

Memorandum of Understanding (MoU)

Between

**Centurion University of Technology and Management
and
WIPRO ENTERPRISES (P) LIMITED**

This Memorandum of Understanding is made on the **30th July, 2020** (“Effective Date”)

BETWEEN

Centurion University of Technology and Management, 17, Forest Park, Bhubaneswar 751 009, Odisha (hereinafter referred to as **“Institute”**)

AND

Wipro Enterprises (P) Limited (through Wipro 3D division), a company incorporated under the provisions of the Indian Companies Act 1956, having its business office at No.88, 5th floor, SB Towers, M G Road, Bangalore 560001 (hereinafter referred to as **“Industry Partner”**)

(collectively “Parties”)

whereas this Memorandum of Understanding (hereinafter called “MOU” sets out the understanding of the Parties’ intention to collaborate with each other.

Background:

1. The “Institute” is a private state Skill University (recognized by Act no. 4, 2010 of the Odisha Assembly) and accredited by NAAC with an ‘A’ Grade. It is also recognized as a Center of Excellence by the Ministry of Skill Development & Entrepreneurship, the only University in India to achieve this distinction, besides being a UGC 12B status and DSIR registered higher education institution. It is also ranked among the top 20% universities in India by the NIRF.
2. The “Institute” aims to set up a 3D Printing and scanning center under the aegis of its Center of Innovation and Entrepreneurship (CIE) that is supported by Startup Odisha, MSME Department, Government of Odisha
3. The “Industry Partner” is a strategic initiative of Wipro in advanced manufacturing with credentials of fulfilling several strategic missions and engineering projects of the government and industries at both national and international levels. The “Industry Partner” is involved in several projects connected with plastic AM (3D Printing) and metal AM with emphasis on Laser Powder-Bed Fusion, Electron Beam Powder-Bed Fusion, Process Simulation, DfAM, Material Development, Testing, Validation, Characterization and Certification of metal AM parts.
4. The Parties broadly follow the principles of innovative design and manufacturing practices for fulfilling the identified needs of their respective stakeholders with unyielding commitment to ethics and professional integrity.
5. The Parties have identified an opportunity to collaborate in respect of design and

manufacturing with core emphasis on 3DP to their mutual benefit whereby the Parties will provide to one another a range of services and solutions in accordance with the terms and conditions of this MoU.

In consideration of the above recitals and the mutual benefits to derive hereafter, the parties agreed to enter into a MoU as follows:

1.0 Scope

1.1. Collaborative projects with funding from strategic sectors and ministries

1.1.1. Both parties shall collaborate for executing the project at CUTM encompassing the following activities –

- 1.1.1.1. Supply of 3DP printing system as per mutually agreed terms
- 1.1.1.2. Supply of 3D Scanner as per the mutually agreed terms
- 1.1.1.3. Competency development of the faculty in the relevant domains
- 1.1.1.4. Competency development, design & delivery of skill development and academic programs for the students
- 1.1.1.5. Research and innovation projects

1.1.2. “Industry Partner” & “Institute” shall collaborate from the stage of conceptualization to execution of design, development of AM/3DP projects in alignment with the funding guidelines of government agencies such as the DRDO, Department of Space (Human Space Mission), DST, DSIR, DAE, DHI, MHRD, AICTE, CSIR, UGC, and GITA.

1.1.3. The parties may carry out projects under this Agreement by executing mutually agreeable proposals, which shall include details such as objectives, primary and secondary outcomes, methodology, duration, progress review mechanism, budget and deliverables. The projects that are identified for submission under this agreement will be formulated, reviewed and approved by “Institute” and “Industry Partner” prior to the submission to the respective funding organizations.

1.1.4. The designation of the PI and Co-PI for each of the projects will be done with mutual approval, in-line with the requirements of the project execution and realization of the project obligations.

1.1.5. Work sharing and budget sharing for each of the projects will be defined and mutually agreed prior to the project submission. The execution of the project and after the receipt of the project sanction will adhere to the agreed framework.

1.1.6. The “Parties” are cognizant of the fact that the IP guidelines for each of the sponsored projects have to comply with the guidelines of the

respective funding agencies and hence the same will be discussed on project-to-project basis and finalized with mutual consent for fulfilling the project guidelines.

1.2. Industry sponsored research and consultancy:

1.2.1. The “Parties” agree to jointly explore and carry out consultancy and research projects funded by the industries. The scope, mutual roles and responsibilities, budgetary provisions and execution methodologies will be developed and mutually agreed on project to project basis. The “Parties” agree to identify project specific PoC (Point of Contact) for ensuring fulfillment of identified project opportunities and ensuing obligations.

1.3. Academic and Skill Development Programs

1.3.1. Both the parties agree to jointly design and deliver academic and skill development programs consisting of capacity building programs, value adding courses and credited course works in compliance with frameworks that are mutually agreed.

1.3.2. The academic and skill development programs will be powered by the “Industry Partner” with inputs from the “Institute”

1.3.3. The primary idea of these programs is to develop duly qualified and skilled human resources and research personnel with industry-aligned competencies in areas of design and advanced manufacturing.

2.0 Obligations

2.1. Neither party shall use the name or trademark of the other party for advertising purposes. However, “Institute” and “Industry Partner” have the right to publish the existence of this MoU in the normal listing of their respective activities.

2.2. The Parties will appoint representatives to a committee that will oversee the activities of the collaboration.

2.3. The representatives of the parties can meet as necessary to evaluate new opportunities and progress in the implementation of projects.

