Memorandum of Understanding

This memorandum of understanding is made and entered into on the date of 20th March 2021 between GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (here in after referred to as GATE) party of the first part and MODULE SOFT PVT. LTD. called the party of second part (which expression the context so requires or permits, shall mean and include successors in office and assignees).

Whereas GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) Golanthara, Berhampur Odisha is a Tarini Educational Trust initiative. The objective of the trust has been to impart education to Indian society. GATE engaged with contributing to growing Technological knowledge and professional excellence in Engineering and Technology by under taking industrial and applied research and consultancy.

And Whereas MODULE SOFT PVT. LTD. is an IT sector farm situated at BHUBANESWAR which provides technology foundation and services, while maintaining an integrated approach towards software development& training by establishing cross functional relationship between technology and industries.

WHERE AS, Both GATE & MODULE SOFT PVT. LTD., now

- Providing opportunities for student groups to undertake problem solving projects in the area of content development and software solution
- Training of student, faculty and teaching staff in new technology and process
- Collaborating in joint educational and extension program.
- Student internship program
- · Job opportunities if any

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on technical education in the world of learning and preparing students for the future and here to be counted amongst the best educational and research institute globally and related field etc.

NOW THEREFORE, in consideration of mutual promises made here in and of good and valuable consideration the receipt and sufficiency of which both GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) and MODULE SOFT PVT. LTD. here by agree to sign a non-binding memorandum of understanding (MOU)

ARTICLE I: SCOPE OF THE (MOU)

This MOU details the modalities and general condition regarding collaboration between GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) and MODULE SOFT PVT. LTD. for enhancing with the country, the availability of highly qualified manpower in the area of Computer Science Engineering, Electrical Engineering, Mechanical Engineering without any prejudice to prevailing rules and regulations in GATE and MODULE SOFT PVT. LTD. without any disregard to any mechanism evolved and approved by the competent authorities under Govt of India in so far as such mechanism applies to GATE and MODULE SOFT PVT. LTD. The area of cooperation can be extended through mutual consent.

Both GATE and MODULE SOFT PVT. LTD. shall encourage interaction between the Engineers, Scientist, Research Fellowsand students of both the organizations through the following arrangement:

- Exchange of personnel through deputation as per the rules of the respective organization for limited period as mutually agreed upon;
- · Organization of Joint Conference and seminars;
- Practical training of GATE students at MODULE SOFT PVT. LTD.
- MODULE SOFT PVT. LTD. may request to design and teach a course or short-term
 Training which it deems fit to enhance quality and performance of its employees such
 course may be run at any mutually convenient premises. This will give exposure on
 the latest trend in application of the concerned areas.
- GATE STUDENTS may visit as an industrial tour as per their course curriculum.
- Summer internship and placement of the eligible student from GATE strictly according to the extended rules and regulation of MODULE SOFT PVT. LTD.
- GATE students can avail funding from at MODULE SOFT PVT. LTD. For their research projects.
- MODULE SOFT PVT. LTD. may avail library, internet, computational facilities at GATE
- There will be no restriction on the contents of the thesis and on publication of the result of the thesis, subject to the conditions, that no Intellectual property Rights can be secured for any part of the work which will be decided with mutual consent.

ARTICLE III: SHARING OF FACILITIES

- GATE and MODULE SOFT PVT.LTD. shall permit the sharing technology and
 other materials and components developed in-house in the areas of cooperation, if
 permissible within the rule governing the two institutions. However, responsibility
 for safety of software and other materials during the exchange will rest on
 respective Head academic department.
- GATE and MODULE SOFT PVT. LTD. shall provide access to the library facilities
 to scientists, members of faculty and students as per the prevailing rules and norms
 in the respective organization.

- The collaborative programme between GATE and MODULE SOFT PVT. LTD. shall be coordinated by a Coordination Committee appointed by Head of Institution of both the organization.
- Project Schedule will be decided by GATE and MODULE SOFT PVT. LTD. mutually.
- Financial arrangements for each specific collaboration will be decided on a case-tocase basis and brought on record in each case after due approval from heads of both the organization.

- This MOU shall be effective from the date of its approval by component authorities at both ends.
- The duration of the MOU shall be for a period of five years from the effective date.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of MODULE SOFT PVT. LTD. and GATE

ARTICLE VI: INTELLECTUAL PROPERTY RIGHTS

Right regarding publications, patterns, royalty, ownership of software / design / product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE VII: CONFIDENTIALITY

During the tenure of the MOU both GATE and MODULE SOFT PVT. LTD. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both GATE and MODULE SOFT PVT. LTD. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement for PROJECTS.

