Online/Offline/Weekend training to students in VLSI courses such as Physical Design / Analog Layout /ASIC Verification / Design For Test (DFT).
- c.** To provide internship to students from VLSI Service provider company SiValley Technologies Pvt. Ltd. in Digital or Analog Domains.
- d.** To provide placement assistance to the students who complete the course / internship.
- e.** To provide academic interaction by delivering special lectures at college on topics of relevance to semiconductor domain

### **2. Proposed Modes of Collaboration**

Takshila VLSI and College to collaborate through the following:

- a.** Cooperation and promotion of education and training in areas of mutual interest.
- b.** Any other appropriate mode of interaction agreed upon between Takshila VLSI & College.

Any specific plan will be worked out by the college depending upon availability of resources.



### 3. Terms and Conditions

- a. For the visits related to advice & consultancy, travel and other expenses of Takshila VLSI staff shall be reimbursed by College on mutually agreed terms.
- b. Usage of College academic infrastructure can be allowed for limited period subject to its availability, approval of Head of the facility/ department and college norms.
- c. This MOU may be amended, renewed and terminated by mutual written agreement of the *colleges* at any time.
- d. Either Takshila VLSI or College shall have the right to terminate this MOU upon 60 days prior written notice to the other.

### 4. Confidentiality

The Takshila VLSI and the College agree to hold in confidence all information /data which is obtained from either *Takshila VLSI or College* or created during the performance of the MOU and will not disclose the same to any third party without written consent of the other.

### 5. Duration of MOU

This MOU, unless extended by mutual written consent of the *both*, shall expire in FIVE years after the effective date. However, on review, the MOU shall be extended for another TWO years by mutual consent.

### 6. Coordinators

Both Takshila VLSI and College will designate persons who will have responsibility for coordination and implementation of this agreement.








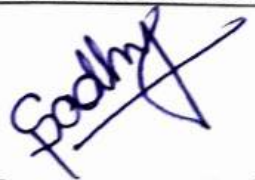


## 7. Intellectual Property Rights

Intellectual Property Rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case to case basis and will be consistent with officially laid down IPR policies both.

## 8. Signed in Duplicate

The MOU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the *Takshila VLSI and College*, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

| On behalf of  | On behalf of   |
|---|--|
| <b>TAKSHILA INSTITUTE OF VLSI TECHNOLOGIES</b><br><br>For Takshila Institute of VLSI Technologies<br><br><br>Authorized Signatory<br>Venkataswamy Nandam<br>DIRECTOR | <b>CENTURION UNIVERSITY OF TECHNOLOGY &amp; MANAGEMENT</b><br><br><br>HoD, ECE<br>Centurion University of Technology & Management<br>Jalgaon, Gujarat - 392010<br>Dr. Harish Chandra Mohanta<br>Associate Professor, HOD ECE |
| <br>Mr. Kiran Kumar Kasp<br>OPERATIONS MANAGER   | <br>Dr. Chandra Sekhar Dash<br>Assistant Professor   |
| <br>Megha M<br>PLACEMENT COORDINATOR   | <br>Mr. Satyanarayan Padhy<br>Assistant Professor  |







తెలంగాణ తెలంగాణ TELANGANA

S No 1250 Date 19 NOV 2022

SOLD TO Jagam Mohan Rao & Venkata Subba Rao

For Whom SELF

P.O. Hyderabad

### Memorandum of Understanding

Between

**Telangana Minorities Residential Educational Institutions Society (TMREIS)**

And

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

This agreement is entered on Thursday, 25th August 2022 at Hyderabad, Telangana.

This agreement is made between Telangana Minorities Residential Education Institutions Society (TMREIS), Hyderabad for Junior College of Vocational Program at TMR Institutions. Government of Telangana having its registered office at H. No 8-2-596/1/1, Road No. 10 Banjara Hills, Hyderabad. Represented by its Secretary, Mr. B. Shafulullah IFS. and

Centurion University of Technology and Management (CUTM), Ramchandrapur, P.O. - Jatni, Bhubaneswar, Dist: Khurda, Odisha, India, 752050, a NAAC A Grade accredited & UGC notified multi sector State University, also notified as a Skills University by Govt. of Odisha and Center of Excellence by Ministry of Skill Development & Entrepreneurship, Govt. of India, with its constituent campuses in jatni, Paralakhemundi, Rayagada & Bolangir & AP. Hereinafter referred to as "CUTM" represented by its Regional Director, JM Rao, its Authorized Signatory (which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, mean and include its successors and permitted assigns)

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**SECRETARY**

Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad

For CENTURION UNIVERSITY

*JM Rao*  
Regional Director.





भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

9 NOV 2022

1249 1949  
TO: Sasan Mohan Reddy Venkat Subba Rao Towards  
From: SBC Extending consultancy in developing & co-creating curriculum in alliance with Board of  
Hyderabad Intermediate, establishment of the laboratory and industrial tie-ups.

S 937597

MOHD YASEEN KHAN  
Licenced Signatory for  
LIC No. 1/2021  
Reg. No. 1/2021  
S. No. 5-2  
Teramandal Complex, Hyd-04.  
Ph: 9979957282

Whereas, CUTM is interested to provide full time consultancy in regular interval to update the system, develop curriculum alliance with Board of Intermediate, help in establishing a full-fledged laboratory and Industrial tie-ups for internships and placements.

### Terms & Conditions of the agreement

1. CUTM should work with TMREIS Junior College of Vocational Program schools for providing services for the below-


- To provide full time consultancy in regular interval to update the system
- To develop curriculum with collaboration of Board of Intermediate
- Help in establishing a fully equipped laboratory
- Industrial tie-ups for internships and placements

2. Our approach and deliverables will be strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. Deep understanding of the present scenario and extending our expertise in the identified areas. We will work closely with team TMREIS to build and fulfil the needs of this project by the date which is mutually agreed upon. We will follow the Stage Gate process (for product development) or Log frame (for service) with meticulous documentation and rigorous review process. This ensures project - planning, presentation, communication, team work & collaboration, risk & its mitigation etc.

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**SECRETARY**  
Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad

For CENTURION UNIVERSITY

  
Regional Director.





3. The generic outcome will be:

- Strong and best curriculum at place for the training of the students
- Fully equipped laboratory to be set for giving the students a hands-on practical experience and making them industry ready
- Best industrial tie-ups will be provided to the students to give them a real time professional experience, which will make them professionally ready.
- 360-degree exposure will be provided to them through best industrial practices and frequent visit of the industry experts

4. It will be the responsibility of the CUTM to obtain rendering of services reports from the Principles of TMR Junior Colleges concerned in which the services are provided. In the absence of such reports, no payments will be released.

5. The job carried out shall be to the satisfaction of the Secretary TMREIS, else no payment will be made: Further, depending upon the severity of negligence, The TMREIS reserves the right to blacklist the agency for a suitable period or from further participation in any of this Society contracts. The decision of the Secretary TMREIS shall be final and binding on the bidder.

6. Rates shall remain fixed and valid during the period of work order/contract. TDS and any other Government Levies applicable on bill as per the instructions of Government of India and State Government Issued from Time to time shall be deducted.

7. If it is found that the CUTM has violated these conditions the agreement will stand terminated without any notice thereof.

8. The services should be commenced as per the schedule of the programme and to attend the exigencies as and when the situation warrants at all the TMR School points during the work order period, otherwise the approval of the service provider will be deemed to be cancelled. No notice will be given in prior.

9. The agreement entered is per one year for a period of date 1st September 2022 which can be extended further subject of satisfactory performance of the CUTM on year-to-year basis.

10. The Secretary, TMREIS, is empowered to add/delete for incorporating terms and conditions at any state.

11. The TMREIS shall have the right to inspect and verify the services rendered and under progress by its officers at any times.

12. No suit, prosecution or any legal proceedings shall lie against TMREIS or any person for anything, which is done in good faith or intended to be done in pursuance of the agreement.

