

# MEMORANDUM OF UNDERSTANDING

BETWEEN



**EduSkills Foundation ("EduSkills")**

AND



**Radhakrishna Institute of Technology and Engineering**

**FOR EDUSKILLS MEMBERSHIP PROGRAM**

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

This Memorandum of Understanding ("MOU") is effective from the date of signatures below ("Effective Date"); hereinafter, each a "Party" or together, "the Parties". EduSkills will be referred as 'First party' and other party will be referred as 'Second party'.

The Parties have been discussing a proposed collaboration in the area of "Skill Development, IT Education and Workforce Development Programs" ("Collaboration Areas").

Now the Parties agree as follows:

**A. NON-BINDING TERMS.**

The Parties understand that MOU is intended only to summarize the current understanding of the parties with respect to the principal terms of the proposed collaboration.

The Parties understand that this MOU is intended only to summarize the current understanding of the Parties with respect to the Collaboration Areas and to facilitate their further discussions regarding certain objectives of the proposed partnership, as more fully described in Exhibit A, which are non-binding on the Parties. The terms and objectives set forth in Exhibit A shall be used for discussion purposes only and shall not be deemed to create any rights or obligations for or on behalf of any Party.

**B. BINDING TERMS**

The Parties hereby acknowledge and agree that the following subsections under this Section B (Binding Terms) shall be binding and create legal rights and obligations on the Parties.

**1 Confidentiality**

In this MOU "Confidential Information" means any information or data, irrespective of the form and nature thereof, that is material to the Party disclosing such information ("Discloser") to the other Party ("Recipient"), including, but not limited to technical know how, specifications, designs, models, software, techniques, drawings, processes, as well as industrial and intellectual property rights, business information, trade secrets, customer lists, financial information, process, costs, sales and marketing plans, information posted on their respective websites or any other information with the Recipient knows or reasonably ought to know is confidential, proprietary or trade secret information of the Discloser.

The Recipient shall at all times, both during the term of this MOU and for a period of at least three (3) years after its expiration or termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than for the purpose of fulfilling its obligations under this MOU, nor shall the Recipient disclose any such Confidential Information to any third party without the Disclosing Party's prior written consent. Upon termination of this MOU or written request from the Discloser, the Recipient shall, within fifteen (15) days from such termination or request, return all Confidential Information and any and all copies thereof to the Discloser, or at the Discloser's option, destroy the Confidential Information and any and all copies thereof, and certify such destruction.

The obligations of confidentiality set forth herein shall not apply to information which;

- a. Was rightfully in possession of or known to the Recipient without any obligation of confidentiality prior to receiving it from the Discloser;
- b. Is, or subsequently becomes, legally and publicly available without breach of this MOU;
- c. Is rightfully obtained by the Recipient from a source other than the Discloser, without any obligation of confidentiality; or
- d. Is developed by or for the Recipient without use of the Confidential Information.

The Recipient may only disclose Confidential Information pursuant to a valid order issued by a court or governmental agency, provided that the Recipient provides the Discloser:

- a. Prior written notice of such obligation; and
- b. The opportunity to oppose such disclosure or obtain a protective order.

The Confidential Information shall remain the property of the Discloser and no license to any existing or future intellectual property rights or Confidential Information is granted or Implied under this MOU.

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

  
DIRECTOR  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

All Confidential Information is provided "AS IS". The Discloser shall not be liable for any inaccuracy or completeness of the Confidential Information, nor are there any express or implied representations or warranties by either party to the other, including with respect to the infringement of any intellectual property rights or any right of privacy, or any rights of third persons

## 2. Scope

The scope of this MOU does not cover any development work, testing, licensing, distribution, support, sales, or maintenance. Should the Parties decide to pursue such matter that is outside the scope of this MOU, the Parties shall enter into a development, license, distribution, or other appropriate written agreement(s) accordingly.

## 3. Publicity

The Parties hereby agree that no press release or other public announcements regarding this MOU or any agreements contemplated thereby shall be made without prior review and written agreement signed by a duly authorized representative of the other Party.

## 4. Term and Termination

The Parties agree that this MOU shall be effective as of the Effective Date and shall continue in effect until the earliest occurrence of one of the following: (1) the execution of a definitive MOU or definitive agreement relating to the scope of this MOU; (2) written notice by one Party to the other of termination of this MOU; or **thirty six (36) months** from the Effective Date of this MOU. Section B (including all subsections) shall survive any termination of this MOU. Upon expiry of the Term, it is the intention of the Parties to further progress the solutions initiated under this MOU towards overall achievement of the objectives and outcomes contemplated herein. Second party shall, to this extent, endeavor to continue maintaining and promoting such solutions and projects to further the objectives set forth in the MOU.

## 5. Limitation of Liability

Except for liability relating to either Party's breach of the other Party's confidential information or intellectual property rights, in no event shall either Party be liable to the other Party for any direct, indirect, incidental, special, punitive or consequential damages or loss of profits, lost revenue or loss of data.

Notwithstanding the foregoing, nothing in this MOU shall limit the Parties liability for bodily injury or death caused by its negligence or its liability in the tort of deceit.

## 6. Intellectual property rights

Each Party will retain the exclusive rights, title and ownership of all its pre-existing Intellectual Property, Confidential Information and materials (including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology) owned or developed by such Party.

## 7. Governing laws and jurisdiction

The Parties shall make efforts in good faith to amicably resolve all disputes as may arise out of or in connection with this MOU. This MOU shall be subject to and governed by the laws of India and the Indian courts shall have exclusive jurisdiction over any claim arising under this MOU. Notwithstanding the foregoing, either Party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such Party's intellectual property or proprietary rights.

## 8. Costs

Unless otherwise agreed upon in writing, each Party shall bear its own costs and expenses arising in connection with this MOU and the possible negotiations, completion and implementation of definitive Agreements if any, including but not limited to costs of experts, consultants, lawyers and travel expenses.

## 9. Amendment

This MOU may be amended at any time by the mutual written assent of the Parties.

10. **Severability.**

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by persons duly authorized as of the date and year first above written.

