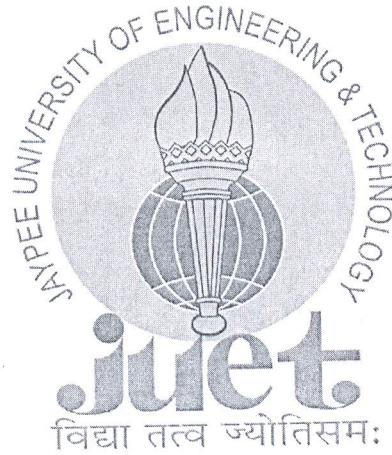


MEMORANDUM OF UNDERSTANDING

BETWEEN



Jaypee University of Engineering and Technology

and



Consilio Intelligence Research Lab, Noida, UP, India

[Handwritten signature]
For Consilio Intelligence Research Lab Pvt. Ltd.



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Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereafter called as 'MoU') is

BETWEEN

Jaypee University of Engineering and Technology, an autonomous private university located in Raghogarh, Guna, has its administrative and Head office at Guna, Madhya Pradesh, India, being (hereafter referred to JUET, Guna), the FIRST PARTY

AND

Consilio Intelligence Research Lab, Noida, UP, India, Consilio Research Labs, Noida is an organization involved in research in the areas of advanced technology such as IOT, Machine Learning, Artificial Intelligence and Cloud Computing having its registered office at C-276, Sector 63, Noida, UP, INDIA (hereafter referred to CIRL, Noida), the SECOND PARTY.

Jaypee University of Engineering and Technology and the Consilio Intelligence Research Lab, Noida shall be from now on collectively referred to as the "Parties" and individually as the "Party" for the sake of brevity where the context shall so require.

WHEREAS

Jaypee University of Engineering & Technology, Guna has been established vide Government of Madhya Pradesh gazette extraordinary No.3 of 2010 dated 29th April 2010 as a first private university in the State of MP under the provisions of MP Niji Vishwavidyalaya Adhinyam 2007. The UGC has notified the university under section 2(f) of the UGC Act, 1956 and accredited by NAAC with Grade "A" in the first cycle of Accreditation in 2016. It was established as a Jaypee Institute of Engineering and Technology, Guna, in 2003, based on the MoU signed between Jaiprakash Sewa Sansthan (a not-for-profit trust) and the Government of Madhya Pradesh.

WHEREAS

Consilio Intelligence Research Lab, Noida, UP, India (hereafter called CIRL, Noida), a non-profitable organization registered under Section 8 of Company Act, 2013.

JUET, Guna and CIRL, Noida have agreed to work for joint collaboration on the broad areas which are mentioned below:

ARTICLE 1: Both parties agree to participate in following collaborative activities on the basis of equality and reciprocity

To promote capacity building programmes launched by JUET/CIRL for better employability and entrepreneurship in the synchronization with nation building programmes.

To support the visits and internship of students for the purpose of academics, research, training and publications, etc.

Extend cooperation for organizing workshop, seminars, conferences, training programmes jointly for the industry and academia, whenever and wherever feasible and preferential treatment to each other in levy of participation, facility use, hostel and guest houses etc.



Provide and share each other's Brochures/Flyers, Reading/Course Materials, Programme informations etc.

Joint work on the development of Prototype and R&D, development of online platforms and web tools for broader dissemination of technologies.

The scientist/faculty members of both parties may be included as resource persons for delivering lectures/talks on specialized topics in different academic/scientific programmes.

Other objectives as may be necessary from time to time and mutually agreed upon.

ARTICLE 2: Effective date and duration of MoU

This MoU shall be effective from the date of its approval by competent authorities of both parties.

Duration of the MoU shall be for a period of 5 years from the effective date.

Either party can revoke this MoU by giving one month notice.

ARTICLE 3: Financial Obligations

There will be no financial obligation/binding on any of these two organisations.

ARTICLE 4: Intellectual Property (IP) Rights:

CIRL and JUET agree to respect each other's rights to intellectual property. Intellectual Property rights that arises as a result of any collaborative research or joint activity under this MoU would be subject to operate written agreements on ownership and management of such IP and each party agrees to respect ownership of IP of other parties in all dealings, consistent with officially laid down Intellectual Property Rights(IPR) policies of partner institutions.

ARTICLE 5: Confidentiality

Confidential information includes all communication of information/ideas disclosed/delivered in documentary or tangible form between the parties, including oral, written and machine-readable form, pertaining to the purpose of visit/exchange of students. In case of such information disclosed orally or visually, the disclosing party shall confirm in writing the fact and general nature of each disclosure within thirty (30) days after it is made. The party disclosing the Confidential Information shall be referred to as Disclosing Party. The Party receiving the confidential Information shall be referred to as the Receiving Party.

1. Confidential Information includes the information
 - I. Disclosed by or on behalf of the Disclosing Party to the Receiving Party.
 - II. Otherwise learned or ascertained by the Receiving Party from Inspection and /or evaluation of samples/data identified by the Disclosing Party as confidential and provided to the Receiving Party by or on behalf of the Disclosing Party (samples/data) and/or, otherwise learned or ascertained by the Receiving Party to the Disclosing Party.



For Consilio Intelligence Research Lab Pvt. Ltd.

M. J. J.
Director

1. The obligation of non-disclosure of confidential information shall survive for three (03) years after expiry/termination of this MoU.

ARTICLE 6: Amendments

Any amendment and/or agenda to the agreement shall be written and signed by both the parties.

ARTICLE 7: Resolution of disputes

Each Party to this MoU shall assume the responsibility and liability for the acts and omissions of its own employees, Deputies, officers or agents, in connection with the performance of their official duties under this MoU. All the disputes in regard to this MoU will be settled mutually.

ARTICLE 8: Arbitration

In case there be a dispute related to any aspect of academic or research collaboration, JUET and CIRL will jointly resolve the dispute in a spirit of independence, mutual respect and shared responsibility.

ARTICLE 9: Warranty Authority

The person(s) executing this agreement on behalf of the parties represent and warrant that each has been duly authorized to execute this MoU on behalf of the parties and will legally bind the institution to all of its terms, performance, and provisions.

Neither party shall have the authority to represent or otherwise bind the other party, nor shall any of their respective agents, employees or representatives be construed to be the agent, employees or representative of the other.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the parties, have on behalf of the parties signed the present Memorandum of Understanding in two originals at Noida, on this day ~~June 29, 2018~~

For and on behalf of JUET



Prof. Vipin Tyagi
Jaypee University of Engineering and
Technology, Guna – MP
Date : 29/6/2018



Date: June 29, 2018

For Consilio Intelligence Research Lab Pvt. Ltd.
For and on behalf of CIRL



Dr. Mayank Singh
Executive Director
Consilio Intelligence Research Lab
Noida – UP

Date: 29/06/2018