13/11



## PROJECT DELIVERABLES AND TIMELINE

| Timeline                                   |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
|--|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|  | Year 1                |     |     |     |     |     |     |     |     |     |     |     | Year 2                |     |     |     |     |     |     |     |     |     |     |     |
|  | Jan                   | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan                   | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| Task Name                                  | Dates to be specified |     |     |     |     |     |     |     |     |     |     |     | Dates to be specified |     |     |     |     |     |     |     |     |     |     |     |
| Gate 0                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| First level meeting with TMREIS            |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Second level meeting for need assessment   |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Drafting of 1st draft of MOU               |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Finalization of the MOU                    |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Signing of the MOU                         |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Gate 1                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Kick start of the project                  |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Designing of the courses                   |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Finalization of the courses                |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Setting up of the lab                      |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Gate 2                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Training starts                            |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Monitoring of the progress of the training |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Gate 3                                     |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Industry tie-ups                           |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Internships                                |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |
| Placements                                 |                       |     |     |     |     |     |     |     |     |     |     |     |                       |     |     |     |     |     |     |     |     |     |     |     |

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**SECRETARY**

Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad


For CENTURION UNIVERSITY

*[Signature]*

Regional Director

### Cost Sheet


|   | Sl. No                        | Item Description  | Stakeholders involved                      | Expenses   |
|---|-------------------------------|---|--|--|
|   | Consultancy fees (OPEX)       |   |  |  |
| A | 1                             | Curriculum development  | CUTM                                       | 40,000   |
|   | 2                             | Setting up of the lab   | TMRIES 4 senior faculties will be involved | N/A (Four faculty members will be assigned by TMRIES to CUTM for this project) |
|   | 3                             | Industrial partnerships (for CSR funding, Internships & placements) | CUTM                                       | 60,000   |
|   | Per month expenses            |   |  | 1,00,000+GST (as applicable)   |
| B | Setting up of the lab (CAPEX) |   |  | Onetime Expenses   |
|   | 1                             | Medical Lab technician  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 2                             | Tourism and hospitality Management                                  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 3                             | Multi-Purpose Health Worker   | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 4                             | Livestock Management dairy technology                               | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 5                             | Computer Science  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 6                             | Accounting and Taxation   | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 7                             | Commercial garment Technology                                       | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 8                             | Construction Technology   | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |
|   | 9                             | Agricultural crop Production  | Industry + TMRIES                          | 30 % industry tie-ups + 70% TMRIES   |

  
for **TMREIS**  
(B. Shafiullah. IFS  
Secretary, TMREIS)

**SECRETARY**

Telangana Minorities Residential  
Educational Institutions Society (TMREIS)  
Hyderabad

Witness 1

  
(M.A. LATEEF ATEAR)

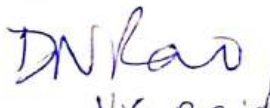
Witness 2

  
51 Page  
(MOHD. SUBHAN)


For **CENTURION UNIVERSITY**

  
for **CUTM** Regional Director.  
(J. M. Rao,  
Regional Director,  
Centurion University)

Witness 1

  
DN Rao (DN Rao)  
Vice president

Witness 2

  
(Dr. Geetha Nandini)





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Bipartite agreement and memorandum of understanding between

Trilochan Netralaya, Budharaja, Sambalpur - 768004

And

The School of Paramedic and Allied Health Science, Centurion University of Technology & Management, Bhubaneswar

This Articles of agreement made on this day August 17, 2020 in Bhubaneswar between

*The Chairman, Vision India Foundation & The Director, Trilochan Netralaya, Budharaja, Sambalpur Town, District Sambalpur, Odisha Pin :- 768004, with its clinic / hospital located at Budharaja, Sambalpur Town, District Sambalpur, Odisha, herein after called as **First party***

And

*The Registrar, Centurion University of Technology & Management (CUTM), with its corporate office located in 17, Forest Park, Bhubaneswar 751009, Odisha and its university branches located at Village Ramchandrapur, PO Jatni, Bhubaneswar, District Khurda, Odisha and at Village Alluri Nagar, PO R. Sitapur Via Uppalada, Paralakhemundi 761211 District Gajapati, Odisha herein after called as **Second party***

For implementation of Building institutional collaboration towards Technical support, Clinical Training support and Placement support of B Optometry students, Skilled certificate courses of the Centurion University henceforth referred to as the **Project** for the agreement in subsequent paragraphs.