Signed for and on behalf of <u>EduSkills Foundation</u>	Signed for and on behalf of <u>Radhakrishna Institute of Technology and Engineering</u>
By: _____ Authorized Signatory	By:  Authorized Signatory
Mr. Shubhajit Jagadev Name	Mr. Vineet Mohan Gupta Name
Chief Executive Officer Designation	Chairman Designation
_____	_____
Date	Date
Address for communication: EduSkills Foundation #806, DLF Cyber City, Technology Corridor, Infocity, Bhubaneswar – 7510024, Odisha, India  Email: info@eduskillsfoundation.org	Address for communication: Radhakrishna Institute of Technology and Engineering, Barunai Temple Rd, Jagannathpur, Khorda, Odisha 752057.  Email: kapl_pp@hotmail.com

  
**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

  
**DIRECTOR**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

## EXHIBIT A

### NON-BINDING TERMS

#### 1. Scope and Intent

EduSkills and Radhakrishna Institute of Technology and Engineering have decided to work together for the purpose of expanding digital skills into higher education system through offering various world class technical programs in Networking, Cybersecurity, Cloud computing, automation, RPA and other industry 4.0 skills to their students.

#### 2. Proposed obligations of EduSkills:

- To offer digital content and courses of up to 8 global academy programs to the institution.
- To offer LMS of the academy programs, where ever applicable.
- To offer branding collaterals access and usage of academy programs.
- 'Train the Trainers' to the nominated educators by the institution.
- Virtual orientation session/workshop for the institution.
- In-person/remote support for any troubleshooting needed during the onboarding process.
- To offer opportunities to participate in job fairs, seminars, conferences and any regional/national/global competitions or platforms for the students, educators and/or institution's leadership.
- EduSkills Talent Connect Program for students
- EduSkills & AICTE Internship Program for students.

#### 3. Proposed Obligations of Radhakrishna Institute of Technology and Engineering :

- To create awareness for adoption and registration of technical courses from interested students.
- To nominate a point of contact who could monitor and review the program updates.
- Pay membership fee every year. Following year's membership fee can be incremented on nominal basis, if the need arises. **Agreement to be renewed after 3 years.**
- Institution need to bear the expense for the AWS & Red Hat Global Certification fee of faculties as its mandatory.
- Minimum 100 students commitment for each academy program every year.
- To ensure following pre-requisites to be followed by the participating colleges:
  - a. High speed broadband connectivity, computer labs for relevant courses and classroom IT set-up for all participating institutions.
  - b. Identify upto 2 (Two) Educators with required qualification like Engineers/MCA in Computer Science/IT/Electronics, etc. or experienced diploma holders to receive Training of Trainers for each academy program.

#### 4. Annual Membership Fee

- Year 1: INR 40,000 + Training fee + GST
- Year 2: INR 40,000\* + GST
- Year 3: INR 40,000\* + GST

\* Can be incremented annually on a very nominal basis.

**Please Note:** This fee applies on institutions. EduSkills will not charge any fee from the students. Institutions may enroll and extend benefit to as many students they want. No capping on number of students.



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#### SERVICE AGREEMENT

This Service Agreement ('Agreement') is made on this 01<sup>st</sup> June 2022 at Bhubaneswar  
BY AND BETWEEN

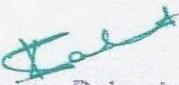
BETWEEN

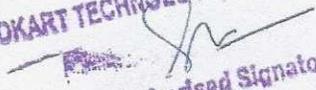
M/S. ECOKART TECHNOLOGY PVT. LTD. having its Registered Office: Office No 630, 6<sup>th</sup> Floor, Esplanade One Mall, Rasulgarh, Bhubaneswar, Odisha -751010 after referred to as the "AUTHORIZED DISMANTALING & COLLECTION UNIT" which expression shall unless repugnant to the contest or meaning thereof include its successors and assigns of ONE PART.

AND

M/S. RADHAKRISHNA INSTITUTE OF TECHNOLOGY & ENGINEERING, Plot-1, IDCO Industrial Estate, Barunei, Khordha (hereinafter referred as "Generator / User" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) as Party No.2

The Industry and Authorized Recycler hereinafter individually referred as 'Party' and collectively as 'Recycler'.

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

For ECOKART TECHNOLOGY PVT. LTD.  
  
Authorised Signatory

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

WHEREAS;

M/S.ECOKART TECHNOLOGY PVT. LTD., Industry is engaged in the business of collection, reception, storage, processing, dismantling & presently operating; At Kuradhamalla, PO-Dalieput, Dist-Khordha as per the guidelines under E-waste Rules and as per the authorization of SPCB.

NOW THEREFORE in consideration of the above-mentioned premises and the mutual promises contained herein, Both parties as above have expressed a desire of entering in to an agreement to meet their respective objectives, which are set out here in below,

The purpose of this AGREEMENT is to establish the terms for disposal of E-Waste to M/s. ECOKART TECHNOLOGY PVT. LTD. in an ecofriendly manner and to establish a framework for mutual cooperation in the management of waste as defined in this AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In this Agreement, including in the recitals hereof, the following words, expressions and abbreviations shall have the following meanings, unless the context otherwise requires:

"Agreement" means this agreement including all attachments, annexure or Schedules annexed thereto.

"CPCB" means Central Pollution Control Board.

"E-waste Rules" means E-Waste Management Rules, 2016 as amended from time to time.

"MoEF&CC" means Ministry of Environment, Forest and Climate Change.

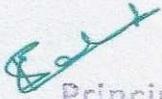
"SPCB" means State Pollution Control Board, Odisha

"Waste" means E-waste generated in the premises of the Generator.

1.2 Interpretation: In this Agreement, unless the subject or context otherwise requires:

a. reference to the singular number shall include references to the plural number and vice-versa;

b. references to a "person" shall include references to natural persons, partnership firms, companies, bodies corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar



  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

- c. references to recitals, clauses and schedules / annexure are to recitals, clauses and schedules to this Agreement;
- d. Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as may be from and from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Agreement.
- e. Clause headings used herein are only for ease of reference and shall not affect the interpretation of this Agreement.