Further both GATE and MODULE SOFT PVT. LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

- Is or becomes publicly available through no fault of the receiving party.
- Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- Is independently developed by the receiving party without reference to the confidential information of the disclosing party.
- Is rightfully obtained by the receiving party from a third party or is in the public domain.
- Is disclosed with the written consent of the party whose information it is.

 Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party

ARTICLE VIII: AMENDMENTS

Any amendment or addenda to the AGREEMENT shall be in the writing and signed by the PARTIES here to shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the agreement to the extent required by such amendment or addenda

ARTICLE IX: RESOLUTION OF DISPUTES

- This agreement shall take effect and be constructed in accordance with the Laws of India and be subjected to the jurisdiction of the courts at Berhampur.
- The dispute or difference whatever arises between PARTIES in relation to or in connection with the AGREEMENT both the parties try shall first try to resolve the dispute amicably between them.

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- Both GATE and MODULE SOFT PVT. LTD. shall not, during the term of this
 Agreement directly or indirectly, solicit or offer employment or engagement to any of
 the personnel of other party without the prior consent in writing of that other party.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE

Party-I

Principal

rincipal Gandhi Academy of

Gandhi Academy of Technology And Engineering (GATE), Golanthara,

Berhampur, Odisha-761008

Witness:

1. Trupo

2. \$8

Date: 20 3 2021

Party-II

The Director,

Director Module Soft Pvt. Ltd., Bhubaneswar

Module Soft Pvt Ltd Nayapalli, Bhubaneswar,

Odisha -751012

Witness:

1. Farly

2. Merkeell

Date: 20, 3, 2021

No. 8.13 No. 8.13 Dt. 20. 3.2021 no. 8.13



Memorandum of Understanding

This memorandum of understanding is made and entered into on the date of 12th February 2021 between GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (here in after referred to as GATE) party of the first part and GRACE RESEARCH FOUNDATION called the party of second part (which expression the context so requires or permits, shall mean and include successors in office and assignees).

Whereas GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) Golanthara, Berhampur Odisha is a Tarini Educational Trust initiative. The objective of the trust has been to impart education to Indian society. GATE engaged with contributing to growing Technological knowledge and professional excellence in Engineering and Technology by under taking industrial and applied research and consultancy.

And Whereas GRACE RESEARCH FOUNDATION is a non-profitable trust operating educational institution situated at BHUBANESWAR which provides people to learn essential modern skill. It focuses on imparting education related to agriculture, Vedic science, life science, space technology and management.

WHERE AS, Both GATE & GRACE RESEARCH FOUNDATION., now

- Providing opportunities for student groups to undertake problem solving projects in the area of content development and software solution
- Training of student, faculty and teaching staff in new technology and process
- Collaborating in joint educational and extension program.
- Student internship program
- Job opportunities if any

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on technical education in the world of learning and preparing students for the future and here to be counted amongst the best educational and research institute globally and related field etc.

NOW THEREFORE, in consideration of mutual promises made here in and of good and valuable consideration the receipt and sufficiency of which both GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) and GRACE RESEARCH FOUNDATION here by agree to sign a non -binding memorandum of understanding (MOU)

ARTICLE I: SCOPE OF THE (MOU)

This MOU details the modalities and general condition regarding collaboration between GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) and GRACE RESEARCH FOUNDATION for enhancing with the country, the availability of highly qualified manpower in the area of Computer Science Engineering, Electrical Engineering, Mechanical Engineering without any prejudice to prevailing rules and regulations in GATE and GRACE RESEARCH FOUNDATION without any disregard to any mechanism evolved and approved by the competent authorities under Govt of India in so far as such mechanism applies to GATE and GRACE RESEARCH FOUNDATION The area of cooperation can be extended through mutual consent.

Both GATE and GRACE RESEARCH FOUNDATION shall encourage interaction between the Engineers, Scientist, Research Fellows and students of both the organizations through the following arrangement:

- Exchange of personnel through deputation as per the rules of the respective organization for limited period as mutually agreed upon
- Organization of Joint Conference and seminars;
- Practical training of GATE students at GRACE RESEARCH FOUNDATION may request to design and teach a course or short-term Training which it deems fit to enhance quality and performance of its employees such course may be run at any mutually convenient premises. This will give exposure on the latest trend in application of the concerned areas.
- GATE STUDENTS may visit as a industrial tour as per their course curriculum
- Summer internship and placement of the eligible student from GATE strictly according to the extended rules and regulation of GRACE RESEARCH FOUNDATION, GATE students can avail funding from at GRACE RESEARCH FOUNDATION for their research projects.
- GRACE RESEARCH FOUNDATION may avail library, internet, computational facilities at GATE
- There will be no restriction on the contents of the thesis and on publication of the result of the thesis, subject to the conditions, that no Intellectual property Rights can be secured for any part of the work which will be decided with mutual consent.