That the both parties agreed to the scope of this agreement for effective implementation of the **project** as per the laid down terms and conditions







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07AA 272211

#### Background and Scope of the partnership agreement:

The Centurion University of Technology & Management (CUTM) is a private, multi-sectoral, UGC approved university with NAAC A accreditation, non-clinical academic institution offering undergraduate and skill building courses on paramedic and allied health sciences like B. Optometry (4 year degree course), Certificate course in Ophthalmic assistant & Ophthalmic Surgical Assistant (2 year certificate course) approved by State Council of Allied Medical Sciences, Odisha and Health Sector Skill Council approved skill building courses e.g., Certificate in Integrated Refractionist and Vision Technician.

The CUTM plans to become a clinical establishment and offer outdoor based preventive, promotive and curative eye care services for its students, staff and to community in Jatni, Khurda and Paralakhemundi, Gajapati as part of its social services and Corporate Social Responsibility initiative.

The Trilochan Netralaya (TN), situated in Sambalpur, Odisha is a reputed and recognized clinical establishment providing speciality eye care services. It is equipped with various modern and state of art instruments & equipment, facilities and provides regular outdoor and indoor services in the domain of primary, secondary and tertiary eye care services.

The Trilochan Netralaya, (TN), situated in Sambalpur, Odisha is agreeable to enter into a resource sharing model of collaboration to provide opportunity for clinical teaching, practical training, internship training and placement of paramedical and allied health science students of CUTM.

The scope of the agreement would be as following:

- **Providing technical support for quality enhancement**
  - Periodic review for revision of curriculum to make it industry driven and technically upgraded
  - Play the role of external assessor
  - Support in quality monitoring of teaching learning pedagogy for quality assurance







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- Collaborate in faculty development and faculty hiring
- Transition towards virtual simulation practical training.
- **Providing internship opportunity under supervision in eye care clinical/ industry setup for**
  - 1 year during 7<sup>th</sup> & 8<sup>th</sup> semester as per course content of B. Optometry students for up to minimum 4 seats
  - 6 months for post completion of skill training course content of VT/RT/OA/OSA for up to minimum 4 seats
- **Providing placement opportunity in eye care clinical/ industry setup after campus interview for**
  - B. Optometry students after successful graduation
  - Diploma and Certificate courses after successful completion of the course
  - VT/RT skill development students after successful completion of the course and certification by HSSC.

That, both the parties agrees to implement the **project** whose details are given in Annexure-1.

The implementation of the project would take place in the **Trilochan Netralaya, (TN)**, situated in Sambalpur, Odisha and in the School of Paramedic & Allied Health Sciences (SPAHS), Centurion University of Technology & Management, Jatni campus.

The timeline for implementation of the project would be from August 17, 2020 onwards for a period of 3 years which may be extendable with due consent of both the parties.

The implementation of the project effectively and efficiently will be guided, supervised and implemented by an Executive committee which will periodically meet and review progress in implementation for expansion and improvement of clinical training services. The constitution of the committee and functioning of the committees will be guided by the Terms of reference and Scope of work defined respectively.







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The roles and responsibilities for implementation of the project would be shared between partners as per details given below: 32AA 377580

Roles of the first party:

1. The first party would select one nodal officer who would be the point person for day to day coordination, facilitation, review, monitoring of the progress of the project with the 2<sup>nd</sup> party to implement the project as per timeline.
2. The first party will nominate two officials for representing 1<sup>st</sup> party in the Executive committee like, Medical Director and Administrative Head.
3. The first party will be responsible for identification and deputation of suitably qualified doctors/ trainer for delivering quality training and skilling support, internal assessments, in the **Trilochan Netralaya, (TN)**, situated in Sambalpur, Odisha
4. The first party would remain responsible for monitoring the quality of the clinical teaching, internship training and placement of paramedical and allied health science students of Centurion University as part of project deliverables implemented by the 2<sup>nd</sup> party.
5. The first party would be responsible to give feedback based on monitoring observations to the 2<sup>nd</sup> party, highlighting any need for improvement in teaching pedagogy is observed in written, over telephone, through e-mail immediately/ as soon as possible.
6. The first party would coordinate and convene periodic (monthly/ quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 2<sup>nd</sup> party to facilitate implementation of the project as per timeline.

