

MEMORANDUM OF UNDERSTANDING Academic and Research Collaboration



Between

INDIAN INSTITUTE OF TECHNOLOGY, HYDERABAD

And

MALLA REDDY ENGINEERING COLLEGE (AUTONOMOUS), HYDERABAD

This MoU is entered into on the day of 27th December 2021 between Indian Institute of Technology Hyderabad (hereinafter called IITH) situated at Kandi, Sangareddy, Telangana, an Institute of National Importance established by special act of Parliament of Republic of India

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Malla Reddy Engineering College (Autonomous), Hyderabad (hereinafter called MREC), an Engineering college affiliated to Jawaharlal Nehru Technological University, Hyderabad.

The aforesaid institutions are hereinafter referred to individually as institute and collectively as institutes.

1. Objectives of the MoU:

The objectives of this MoU are:

- a) To provide advice for improving technical education, academic research and continuing education activities at MREC
- b) To mentor and encourage faculty and students at MREC in academic activities in mutually agreeable areas of interest
- c) To exchange information on research and academics between IITH and MREC in mutually agreeable areas of interest

2. Areas of collaboration:

- a) A continuing Quality Improvement Programme to improve quality of teaching faculty at MREC through short-term/long-term user-oriented certificate courses at IITH. Faculty of IITH could also be deputed to MREC for necessary guidance/mentoring in academic activities based on mutually convenient terms.
- b) Provide academic interaction by delivering lectures to students at MREC by Prime Minister Research Fellowship (PMRF) Ph.D. Students of IITH.
- c) Provide necessary guidance in organizing Workshops/conferences and customized Faculty development programmes at MREC for enhancement of professional skills of faculty and students of MREC.
- d) Visiting and Utilizing academic infrastructure and their latest facilities of research in IITH by student and faculty members of MREC under the rules and regulations of IITH.
- e) To allow the applications for summer internship training for students of MREC at IITH for B.Tech IIIrd year students. In this matter, final selection will be done based on the existing protocols of IITH.

- f) Mentoring and guidance for academic infrastructural development at MREC.
- g) Joint supervision of research scholars and support for part time PhD for MREC faculty in mutually agreeable scopes, terms and conditions.
- h) Mentoring and guidance for students, non-teaching and faculty members at different Centres and Incubators of IITH in mutually agreeable scopes, terms and conditions.

3. Proposed modes of collaboration:

IITH and MREC propose to collaborate on the following based on mutually agreeable terms and conditions:

- a) Cooperation and promotion of education and training in areas of emerging areas.
- b) Any other appropriate mode of interaction agreed by IITH and MREC.

A specific plan will be worked out by the Institutes depending upon availability of resources. A specific agreement will be entered into for each activity, if necessary.

4. Terms and Conditions:

- a) The expenses incurred in development of academic infrastructure at MREC will be borne by MREC.
- b) The financial arrangements for continuing education to MREC teachers and students will be made on mutually agreeable terms.
- c) Travel and other expenses of IITH Faculty for the visits related to advice and mentoring, shall be reimbursed by MREC.
- d) The faculty members and students of MREC will be granted permission to visit IITH library facilities..
- g) This MoU may be amended, renewed and terminated by mutual written agreements of the Institutes at any time.

5. Confidentiality:

- a) IITH and MREC agree to hold in confidence all information/data designated by the Institutes as being confidential which is obtained from either institute or created during the execution of MoU and will not disclose to any third party without written consent of other Institute.
- b) The above confidential clause under this MoU excludes the information/data possessed by either Institute before entering into this MoU or independently developed and or information already available through public domain.

6. Duration of MoU and termination:

This MoU will take effect from the date it is signed by representatives of two Institutes. It will remain valid for **03 Years** and may be continued thereafter after suitable review and mutual agreement. Either Institution may terminate the MoU by giving written notice to the other Institution **03 months** in advance. Once terminated, neither IITH nor MREC will be responsible for any losses, financial or otherwise, which other Institutions may suffer. However, IITH and MREC will ensure that all activities in progress are allowed to complete successfully.

7. Nomination of Coordinators:

Each institution shall appoint one member of its teaching/research faculty to coordinate the programme on its behalf.

