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MEMORANDUM OF UNDERSTANDING

between

RIMT UNIVERSITY



**RIMT
UNIVERSITY**

and

VITTI RESEARCH FOUNDATION

(A Non-Profit Section-8 Company)



ACCELERATING AI RESEARCH & IMPLEMENTATION

AGREEMENT

FOR

JOINT COLLABORATION

IN

ESTABLISHING ARTIFICIAL INTELLIGENCE (AI) INNOVATION HUB (AI CoE)

FOR

RESEARCH & DEVELOPMENT, PROJECTS, CONSULTANCY, TRAINING & EDUCATION

Rahul Mohl
27/9/19

Registrar
RIMT University
Mandi Gobindgarh

MEMORANDUM OF UNDERSTANDING

BETWEEN

RIMT UNIVERSITY

AND

VITTI RESEARCH FOUNDATION

Whereas, **Vitti Research Foundation**, a non-profit Section 8 company has a focus to promote Artificial Intelligence & Robotics through Research, Training & Education, Consultancy, Projects & Products as well as Incubating & Mentoring Start-ups, having its registered office at D-3/3251, Vasant Kunj, New Delhi 110070, and hereinafter unless the context otherwise requires be referred to as **VITTI**.

Whereas, **RIMT University** has been a pioneer in introducing academic and research programs in Engineering areas under Computer Sciences & IT Technologies, Mechanical & Electrical Engineering, Science & Humanities and also has been the hub of interdisciplinary and transactional research with a potential for technology transfer and commercialization of the innovative research products and hereinafter unless the context otherwise requires be referred to as **RIMTU**

WHEREAS, both RIMT University and Vitti Research Foundation, now

- Recognizing the importance of growing need of Artificial Intelligence & Robotics in every aspect of life, have teamed up for undertaking Industry & Govt. projects, consultancy, training, research and development in the areas AI/ Machine Learning, Data Analytics, IOT, Block-Chain, AR/VR/MR etc.
- Appreciating the need for creation of large reservoir of highly qualified man power in AI & Robotics space specially in areas such as Environment, Renewable Energy, Agriculture etc.
- Desiring to club their efforts by pooling their expertise and resources.

Intend to form an AI Innovation Hub (AI COE) to be named as CAAIR (Center for Advancement of Artificial Intelligence & Robotics) and working as nucleus for furthering trainings, culture of promoting

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research & innovation, technology development & delivery along-with incubating & mentoring Start-ups

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both RIMT University and VITTI hereby acknowledge and agree to sign a Memorandum of Understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

The AI Innovation Hub is being set up with both short term and long term objectives. This Centre of Excellence will be named as **CAAIR** (Centre for Advancement of Artificial Intelligence and Robotics).

- Set up a platform for research in the area of Artificial Intelligence Robotics, AR, VR, MR, IOT.
- To create innovative application platform & domain capabilities across verticals for Digital India needs – Environment, Renewable Energy, Smart City, Health & Life Science, and Agriculture among others.
- To provide an ecosystem for innovation to thrive and embrace entrepreneurship.
- Build Industry capable talent, startup community and entrepreneurial ecosystem for AI, Robotics, ML working in AR, VR and MR.
- Set up collaboration of Academia with Industry & Government to rework the technology back-ends to ensure smooth transition to next Industry Revolution (4.0).
- Provide support for all aspects of data analytics including support for analysis of large datasets and applications of artificial intelligence (machine learning) to all areas of research. This will also support advanced database design including customized database schema design, import and normalization of data & query optimization needs across sectors.
- In the long term, the education system, industry and policy makers adopt Artificial Intelligence and Robotics as a practice for betterment of society.
- Start-up support, Incubation specifically for AI technologies & industry event organization
- IPR Life Cycle Management including it's commercialization support
- The areas of cooperation can be extended through mutual consent.