Roles of the second party:

1. The second party will select one nodal officer who would be the point person for day to day coordination, facilitation and necessary discussion with the 1<sup>st</sup> party to move the project as per timeline.
2. The second party will nominate two officials for representing 2<sup>nd</sup> party in the Executive committee like, Nominee of the Management; Dean, School of Paramedical and Allied Health Sciences; and Director, School of Paramedics and Allied Health Sciences, CUTM University.



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- 3 The second party would be responsible for applying, certification to state appropriate authority for transforming the School of Paramedics and Allied Health Sciences, CUTM as a clinical establishment as per statutory rules including registration of its graduated and certified students.
- 4 The second party will be responsible for upkeep and maintenance of various clinical infrastructure, facilities and equipment to provide clinical services like outdoor and investigation (pathology, radio diagnostic, optometry, cardiac care, dental care, physiotherapy etc.,) services in phased manner.
- 5 The second party would be responsible to undertake corrective actions immediately or within reasonable time to respond based on monitoring observations by the 1<sup>st</sup> party.
- 6 The second party would coordinate and convene periodic (quarterly) review meetings with the executive committee. This meeting would address solutions of problems that are put up by the 1<sup>st</sup> party to facilitate implementation of the project as per timeline.
- 7 The second party will be responsible for making due payments to the 1<sup>st</sup> party for all clinical training services and repay cost of consumables.

That, both the parties agree to work on a detailed project design and activities including resource sharing plans within one month of signing of this agreement.

That, the both parties agree to represent all the project activities and results as a joint initiative with use of the logo of both the parties for branding, visibility and representation in various forums.

That, the both parties agree to follow the following terms and conditions related to the contract implementation and would duly practice

- Any modification of the terms and conditions of the **agreement** would be done in writing after due discussion and documentation.
- Any modification of the design and plans of the **project** would be done in writing after due discussion and documentation.
- Any party desires to terminate the project before the set timeline or completion of the project due to non fulfillment of the roles and responsibilities as described above can do so after discussion and written notice to the other party.

In witness thereof, the Director, **Trilochan Netralaya, (TN)**, situated in Budharaja Sambalpur, Odisha and the Registrar, Centurion University of Technology & Management (CUTM), Bhubaneswar have set their hands this day and year to agree on the above written terms and conditions of the partnership.

*Shri Prasad Sahoo*

Signature  
Dr. Shiva Prasad Sahoo  
Chairman, Vision India Foundation  
& Director, Trilochan Netralaya  
Sambalpur, Odisha, India  
E-mail: [education@trilochan.org](mailto:education@trilochan.org)

*Anita Patra*

Signature  
Prof. Anita Patra,  
Registrar,  
Centurion University of Technology & Management  
Bhubaneswar, Odisha, India  
E-mail: [registrar@cutm.ac.in](mailto:registrar@cutm.ac.in)



Witness-1

Signature:

Name & Address:

Witness-1

Signature:

Name: & Address:

Brijayalaxmi Behera  
Brijayalaxmi  
Orkela, Sundarab.  
Bhubaneswar.

Witness-2

Signature:

Name & Address:

Witness-2

Signature:

Name: & Address:

Dr. Ashish Kumar Sen.  
Ashish Kumar Sen.  
Corporate office,  
CUTM  
17, Forest Park  
Bhubaneswar 751009.