8. Intellectual Property Rights:

Intellectual property rights (IPR) that arise as a result of joint research and collaborative activity under the MoU will be worked out on case to case basis and will be consistent with officially laid down IPR policies of the two Institutes.

9. Arbitration Clause:

Dispute relating to any aspect of academic cooperation, Director, IIT Hyderabad and Director, MREC will jointly resolve the disputes, if any.

10. Signed in duplicate:

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the Institutes acting by their duly authorized Officers have caused this MoU to be executed, effective as of the day written above.

On behalf of IIT Hyderabad

Prof. B. S. Murty
Director, IIT Hyderabad

Witness 1

Witness 2

Witness 2

On behalf of MREC, Hyderabad

Dr. A. Ramaswam, Reddy
Director, Hyderabad

On behalf of MREC, Hyderabad

Witness 2

Witness 2

Witness 2

Witness 2

Witness 2





MEMORANDUM OF UNDERSTANDING

Between

T-Hub Foundation

And

Malla Reddy Engineering College

December 2021

This Memorandum of Understanding ("MoU") is entered into and effective as of 14th December of 2021

Between

T-Hub Foundation (hereinafter referred to as "**T-Hub**"), a Company registered under Section 8 of Companies Act, 2013, having its registered office at Catalyst Building, International Institute of Information Technology, Gachibowli, Hyderabad, Telangana – 500 032, represented by Mr. Ravi G Narayan, Chief Executive Officer(which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the FIRST PART

And

Malla Reddy Engineering College (Autonomous) [MREC], Maisammaguda, Dhullapally (Post Via Kompally), Secunderabad – 500100.represented by Dr. A. Ramaswami Reddy, Principal (which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its executors, representatives, administrators, successors and assigns) of the OTHER PART

"Party" shall mean either **T-Hub or Malla Reddy Engineering College** and "Parties" shall mean all four Parties **together**.

1. Objective of the MoU

An intent to collaborate is established by this MoU. In compliance with legal regulations, and adhering to the principles of equality, mutual benefits, mutual trust, mutual assistance and complementary advantages, both organizations agree to work towards a long-term mechanism to promote cooperation in innovation ecosystem, supporting technology driven startup companies and thus creating a holistic ecosystem for advancements in innovation in the country.

2. Commercial engagements

If there are any commercial engagements that comes up during the tenure of this MoU, the terms & conditions of the same shall be separately discussed and documented through a separate Agreement.

3. Third Party beneficiary rights

The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MoU shall not be construed so as to create such status. The rights, duties and obligations contained in this MoU shall operate only between the parties to this MoU and shall inure solely to the benefit of the parties to this MoU. The provisions of this MoU are intended only to assist the parties in determining and performing their obligations under this MoU. The parties to this MoU intend and expressly agree that only the parties signatory to this MoU shall have any legal or equitable right to seek to enforce this MoU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MoU, or to bring an action for the breach of this MoU.

4. Independent Contractors

It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.

Use of word "Partner" throughout this MoU is for the reference purposes and doesn't create a partnership relationship under the law.

5. Areas of cooperation

Launchpad Program

- a) Mentor Connect to e-cell students at T-Hub, college campus and neutral venues
- b) Visit to T-Hub and interaction with startup Founders
- c) Industry Academia meet to share best practices
- d) Internship and Recruitment opportunity with T-Hub startups
- e) Access to portal for rich content on Innovation and Entrepreneurship, case studies of successful startups and interviews of successful founders
- f) Opportunity to showcase innovative solutions to investors, mentors and industry leaders for funding, Incubation and adoption

6. Validity

This MoU shall be valid for a period of 1 (One) year from date of execution and as long both Parties are meeting their responsibilities as mentioned in clause 5 above.

7. Dispute Resolution

In the event of any dispute or difference or question arising between the parties out of or in relation to or in connection with this MoU, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the parties to reach an amicable settlement, Parties agree that a dispute be submitted for final award to arbitration proceedings as per the Indian Arbitration Act. Hyderabad, Telangana will be the venue of the arbitration proceedings and the arbitration will be held in the English language.