ARTICLE III: SHARING OF FACILITIES

- GATE and GRACE RESEARCH FOUNDATION shall permit the sharing technology and other materials and components developed in-house in the areas of cooperation, if permissible within the rule governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head academic department.
- GATE and GRACE RESEARCH FOUNDATION shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective organization.

- The collaborative programme between GATE and GRACE RESEARCH FOUNDATION shall be coordinated by a Coordination Committee appointed by Head of Institution of both the organization
- Project Schedule will be decided by GATE and GRACE RESEARCH FOUNDATION mutually.
- Financial arrangements for each specific collaboration will be decided on a case-tocase basis and brought on record in each case after due approval from heads of both the organization

- This MOU shall be effective from the date of its approval by component authorities at both ends.
- The duration of the MOU shall be for a period of five years from the effective date.
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- Any clause or article of the MOU may be modified or amended by mutual agreement of GRACE RESEARCH FOUNDATION and GATE.

ARTICLE VI: INTELLECTUAL PROPERTY RIGHTS

Right regarding publications, patterns, royalty, ownership of software / design / product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE VII: CONFIDENTIALITY

During the tenure of the MOU both GATE and GRACE RESEARCH FOUNDATION will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both GATE and GRACE RESEARCH FOUNDATION shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement for PROJECTS.

Further both GATE and GRACE RESEARCH FOUNDATION shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

- Is or becomes publicly available through no fault of the receiving party.
- Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- Is independently developed by the receiving party without reference to the confidential information of the disclosing party.
- Is rightfully obtained by the receiving party from a third party or is in the public domain.

- Is disclosed with the written consent of the party whose information it is.
- Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party

ARTICLE VIII: AMENDMENTS

Any amendment or addenda to the AGREEMENT shall be in the writing and signed by the PARTIES here to shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the agreement to the extent required by such amendment or addenda

ARTICLE IX: RESOLUTION OF DISPUTES

- This agreement shall take effect and be constructed in accordance with the Laws of India and be subjected to the jurisdiction of the courts at Berhampur.
- The dispute or difference whatever arises between PARTIES in relation to or in connection with the AGREEMENT both the parties try shall first try to resolve the dispute amicably between them.

- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both GATE and GRACE RESEARCH FOUNDATION shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE

Party-I

Principal

Gandhi Academy of

Principal Technology and Engineering, Berhampur

Gandhi Academy of Technology And Engineering (GATE), Golanthara,

Berhampur, Odisha-761008

Party-II

The

Director Grace Research Foundation Pvt. Ltd. Grace Research Foundation Pvt Efd 570 1892, Nigam Vihar, Patia, Bhubaneswar Odisha Pin-751017

Witness:

Date: 12-2-2021

Witness:

Date: 12.2.2021





Memorandum of Understanding

This memorandum of understanding is made and entered into on the date of 21thFebruary 2019 between GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (here in after referred to as GATE) party of the first part and EASTERN TECHNOLOGIES PVT. LTD. called the party of second part (which expression the context so requires or permits, shall mean and include successors in office and assignees).

Whereas GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (GATE) Golanthara, Berhampur, Odisha is a Tarini Educational Trust initiative. The objective of the trust has been to impart education to Indian society. GATE engaged with contributing to growing Technological knowledge and professional excellence in Engineering and Technology by under taking industrial and applied research and consultancy.

And Whereas, EASTERN TECHNOLOGIES PVT. LTD, Bhubaneswar is majorly an IT sector farmwhich provides technology foundation and services, while maintaining an integrated approach towards software development& training by establishing cross functional relationship between technology and industries

WHEREAS, Both GATE & EASTERN TECHNOLOGIES PVT. LTD., now

- Providing opportunities for student groups to undertake problem solving projects in the area of content development and software solution
- Training of student, faculty and teaching staff in new technology and process
- Collaborating in joint educational and extension program.
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- Job opportunities if any

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on technical education in the world of learning and preparing students for the future and here to be counted amongst the best educational and research institute globally and related field etc.

