

## Memorandum of Understanding

This Memorandum of Understanding ("MoU") is signed on 5<sup>th</sup> February 2024 ("Execution Date")

### BY AND BETWEEN

**IITM Pravartak Technologies Foundation**, a Section 8 company registered under Companies Act 2013 with (CIN: U73100JHARKHAND 2020NPL135863) having its office at B1-05, Block-B, 5th Floor, IITM Research Park, Kanagam Road, Taramani, Chennai- 600113 represented by **Dr M. J. Shankar Raman, CEO**, (hereinafter called 'IITM Pravartak'), which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, designates and permitted assigns as "**First Party**".

### AND

**JHARKHAND UNIVERSITY OF TECHNOLOGY (JUT), RANCHI Jharkhand** is constituted as Jharkhand University of Technology, Ranchi, and having its office at Science and Technology campus, Sirkha Toli, Namkom, PIN-834010, Jharkhand, (hereafter referred to as "**Jharkhand University of Technology**"), which expression, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, designates and permitted assigns as "**Second Party**".

The Jharkhand University of Technology Jharkhand, Ranchi, and IITM Pravartak shall hereinafter be referred to collectively as "**Parties**" and individually as "**Party**".

### RECITALS:

**A. IITM Pravartak Technologies Foundation (IITM Pravartak)** is a section 8 company funded by the Department of Science and Technology and registered under the Companies Act 2013. Its objectives are to impart training, perform research, and enable, promote, and incubate new technologies innovations, and start-ups for the use of technology developed at IITM for Industry and Society.

**B. Whereas Jharkhand University of Technology, Ranchi Jharkhand** functions as the designated nodal agency for facilitating Education, Research, Development, and Incubation. Towards achieving this, the **Jharkhand University of Technology** is open to assisting the investors in getting all pre-project clearances, and infrastructure support such as land, power, water, etc. on its campus, **JUT, Jharkhand, Ranchi** has also established an incubation center to promote, facilitate and expand industry-academia collaboration to enable a thriving startup ecosystem towards developing future-ready and industry- ready workforce and fostering innovation in the state.





C. Whereas the Parties are desirous of executing this MoU to record their intent to collaborate towards the economic growth targets and development goals of the State of Jharkhand.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements set forth herein, the Parties hereby enter this MoU, pursuant to the prevailing laws and regulations:

## I. PURPOSE AND OBJECTIVE

1. The Parties agree and acknowledge that the purpose and objective of this non-exclusive and, subject to **Clause III** below, non-binding MoU is to establish a framework to increase collaborative initiatives between JUT, Ranchi and IITM Pravartak's academic courses/ programmes, innovation network and spin-out businesses, in Jharkhand by encouraging and facilitating engagements with IITM Pravartak's management, faculty, and the rest of the IITM Pravartak's business communities.
2. Jharkhand University of Technology, Ranchi Jharkhand intends to actively engage with IITM Pravartak's, academic and innovation communities, to facilitate Research, innovation, startups, and entrepreneurship through collaboration, to share information, knowledge and best practices in higher order talent and workforce development, to promote ease of doing business.
3. IITM Pravartak agrees to actively engage with industries and academic institutions in Jharkhand through collaboration with, and support of, various initiatives undertaken by the Government of Jharkhand and or Jharkhand University of Technology, Ranchi Jharkhand in industry-academia collaboration.
4. This MoU will act as a framework for Jharkhand University of Technology Jharkhand, Ranchi-and IITM Pravartak and will be the foundation for bilateral cooperation.

## II. AREAS OF COOPERATION

**Annexure 1** to this MoU provides illustrative, non-exhaustive guidelines on the activities to be undertaken by the Parties to further the purpose and objective of this MoU. The Parties may mutually agree on further activities and collaborations from time to time. The details of each collaborative activity will be defined in specific legally binding implementation agreements between Jharkhand University of Technology, Ranchi and IITM Pravartak and/or between Jharkhand academic institutions affiliated to Jharkhand University of Technology, Ranchi Jharkhand and IITM Pravartak. This MoU does not itself create any legally binding obligations on the Parties for any activity contemplated under this MoU until a specific legal binding agreement has been executed by the Parties with respect to that activity.