This MoU is governed by, and is to be construed in accordance with, the laws of India, without regard to its conflict of laws principles.

8. Trademarks

Neither Party shall use other's name, trademark, logo, or other markings outside its organization without express written consent of the other Party, which may be withheld by the Party owning the same at its sole discretion. Provided that the either party may use Other Party's name for credential purposes along with respective Party's prior written approval. In the event such approval

is granted, any use of either Party's trademarks shall be done in accordance with the guidelines provided by the respective Parties and both Parties shall not do anything which would negatively impact trademark, legally or reputationally of the other Party.

9. Termination

Subject to Clause 6 above, either Party may terminate this MoU with advance notice of 1 month, in writing, and cannot be held liable, in anyway whatsoever, if the objectives cannot be achieved. In the event of termination, any information gained from either Party by way of technical processes, and procedures in any published or verbal format shall be bound by the terms of Non-Disclosure Agreement as executed between the parties.

10. NOTICES

Any notice required or permitted to be given to a party under this MoU shall be in writing, shall be sent by post (registered or certified with postage prepaid), overnight courier of recognized international standing, personal delivery, or fax (if appropriate confirmation is received), or electronic mail (email)and shall be deemed to have been given when delivered:

Email ids

T-Hub: legal@t-hub.co with a copy to sharma.as@t-hub.co

Partner:

11. Entirety

This document contains the entire agreement between the parties regarding the subject matter of this MoU, and there are no other promises or condition or any other agreement whether oral or written. In any event this MoU shall supersede any such previous discussions, communications, promise or understanding, whether oral or written. This MoU is executed by affixing virtual signatures of the respective parties and shared through email.

12. Amendment of the MoU

If during the operation of MoU, circumstances may rise which call for alteration/Modification to this MoU, such alteration/modification shall be mutually discussed and agreed upon in writing with the approval of the appropriate authority of the Parties. Such changes will be formalized in writing as an 'Addendum' to this MoU and will be deemed to be a part of this MoU.

The Parties hereto agreed by placing their respective virtual signatures through their representatives duly authorized as such.

for & on behalf of T-Hub

for & on behalf of Malla Reddy Engineering

College

Principal

Malla Reddy Engineering College

Balsammaguda, Dhulapally,

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COLLABORATION PROTOCOL

Between:

Malla Reddy Engineering College, Autonomous (MREC (A)) with administrative autonomy, located at Campus 1, Dulapally Road Maisammaguda Post via. Kompally Rangareddy, Dt, Secunderabad, Telangana 500100, India, here represented by N. Sri Chandrahas empowered to act, below abbreviated as MREC(A);

and

O-PITBLAST, Lda., company dedicated to providing optimization services, control, safety and quality aimed to the extractive industry, specifically in rock blasting using explosives, based in Rua de Belém, nº 467, 4350-071 Porto, Portugal, with NIF 513831045, here represented by its partner Eng. Francisco Sena Leite, below abbreviated as O-PITBLAST.

1. Introduction

MREC (A) and O-PITBLAST Company, identified above, considered of much interest to promote the strengthening of scientific and technical cooperation between the two institutions, so that, through their legitimate representatives, celebrate the present Protocol.

2. Objectives

Considering:

- The need to promote closer works between university and the business world;
- The gains from the promotion of cooperative mechanisms that allow, and encourage, the joint participation of the parties in the technical-scientific activities and research;
- The extractive industry details and the importance of optimization of its various production processes;
- Be of prime importance to promote the research in the area of the Mining, keeping up a
 constantly evolving process and a practical confrontation of the results of its application in
 mining activity;
- The rock blasting an area in constant development, depending on his, many subsequent processes of valorization of mineral raw materials;
- Being fundamental suit the Mining Engineers training to new technic/technological realities of the use of industrial explosives in rock blasting and allow them to contact with planning methodologies currently under development with a view to optimizing processes at various levels.