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ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

VITTI RESEARCH FOUNDATION:

- Help design a premier systems laboratory for R&D in Artificial Intelligence & Robotics and align with immersive AR, VR, and MR research. For establishing the AI Innovation Hub, a Detailed Project Report (DPR) will be required which will cover the following:
 - Structure of the AI Innovation Lab
 - Hardware & Software requirements
 - Administrative and Technical staff requirements
 - Industry Connects
 - Revenue streams
- Take up Industry event organization. Vitti will take up effort to not only market Industry event at GCE will also support proper & detailed planning in terms of creating the awareness about the event using Digital marketing, contacting Industry for arranging the speakers to inviting the industry leaders for panel discussions but also arranging seminar, talks, workshop.
- Bring Industry problems and solve using AI research & implementation- domain focus (Environment, Renewable Energy, Agriculture, Health & Life Science etc.)
- Support & Mentor start-ups and provide them Industry alignment
- Support IP evaluation, protection, market insight, prototype, negotiation till product development and license exploitation
- Amalgamate associated technology set e.g. Neurosciences, BCI, Mixed Reality to AI world and endeavor to help industry solve some of the real-world problems and deliver horizontal/vertical POCs & enterprise applications
- Align with government, industry, premier academic institutions & research foundations globally to develop & deliver research-oriented AI & robotics implementations.
- Leverage Vitti research foundation's other COEs being established with premier institutions, universities and industry for project delivery, mentoring, training etc.

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- Create a research hub focused on the fundamental AI problem sets and will endeavor to publish papers and generate Intellectual Property (IPs) in partnership with academia.
- Will be responsible of front ending, operationalizing, conducting the daily operations and ensuring the success of the AI Innovation Hub.
- Provide world-class AI research base for Masters & PhDs initiatives in conjunction with top Global Universities & Scholars.
- Work with University to create publication to promote safe AI with contributions from global best practices and works.
- Support design, delivery, certification of courses on AI & Emerging Technologies

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- Provide human resources and physical resources on sharing basis to supports the activities of CoE, for project development, delivery, content design, writing & retooling/reskilling of professioanls, launch new courses on AI & Emerging Technologies..
- RIMTU and VITTI will work together for obtaining Govt. grants, CSR funding, Industry projects, Research & Development, Proof of Concepts etc.
- RIMTU will support for project consultancy, development & delivery.
- The CoE will work towards fostering research and education along with Government and Industry to bring in the following gains in this domain
- Build AI practice from the RIMTU campus and bring research to the CoE.
- Bring Government funded projects to add to the Digital India and related projects and going forward deliver and monetize these projects.
- Build technology platform and create IPR for monetizing as well as putting to open cloud for more research and growth.
- Get Industry funding for immersive AR, VR, MR research and build assets.
- CoE to contribute in creating content

ARTICLE-III: EFFECTIVE DATE AND DURATION OF MOU

- This MOU shall be effective from the date of its approval by competent authorities at

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- 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 on-going 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 Vitti Research Foundation and RIMT University.

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

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 the courts at Delhi.
- 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 Delhi 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.

Rohit Mehta
 27/11/19
 Registrar
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- Both RIMTU and VITTI 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.

ARTICLE-X: COORDINATORSHIP(s)

- The following members from RIMT University and Vitti research foundation will coordinate the activities of AI Innovation Hub.

ARTICLE – XI : COMMERCIAL TERMS

- For every training, project work, initiative etc. a detailed statement of work(SOW) will be developed highlighting roles and responsibilities along with commercials and schedule.
- All the efforts (e.g. preparing the Detailed Project Report, Conducting the Industry Event and Operating the AI COE) will be charged. In addition any other expenses in terms of personnel travel & stay will also be charged on actuals by Vitti to RIMTU.

RIMT University

Rakesh Mohan, Registrar 27/9/19

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Witness:

(Signature)

Vitti Research Foundation

Kundana Kumar Lal, President

Witness: