

**MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN**

BLUE HEART LAB PVT LTD, LUCKNOW

AND

KIPM COLLEGE OF ENGINEERING & TECHNOLOGY, GORAKHPUR

Blue Heart Lab Pvt Ltd situated at Lucknow Uttar Pradesh, a private limited company registered as Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 the Companies (Incorporation) Rules, 2014.

And

This MoU is entered into on the 3rd day of August, 2023 by and between KIPM College of Engineering and Technology, Gorakhpur U. P. (hereinafter called KIPM-CET) situated at Gorakhpur (U. P.) an institute affiliated to Dr. A. P. J. Abdul Kalam Technical University, Lucknow, U. P.

The aforesaid organisations are hereinafter referred to individually as Institution/University and collectively as institutions.

1. Objectives of the MoU

The objectives of the MoU are:

- a) Development of joint educational programmes.
- b) Joint or collaborative research projects and publications.
- c) Joint organisation of technical meetings, international/national workshops, conferences, seminars, student development programmes, staff development programmes, training programmes, etc.
- d) Promoting collaboration in academic activities related to IoT, Python, ML and AI.
- e) To encourage bright students of KIPM-CET to come for training and internship at BHL-LUCKNOW.
- f) Extending help in increasing the placement of students and consultancy projects.
- g) Both parties will collaborate on joint research projects, encouraging students and faculty to work on real-world challenges and innovations in IoT, Python, ML, and AI.

2. Technical area of Collaboration

- a) Organizing joint workshops/conferences and Personality/Professional Development Programmes for enhancement of skills to Students and Faculty.
- b) Collaborate on identifying research areas and providing mentorship for research projects.
- c) Assist in the development of innovative solutions and prototypes in IoT, Python ML, and AI.
- d) Offer internship opportunities for qualified students from the College.
- e) To implement a Continuing Education Programme to improve quality of teaching and technical staffs of KIPM-CET through short-term/long-term certificate courses with BHL-LUCKNOW.
- f) To provide academic interaction by delivering Special Training/Lectures at KIPM-CET on the topics of advance to modern industry, start-up, skill India, digital India, community development etc.
- g) Guidance for enhancement in infrastructural development of KIPM-CET.
- h) Doing the joint International and National sponsored consultancy projects.

A specific plan will be worked out by the institutions depending upon availability of resources.

3. Terms and Conditions

- a) The cost of development of infrastructure at KIPM-CET should be borne by KIPM-CET.
- b) For continuing education/training to KIPM-CET students and teachers and, the financial arrangements should be borne by KIPM-CET.
- c) The students and faculty members of KIPM-CET can use the lab facility of BHL-LUCKNOW for short-time free of cost.
- d) Both party agree to help, identify, and invite the students, faculty members and researchers from the other institutions to participate in conferences / seminars / symposia, workshops, and short-term courses.
- e) This MoU may be amended, renewed, and terminated by mutual written agreement of the both KIPM-CET, BHL-LUCKNOW at any time.
- f) Either party shall have the right to terminate this MoU upon 60 days prior written notice to the other institution.
- g) All the financial liability for the work done by BHL-LUCKNOW for KIPM-CET will be borne by KIPM-CET only.
- h) BHL-LUCKNOW will extend the collaboration, expertise and technical support to KIPM-CET with the condition that expenses, if any, will have to be borne by KIPM-CET only.

4. Confidentiality

- a) The BHL-LUCKNOW and the KIPM-CET agree to hold in confidence all information's / data designated by the institutions as being confidential which is obtained from either institution or created during the performance of the MoU and will not disclose the same to any third party without written consent of the other institution.
- b) The above confidentiality clause under this MoU excludes the information's / data possessed by either institution before entering this MoU or independently developed and / or information already available through public domain.

5. Duration of MoU

This MoU, unless extended by mutual written consent of the institutions, shall expire in 6 month/one Semester after the effective date specified in the opening paragraph. However, on review, the MoU can be extended for another two years by mutual consent.

6. Coordinators

Both institutions will designate persons who will have responsibility for co-ordination and implementation of this agreement.

7. Intellectual Property Rights

The Intellectual Property Rights (IPR) that arise as a result of joint research and collaborative activity under the agreement will be worked out on a case-to-case basis and will be consistent with officially laid down IPR policies of the two institutions.

8. Indemnity

BHL-LUCKNOW shall remain indemnified in case of any injury caused during training programmes or other activities due to any faulty protocol etc.

Both BHL-LUCKNOW and KIPM-CET agree to the above principal subject to the completion of such other formalities required by university bodies including the approval of the Competent Authority under relevant Act and Statutes.

9. Force Majeure

Neither institution shall be held responsible for non-fulfilment of their respective obligations under this agreement due to exigency of one or more of the force majeure events such as but not limited to Act of God, War, Flood, Earthquakes, Strikes, Lockouts, Epidemics, Riots, Civil Commotion, etc., provided on the occurrence and cessation of any such events, the institution effected thereby shall give a notice in writing to the other institution within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the institutions shall jointly decide about the future course of action.

10. Resolution of Dispute

- a) Any dispute between the institutions arising in connection with the performance of this MoU shall be resolved amicably between the institutions through a process of negotiation by the representatives of both the institutions.
- b) In the dispute is not resolved, then it shall be referred to the Chairman, KIPM Technical Campus and Director / Director of BHL-LUCKNOW for settlement. Even then, if any issue still remains unresolved, then it shall be referred to the Arbitrator who shall be appointed with the consent of both the institutions. The seat of the Arbitrator shall be at either of the states/districts and proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

11. Signed in Duplicate

This MoU is executed in duplicate with each copy being an official version and having equal legal validity. By signing below, the institutions, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first written above.

On behalf of


Director, 3/18/23

KIPM College of Engineering & Technology,
GIDA, Gorakhpur – 273 209 (U. P.).


On behalf of


Director, 8/08/23

Blue Heart Lab Pvt Ltd, Lucknow – 226010 (U.P.)

Witness

1. Dr. Pooja Singh


2. Dr. NITESH TIWARI


Witness

1. Rahul Patel


2. Dr. Ajay Kumar Maurya