1.3 The Schedules / Annexure shall form an integral part of this Agreement.

1.4 All capitalized terms used in this agreement which have not been specifically defined in this Agreement shall, unless inconsistent with the context have the meanings assigned to them under the Agreement.

## 2 GENERAL CONDITIONS

- ❖ 2.1 Upon receipt of information from the Generator, M/S.ECOKART TECHNOLOGY PVT. LTD. shall plan and schedule for collection of the Waste from the Generator and the safety during transportation is the collective responsibility of the Generator and the transporter
- ❖ 2.2 The Waste supplied by the Generator shall not contain any kind of hazardous/nuclear/radioactive or any other prohibited material.

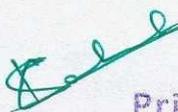
## SCOPE OF SERVICES

- 3.1 The scope of services to be provided by M/S. ECOKART TECHNOLOGY PVT. LTD. under this agreement shall be collection, reception, storage, processing, Dismantling of E-waste.
- 3.2 It is agreed between the Parties that M/S. ECOKART TECHNOLOGY PVT. LTD. shall provide the above services to the Generator.
- 3.3 M/S. ECOKART TECHNOLOGY PVT. LTD. shall collect & dismantle the Waste as per the mandate of the SPCB/CPCB read with the provisions of E-waste Rules.
- 3.4 Loading is in scope of generator at their premises

## 4 USER CHARGES & TERMS OF PAYMENT:

- 4.1 The Authorized Recycler/Dismantler unit shall pay Generator the negotiated quoted rate charges plus applicable taxes, levies etc., per/ kg or per/ton wise which is based upon the declaration given by the Authorized Collection/Dismantler unit.

  
Principal  
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and Engineering, Bhubaneswar

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar



- 4.2 The user charges are subject to annual revision on the basis of government of India wholesale price index and also in every event of escalation of fuel costs, power tariff, change in disposal technologies/method, wage hike etc.

#### 5: Confidentiality

1. "Both the Parties" shall keep all information confidential and shall not disclose it to third Parties without the prior written consent of both parties during the term of this Agreement and After.
2. "M/S. ECOKART TECHNOLOGY PVT. LTD." agrees not to disclose revenue Information or any information of M/S RADHAKRISHNA INSTITUTE OF TECHNOLOGY & ENGINEERING which will affect the interest of the company

#### 6: Limitation of liability

The Parties shall not be liable for any incidental, special, indirect or consequential damages arising out of or relating to this Agreement.

#### 7: Terms

This Agreement comes into force on the date of signing this Agreement and shall continue for Five (5) years after this date. This agreement may be extended on the mutual agreement of both parties,

#### 8: Termination

1. "M/S. ECOKART TECHNOLOGY PVT. LTD". shall be entitled to terminate this agreement, with immediate effect upon happening of one or more of following:
  - a. Any breach or violation of any of the terms and conditions of this agreement by the "Generator", if within seven (7) days of written notice from "M/S. RADHAKRISHNA INSTITUTE OF TECHNOLOGY & ENGINEERING.". of the breach or violation, such breach or violation is not cured, provided that no cure period shall be applicable for the violation of any applicable law.
  - b. Either party shall have the right to terminate this Agreement in the event of violation of any of the terms and conditions as agreed upon in this agreement or otherwise, upon giving 30 days written notice to the other party.

#### 9: Applicable Law

Industry and the M/S.ECOKART TECHNOLOGY PVT. LTD. mutually agree that the courts of law at Bhubaneswar shall have the exclusive jurisdiction over all the disputes arising out of this Agreement.

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

4

  
  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**10: Force Majeure:**

Neither party shall be liable for any failure to perform any obligation hereunder resulting from acts of God, fire, flood, tornado, drought, explosion, pandemic, or other casualty, strikes or other labor problems, interruptions or shortage of transport facilities, inability to obtain raw materials or component parts, war, riot, embargo, national emergency, legal restrictions, or any other causes beyond its reasonable control, but due diligence shall be used in attempting to eliminate such cause(s) and resume performance.

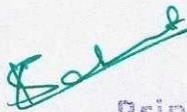
**11: Dispute Resolution and Jurisdiction**

1. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996.
2. The arbitral tribunal shall be composed of three arbitrators, one arbitrator appointed by "M/S. ECOKART TECHNOLOGY PVT. LTD.", a second arbitrator appointed by "Channel Partner" and a third arbitrator to be appointed by such arbitrators.
3. The place of arbitration shall be at Bhubaneswar and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be at Bhubaneswar.

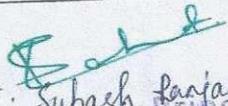
This Agreement has been executed on the date set forth herein in two (2) copies of which the Parties have taken one each.



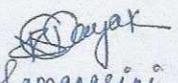
  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

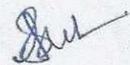
For M/S RADHAKRISHNA INSTITUTE  
OF TECHNOLOGY & ENGINEERING,

  
Dr. Subash Ranjan Kabat.  
Principal  
Name: Radhakrishna Institute of Technology  
Designation: and Engineering, Bhubaneswar  
Patia, BBSR.

Witness 1

Signature:   
Name: Subhamasini Nayak  
Address: Tamando, Khordha,  
Odisha, PIN-751019

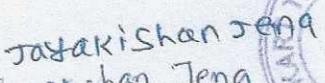
Witness 2.

Signature:   
Name: Puiyanka Smit  
Address: Arginia, Bhubaneswar,  
Odisha. PIN-751019

For M/S. ECOKART TECHNOLOGY PVT. LTD.  
For ECOKART TECHNOLOGY PVT. LTD.