3.0 Duration of MoU and Termination

3.1 This MoU shall commence on the date of signing. The projects shall begin as per the schedule agreed upon in the respective project proposals during this Agreement period.

3.2 This MoU may be terminated if both parties agree at any time and the Project accounts settled as on the date of termination. No penalty clause is tied up to the Project execution.

3.3 Each party reserves the right to cancel all or any part of this MoU, without liability to the other party, if such other party repudiates or commits a material breach to any of the terms of this MoU, or fails to make progress so as to endanger timely and proper completion of its services or provision of Deliverables required by it in the project, and does not correct such

repudiation failure or breach within 30 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from the non-breaching party specifying such repudiation, failure or breach.

3.4 This MoU is effective for 3 years, unless terminated or renewed earlier in accordance with one of the following alternatives:

3.5 “Industry Partner” may terminate all or any part of this MoU at any time and for any reason by giving written notice to Institute, such termination to be effective thirty (30) days after the date of such notice.

3.6 “Institute” may terminate all or any part of this MoU at any time and for any reason by giving written notice to “Industry Partner”, such termination to be effective thirty (30) days after the date of such notice.

3.7 This MoU can be renewed for a further period on mutual consent by the parties to this MoU.

4.0 Assignment

Neither party shall assign any part of his obligations under this MOU to any third party without the written permission of the other

5.0 Entire MoU

6.1. This MoU constitutes the entire MoU of the parties with respect to the subject matter. This MoU may not be changed except in writing and when signed by both the parties.

6.2. Any change in the scope of work covered by this MoU shall be discussed and agreed upon mutually in writing.

6.0 Limitation of Liability

In no event shall either Party be liable for, and either Party hereby waives the right to claim, any indirect, punitive, special, incidental, or consequential damages (including lost profits) directly or indirectly relating to or arising out of the breach of this MoU, regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages were foreseen or unforeseen, even if either Party has been advised of the possibility thereof. Neither Party limits its liability (if any) to the other for: personal injury or death resulting from negligence; fraud; or any matter for which it would be illegal to exclude or attempt to exclude its liability.

7.0 Governing Law

This MOU shall be governed by applicable law(s) in India. Any dispute between the Parties, arising out of or in connection with this MOU or breach hereof, shall be resolved amicably between the authorized representatives of the Parties within a period of 30 (thirty) days, failing which such dispute shall be referred to sole arbitrator mutually nominated by both Parties. The venue of arbitration shall be Chennai, India, and the arbitration proceedings shall be conducted in English language. The cost of Arbitration proceedings shall be borne equally by the parties.

8.0 Intellectual Property Rights

Each Party shall retain all right, title, and interest in all intellectual property and Confidential Information (as defined herein) (“Background IP”) owned or licensed to such Party prior to or at the time of entering into this MOU. Either Party may request the other Party to provide a license for use of such Party’s Background IP solely in connection with the first Party’s performance of its obligations under this MOU, and such request shall not be unreasonably delayed or denied by the second Party provided the Parties have mutually agreed on commercial terms with respect to such license.

The Parties may enter into a separate understanding in writing on project-to-project basis with mutually agreeable commercial terms with respect to any intellectual property developed during the course of performance of this MOU or the exercise of rights thereunder (“Foreground IP”).

9.0 Non-Compete

Institute covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of Industry Partner during the duration of this MOU unless express written authorization to do so is given by Industry Partner’s designated officer. A direct competitor of Industry Partner for purposes of this MOU is defined: as any individual, partnership, corporation and/or other business entity that engages in the additive manufacturing business. Further, the Institute shall not engage in any business or operation that directly or indirectly competes with the business of Industry Partner during the term of this MOU and for a period of 1 year after expiry or earlier termination of this MOU.

In the interest of clarity, non-compete doesn't apply to any research and product development activities outside the scope of this MOU which the institute may undertake with other parties. Both parties shall not replicate research and product development activities undertaken as per this MoU with other parties without the prior written consent of the other party.

10.0 Non-Solicit

Both Parties covenant and agree that during the term of this MOU, both parties shall not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, other than on behalf of each other any employee or independent contractor employed by either party engaged in the Project.

11.0 Confidentiality

All information including any base and forward intellectual property shall be maintained by the parties in strict confidence and shall not be disclosed to any third party without the prior express written permission from the disclosing party. However, the recipient of the confidential information may disclose, strictly on a need to know basis, Proprietary Information to its personnel who actually engaged in the transaction contemplated herein who are in the process of accessing the confidential information of the disclosing part provided that such personnel are also

bound by similar obligations of confidentiality to those contained herein. The confidentiality obligations herein contained shall continue to hold good during the tenure of the MoU, howsoever occasioned. The parties herein agree to execute a separate Non-Disclosure MoU in connection with the exchange of confidential/proprietary information shared under this MoU.

12.0 Amendment

This MOU may be modified or amended if the amendment is mutually agreed and made in writing and is signed by authorized representatives of the Parties.

13.0 Severability and waiver

If any of the provisions of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any provision of this MOU is or becomes invalid or unenforceable, but where by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The failure of either Party to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the MOU or to exercise any right hereunder, shall not be construed as a waiver of the future performance of any such term, covenant or condition or the future exercise of such right.

Wipro Enterprises (P) Limited (WIPRO 3D division)

By:



Name: Ajay Parikh

Title: VP & Business Head - Wipro 3D

Date: 31 July 2020

Centurion University of Technology and Management

By:



Name: Vineet Chhatwal

Title: Chief Executive Officer