

MEMORANDUM OF UNDERSTANDING

BETWEEN

Hindi Vidya Prachar Samiti's
Ramniranjan Jhunjhunwala College of Arts, Science & Commerce (Autonomous)

AND

Perpetual Gravity Labs pvt Ltd.

This Agreement made and entered into on this 27th day of March 2024 between **Hindi Vidya Prachar Samiti's Ramniranjan Jhunjhunwala College of Arts, Science & Commerce (Autonomous)**, (hereinafter called "EDUCATIONAL INSTITUTE") situated at Ghatkopar, Mumbai and **PerpetualGravity Labs Pvt Ltd.** (hereinafter called "COMPANY", which expression shall include its successors and permitted assignees) with its registered office at Sanpada.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between EDUCATIONAL INSTITUTE and COMPANY in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between EDUCATIONAL INSTITUTE and COMPANY.

2. PROPOSED MODES OF COLLABORATION

EDUCATIONAL INSTITUTE and COMPANY propose to collaborate through

- a. Sponsoring student projects.
- b. Sponsoring R&D projects, which may be carried out wholly at EDUCATIONAL INSTITUTE or at premises of COMPANY or partly at EDUCATIONAL INSTITUTE and partly at COMPANY.
- c. Promoting startup, entrepreneurship, innovations.
- d. Assisting in incubation center development at institute.
- e. any other appropriate mode of interaction agreed upon between EDUCATIONAL INSTITUTE and COMPANY.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. AGREEMENTS FOR RESEARCH COLLABORATION

This research collaboration undertaken by the parties' agreement is described in detail as follows:

- a. The project will be assigned by the company.
- b. It will be executed by the student as part of their curriculum requirement and guided by the project guide of the educational Institute.
- c. If required a startup company will be formed where Intellectual Property created will be assigned if any.
- d. If any intellectual property is generated the student and project guide will get an opportunity to author the patent as inventor and they will not have any individual commercial rights in the intellectual property.

5. CONFIDENTIALITY

- a. During and for a period of one year from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed, confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

6. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

7. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire one year after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

8. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

9. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

11. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

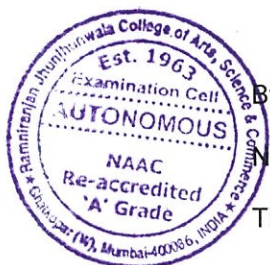
BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of


on behalf of

EDUCATIONAL INSTITUTE

COMPANY



By


Name : Dr. Mahesh D. Datta
Title : Principal
Date : 27.03.2024

PRINCIPAL
RAMKRISHNA MISSION'S JYOTI BHATT COLLEGE
OF ARTS, SCIENCE & COMMERCE (AUTONOMOUS)
(Shalimar (W), Mumbai - 400 086, Maharashtra, INDIA)

By


Name : Mr. Nagendra Paratap Singh
Title : Director
Date : 27.03.2024