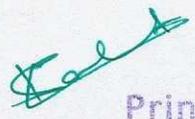
  
Authorized Signatory  
Name: Santosh Maharana  
Designation: Sales Executive

Witness 1

Signature:   
Name: Jayakishan Jena  
Address: At-Kuradhamalla,  
PO-Dalieput, Dist-Khordh

Witness 2

Signature:   
Name: Prokash Patra  
Address: J - Biraste  
J.K Patra

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

# ANVI ANAYA ENGINEERING AND CONSTRUCTION(AAEC)



Corporate Office : Bila Balisahi, Near Press Colony School,  
Nuapada, Cuttack-753010, Odisha,  
Regd Office.: Baburigaon, Dhamnagar, Bhadrak-756117  
Contact Number-9668671328, 7437062248

GST No.-21ANGPB3144B1Z0,

Email Id:chandanbarik@gmail.com,

Ref. No. AAEC/12/2021-22.

Date: 10.07.2021...

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is entered into on 10<sup>TH</sup> day of July

2021 between the

**Radhakrishna Institute of Technology and Engineering (RITE), Bhubaneswar, Khordha**

And

**Anvi Anaya Engineering and Construction (AAEC), Cuttack**

Now, the parties hereby agree to work jointly on the following activities

1. To identify and facilitate Guest Lectures, interactive Workshops, Conferences, Seminars, Brain Storming SESSIONS, Technical Discussions etc, with Members of the Industry at regular interval.
2. Identification of Technical problems faced by industry and converting them into final year projects for the students with active supervision by the faculty in charge.
3. Identification of opportunities for student internships and Apprenticeships preferably during vacation time.
4. To conduct Industrial Training, Orientation courses, Industrial Visits etc, for Faculty and Students at regular intervals.
5. To facilitate Professionals from AAEC to work as visiting Faculty in RITE and short or long period deployment of Faculty from RITE to AAEC for gaining Industrial Experience and/or work on projects in Industry.
6. To seek and associate experts from Industry in Curriculum Development and Review.
7. To identify continuing Education Opportunities, Short Term Programs and Training needs of AAEC, which the RITE can provide.
8. AAEC is also provide the placement opportunity for the students of RITE.

Er. Chandan Kumar Barick  
Director  
Anvi Anaya Engineering and Construction  
Bila Balisahi, Near Press Colony school  
Nuapada, Cuttack-753010

  
10-07-2021.  
Principal  
Radhakrishna Institute of Technology and  
Engineering  
Plot No.-1, Khordha Industrial Estate  
Khordha-752057

Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**Deals in: All types of Electrical Works, Solar Project, Solar Training and Energy Audit for government and private sectors.**



## Memorandum of Understanding

BETWEEN

**Radhakrishna Institute of Technology and Engineering**

AND

**Kunj Alloys Private Limited**

**Principal**  
**Radhakrishna Institute of Technology**  
**and Engineering, Bhubaneswar**



**Kunj Alloys Private Limited Works:** Plot Number 9, Sector A, Zone B, Mancheswar Industrial Estate, Bhubaneswar - 751 010, Odisha  
**Registered Office:** Astra Towers, 2C/1 Action Area II C, Rajarhat, Kolkata (West Bengal), Parganas North, Pin: 700161  
**CIN No.:** U27203WB2000PTC199153 **GSTIN:** 21AABCK7394R1ZX **Work: Phone** +91 674 2581169 / 2585859 **Fax:** +91 674 258585  
**E-mail:** kapl\_pp@hotmail.com



### Memorandum of Understanding

This memorandum of understanding is made and entered into on the 02<sup>nd</sup> August 2021 between **Radhakrishna Institute of Technology and Engineering** (hereinafter referred to as RITE) hereinafter called Party of the First Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **Kunj Alloys Private Limited**, ( hereinafter referred to as KAPL) hereinafter called the Party of the Second Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

#### Whereas

**Radhakrishna Institute of Technology and Engineering (RITE)** is a JRG Educational Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of the Indian society. RITE charged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.

#### And Whereas

**Kunj Alloys Private Limited (KAPL)** is engaged in manufacturing of Aluminium Alloy, Aluminium Flipping Coil & Aluminium EC Cables, design and development and consultancy in the field of cables and conductor and related fields.

#### WHEREAS, both RITE and Kunj Alloys Private Limited, now

- Recognizing the importance of research and development in the areas in manufacturing of Power Cables, Aluminium Alloy & EC Cables, Flipping Coil as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Power Cables, Aluminium Alloy & EC Cables, Flipping Coil.
- Desiring to club their efforts by pooling their expertise and resources,

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

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RITE and Kunj Alloys Private Limited hereby acknowledge, RITE and Kunj Alloys Private Limited hereby agree to sign a memorandum of understanding (MOU).

**Principal**

**Radhakrishna Institute of Technology and Engineering**  
Parganas North, Pin: 700161

**Kunj Alloys Private Limited Works:** Plot Number 9, Sector A, Zone B, Mancheswar Industrial Estate, Bhubaneswar-751009  
**Registered Office:** Astra Towers, 2C/1 Action Area II C, Rajarhat, Kolkata (West Bengal)  
**CIN No.:** U27203WB2000PTC199153 **GSTIN:** 21AABCK7394R1ZX **Work: Phone** +91 674 2581169 / 2585859 **Fax:** +91 674 258585  
**E-mail:** kapl\_pp@hotmail.com



KUNJ ALLOYS



## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between RITE and Kunj Alloys Private Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of Mechanical, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in RITE and Kunj Alloys Private Limited 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 RITE and Kunj Alloys Private Limited. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both RITE and Kunj Alloys Private Limited shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of RITE students at Kunj Alloys Private Limited;
- d) Joint guidance of student projects/thesis in engineering and other areas of national interest at RITE by Kunj Alloys Private Limited on mutually agreeable terms.
- e) Kunj Alloys Private Limited would accommodate B.Tech. Students who have completed the 6<sup>th</sup> semester of their programme in such a number that Kunj Alloys Private Limited deems convenient to it for the purpose of imparting industrial training.
- f) Kunj Alloys Private Limited may depute its personnel as visiting faculty at RITE to teach any of the regular Course or specialized topics.
- g) Kunj Alloys Private Limited may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) Kunj Alloys Private Limited may seek assistance/guidance of RITE faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) Kunj Alloys Private Limited may showcase its business activities at the seminar/workshop/conference, etc. at RITE.
- k) Kunj Alloys Private Limited may avail library, Internet, computational facilities at RITE.
- l) A student maybe encouraged to take up the project such that Kunj Alloys Private Limited desirably benefits from its outcomes.
- m) The students will carry out part of their B.Tech. Project at RITE and Kunj Alloys Private Limited depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.