Chin Prad Sela



Anita Patra





| Annexure 1  |  |   |   |   |
|---|--|---|---|---|
| TRILOCHAN NETRALAYA (TN)  |  |   |   |   |
| AND   |  |   |   |   |
| CENTURION UNIVERSITY OF TECHNOLOGY AND MANAGEMENT, Bhubaneswar and Paralakhemundi |  |   |   |   |
| PROPOSED PARTNERSHIP MATRIX   |  |   |   |   |
| FOCUS AREAS OF PARTNERSHIP  | ROLES AND RESPONSIBILITIES: TN   | ROLES AND RESPONSIBILITIES: CUTM  | RESOURCE SHARING MATRIX   |   |
|   |  |   | TN  | CUTM  |
| Technical support:  | Provide technical support towards: <ol style="list-style-type: none"> <li>Periodic review for revision of curriculum for technical up-gradation and making industry oriented</li> <li>Play the role of external assessor</li> <li>Support in quality monitoring of teaching learning pedagogy for quality assurance</li> <li>Collaborate in faculty development and faculty hiring</li> <li>Transition towards virtual simulation practical training.</li> </ol> | Provide managerial support towards: <ol style="list-style-type: none"> <li>Convene review platform for revision of curriculum to make it industry driven and technically upgraded</li> <li>Logistical support for external assessor</li> <li>Logistical support for periodic quality monitoring of teaching learning</li> <li>Logistical support for organizing FDP</li> <li>Logistical support and IT support</li> </ol> | Offsite staff deputation  | Pay honorarium to the technical resource person @ Rs. 2000/-/day<br>Logistical support during activity  |
| Training support:   | Provide clinical training opportunity towards: <ol style="list-style-type: none"> <li>1 year/ 6 months Internship program in clinical setup as routine internship under supervision</li> <li>Support for accommodation and food</li> <li>Arrange for stipends</li> <li>Provide Internship completion certificate</li> </ol>  | Provide managerial support towards: <ol style="list-style-type: none"> <li>Travel support for the student</li> <li>Visit the internship sites for collaborative monitoring</li> <li>Convene platform for students to take informed decision with their parents</li> <li>Student counselling</li> </ol>  | Institutional supports<br>*Free accommodation<br>*Subsidised food<br>*Stipend of Rs. 2000/- per month for 12 months to degree course student interns<br>*Stipend of Rs. 1000/- per month for 6 months to certificate & diploma course student interns | Logistic support<br>Resource sharing for UG & PG<br>@ Rs. 75,000 for 1 year/ student<br>@ Rs. 45,000 for 6 month / student as per terms and conditions<br>OR<br>@ Rs. 30000 for 1 year /student<br>@ Rs 15000 for 6 months/ student without accommodation, subsidised fooding and stipend support |
| Placement support:  | <ol style="list-style-type: none"> <li>Facilitate placement of CUTM students after due screening in the institution / industry</li> <li>Work together for planning and coordination</li> </ol>   | <ol style="list-style-type: none"> <li>Organize placement workshop</li> <li>Create industry ready professionals</li> <li>Provide domain &amp; soft skills training</li> </ol>   | Institutional cost  | Training support<br>Logistic support  |

SPAHS-TN Partnership matrix  
17 August 2020



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Anita



**WESTERN SYDNEY**  
UNIVERSITY



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# Memorandum of Understanding Institutional Collaboration for Dual Awards and Joint Higher Degrees

between

Western Sydney University  
and

Centurion University of Technology and  
Management

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# MEMORANDUM OF UNDERSTANDING

**This Memorandum of Understanding** is made on 07 March 2024.

**BETWEEN WESTERN SYDNEY UNIVERSITY ABN 53 014 069 881**

**(“Western Sydney University or WSU”)**

**AND Centurion University of Technology and Management**

**(“CUTM”)**

## 1. Purpose

- 1.1 This Memorandum is a non-binding statement of intention of both institutions named above to cooperate in arrangements that enable research students to undertake and be awarded dual awards or joint higher degrees for programs of study and research undertaken at both institutions.
- 1.2 This Memorandum records the goodwill of both institutions to commence exploring suitable arrangements.

## 2. Term and termination

- 2.1 This Memorandum remains in force for a period of five (5) years following signature by both parties unless terminated earlier. It may be renewed or extended for an additional five (5) year term with the written approval of both institutions.
- 2.2 Either institution may terminate this Memorandum by giving the other institution written notice at least one (1) year in advance of the proposed termination date. Any termination of this Memorandum does not affect any existing agreements due to expire after that termination date.

### 3. Status of this Memorandum

- 3.1 Subject to clause 3.2, this Memorandum does not create any legally binding relationship between the institutions, but by signing this Memorandum the parties express their intention to comply with its terms.
- 3.2 Clauses 7 (Privacy) and 9 (Media and Publicity) are intended to be binding.

## 4. Implementation details

- 4.1 The institutions will work together to identify opportunities for joint dual award or higher degree programs in specific fields of research, where degrees are awarded by both institutions. Each award will include certification stating that the award is made as a consequence of a conjoint arrangement between the institutions.

