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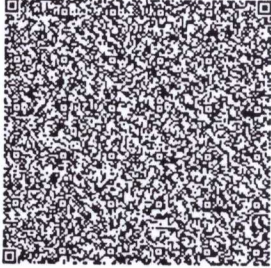


सत्यमेव जयते

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Description of Document : Article 37 Note or Memorandum
Description : M O U
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MEMORANDUM OF UNDERSTANDING

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

By and between

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

And

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

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Whereas,

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

1. **Purpose**

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

The objectives of the lab:

MoU between DSINDIA & JITM Trust



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DEEPAK KUMAR GARG
DIRECTOR, FINANCE



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

This Lab shall be accessed by:

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

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

2. Financial arrangement for the Lab

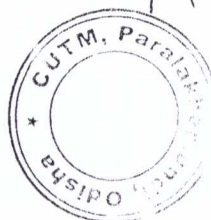
2.1 Subject to the terms of this MOU, DSINDIA will contribute funds to the **JITM** to set-up the **LAB** at the **COLLEGE** premises. The funds will be contributed by DSINDIA as per the details mentioned in **Annexure I**.

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

2.3 These funds shall be used for:

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

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

3. Responsibilities and Mechanism to run the Lab

3.1 DSINDIA's Responsibilities

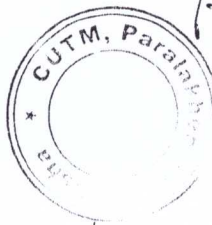
- a) To Provide financial and management expertise
 - i. Funding as specified in Section 2.1 above
 - ii. Management expertise to set up the Lab and make this program a success
- b) To define initial projects on VR and AR to be performed by the students in the lab
- c) To provide technical knowhow and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

3.2 TRUSTS' Responsibilities

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

3.3 Joint Responsibilities of all the parties

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



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

SPOC details:

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

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

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

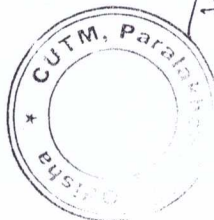
3.4 Mechanism to make the Lab self-sustaining:

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

4. Term

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

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DEEPAK KUMAR GARG
DIRECTOR-FINANCE

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

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

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

6. **Branding**

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

7. **Review and Monitoring**

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

8. **Miscellaneous**

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

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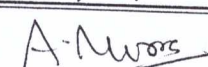
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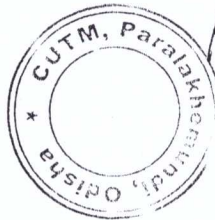


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DIRECTOR - FINANCE

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

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

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





Annexure I

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

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

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



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DEEPAK KUMAR GARG
DIRECTOR-FINANCE



Valid for three months from date of issuance

दिनांक
Date

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