The parties undertake to cooperate with each other with a view to achieving the following general objectives:

- Collaborate in long term in the research field, promoting the increase in the number of those who dedicate time to the study and development issues in the area of the Mining;
- Establish cooperation mechanisms that make possible joint participation in projects and studies;
- Contribute to develop, by various means, an innovative culture of cooperation University
 Enterprise, which results in better training to Mining Engineers;
- Develop innovative ways to increase productivity, service quality, image and competitiveness of the company O-PITBLAST the global market.
- The O-PITBLAST undertakes to provide up to 30 licenses of O-PITBLAST OP Platform Software totally free (for information purposes, a contributed benefit of 150000,00€) and an advanced training at mutually agreed prices and terms. The software will be installed by following the safety requirements demanded by the PITBLAST in university equipment and laboratories belonging to the same. O-PITBLAST also commits to keeping the software up to date according to the release of the latest version to date.

3. Actions to be taken

The proposed collaboration will be developed with the possibilities of each institution and carried out by:

- Conducting joint research projects;
- Collaboration in the implementation of specific projects requested by the business sector of the extractive industry sector;
- Stimulating debates, involving people of both institutions, leading to the definition of new research topics, both for undergraduate project, Master's Thesis or Doctoral Theses, to be held in MREC (A)
- Promotion of internships for students and/or young graduates by MREC (A);
- Mutual participation in conferences, symposiums, seminars, workshops and public initiatives;
- Implementation of training activities for various audiences;
- Participation of elements from O-PITBLAST in open classes/courses of Mining Engineering;
- Cooperation in the organization of specialized courses, including for the promotion of new practices that promote sustainability at various levels within the rock blasting with explosives;
- Participation in outreach initiatives of Mining Engineering for young people;
- Others to be defined.

4. Protocol Management

The management of this Protocol shall be secured by a representative nominated by each of the institutions that will have the privileged mission to establish results from it, that benefits both institutions.

From MREC (A), is designated Asst.Prof., Department of Mining Engineering at MREC(A), Mr. N. Sri Chandrahas and from O-PITBLAST, is designated COO, Eng. Francisco Sena Leite.

5. Duration, alteration and termination of the Protocol

This Protocol will last for one year, which can be renewed for the same period, by a writing express agreement of the parties. This agreement will set as an addendum to this Protocol. It may be revoked at any time by mutual agreement, expressed by any of the parties, within the principle of good-faith,

When a just cause situation for termination is considered, by prior written communication. During the term of the Protocol may be introduced alterations, which, by mutual agreement and after formalization, became an integral part of the Protocol.

6. Confidentiality

Each part agrees not to disclose, in any form, scientific and technical information belonging to the other part, while it is not authorized, or while such information is not in a public domain.

7. Conflict resolution

The parties undertake to settle, amicably, any dispute from the implementation of this Protocol.

8. Interpretation

The doubts raised by the application of the rules of this Protocol will be interpreted and clarified by agreement, within the general principle of interpretation most favorable for the execution of the express purposes.

Porto, Portugal, 1st March 2021

Malla Reddy Engineering College

O-PITBLAST

Dr. A. Ramaswamy Reddy

Director

Francisco Leite, O-Pitblast's COO

Mr. N. Sri Chandrabas, Asst. Prof., Department of Mining Engineering at MREC





MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding is made, between AirZaar, Inc. d.b.a. Strayos (hereinafter "Strayos") having its office at One Seneca Tower, 24th Floor, One West Seneca Street, Buffalo, NY 14203and Malla Reddy Engineering College(Autonomous) [MREC(A)], having it's office at Maisammaguda, Gundlapochampally, Medchal, Medchal - Malkangiri District, Telangana – 500100.

I. Agreement

MREC(A) and Strayos wish to enter into an agreement where Strayos provides a free user license to its software and training to MREC(A) So that MREC(A) can expand its curriculum to include software solutions and allow for additional joint research, experimentation, and marketing initiatives.

- 1. Strayos offers the following as per this MOU
 - A. Industry connection and Internship opportunities to MREC(A) students
 - B. Software Trainings
 - C. Remote Workshops
 - D. Project based Trainings
 - E. Seminars by Industry experts
 - F. One free (non-transferable, non- sublicensable) license of the Strayos product for use by MREC (A) faculty and/or students or for training purposes for other entities on MREC (A) projects only for educational purposes only. The license shall not be used for commercial purposes, shall not be allowed to be used by commercial entities, and shall not be used for the benefit of commercial entities without Strayos' express permission.

Any unauthorized use of the Strayos license shall result in either 1. Strayos' standard license fees being charged to MERC (A) according to the commercial fee structure in use at that time for the entire time of unauthorized use, 2. Immediate termination of the license and removal of access to data, or 3. Any combination of 1 and 2 or any other such action Strayos chooses to take in its sole discretion.

2. MREC(A) shall provide:

- A. Facilities to conduct training, counselling, interviews.
- B. Incorporation into their curriculum of the Strayos software
- C. Access to students, faculty, and other interested parties to learn the software
- D. Promotion of internships for students and/or young graduates

3.Both parties shall

- A. Conducting joint research projects
- B. Collaboration in the implementation of specific projects requested by the business sector of the extractive industry sector
- C. Stimulating debates, involving people of both institutions, leading to the definition of new research topics, both for undergraduate project, Master's Thesis or Doctoral Theses, to be held in MREC
- D. provide a single point of contact for coordination on broad policy issues and matters related to centralized operations
- E. Mutual participation in conferences, symposiums, seminars, workshops and public initiatives
- F. Participation in Quarterly Webinars with Strayos.

II. Terms and Conditions

Whereas the College is desirous of undertaking a joint project for the afore-mentioned scheme with the two parties of this Memorandum of Understanding, with the intention to be legally bound, except any commercial terms.

- 1. **Compensation.** Neither party shall receive payment from the other for expenses incurred in carrying out the objectives of this Agreement without prior written consent.
- Notices. Notices, statements, evaluations, reports, and other communications under this
 agreement shall be made in writing, including electronic mail. Electronic signatures from
 document sharing software or electronic copies of signed documents shall be binding on the
 parties.
- 3. Force Majeure. In the event of the non-fulfilment of the contract terms and conditions, due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc. no party will be responsible.
- 4. Liabilities. Neither Party be liable for each other's transactions or business.
- 5. **Breach of Agreement.** Both parties shall have the right to terminate the agreement, in case the College either fails to provide the services successfully as mentioned in the agreement, or violates any of the clauses mentioned in the MOU,

- 6. **Period of Validity.** This agreement shall be initially valid for two years from the date of signing the agreement and to be renewed subsequently by mutual consent of both the parties.
- 7. **Intellectual Property.** During the course of this Agreement, either may develop, invent, author or create certain intellectual property related to this Agreement ("Intellectual Property").

Software developments including feedback, suggestions, etc. Shall belong exclusively to Strayos. Jointly developed property such as research, marketing materials, business initiatives, shall belong to both parties with full rights in the property to each.

Property developed by students for Strayos during internships or projects shall belong to Strayos.

Parties shall assign, transfer, convey and deliver to the creating Party all of the right, title interest and benefit in and to all Intellectual Property including any and all patent applications for said Intellectual Property, divisions, continuations, or continuations-in-part thereof, and any reissues or reexaminations thereof, filed in any jurisdictions, and all patents which may be granted therefor, together with all claims for damages from past infringement of any rights in Intellectual Property.

Strayos shall have an irrevocable, unlimited right to use any data uploaded to the Strayos platform unless this right is later modified by another agreement.

8. Confidentiality, Non-Competition, and Non-Circumvention Agreements. The Parties may be exposed to confidential information of the other party during the course of this Agreement. All information shall be treated as confidential unless explicitly stated that it is not confidential by the disclosing party. The receiving Party is required to treat theinformation with at least the same degree of care they would handle their own information and may only share it on a need-to-know basis with 3rd parties. If shared with 3rd parties, then both MREC(A) and Strayos shall ensure that the 3rd party is bound by confidentiality agreements at least as strong as the one binding the Parties. Shared information must be kept confidential for 2 years from the date of disclosure unless such time as the information becomes public knowledge or is requested by a court. Should a Party be required to disclose the confidential information of the Party then they must provide the other party with sufficient notice to allow the other party to seek an injunction or other protective order for the confidential information.

The Parties shall not attempt to replicate the products or services of the other Party, assist in the creation of a competing product or service, or cause to be created a competing product or service.

9. Media.Both Parties shall have the right to use the other parties'Trademarks in marketing materials and for promotional purposes during the course of this agreement. Both Parties have the rights to make announcements regarding and promoting the relationship. Should either party object to the use of their branding in an announcement or promotion then they must

notify the other party in writing of the objection and the party has 10 days to correct or withdraw the objectionable material.

- 10. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other communications, whether written or oral, are hereby superseded. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- 11. Force Majeure. Neither party will be liable for losses, defaults or damages which result from performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it in the contract because of acts of God, the public enemy, acts of government, earthquakes, floods, typhoon, civil strife, fire or other causes beyond the reasonable control of the party so delayed in or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.
- 12. Arbitration. Any dispute arising with regard to any aspect of this Agreement shall be settled through mutual consultations and agreements by the parties to the Agreement.

For & on behalf of

MALLA REDDY ENGINEERING COLLEGE

(AUTONOMOUS)

Dr. A. Ramas

Director

Malla Reddy/Engineering College

(Autonomous)

In the presence Maisammaguda, Dhulapally, Ust Via Kompally), Sec Lad-509 100 For & on behalf of AirZaar, Inc. dba Strayos

Ravi Sahu

CEO

AirZaar, Inc.

In the presence of

Eng



MEMORANDUM OF UNDERSTANDING

BETWEEN



MALLA REDDY ENGINEERING COLLEGE (AUTONOMOUS)

(UGC Autonomous Institution, Approved by AICTE, New Delhi & Affiliated to JNTUH, Hyderabad). Accredited 2nd time by NAAC with 'A' Grade, Maisammaguda (H), Medchal-Malkajgiri District, Secunderabad, Telangana State - 500100, www.mrec.ac.in

AND



Corporate Address:

Plot no - 11, Raghavendra Nagar colony,

Kukatpally, Hyderabad, 500072,

Landmark - Opposite to SSD Grammar High School.

Mail Web: www.aimlanalytics.com

: support@aimlanalytics.com

Plot no - 11, Raghavendra Nagar colony, Kukatpally, Hyderabad, 500072, Mail : support@aimlanalytics.com Web : www.aimlanalytics.com



MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding (hereinafter referred to as the "MOU") executed this 9^{TH} day of January 2021 between the Malla Reddy Engineering College MREC (A) and AIML.

WHEREAS the MREC (A) is a Higher Educational Institution and autonomous educational institute dully approved by the AICTE, UGC (under Ministry of HRD, Govt. of India) & Accredited 2nd time by NAAC with 'A' Grade, to provide Technical education at under graduate and graduate level.

WHEREAS the AIML Analytics is emphasis on providing quality and productive technical services to technical institutions and startup companies to enhance skills and productivity.

WHEREAS both institutions desire to establish relations in the area of Industry Institute collaboration.

NOW therefore the two parties have agreed to cooperate as follows: -

1. AREAS OF COLLABORATION

- a) Technical Trainings
- b) Internship
- c) Technical Workshops
- d) Joint research projects/prototypes
- e) R & D cell establishment

Under the MOU shall be set down in a specific letter of agreement.

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MUTUAL OBLIGATIONS

- The two parties here to undertake to jointly solicit for funds including donor funds, research grants, contributions, subscriptions and such related funds for the purpose of realizing any or all the objectives of the collaboration.
- 2. The overall Memorandum does not entail any obligation for the two parties to fund any travels for researchers from the other institution. Provided that funds are available from elsewhere (e.g. concrete collaborative projects), both parties will facilitate practical arrangements related to study visits from the collaborating institution including office accommodation and necessary administrative functions to enable them to carry out programme objectives.
- 3. Both institutions shall seek waiver of duty and value added tax applicable on any equipment and materials for use by students and staff participating in this collaboration. As a general rule, the title and custody of any equipment acquired in the course of the collaboration shall remain with the host institution upon the expiry of that particular project as specified in individual 'agreements of collaboration'.
- Both institutions shall abide by current international guidelines on good research practice and ethics available in relation to all research activities.
- Both institutions further agree to bear the cost of administering the programme on such terms as shall be mutually agreed upon from time to time.



