



MEMORANDUM OF UNDERSTANDING

BETWEEN

CMR TECHNICAL CAMPUS, HYDERABAD

AND

ORBIT SHIFTERS INDIA PRIVATE LIMITED, HYDERABAD

ORBIT SHIFTERS

TRANSFORMING TECHNOLOGIES

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on _____ 12 th June 2020 _____

BETWEEN

CMR TECHNICAL CAMPUS located at Kandlakoya(V), Medchal Road, Hyderabad- 501401, Telangana (herein referred as “CMRTC”) established under the laws of Govt. of Telangana, India and shall include its lawful representatives and permitted assigns.

AND

ORBIT SHIFTERS INDIA PVT LTD located at #742, Opposite to Indian Public School, OU Colony, Manikonda, Hyderabad - 500008, (herein referred as “ORBIT SHIFTERS”) established under the laws of _____, India and shall include its lawful representatives and permitted assigns.

(CMRTC and ORBIT SHIFTERS are hereinafter jointly referred to as “Parties” and individually as “Party”)

WHEREAS:

- a) CMRTC is a Higher Educational Institution established under CMR Technical Education Society.
- b) CMRTC & ORBIT SHIFTERS believe that collaboration and co-operation between themselves will promote more effective use of each of their resources, and provide each of them with enhanced opportunities.
- c) ORBIT SHIFTERS intent to cooperate and focus their efforts on cooperation within establishing **Center of Excellence** and be an effective **Knowledge Partner** in Education and Research on Artificial Intelligence for CMRTC.

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- d) Both Parties, being legal entities in themselves desire to sign this MOU for advancing their mutual interests.
- e) Orbit Shifters is engaged in Business, Skill Development and R&D Services in the fields of Artificial Intelligence and related fields.
- f) Orbit Shifters also has its headquarters at #12204, Lakestreet Ext, Minnetonka, MN, 55305.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

ARTICLE - I: COOPERATION

This MoU details the modalities and general conditions regarding collaboration between CMRTECHNICAL CAMPUS and ORBIT SHIFTERS INDIA PVT LTD for enhancing the following in the field of Artificial Intelligence:

1. Establishment of Center of Excellence at CMRTC on Artificial Intelligence by ORBIT SHIFTERS.
2. ORBIT SHIFTERS shall be the prestigious knowledge partner on Artificial Intelligence with CMRTC

These would be undertaken without any prejudice to prevailing rules and regulations in CMRTC and ORBIT SHIFTERS, without any disregard to any mechanism evolved and approved by the competent authorities under Govt of India in so far such mechanism applies to CMRTC and ORBIT SHIFTERS. The areas of cooperation can be extended through mutual consent.

ARTICLE - II: SCOPE AND TERMS OF INTERACTIONS

CMRTC and ORBIT SHIFTERS shall encourage interactions between the Engineers, Scientists, Research Fellows, Faculty members and students/trainees of both the organizations through the following arrangements:

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1. ESTABLISHMENT OF ORBIT SHIFTER'S CENTER OF EXCELLENCE ON ARTIFICIAL INTELLIGENCE AT CMRTC

Objective:

To set up a **Center of Excellence** for **Artificial Intelligence** at CMRTC.

Interactions:

- a) CMRTC will provide necessary space to set up a Center of Excellence at its campus.
- b) Operations of CENTER OF EXCELLENCE shall be handled by the respective personnel of ORBIT SHIFTERS along with CMRTC respective personnel upon training.

2. ORBIT SHIFTERS TO BE CMRTC'S KNOWLEGDE PARTNER

Objective:

ORBIT SHIFTERS shall partner with CMRTC as an effective knowledge partner.

INTERACTIONS:

- a) ORBIT SHIFTERS will give valuable inputs to CMRTC in teaching / training methodology and suitably customize the curriculum about Artificial Intelligence so that the students fit into the industrial scenario meaningfully.
- b) ORBIT SHIFTERS shall up-grade the skill sets of faculty members and Students of CMRTC by training.
- c) ORBIT SHIFTERS shall promote Research and Development and Innovation among the students and Faculty members of CMRTC on Artificial Intelligence.
- d) ORBIT SHIFTERS shall train the students of CMRTC to improve employability.
- e) ORBIT SHIFTERS shall render internships and Projects to Students and Faculty members of CMRTC.
- f) ORBIT SHIFTERS shall extend the necessary support to deliver guest lecturers to the students of CMRTC on the technology trends and in house requirements.

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- g) ORBIT SHIFTERS shall train the Faculty members of CMRTC for imparting training as per the industrial requirement considering the National Occupational Standards in concerned sector, if available.

ARTICLE - III: SHARING OF FACILITIES

- a) CMRTC and ORBIT SHIFTERS 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) CMRTC and ORBIT SHIFTERS shall permit the sharing of software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two organizations. However, responsibility for safety of software and other materials during the exchange will rest on the Concerned CMRTC and ORBIT SHIFTERS Directors.

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

- a) The collaborative programme between CMRTC and ORBIT SHIFTERS shall be coordinated by a coordination committee appointed by Directors of both the organizations.
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and will be brought on record each case after due approval from Heads of both the organizations.

ARTICLE – V: EFFECTIVE DATE OF 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 MoU shall be for a period of 2 years from the effective date.
- c) During its tenancy, the MoU may be extended or terminated by a prior notice of not less than

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6 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/training under the MoU.

- d) Any clause or article of the MoU may be modified or amended by mutual agreement of CMRTC and ORBIT SHIFTERS.

ARTICLE – VI: Intellectual Property Rights

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 CMRTC and ORBIT SHIFTERS 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 CMRTC and ORBIT SHIFTERS 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 CMRTC and ORBIT SHIFTERS 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 by 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 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 receiving party,
- b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;

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- 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 or other legal compulsion, after providing prior notice to the disclosing party.

For the purpose of implementing the co-operation in respect of any areas stated in paragraph 1, the parties will enter into a legally binding agreement subject to terms and conditions as mutually agreed upon by the parties and this agreement will be subject to and not separable from this MoU.

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

The dispute or difference whatsoever (if any) 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 themselves, failing which the matter shall be referred to a settled through arbitration. The arbitration proceedings shall be held by a mutually agreed arbitrator in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be Hyderabad ad Language of arbitration shall be English.

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

Signed for and on Behalf of

Signed for and on Behalf of

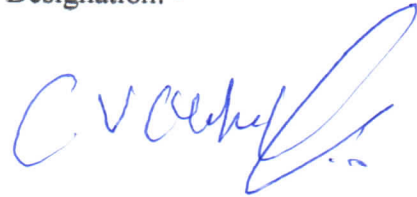
A. Reddy 12-6-20
CMR Technical Campus, Hyderabad

Orbit Shifters India Pvt Ltd, Hyderabad.

Name: - Dr. A. Raji Reddy
Designation: - Director

Name: - *Mahesh Kumar CV*
Designation: -

Director
CMR Technical Campus
Kandlakoya (V), Medchal (M&D),
Hyderabad, Telangana-501 401.



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