### MEMORANDUM OF UNDERSTANDING

Between

## SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY, LONGOWAL, PUNJAB INDIA



And

## SABUDH FOUNDATION (A NON-PROFIT SECTION-8 COMPANY),



AGREEMENT FOR JOINT COLLABORATION IN ESTABLISHING

## **CENTRE OF EXCELLENCE (DATA HIVES)**

#### MEMORANDUM OF UNDERSTANDING BETWEEN

#### SLIET, LONGOWAL

#### AND

#### SABUDH FOUNDATION, SAHIBZADA AJIT SINGH NAGAR

Whereas, Sabudh Foundation, (hereinafter referred to as "SF", which expression shall unless repugnant to the context thereof, include its successors and permitted assigns), a not for profit section 8 company, registered at #329, sector 33A, Chandigarh and having its office at D-228, Third Floor, Sector 74, Sahibzada Ajit Singh Nagar, Punjab 140307 and hereinafter unless the context otherwise requires be referred to as Sabudh Foundation

Whereas, SANT LONGOWAL INSTITUTE OF ENGINEERING & TECHNOLOGY (SLIET), LONGOWAL, PUNJAB has been established and funded by Ministry of Education, Government of India in 1991 to provide technical education in emerging areas of Engineering and Technology. This Institute has a beautiful sprawling green area of 451 acres, with many topographically featured picturesque landscape and presents a spectacle of harmony and natural beauty. The Institute offers programs such as certificate diploma, undergraduate (B.E.) & postgraduate (M.Tech.) degree and Ph.D. levels in various branches of Engineering and Science. It caters to the technical human resources requirements at various levels in Industries/Institutions by imparting professional education with an emphasis on industrial training and entrepreneurship development.

WHEREAS, both SLIET, Longowal and Sabudh Foundation, now

- Recognizing the need to create momentum in Artificial Intelligence, Machine Learning and other advanced technologies in the Punjab Region
- Appreciating the value that these technologies can bring to society
- Desiring to establish a Centre of Excellence (Data Hives) and create solutions using these technologies to impact society
- Recognising that if local talent is not developed, the region will be dependent on foreign innovation that may or may not be optimal for the peculiarities of our society.

Intend to collaborate in the establishment of the Sabudh Data Science for Social Good Center in Mohali that will train students in these advanced technologies and create a momentum in research, both applied and fundamental, that has the potential of addressing social problems in the region.

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NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both Department of EIE, SLIET, Longowal and Sabudh Foundation hereby acknowledge and agree to sign a Memorandum of Understanding (MOU).

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

The Sabudh Data Science for Social Good Centre will be established in collaboration with leading academic institutions with the intention of

- Bringing the best academic and industry content for educating local talent in advanced technologies
- Establishing a Centre of Excellence (Data Hives) at SLIET, Longowal through EIE department.
- Conduct workshops and training courses for students and academics
- Idiate projects of Social Impact with Government agencies and Society.
- Execute on projects with social impact with students, academics and industry mentors.
- · Raise awareness of the impact these technologies will have on society
- Develop apps for data collection, where required, to allow for the development of social impact solutions.
- Support social entrepreneurship amongst students
- Develop local IP and provide support for it being exploited by developing IP sharing agreements between related parties

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

#### SABUDH FOUNDATION:

- Provide Industry ready training in advanced technologies such as Machine Learning, AI, Cyber Security, IoE
- Bring social problems for researchers to engage with
- Bring our extensive network of world wide academics and industry leaders and industry leaders to interact with SLIET academics and students
- Train students in advances in Machine Learning, AI and other future technologies
- · Work with SLIET, Longowal to bring funding for social projects
- · Raise awareness of the great work on the subject happening in the Punjab region

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- Organise dissemination workshops
- Provide access to top companies in this space for student employment
- · Attract industry to engage/invest with research in the institute
- Attract investment in the Punjab region in advanced technologies
- Provide Master/Phd thesis opportunities to students
- Run faculty development programmes
- Run awareness workshops in departments of the SLIET, Longowal on how these advanced technolgies can help advance their own subject areas
- Co-teach modules on advanced technology areas
- Create data repositories associated with local Punjab context

#### SLIET, LONGOWAL

- Filter good students for the two/six month internship at the Sabudh Foundation
- Faculty to engage in research on social good projects with the Sabudh Foundation on topics of interest
- Provide mentorship to students at the Foundation on projects of interest
- Produce e-content for training students in topics of expertise
- Provide a single point of contact that will actively participate in regular Steering Committee meetings
- The monitoring and laisioning with SPOC of Sabudh foundation would be through Training & Placement Department of SLIET.

#### **ARTICLE-III: 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 3
  months by either party. However, termination of the MOU will not in any manner affect the ongoing projects or trainings being undertaken at that point of time under the MOU.
- Any clause or article of the MOU may be modified or amended by mutual agreement of Sabudh Foundation and SLIET, Longowal.

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#### **ARTICLE-IV: IPR**

- Rights regarding publications, patents, royalty, ownership of product, design, process, code-base etc under the scope of this MOU, shall be decided by the two parties by mutual consent.
   ARTICLE-V: CONFIDENTIALITY
- During the tenure of the MOU both SLIET, LONGOWAL and SABUDH FOUNDATION will
  maintain strict confidentiality and prevent disclosure of all the information and data exchanged
  under the scope of this MOU for any purpose other than in accordance this MOU.
- Both SLIET, LONGOWAL and SABUDH FOUNDATION shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.
- Further both SLIET, LONGOWAL and SABUDH FOUNDATION 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:

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

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#### **ARTICLE-VI: AMENDMENTS**

Any amendment add/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-VII: 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 mutual concenses.
- 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 themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of THE ARBITRATION AND CONCILIATION (AMENDMENT) ACT, 2015. The venue of arbitration shall be Chandigarh and Language of arbitration shall be English.

#### ARTICLE-IX: MISCELLANEOUS

- The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both SLIET, LONGOWAL and SABUDH FOUNDATION shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and 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.

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

Signed on this day

(Dr. Sarabjot Singh Anand)

DIRECTOR SABUDH FOUNDATION SAHIBZADA AJIT SINGH NAGAR

> Digitally signed by **BHAVNEET SINGH** BHALLA SINGH BHALLA Date: 2020.11.09 17:26:45

## Witness 1

Signature:

- BHAVNEET

Name: Mr. Bhavneet Singh Bhalla Designation: Director, Sabudh Foundation

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Witness 2

Signature:

Name: Dr. Sukhjit Singh Sehra Designation: Director, Sabudh Foundation

19/21/2020

(Prof. Shailendra Jain)

DIRECTOR SLIET LONGOWAL

Signature: Name: Prof. R K. Mishra Designation: Head T & P SLIET

Signature:

Name: Dr. Manpreet Singh Manna Designation: AsP & TPO SLIET



## GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

# **Certificate of Incorporation**

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that SABUDH FOUNDATION is incorporated on this Twelfth day of July Two thousand eighteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U80904CH2018NPL042071.

The Permanent Account Number (PAN) of the company is ABACS5751N

The Tax Deduction and Collection Account Number (TAN) of the company is PTLS23908D\*

Given under my hand at Manesar this Thirteenth day of July Two thousand eighteen .

DS MINISTRY OF CORPORATE AFFAIRS 27 CORPORATE AFFAIRS 27

Digital Signature Certificate MUKESH KUMAR

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

SABUDH FOUNDATION

H.No. 329, Sector 33A, CHANDIGARH, Chandigarh, Chandigarh, India, 160020



\* as issued by the Income Tax Department