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ARTICLE I: SCOPE OF THE (MOU)

This MOU details the modalities and general condition regarding collaboration between GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (GATE) and EASTERN TECHNOLOGIES PVT. LTD. for enhancing with the country, the availability of highly qualified manpower in the area of Civil Engineering, Electrical Engineering, Mechanical Engineering without any prejudice to prevailing rules and regulations in GATE and EASTERN TECHNOLOGIES PVT. LTD. without any disregard to any mechanism evolved and approved by the competent authorities under Govt of India in so far as such mechanism applies to GATE and EASTERN TECHNOLOGIES PVT. LTD. The area of cooperation can be extended through mutual consent.

Both GATE & EASTERN TECHNOLOGIES PVT. LTD. shall encourage interaction between the Engineers, Scientist, Research Fellows, Faculty members and students of both the organizations through the following arrangement:

- Exchange of personnel through deputation as per the rules of the respective institute for limited period as mutually agreed upon.
- · Organization of Joint Conference and seminars;
- Practical training of GATE students and EASTERN TECHNOLOGIES PVT. LTD.
- EASTERN TECHNOLOGIES PVT. LTD. may request to design and teach a course or short-term Training which it deems fit to enhance quality and performance of its employees such course may be run at any mutually convenient premises. This will give exposure on the latest trend in application of the concerned areas.
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- GATE students can avail funding from at EASTERN TECHNOLOGIES PVT. LTD. For their research projects
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- There will be no restriction on the contents of the thesis and on publication of the result of the thesis, subject to the conditions, that no Intellectual property Rights can be secured for any part of the work which will be decided with mutual consent.

ARTICLE III: SHARING OF FACILITIES

- GATE and EASTERN TECHNOLOGIES PVT. LTD.shall permit the sharing technology
 and other materials and components developed in-house in the areas of cooperation, if
 permissible within the rule governing the two institutions. However, responsibility for
 safety of software and other materials during the exchange will rest on respective Head
 academic department.
- GATE AND EASTERN TECHNOLOGIES PVT. LTD. shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

- The collaborative programme between GATE and EASTERN TECHNOLOGIES PVT. LTD. shall be coordinated by a Coordination Committee appointed by Head of Institution of both the Institutes.
- Project Schedule will be decided by GATE and EASTERN TECHNOLOGIES PVT. LTD. mutually.
- Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

- This MOU shall be effective from the date of its approval by component authorities at both ends.
- The duration of the MOU shall be for a period of five yearfrom the effective date.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
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ARTICLE VI: INTELLECTUAL PROPERTY RIGHTS

Right regarding publications, patterns, royalty, ownership of software / design / product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE VII: CONFIDENTIALITY

During the tenure of the MOU both GATE and EASTERN TECHNOLOGIES PVT. LTD. will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both GATE and EASTERN TECHNOLOGIES PVT. LTD. shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement for PROJECTS.

Further both GATE and EASTERN TECHNOLOGIES PVT. LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

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- This agreement shall take effect and be constructed in accordance with the Laws of India and be subjected to the jurisdiction of the courts at Berhampur.
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- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
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IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE

PRINCIPAL Gandhi Academy of Technology & Engineering Berhampur

Principal

Gandhi Academy of Technology & Engineering Golanthara, Berhampur Odisha- 761 008

Party -11

Director

EASTERN TECHNOLOGIES, Bhubaneswer

Eastern Technologies Pvt. Ltd., Bomikhal, Bhubaneswar, Odisha-750017

Witness:

Witness:

ED * Bell



Memorandum of Understanding

This memorandum of understanding is made and entered into on the date of 13th February 2019 between GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (here in after referred to as GATE) party of the first part and EAST END TECNOLOGIES PVT. LTD. called the party of second part (which expression the context so requires or permits, shall mean and include successors in office and assignees).

Whereas GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (GATE) Golanthara, Berhampur, Odisha is a Tarini Educational Trust initiative. The objective of the trust has been to impart education to Indian society. GATE engaged with contributing to growing Technological knowledge and professional excellence in Engineering and Technology by under taking industrial and applied research and consultancy.

And Whereas EAST END TECNOLOGIES PVT. LTD. is an engineering manufacturing company with state- of -the art fabrication and machining facilities.

WHEREAS, Both GATE & EAST END TECNOLOGIES PVT. LTD., now

- Providing opportunities for student groups to undertake problem solving projects in the area of content development and software solution
- Training of student, faculty and teaching staff in new technology and process
- Collaborating in joint educational and extension program.
- Student internship program
- Job opportunities if any

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on technical education in the world of learning and preparing students for the future and here to be counted amongst the best educational and research institute globally and related field etc.

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ARTICLE I: SCOPE OF THE (MOU)

This MOU details the modalities and general condition regarding collaboration between GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (GATE) and EAST END TECNOLOGIES PVT. LTD. for enhancing with the country, the availability of highly qualified manpower in the area of Electrical Engineering, Mechanical Engineering without any prejudice to prevailing rules and regulations in GATE and EAST END TECNOLOGIES PVT. LTD. without any disregard to any mechanism evolved and approved by the competent authorities under Govt of India in so far as such mechanism applies to GATE and EAST END TECNOLOGIES PVT. LTD. The area of cooperation can be extended through mutual consent.

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 LTD., GATE students can avail funding from at EAST END TECNOLOGIES PVT.
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- EAST END TECNOLOGIES PVT. LTD. may avail library, internet, computational facilities at GATE.
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- GATE andEAST END TECNOLOGIES PVT. LTD. shall permit the sharing technology and other materials and components developed in-house in the areas of cooperation, if permissible within the rule governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head academic department.
- GATE andEAST END TECNOLOGIES PVT. LTD.shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective organization.

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ARTICLE VII: CONFIDENTIALITY

During the tenure of the MOU both GATE and EAST END TECNOLOGIEPVT. LTD.will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both GATE and EAST END TECNOLOGIES PVT. LTD.shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement for PROJECTS.

Further both GATE and EAST END TECNOLOGIES PVT. LTD. shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

- Is or becomes publicly available through no fault of the receiving party.
- Is already in the rightful possession of the receiving party prior to its receipt of such data or information.
- Is independently developed by the receiving party without reference to the confidential information of the disclosing party.

- Is rightfully obtained by the receiving party from a third party or is in the public domain.
- Is disclosed with the written consent of the party whose information it is.
- Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE VIII: AMENDMENTS

Any amendment or addenda to the AGREEMENT shall be in the writing and signed by the PARTIES here to shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the agreement to the extent required by such amendment or addenda.

ARTICLE IX: RESOLUTION OF DISPUTES

- This agreement shall take effect and be constructed in accordance with the Laws of India and be subjected to the jurisdiction of the courts at Berhampur.
- The dispute or difference whatever arises between PARTIES in relation to or in connection with the AGREEMENT both the parties try shall first try to resolve the dispute amicably between them.

- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both GATE and EAST END TECNOLOGIES PVT. LTD.shall not, during the term of
 this Agreement directly or indirectly, solicit or offer employment or engagement to
 any of the personnel of other party without the prior consent in writing of that other
 party.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE

Party-1//

PRINCIPAL Gandhi Academy of

Technology & Engineering

Berhampur Gandhi Academy of Technology & Engineering Golanthara, Berhampur

Odisha-761 008

Party -11

Director

PVT. LTD.

East End Techonologies Pvt .Ltd. 253, Jayadev Vihar, Bhubaneswar Odisha, Pin -751013

Witness:

Witness:

2. Dh. Parida
Date: [3.2.2019]

Date: 13 . 2 . 2019





Memorandum of understanding

This memorandum of understanding is made and entered into on the date of 26th March 2022 between GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (here in after referred to as GATE) party of the first part and PINNACLE HUMAN RESOURCE called the party of second part (which expression the context so requires or permits, shall mean and include successors in office and assignees).

Whereas GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) Golanthara, Berhampur Odisha is a Tarini Educational Trust initiative. The objective of the trust has been to impart education to Indian society. GATE engaged with contributing to growing Technological knowledge and professional excellence in Engineering and Technology by under taking industrial and applied research and consultancy.

And Whereas PINNACLE HUMAN RESOURCE is an IT sector farm situated at BHUBANESWAR which provides technology foundation and services, while maintaining an integrated approach towards software development& training by establishing cross functional relationship between technology and industries

WHEREAS, Both GATE & PINNACLE HUMAN RESOURCE, now

- Providing opportunities for student groups to undertake problem solving projects in the area of content development and software solution
- Training of student, faculty and teaching staff in new technology and process
- Collaborating in joint educational and extension program.
- Student internship program
- Job opportunities if any

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and science with special emphasis on technical education in the world of learning and preparing students for the future and here to be counted amongst the best educational and research institute globally and related field etc.