- o) Both RITE and Kunj Alloys Private Limited will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) RITE and Kunj Alloys Private Limited shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) RITE and Kunj Alloys Private Limited shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) RITE and Kunj Alloys Private Limited 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.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between RITE and Kunj Alloys Private Limited shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) 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.

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.



- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) 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.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Kunj Alloys Private Limited and RITE.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, 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 RITE and Kunj Alloys Private Limited 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 RITE and Kunj Alloys Private Limited 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 or PROJECTS.

Further both RITE and Kunj Alloys Private Limited shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

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





(f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and 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

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khordha.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both RITE and Kunj Alloys Private Limited 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.
- c) 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.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT FOR KUNJ ALLOYS PRIVATE LIMITED AS ON THE DATE AND YEAR 2017

Director  
Kunj Alloys Private Limited  
Director  
Bhubaneswar

Director  
Radhakrishna Institute of Technology and Engineering (RITE),  
Bhubaneswar  
CHAIRMAN

*[Handwritten signature]*

Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar





## Memorandum of Understanding

**BETWEEN**

**Radhakrishna Institute of Technology and Engineering**

**AND**

**JRG DEVELOPERS PRIVATE LIMITED**

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**JRG DEVELOPERS PVT. LTD.**

CIN No.: U28999OR 2001PTC 006627

Regd. Office: Gupta Niwas, Cuttack Road, Bhubaneswar-751006, Odisha

P: +91 674 258 5859, F: +91 674 258 7585, E: kapl\_pp@hotmail.com





### Memorandum of Understanding

This memorandum of understanding is made and entered into on the 20<sup>th</sup> July 2021 between **Radhakrishna Institute of Technology and Engineering** (hereinafter referred to as RITE) hereinafter called Party of the First Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **JRG Developers Private Limited** hereinafter called the Party of the Second Part ( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

#### Whereas

**Radhakrishna Institute of Technology and Engineering (RITE)** is a JRG Educational Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of the Indian society. RITE charged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.

#### And Whereas

**JRG Developers Private Limited** is a company established in the real estate space. It primarily deals business in the state of Odisha and has several large projects in its name. The most significant and ongoing project is GRAND BAZAAR & GRAND AWAAS which is one of the largest project in Eastern India and also planning one of the premium project ROYAL ATLANTIS in holy town PURI and it will be launching soon.

#### WHEREAS, both RITE and JRG Developers Private Limited.

- Recognizing the importance of research and development in the areas in Real Estate, Malls, Hotel projects etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields Real Estate, Malls, Hotel projects etc.

- Desiring to club their efforts by pooling their expertise and resources, INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on technical education in the world of learning and preparing students for the future and, hereby, to be counted amongst the best of educational and research institutes globally and related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RITE and ~~JRG Developers~~

**Principal**  
**Radhakrishna Institute of Technology**  
**and Engineering, Bhubaneswar**

**JRG DEVELOPERS PVT. LTD.**

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P: +91 674 258 5859, F: +91 674 258 7585, E: kapl\_pp@hotmail.com



**Private Limited** hereby acknowledge, RITE and **JRG Developers Private Limited** hereby agree to sign a memorandum of understanding (MOU).

#### ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between RITE and Bharat Electrical Accessories Private Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of Mechanical, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in RITE and JRG Developers Private Limited 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 RITE and Bharat JRG Developers Private Limited. The areas of cooperation can be extended through mutual consent.

#### ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both RITE and JRG Developers Private Limited shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of RITE students at JRG Developers Private Limited;
- d) Joint guidance of student projects/thesis in engineering and other areas of national interest at RITE by JRG Developers Private Limited on mutually agreeable terms.
- e) Bharat Electrical Accessories Private Limited would accommodate B.Tech. Students who have completed the 6<sup>th</sup> semester of their programme in such a number that JRG Developers Private Limited deems convenient to it for the purpose of imparting industrial training.
- f) JRG Developers Private Limited may depute its personnel as visiting faculty at RITE to teach any of the regular Course or specialized topics.
- g) JRG Developers Private Limited may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) JRG Developers Private Limited may seek assistance/guidance of RITE faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) JRG Developers Private Limited may showcase its business activities at the seminar/workshop/conference, etc. at RITE.

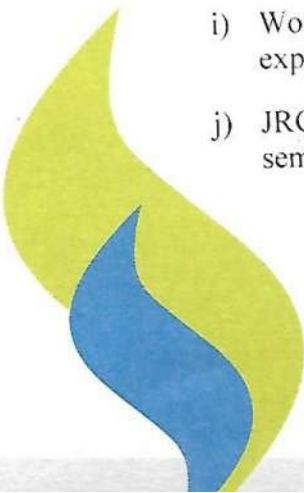
**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**JRG DEVELOPERS PVT. LTD.**

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- k) JRG Developers Private Limited may avail library, Internet, computational facilities at RITE.
- l) A student maybe encouraged to take up the project such that JRG Developers Private Limited desirably benefits from its outcomes.
- m) The students will carry out part of their B.Tech. Project at RITE and JRG Developers Private Limited depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both RITE and JRG Developers Private Limited will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) RITE and JRG Developers Private Limited shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) RITE and JRG Developers Private Limited shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**JRG DEVELOPERS PVT. LTD.**

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- c) RITE and JRG Developers Private Limited 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.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between RITE and JRG Developers Private Limited shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) 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.

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) 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.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of JRG Developers Private Limited and RITE.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, 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 RITE and JRG Developers Private Limited 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 RITE and JRG Developers Private Limited 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 or PROJECTS.