- 4.2 The number of candidates to be admitted to a dual award or joint research program will be agreed between both institutions each year.
- 4.3 Each conjoint arrangement will be the subject of a separate written candidature agreement signed by both institutions and the participating student that sets out specific details of that arrangement according to the requirements of both institutions, including:
- (a) details of the participating student;
  - (b) the participating faculties or schools of each institution;
  - (c) thesis title and research topic description;
  - (d) the maximum duration of the degree;
  - (e) length of residency at both institutions;
  - (f) minimum admission requirements, including English language requirements;
  - (g) any assessment or skills requirements (such as coursework or examinations) in addition to production of a thesis;
  - (h) how the degree will be administered, including supervision and examination arrangements;
  - (i) any requirements for ethics approval;
  - (j) access to research equipment and infrastructure and IT, office and study facilities (if required);
  - (k) regulation of student intellectual property rights, including use and protection of the student's research and publication of the student's thesis;
  - (l) financial arrangements, including tuition fees, student stipends or scholarships, oral defence costs, travel and support costs (including overseas health cover requirements);
  - (m) how any conflicts or disparities between policies of the two institutions will be managed;
  - (n) that the student will be subject to the policies, rules and regulations of both institutions for the period of their enrolment;
  - (o) any other matters that the institutions consider appropriate.
- 4.4 Both institutions recognise that higher degree research students may be subject to the requirements of the Australian Government's Australian Postgraduate Awards Scheme. If so, these requirements will be incorporated into individual candidature agreements between the institutions.
- 4.5 Overseas students studying in Australia and their overseas home institution will be required to comply with relevant Australian laws (such as the *Education Services for Overseas Students Act* 2000), including laws relating to immigration and visa requirements and enrolment of students.



- 4.6 Both institutions acknowledge the regulatory framework in which they operate. In the case of CUTM, it is the Guidelines for Research & PhD - <https://cutm.ac.in/research/ph-d-guidelines/>, and in the case of WSU, this is the Higher Education Standards Framework (Threshold Standards) 2021, overseen by the Tertiary Education Quality Standards Agency (collectively, '**Regulatory Requirements**'). The parties will cooperate to ensure compliance with the Regulatory Requirements in the conduct of dual award or joint research programs. If a party considers that the Regulatory Requirements are not being met at any stage, it will raise the matter with the other party and the parties will immediately take such reasonable steps as are necessary to ensure compliance is achieved.

## 5. General principles for joint programs

The general principles applying to dual award or joint higher research programs between the institutions include the following:

- (a) **Admission:** participating students must satisfy the admission requirements or criteria of both institutions.
- (b) **Enrolment:** students will be enrolled concurrently at both institutions according to the institutions' requirements. The student's primary institution will be the institution at which the student is first enrolled

For the purpose of this Agreement, an admitted Candidate will be enrolled in the programs at both Institutions as specified below:

At WSU: Doctor of Philosophy  
At CUTM: Doctor of Philosophy

- (c) **Duration:** the duration of candidature for PhD programs is usually 3 years. The maximum duration is 4 years and can only be extended in exceptional cases if approved by both institutions.
- (d) **Allocation:** the period of work that students are required to complete in both institutions will be set out in the individual candidature agreement. Students will bear load at only one institution at a time. The period of work that a Candidate is required to complete at each institution is either a 12-month or 18-month cycle, depending upon the area of research.
- (e) **Supervision:** each institution will assign a supervisor to jointly supervise and assess a student's work in accordance with the arrangements specified in the individual candidature agreement and make alternative supervisions arrangements as required.
- (f) **Conferral of awards:** a student who has fulfilled the requirements of the dual award program will be awarded a degree according to the details outlined in the Individual Candidature Agreement. Each testamur must contain an acknowledgement that it has been issued under a joint program between the two institutions.
- (g) **Withdrawal:** a student may withdraw from the program at an institution any time before submission of thesis. It will be up to each institution as to whether they allow the student to retain individual candidature with that institution.