- 6. Both parties shall make rules governing the use of their respective facilities including laboratories, library and workshops where such facilities are used to conduct any of the functions of this collaboration as specified in 'agreements of collaboration' regarding each individual project.
- 7. Both parties jointly and independently agree to make available suitable facilities and personnel as and when required and on such terms as to fees, remuneration, insurance, and any other incidents thereto as specified in 'agreements of collaboration' regarding each individual project.
- The parties shall share both in gains and losses of the collaboration including skills, inventions/patents, profits and liabilities whether pecuniary or otherwise **provided** always Intellectual Property rights shall be shared equally.
- The parties shall keep each other indemnified against all damages to or losses resulting from the fault of their respective agents and/or servants.

MANAGEMENT OF THE COLLABORATION

Each Institution shall designate a coordinator to develop and coordinate the program activities.

The initial coordinators are Head of the Institute or the departments of CSE & IT, ECE, EEE and Mining for the MREC (A) and Managing Director for AIML. Notification of change or successor shall be in writing to the other party.

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INTELLECTUAL PROPERTY RIGHTS

All rights created by patent as a result of joint activity shall be shared by MREC and the AiML Analytics. Unless all the parties agree, no party shall individually, and without prior notice and consent of the others, file or obtain whether in India or abroad or elsewhere and anywhere any Intellectual Property Rights over any research materials or information under this Memorandum including properties, derivatives or processes including those that may utilize the knowledge of local communities regarding any product or process even such process has been modified to a more sophisticated level by synthetic or any other method. The Intellectual Property shall be in any event jointly owned by both parties. Regarding authors' rights, only co-investigators and other scientific staff that have contributed significantly to the study planning, fieldwork, data analysis and write-up, will be included as co-authors.

MATERIAL TRANSFER AGREEMENT

All materials transferred between the parties shall be subject to an acceptable 'material transfer agreement' signed by the parities and appended to the agreement of collaboration regarding the individual projects.

DURATION OF THE MEMORANDUM

This Memorandum of Understanding shall come into effect from the date of execution and shall remain in force for a period of Two years.

IMPLEMENTATION

All laws, rules and regulations issued by all parties shall be strictly always observed.

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SETTLEMENT OF DISPUTES

The parties shall first use reasonable endeavours to amicably settle disputes arising out of or in connection with this Collaboration Agreement.

Where a dispute has not been amicably resolved the parties shall enter into structured negotiation with the assistance of a mediator acceptable to both sides.

Where mediation fails the parties shall settle the dispute through arbitration, such arbitration shall be conducted under the rules of arbitration of the International Chamber of commerce by one or more arbitrators appointed in accordance with the said rules. The award of the arbitration shall be final and binding upon the parties.

FORCE MAJEURE

Either party shall promptly notify the other party, in writing, of any situation or event arising from circumstances beyond their control, which they could not have reasonably foreseen, and which make the performance of all or part of the parties obligations under this contract impossible. Upon notification of the occurrence of such a situation or event, the performance of this contract shall be deemed to be postponed for a period of time equivalent to that caused by the Force Majeure and reasonable period not exceeding one (1) week thereafter shall be allowed for remobilisation to continue the performance of the contract.

REVIEW AND AMENDMENTS

The Memorandum may be amended or revised if both parties agree. Such amendments or revision shall be effective from the date of signature

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Amendments may be decided at any time and shall be made in writing upon mutual consent of the parties.

TERMINATION OF MEMORANDUM

The memorandum of Understanding may be terminated with immediate effect by mutual agreement between the parties or by either party giving the other not less than six (6) months notice in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding this 9TH Day of January 2021.

SIGNED for and on behalf of the Malla Reddy Engineering College:

DIRECTOR

(Autonomous)

Malla Reddy Engineering College

In the Presence of:

SIGNED

For and on behalf of the (AIML):

Chief Executive Officer

(AIML Analytics)

In the Presence of:

Plot no - 11, Raghavendra Nagar colony, Kukatpally, Hyderabad, 500072, Mail : support@aimlanalytics.com Web : www.aimlanalytics.com