Further both RITE and JRG Developers Private Limited shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**JRG DEVELOPERS PVT. LTD.**

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CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and 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

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khordha.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

#### ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**JRG DEVELOPERS PVT. LTD.**

CIN No.: U28999OR 2001PTC 006627

Regd. Office: Gupta Niwas, Cuttack Road, Bhubaneswar-751006, Odisha

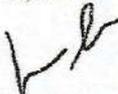
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- b) Both RITE and JRG Developers Private Limited shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) 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.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

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

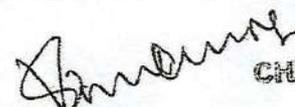
**JRG Developer Pvt. Ltd.**

  
Director

**Director**

JRG Developers Private Limited

**Radhakrishna Institute of Technology & Engineering (RITE)**

  
Chairman

**CHAIRMAN**

Radhakrishna Institute of Technology and Engineering

Bhubaneswar

Witness

1. 

2. 

Bhubaneswar

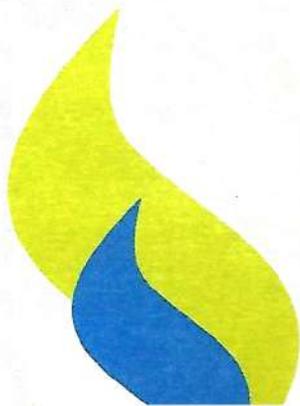
Witness

1. 

2. 

Date 20<sup>th</sup> June 2016

Date 20<sup>th</sup> July 2021



**JRG DEVELOPERS PVT. LTD.**

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Regd. Office: Gupta Niwas, Cuttack Road, Bhubaneswar-751006, Odisha  
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**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar



**GUPTA POWER**  
Making Life better on Earth

**RHINO**  
WIRES | CABLES | LED



U31300WB1961PLC025104

## Memorandum of Understanding

**BETWEEN**

**Radhakrishna Institute of Technology and Engineering**

**AND**

**Gupta Power Infrastructure Limited**

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

### **GUPTA POWER INFRASTRUCTURE LIMITED**

**Corporate Office:** Cuttack Road, Bhubaneswar 751 006, Odisha Tel.: 0674 2313898, 2312945. Fax: 0674 2312083

**Regd. Office :** EN 62, Sector V, 7th Floor, Salt Lake City, Kolkata 700 091 Tel.: +91-33-40657348

**Email:** info@guptapower.com, rhino@guptapower.com Toll Free No.: 1800-200-1176

### Memorandum of Understanding

This memorandum of understanding is made and entered into on the 02<sup>nd</sup> August 2021 between **Radhakrishna Institute of Technology and Engineering** (hereinafter referred to as RITE) hereinafter called Party of the First Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **Gupta Power Infrastructure Limited**, ( hereinafter referred to as GPIL) hereinafter called the Party of the Second Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

#### Whereas

**Radhakrishna Institute of Technology and Engineering (RITE)** is a JRG Educational Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of the Indian society. RITE charged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.

#### And Whereas

**Gupta Power Infrastructure Limited (GPIL)** is engaged in manufacturing of Power Cables, Instrumentation Cables, Thermocouple Cables, Overhead Conductors etc, design and development and consultancy in the field of cables and conductor and related fields.

#### WHEREAS, both RITE and GPIL, now

- Recognizing the importance of research and development in the areas in manufacturing of Power Cables, Instrumentation Cables, Thermocouple Cables, Overhead Conductors etc, as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Power Cables, instrumentation Cables, Thermocouple Cables, and Overhead Conductors etc.
- Desiring to club their efforts by pooling their expertise and resources,

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

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RITE and GPIL hereby acknowledge, RITE and GPIL hereby agree to sign a memorandum of understanding (MOU).

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**GUPTA POWER INFRASTRUCTURE LIMITED**

Corporate Office: Cuttack Road, Bhubaneswar 751 006, Odisha Tel.: 0674 2313898, 2312945. Fax: 0674 2312083

Regd. Office : EN 62, Sector V, 7th Floor, Salt Lake City, Kolkata 700 091 Tel.: +91-33-40657348

Email: info@guptapower.com, rhino@guptapower.com Toll Free No.: 1800-200-1176



## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between RITE and GPIL for enhancing, within the country, the availability of highly qualified manpower in the areas of Mechanical, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in RITE and GPIL 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 RITE and GPIL. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both RITE and GPIL shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- a) Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- b) Organization of joint conferences and seminars;
- c) Practical training of RITE students at GPIL;
- d) Joint guidance of student projects/thesis in engineering and other areas of national interest at RITE by GPIL on mutually agreeable terms.
- e) GPIL would accommodate B.Tech. Students who have completed the 6<sup>th</sup> semester of their programme in such a number that GPIL deems convenient to it for the purpose of imparting industrial training.
- f) GPIL may depute its personnel as visiting faculty at RITE to teach any of the regular Course or specialized topics.
- g) GPIL may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- h) GPIL may seek assistance/guidance of RITE faculty member/s in product/process modification, modernization, trouble shooting, etc.
- i) Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- j) GPIL may showcase its business activities at the seminar/workshop/conference, etc. at RITE.
- k) GPIL may avail library, Internet, computational facilities at RITE.
- l) A student maybe encouraged to take up the project such that GPIL desirably benefits from its outcomes.
- m) The students will carry out part of their B.Tech. Project at RITE and GPIL depending on the nature of the work as per rules of the respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both RITE and GPIL will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

**Principal**

Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**GUPTA POWER INFRASTRUCTURE LIMITED**

Corporate Office: Cuttack Road, Bhubaneswar 751 006, Odisha Tel.: 0674 2313898, 2312945. Fax: 0674 2312083

Regd. Office : EN 62, Sector V, 7th Floor, Salt Lake City, Kolkata 700 091 Tel.: +91-33-40657348

Email: info@guptapower.com, rhino@guptapower.com Toll Free No.: 1800-200-1176

U31300WB1961PLC025104

- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) RITE and GPIL shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) RITE and GPIL shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) RITE and GPIL 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.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between RITE and GPIL shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) 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.

#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) 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

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and Engineering, Bhubaneswar

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- any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of GPIL and RITE.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, 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 RITE and GPIL 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 RITE and GPIL 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 or PROJECTS.