### III. MISCELLANEOUS

#### 1. Partnership or Agency:

- a. By this MoU, IITM Pravartak does not intend, nor does it agree, to act as an agent of the State Government of Jharkhand or any other foreign principal, as defined under applicable statutes and regulations, including the Foreign Agents Registration Act of 1938 (the "FARA"), Title 22, United States Code, Section 611 et seq. All activities undertaken by the IITM Pravartak pursuant to this MoU (and any subsequent memorandum of understanding or agreement) are intended to promote only the bonafide trade, commercial, industrial, and/or financial operations of its members.
- b. The Parties are independent institutions, neither Party shall have any right, power, or authority to enter into any agreement, or incur any obligation or liability, for, or on behalf of, the other. Nothing in this MoU shall be interpreted or construed to create an association or partnership between the Parties, deem them to be persons acting in concert, or to impose any liability attributable to such relationship to either of them, nor shall either Party be deemed to be the agent of the other, or entitled to commit or bind the other Party, in any manner, for any purpose.
- c. Nothing in this MoU shall create or be deemed to create any third-party beneficiary rights in any Person not a party to this MoU.

#### 2. Representations and Warranties:

Each Party hereby represents and warrants that (a) it is duly organized and validly existing under applicable laws; (b) it has full power and authority to execute and deliver this MoU; (c) its signatory is duly authorized to execute this MoU for and on behalf of the relevant Party; and (d) it has all the requisite legal and organizational power to carry out and perform its obligations under the terms of this MoU.

#### 3. Term of MoU:

The MoU shall remain in force with initially for a period of 5 years and further extendable as mutually agreed between the parties for such period and term as agreed or until legally binding agreements are signed, whichever is earlier.

#### 4. Termination:

The MoU can be terminated by either Party at any time by giving two months' prior notice to the other Party.

Each Party shall treat and ensure that its directors, partners, members, office bearers, officers, managers, members, employees, legal, financial, and professional advisors (collectively, "**Representatives**") shall treat as strictly confidential, and not reveal to any





third party without the prior written consent of the other Party, any confidential information received or obtained from the other Party because of entering or performing this MoU.

**Exceptions:** The provisions of this Article shall not apply to:

- a. disclosure of information that is or becomes generally available to the public other than because of disclosure by or at the direction of a Party or any of its Representatives in violation of this MoU.
- b. disclosure by a Party to its Representatives provided such Representatives are bound by similar confidentiality obligations.
- c. disclosure, after giving prior notice to the other Party to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required by law or legislative or judicial or regulatory process.

The obligation of confidentiality created pursuant to this clause will be in force for a period of 2 years after termination or expiry of this MoU.

**5. Intellectual Property:**

- a. All intellectual property rights of a Party developed/acquired prior to or independently of this MoU ("**Pre-Existing IP**"), shall belong exclusively to such Party, and this MoU shall not be construed as giving either Party any rights over such Pre-Existing IP of the other Party. The ownership of intellectual property that is or will be developed because of the activities under this MoU will be agreed upon in a separate agreement specific to each activity.
- b. Each Party is given limited rights to use the trademark/tradename/logo of the other Party for the purpose of any press releases or promotions related to the objectives of this MoU or, with prior permission of the Parties, to form part of any presentations made by either Party under this MoU.

**6. Data Privacy:**

Parties agree that no personal data shall be disclosed to the other Party until the other Party has signed a legally binding agreement to ensure compliance with applicable data protection laws as may be in force from time to time.

**7. Modifications:**

This MoU may be amended only by an instrument in writing signed by duly authorized representatives of each of the Parties.

**8. Notice.**

A notice or other communication given under or in connection with this MoU shall be:

- a) in writing.
- b) in the English language; and
- c) sent by the Permitted Method (as defined below) to the Notified Address (as defined below).





The “**Permitted Method**” means any of the methods set out in the first column below, the second column setting out the date on which a Notice given by such Permitted Method shall be deemed to be given; provided that, the Notice is properly addressed and sent in full to the Notified Address:

Permitted Method	Date on which Notice is deemed given:
Personal delivery	When delivered at the Notified Address during the business hours with proof of acknowledgment.
Registered or registered airmail or courier	10 (ten) Business Days after posting.
Electronic mail	Instantly on receipt.

The “**Notified Addresses**” means the address, for each of the Parties as set out below:

**Jharkhand University of Technology, Ranchi Jharkhand:**

Address	JHARKHAND UNIVERSITY OF TECHNOLOGY, RANCHI and having its office at Science & Technology Campus, Sirkha Toli, Namkom, Ranchi PIN-834010.
Phone number	8252913860 (Official)
Email ID	vc@jutranchi.ac.in, registrar@jutranchi.ac.in juteestablishment@gmail.com
For the attention of:	Vice Chancellor, Jharkhand University of Technology Ranchi, Jharkhand 834010

**IITM Pravartak:**

Address	IITM Pravartak Technology Foundation, B1-05, B BLOCK, 5 <sup>th</sup> floor, IITM RESEARCH PARK, KANAGAM ROAD, TARAMANI, CHENNAI-600113
Phone number	044-6900 0000
Email ID	coordinator@pravartak.org.in
For the attention of:	CEO- Pravartak Technologies Foundation