- (h) **Tuition fees and scholarships:** tuition fees will be set out in the individual candidature agreement for each student. WSU and CUTM have agreed to waive tuition fees. The student may receive scholarships in accordance with each institution's rules.
- (i) **Student costs:** each student will be responsible for their own travel, accommodation and living costs, any student services or amenities fees payable to either institution, and appropriate health and other insurance cover.
- (j) **Ethics approval:** a student must not commence any research work in connection with a joint program unless and until ethics approval is given in accordance with the requirements of both institutions.
- (k) **Intellectual property rights:** a student will own intellectual property rights in the student's thesis. The institutions acknowledge that unless a candidate assigns or licences their intellectual property rights in writing, the student owns any intellectual property rights they generate under the program. Issues related to authorship and publication will follow the policies of both institutions. The Candidate is required to indicate his or her affiliation with both institutions in any published works.
- (l) **Examination protocols:** the examination protocols for specific programs will be as per the requirements of those programs and examination process will be managed according to the policies/regulations and processes of each institution. The principal policy at WSU for examination and awarding the degrees is the WSU 'Doctorate Policy'.
- (m) **Application of policies:** students must comply with all policies and rules of both institutions, including those relating to enrolment, academic progression, leave of absence, assessment, and accepted standards of research integrity and other conduct. Students will be required to undertake any review processes specified by either institution.
- (n) **Grievances and misconduct:** grievances and appeals, and academic misconduct processes will be managed in accordance with the home institution's policies. Any non-academic misconduct will be managed in accordance with the policies of the institution where the misconduct is alleged to have occurred, but that institution must notify the other institution.

## 6. Specific Program Conditions

- 6.1 Additional arrangements relating to specific programs may be recorded by means of adding Annexures to this Memorandum. On execution by both parties, such Annexures will form part of this Memorandum. To the extent of any inconsistency between the terms of an Annexure and these terms, the terms of the Annexure will prevail.

## 7. Privacy

- 7.1 Each party must at all times comply with their respective obligations under relevant privacy laws in connection with the collection, storage, management or disclosure of



personal information related to students.

- 7.2 It will be a condition of the written candidature agreement with individual students that the student consents to the institutions exchanging all relevant information and reports concerning the student's candidature.

## 8. Disclosure of foreign arrangements

The parties acknowledge that WSU may be required to disclose this Memorandum and any arrangements or transactions contemplated by this Memorandum to the Commonwealth Government of Australia pursuant to the requirements of the *Australia's Foreign Relations (State and Territory Arrangements) Act 2020* (Cth) ("**AFR Act**").

## 9. Media and publicity

- 9.1 Any public or announcements or statements (including to the media) about any of the matters dealt with in this Memorandum will first be agreed between the institutions before their release or publication.

## 10. Contacts

- 10.1 The contact details for Western Sydney University in respect of this Memorandum are:

|         |  |
|---------|--|
| Name    | Quang Vinh Nguyen                                      |
| Title   | Associate Professor, Associate Dean – Graduate Studies |
| Address | Locked Bag 1797, Penrith NSW 2751, Australia           |
| Email   | q.nguyen@westernsydney.edu.au                          |

- 10.2 The contact details for Centurion University of Technology and Management in respect of this Memorandum are:

|         |   |
|---------|---|
| Name    | Dr Anita Patra  |
| Title   | Registrar   |
| Address | Corporate Office<br>HIG-4 BDA Colony, Jaydev Vihar, Opposite Pal Heights<br>Bhubaneswar 751013, Odisha, India           |
| Email   | <a href="mailto:anita@cutm.ac.in">anita@cutm.ac.in</a> , <a href="mailto:registrar@cutm.ac.in">registrar@cutm.ac.in</a> |

## SIGNATURE PAGE

**SIGNED** for and on behalf of the )  
**WESTERN SYDNEY UNIVERSITY ABN** )  
53 014 069 881 by its authorised delegate: )  
)



\_\_\_\_\_  
Signature of authorised delegate

Professor Deborah Sweeney

\_\_\_\_\_  
Name of authorised delegate

Deputy Vice-Chancellor & Vice President  
(Research, Enterprise and International)

\_\_\_\_\_  
Position of authorised delegate

**SIGNED** for and on behalf of **Centurion** )  
**University of Technology and** )  
**Management** by its authorised delegate: )  
)



\_\_\_\_\_  
Signature of authorised delegate

Dr Anita Patra

\_\_\_\_\_  
Name of authorised delegate

Registrar

\_\_\_\_\_  
Position of authorised delegate