Further both RITE and GPIL shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS



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**ARTICLE-VIII: AMENDMENTS**

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Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and 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**

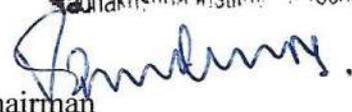
- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khordha.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

**ARTICLE-X: MISCELLANEOUS**

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both RITE and GPIL 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.
- c) 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.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.

**IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.**

Gupta Power Infrastructure Ltd.  
  
Director  
Gupta Power Infrastructure Limited  
Bhubaneswar

Radhakrishna Institute of Technology & Engineering (RITE)  
  
Chairman  
Radhakrishna Institute of Technology and Engineering  
Bhubaneswar

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

**GUPTA POWER INFRASTRUCTURE LIMITED**



**Bharat Electrical**  
**ACCESSORIES**  
PVT. LTD.

MANUFACTURERS OF A.A.C., A.A.A.C., A.C.S.R., HTLS  
CONDUCTORS, ALUMINIUM / ZIRCONIUM / ALLOY  
WIRE RODS, OPTICAL FIBRE CABLES, CATENARY WIRES

ALL PRODUCTS CONFIRM TO NATIONAL  
& INTERNATIONAL STANDARDS

**CIN - U31300WB1994PTC199073**  
**GST No: 21AAACB9514D1ZA**

## Memorandum of Understanding

**BETWEEN**

**Radhakrishna Institute of Technology and Engineering**

**AND**

**Bharat Electrical Accessories Private Limited**

**Principal**  
**Radhakrishna Institute of Technology**  
**and Engineering, Bhubaneswar**

**Regd Office :**

Podder Court, Gate No. 2, 5th Floor,  
18-Rabindra Sarani, Kolkata - 700001 (W.B.)  
Mob. : 9338014672 | Email : beapl1994@gmail.com

**Works 1 :**

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**Works 2 :**

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& INTERNATIONAL STANDARDS

CIN - U31300WB1994PTC199073

GST No: 21AAACB9514D1ZA

## Memorandum of Understanding

This memorandum of understanding is made and entered into on the 19<sup>th</sup> July 2021 between **Radhakrishna Institute of Technology and Engineering** (hereinafter referred to as RITE) hereinafter called Party of the First Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **Bharat Electrical Accessories Private Limited** ( hereinafter referred to as BEAPL) hereinafter called the Party of the Second Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

### Whereas

**Radhakrishna Institute of Technology and Engineering (RITE)** is a JRG Educational Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of the Indian society. RITE charged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.

### And Whereas

**Bharat Electrical Accessories Private Limited** is engaged in manufacturing of A.A.C, A.A.A.C, A.C.S.R, HTLS CONDUCTORS, ALUMINIUM/ZIRCONIUM/ ALLOY WIRE RODS, OPTICAL FIBER CABLES, CATENARY WIRES and related fields.

### WHEREAS, both RITE and Bharat Electrical Accessories Private Limited, now

- Recognizing the importance of research and development in the areas in manufacturing of manufacturing of A.A.C, A.A.A.C, A.C.S.R, HTLS CONDUCTORS, ALUMINIUM/ZIRCONIUM/ ALLOY WIRE RODS, OPTICAL FIBER CABLES, CATENARY WIRES as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to manufacturing of A.A.C, A.A.A.C, A.C.S.R, HTLS CONDUCTORS, ALUMINIUM/ZIRCONIUM/ ALLOY WIRE RODS, OPTICAL FIBER CABLES, CATENARY WIRES.
- Desiring to club their efforts by pooling their expertise and resources,

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

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RITE and Bharat Electrical

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& INTERNATIONAL STANDARDS

CIN - U31300WB1994PTC199073

GST No. 12AAACB0514D1ZA

Accessories Private Limited hereby acknowledge, RITE and Bharat Electrical Accessories Private Limited hereby agree to sign a memorandum of understanding (MOU).

## ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between RITE and Bharat Electrical Accessories Private Limited for enhancing, within the country, the availability of highly qualified manpower in the areas of Mechanical, Electrical and Electronics Communication Engineering without any prejudice to prevailing rules and regulations in RITE and Bharat Electrical Accessories Private Limited 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 RITE and Bharat Electrical Accessories Private Limited. The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both RITE and Bharat Electrical Accessories Private Limited shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through the following arrangements:

- Exchange of personnel through deputation as per the rules of the respective institute, for limited periods as mutually agreed upon;
- Organization of joint conferences and seminars;
- Practical training of RITE students at Bharat Electrical Accessories Private Limited;
- Joint guidance of student projects/thesis in engineering and other areas of national interest at RITE by Bharat Electrical Accessories Private Limited on mutually agreeable terms.
- Bharat Electrical Accessories Private Limited would accommodate B.Tech. Students who have completed the 6<sup>th</sup> semester of their programme in such a number that Bharat Electrical Accessories Private Limited deems convenient to it for the purpose of imparting industrial training.
- Bharat Electrical Accessories Private Limited may depute its personnel as visiting faculty at RITE to teach any of the regular Course or specialized topics.
- Bharat Electrical Accessories Private Limited may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses maybe run at any mutually convenient premises.
- Bharat Electrical Accessories Private Limited may seek assistance/guidance of RITE faculty member/s in product/process modification, modernization, trouble shooting, etc.
- Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.
- Bharat Electrical Accessories Private Limited may showcase its business activities at the seminar/workshop/conference, etc. at RITE.
- Bharat Electrical Accessories Private Limited may avail library, Internet, computational facilities at RITE.
- A student maybe encouraged to take up the project such that Bharat Electrical Accessories Private Limited desirably benefits from its outcomes.

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

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- m) The students will carry out part of their B.Tech. Project at RITE and Bharat Electrical Accessories Private Limited depending on the nature of the work at respective institute depending on facilities and requirements.
- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both RITE and Bharat Electrical Accessories Private Limited will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

## ARTICLE-III: SHARING OF FACILITIES

- a) RITE and Bharat Electrical Accessories Private Limited shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) RITE and Bharat Electrical Accessories Private Limited shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) RITE and Bharat Electrical Accessories Private Limited 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.

## ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between RITE and Bharat Electrical Accessories Private Limited shall be coordinated by a coordination committee appointed by Directors of both the Institutes.

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- b) Financial arrangements for each specific collaboration will be decided on a case basis and brought on record in each case after due approval from the Institutions.

CIN: U51300WB1994PTC199073  
GST No: 12AAAC09514D1ZA

## ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at both ends.
- The duration of the MOU shall be for a period of 5 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 Bharat Electrical Accessories Private Limited and RITE.

## ARTICLE-VI: IPR

Rights regarding publications, patents, 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 RITE and Bharat Electrical Accessories Private Limited 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 RITE and Bharat Electrical Accessories Private Limited 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 or PROJECTS.

Further both RITE and Bharat Electrical Accessories Private Limited shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

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**CIN - U31300WB1994PTC199073**  
**GST No: 21AAACB9514D1ZA**

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- 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.

## ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and 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 construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khordha.
- The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

## ARTICLE-X: MISCELLANEOUS

- The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both RITE and Bharat Electrical Accessories Private Limited 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.

  
**Principal**  
Radhakrishna Institute of Technology  
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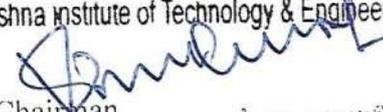
CIN - U31300WB1994PTC199073  
GST No: 21AAACB9514D1ZA

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

For Bharat Electrical Accessories (P) Ltd.

  
Director  
Bharat Electrical Accessories Private Limited

Radhakrishna Institute of Technology & Engineering (RITE)

  
Chairman  
Radhakrishna Institute of Technology and Engineering

Bhubaneswar

Bhubaneswar

  
Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

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Pin : 752019, Odisha

Memorandum of Understanding

**BETWEEN**

**Radhakrishna Institute of Technology and Engineering**

**AND**

**Ashta Vinayak Majestic Projects Private Limited**



**ASHTA VINAYAK  
MAJESTIC PROJECTS**

A handwritten signature in green ink, appearing to be 'S. S. S.', is written over the printed name of the Principal.

**Principal**  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar

### Memorandum of Understanding

This memorandum of understanding is made and entered into on the 19<sup>th</sup> July 2021 between **Radhakrishna Institute of Technology and Engineering** (hereinafter referred to as RITE) hereinafter called Party of the First Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees) and **Ashta Vinayak Majestic Projects Private Limited** ( hereinafter referred to as AVMPPL) hereinafter called the Party of the Second Part( which expression whenever the context so requires or permits, shall mean and include successors in office and assignees).

### Whereas

**Radhakrishna Institute of Technology and Engineering (RITE)** is a JRG Educational Trust initiative. The objective of the trust has been to impart education to all strata of the Indian society and to equate the Indian educated youth with the heights scaled by their counterparts abroad. Apart from this primary objective, the group continues to bear the beacon of social upliftment of the backward sections of the Indian society. RITE charged with responsibility of training technical and scientific manpower in various front-line areas of engineering for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science, Engineering and Technology by undertaking industrial and applied research and consultancy.

### And Whereas

**Ashta Vinayak Majestic Projects Private Limited** is engaged in various Real Estate residence projects in Odisha and related fields.

### WHEREAS, both RITE and Bharat Electrical Accessories Private Limited, now

- Recognizing the importance of research and development in the areas in Civil Real estates as well as imparting industrial training to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Civil Real Estates Desiring to club their efforts by pooling their expertise and resources,

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

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RITE and Ashta Vinayak Majestic Projects Private Limited hereby acknowledge, RITE and Ashta Vinayak Majestic Projects Private Limited hereby agree to sign a memorandum of understanding (MOU).

### ARTICLE-I: SCOPE OF THE MOU



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Radhakrishna Institute of Technology  
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- n) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.
- o) Both RITE and Ashta Vinayak Majestic Projects Private Limited will be free to independently carry out follow-up research on the thesis work conducted under this scheme.
- p) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.
- q) Research supervisors from both the Institutes will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.
- r) Neither of the supervisors will publish the work carried out under this MOU without knowledge of the other.
- s) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

#### ARTICLE-III: SHARING OF FACILITIES

- a) RITE and Ashta Vinayak Majestic Projects Private Limited shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation.
- b) RITE and Ashta Vinayak Majestic Projects Private Limited shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) RITE and Ashta Vinayak Majestic Projects Private Limited 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.

#### ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between RITE and Ashta Vinayak Majestic Projects Private Limited shall be coordinated by a coordination committee appointed by Directors of both the Institutes.
- b) 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.



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#### ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 5 years from the effective date.
- c) 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.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of Ashta Vinayak Majestic Projects Private Limited and RITE.

#### ARTICLE-VI: IPR

Rights regarding publications, patents, 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

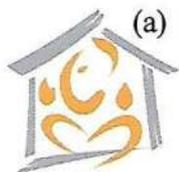
During the tenure of the MOU both RITE and Bharat Electrical Accessories Private Limited will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both RITE and Ashta Vinayak Majestic Projects Private Limited 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 or PROJECTS.

Further both RITE and Ashta Vinayak Majestic Projects Private Limited shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,



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- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

#### ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and 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

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at Khordha.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between them.

#### ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both RITE and Bharat Electrical Accessories Private Limited 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.
- c) 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.
- d) After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void.



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**IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.**

ASHTA VINAYAK MAJESTIC  
PROJECTS PVT. LTD.  
*Ashok ray*  
Director

Director  
Ashta Vinayak Majestic Projects Private Limited

Bhubaneswar

Radhakrishna Institute of Technology & Engineering (RITE)

*[Signature]*  
Chairman  
**CHAIRMAN**

Radhakrishna Institute of Technology and  
Engineering

Bhubaneswar



ASHTA VINAYAK  
MAJESTIC PROJECTS

*[Signature]*

Principal  
Radhakrishna Institute of Technology  
and Engineering, Bhubaneswar