**9. Dispute Resolution:**

- In the event of any dispute between the parties, in the first instance, it shall be resolved mutually by a discussion between the authorized representative of IITM Pravartak and the authorized representative of Jharkhand University of Technology, Ranchi.
- In the event of non-resolution, the matter shall be referred to arbitration to be held at Ranchi /as per the Arbitration and Conciliation Act 1996 as amended. If the parties are unable to agree upon a sole arbitrator, each party may nominate an arbitrator who shall jointly appoint a presiding arbitrator. Costs shall be shared equally. The place of arbitration shall be that of the defendant's place and the language shall be English.



*[Handwritten signature]*



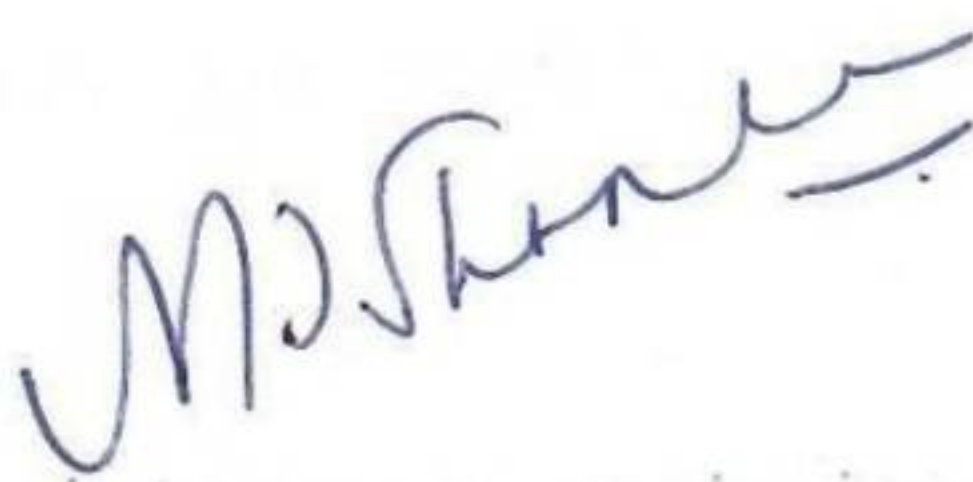
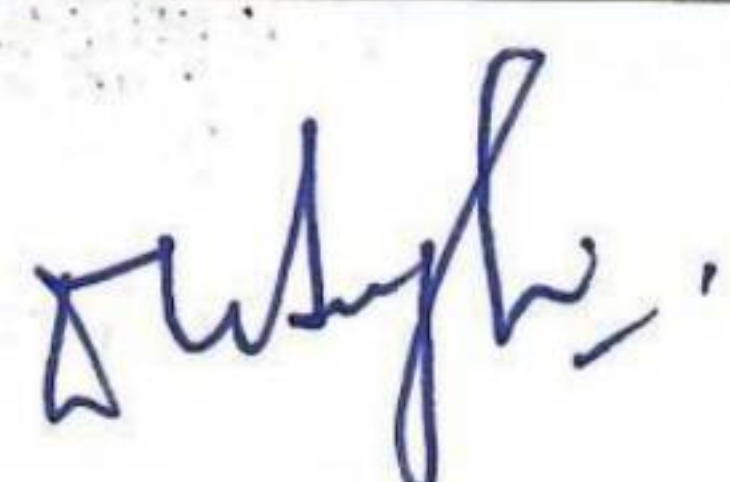
**10. Severability:**

If any provision, paragraph, sentence, or word of this MoU is declared void by a Court of competent jurisdiction; then the provision, paragraph, sentence, or word will be severed from this MoU, and the remainder of the MoU will remain in effect.

**11. Counterparts:**

This MoU may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in 'portable document format' (.pdf) shall be as effective as signing and delivering the counterpart in person.

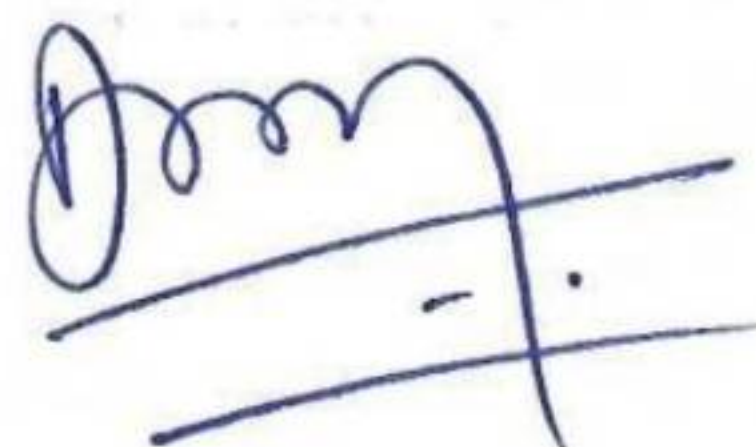
The undersigned being duly authorized hereto, have signed this MoU.