NOW THEREFORE, in consideration of mutual promises made here in and of good and valuable consideration the receipt a sufficiency of which both GANDHI ACADEMY OF TECHNOLOGY & ENGINEERING (GATE) and PINNACLE HUMAN RESOURCE here by agree to sign a non -binding memorandum of understanding (MOU)

ARTICLE I: SCOPE OF THE (MOU)

This MOU details the modalities and general condition regarding collaboration between GANDHI ACADEMY OF TECHNOLOGY AND ENGINEERING (GATE) and PINNACLE HUMAN RESOURCE for enhancing with the country, the availability of highly qualified manpower in the area of Computer engineering, Electrical Engineering, Mechanical Engineering without any prejudice to prevailing rules and regulations in GATE and PINNACLE HUMAN RESOURCE without any disregard to any mechanism evolved and approved by the competent authorities under Govt of India in so far as such mechanism applies to GATE and PINNACLE HUMAN RESOURCE. The area of cooperation can be extended through mutual consent.

Both GATE & PINNACLE HUMAN RESOURCE shall encourage interaction between the Engineers, Scientist, Research Fellows, and students of both the organizations through the following arrangement:

- Exchange of personnel through deputation as per the rules of the respective organization for limited period as mutually agreed upon
- · Organization of Joint Conference and seminars;
- Practical training of GATE students at PINNACLE HUMAN RESOURCE
- PINNACLE HUMAN RESOURCE may request to design and teach a course or short-term Training which it deems fit to enhance quality and performance of its employees. Such course may be run at any mutually convenient premises. This will give exposure on the latest trend in application of the concerned areas.
- GATE STUDENTS may visit as a industrial tour as per their course curriculum
- Summer internship and placement of the eligible student from GATE strictly according to the extended rules and regulation of PINNACLE HUMAN RESOURCE
- GATE students can avail funding from at PINNACLE HUMAN RESOURCE for their research projects
- PINNACLE HUMAN RESOURCE may avail library, internet, computational facilities at GATE
- There will be no restriction on the contents of the thesis and on publication of the result of the thesis, subject to the conditions, that no Intellectual property Rights can be secured for any part of the work which will be decided with mutual consent.

ARTICLE III: SHARING OF FACILITIES

- GATE AND PINNACLE HUMAN RESOURCE shall permit the sharing technology and other materials and components developed in-house in the areas of cooperation, if permissible within the rule governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head academic department/section.
- GATE AND PINNACLE HUMAN RESOURCE shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective institutes.

- The collaborative programme between GATE and PINNACLE HUMAN RESOURCE shall be coordinated by a Coordination Committee appointed by Directors of both the Institutes.
- Project Schedule will be decided by GATE and PINNACLE HUMAN RESOURCE mutually.
- Financial arrangements for each specific collaboration will be decided on a case-tocase basis and brought on record in each case after due approval from heads of both the institutions.

- This MOU shall be effective from the date of its approval by component authorities at both ends.
- The duration of the MOU shall be for a period of Five year from the effective date.
- During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of PINNACLE HUMAN RESOURCE and GATE

ARTICLE VI: INTELLECTUAL PROPERTY RIGHTS

Right regarding publications, patterns, royalty, ownership of software / design / product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE VII: CONFIDENTIALITY

During the tenure of the MOU both GATE and PINNACLE HUMAN RESOURCE will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

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Further both GATE and PINNACLE HUMAN RESOURCE shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

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- Is independently developed by the receiving party without reference to the confidential information of the disclosing party.

- Is rightfully obtained by the receiving party from a third party or is in the public domain.
- Is disclosed with the written consent of the party whose information it is, or
- Is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party

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Any amendment or addenda to the AGREEMENT shall be in the writing and signed by the PARTIES here to shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the agreement to the extent required by such amendment or addenda

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- This agreement shall take effect and be constructed in accordance with the Laws of India and be subjected to the jurisdiction of the courts at Berhampur.
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- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both GATE and PINNACLE HUMAN RESOURCE shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE

Party-I

Principal

Gandhi Academy of

Principal Tachnology and Engineering, Berhampur

Gandhi Academy of Technology And Engineering (GATE), Golanthara, Berhampur, Odisha-761008

Witness:

1. Zivanu

2. Ajens

Date: 26.03.2022

No. 6 201 and English 26. 3.20 20

Party-II

Pinnacle Human Resource Pvt. Ltd.
Director Saheed Nagar, Bhubaneswar
Pinnacle Human Resource Pvt. Ltd.
Plot No-A/118, Saheed Nagar,
Bhubaneswar, Odisha, Pin -751007

Witness:

1. Kprahang

2. Chin

Date: 26.03.2022