Acceptance for IITM Pravartak	Acceptance for Jharkhand University of Technology, Ranchi Jharkhand
 <b>Dr. M. J. Shankar Raman</b> Chief Executive Officer IITM PRAVARTAK TECHNOLOGIES FOUNDATION IIT Madras Research Park, Tharamani, Chennai – 600113	 <b>Vice-Chancellor</b> Jharkhand University of Technology Ranchi
<b>CEO</b> <b>Dr. M.J Shankar Raman</b> <b>IITM Pravartak Technologies Foundation</b>	<b>Vice Chancellor</b> <b>Prof. DK Singh</b> <b>JUT, Ranchi Jharkhand</b>

Witness: IITM Pravartak

Witness: JUT, Ranchi

  
**G. Veeraraghavan**  
GM - Operations  
IITM PRAVARTAK TECHNOLOGIES FOUNDATION  
IIT Madras Research Park  
Taramani, Chennai - 600113



Date: - 05-02-2024

Place.....



## Annexure 1

COLLABORATION BETWEEN IITM PRAVARTAK – JHARKHAND UNIVERSITY OF TECHNOLOGY, RANCHI, JHARKHAND.

### PROPOSED AREAS OF ENGAGEMENT

**JHARKHAND UNIVERSITY OF TECHNOLOGY, RANCHI, JHARKHAND to work with IITM PRAVARTAK on the following areas:**

- a. Recognizing IITM Pravartak as one of the key knowledge partners in improving the education, innovation, and skill development ecosystems in deep-tech disciplines in Jharkhand, through IITM Pravartak's skill development initiatives.
- b. Facilitating connections between IITM Pravartak and other innovation hubs and incubators both within and outside Jharkhand.
- c. Connecting IITM Pravartak with Jharkhand State universities to explore student mobility activities and any other potential activities or areas of mutual interest.
- d. Facilitating relevant partnerships and collaborations for IITM Pravartak's Incubatees and provide awareness on the incentives as per the Jharkhand R&D Policy.

### **1. Engagements – IITM PRAVARTAK to:**

- a. Support Jharkhand Industries and Academic bodies looking for knowledge partnerships in Innovation, Incubation, Design, and setting up of Research Parks.
- b. Connect the government of Jharkhand with IITM Pravartak's Incubatees to facilitate relevant tech commercialization-based collaborations and Partnerships.
- c. Partner with the Govt. of Jharkhand and Academic Institutions in launching industry-relevant course programmes for creating a workforce skilled in engineering and design disciplines. IITM Pravartak will provide technical inputs and Jharkhand University of Technology, Ranchi to academic institutions in Jharkhand on improving the curricula of engineering subjects.
- d. IITM Pravartak is expected to nominate a subject-matter expert in this regard to participate in the curriculum reform initiatives of Jharkhand University of Technology.





This MoU is not intended to be legally binding on the Parties but expresses the spirit of the co-operation and the best intentions of the Parties to achieve the purposes stated herein.

This MoU cannot be used for any other purposes except for which it is meant, and will exclude purposes such as financing, advertising, assurance of any commitments on behalf of Government of Jharkhand to third parties etc. IITM Pravartak understands that there is no commitment on part of the Government of Jharkhand or its departments to procure/ purchase goods / services produced by IITM Pravartak under this MoU.

**IN WITNESS WHERE OF, the Parties hereto have hereunto set and subscribed their hands on the 5<sup>th</sup> Day of February 2024 at IITM Campus, Chennai.**

#### **Annexure 2**

##### **Contact Points**

<b>IITM PRAVARTAK</b>	<b>1. Dr M. J. Shankar Raman</b> <b>CEO</b> <b>ceo@pravartak.org.in</b> <b>2. Mr. Veeraraghavan</b> <b>GM- Operations</b> <b>veer@iitmpravartak.net</b>
<b>Jharkhand University of Technology,, Ranchi</b>	<b>1. Prof. D.K. Singh</b> <b>Vice Chancellor</b> <b>vc@jutranchi.ac.in</b> <b>2. Mr. Nishant Kumar</b> <b>Asst. Registrar</b> <b>ar@jutranchi.ac.in</b>

