

**MEMORANDUM OF UNDERSTANDING**

Between

**DR. B.C ROY ENGINEERING COLLEGE-DURGAPUR**



And

**VITTI RESEARCH FOUNDATION**

(A Non-Profit Section-8 Company)



Regd. under U/S Section 12A & 80G Income Tax Act  
Accelerating AI Research & Implementation

AGREEMENT

FOR

JOINT COLLABORATION IN ESTABLISHING

Dr. B.C Roy Engineering College Innovation Hub (BRAIN)

FOR

RESEARCH & DEVELOPMENT, PROJECTS, CONSULTANCY, TRAINING & EDUCATION



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30/03/2022

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30/03/22

## MEMORANDUM OF UNDERSTANDING

BETWEEN

DR. B.C ROY ENGINEERING COLLEGE

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 8/3 2nd floor, Abdul Aziz Road, W.E.A., Karol Bagh, Delhi-110005 and hereinafter unless the context otherwise requires be referred to as **Vitti**.

Whereas, **Dr. B.C Roy Engineering College** has been a pioneer in introducing academic and research programs in Management 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 **BCREC**.

WHEREAS, both BCREC and Vitti,  
now

- § Recognizing the importance of growing need of Artificial Intelligence, Robotics & Emerging and Foundational Technologies in every aspect of life, have teamed up for undertaking Industry & Govt. projects, Consultancy, Training & Education, Research and Development in the areas of AI/ Machine Learning, Data Analytics, IOT, Blockchain, AR/VR/MR etc.
- § Appreciating the need for creation of large reservoir of highly qualified manpower in AI, Emerging & Foundational Technology space especially in areas such as Fintech, Media & Communication, Management, and Education etc.
- § Desiring to club their efforts by pooling their expertise and resources.

BCREC Intend to form an Special Purpose Vehicle (SPV), a Section-8 Company with Vitti having 30% stake to be named as BRAIN (BCREC AIEFT Innovation Hub) and working as nucleus for furthering Consultancy, Trainings & Education, Culture of promoting Research & Innovation, Technology Development, Delivery of Products & Projects 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 BCREC and Vitti hereby acknowledge and agree to sign a Memorandum of Understanding (MOU).



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VITTI RESEARCH FOUNDATION

## ARTICLE-I: SCOPE OF THE MOU

The AI Innovation Hub is being set up with both short term and long-term objectives. This Innovation Hub will be named as **BRAIN** (BCREC AIEFT Innovation Hub).

- Set up a platform for research in Artificial Intelligence, AR, VR, MR, IOT, Blockchain etc.
- To create innovative application platform & domain capabilities across verticals for Digital India needs such as Fintech, Management, Media & Communication, Education, Environment, 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 /ML and other associated cutting-edge technologies.
- 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.
- In the long term, the education system, industry and policy makers adopt Artificial Intelligence and Emerging Technologies as a practice for betterment of society.
- Start-up support, Incubation specifically for AI technologies & industry event organization
- IPR Life Cycle Management including its commercialization supports
- The areas of cooperation can be extended through mutual consent.

## ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

### VITTI RESEARCH FOUNDATION:

- Help design a premier systems laboratory for R&D in Artificial Intelligence and align with immersive AR, VR, and MR research. For establishing the BRAIN (BCREC AIEFT Innovation Hub), a Detailed Project Report (DPR) will be required which will cover the following:
  - Structure of the AIEFT Innovation Hub (SAIN)
  - 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 AIEFT focused Industry event at BCREC 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 presentations, discussions etc. but also arranging seminar, talks, workshop, hackathon etc..
- Bring Industry problems and solve using AI research & implementation- domain focus (Production, Management practices, Education, Fintech, Environment, and 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. 5G, 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



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- Align with government, industry, premier academic institutions & research foundations globally to develop & deliver research-oriented Autonomous vehicle, AI & robotics implementations.
- Leverage Vitti's other COEs being established with premier institutions, universities and industry for project delivery, mentoring, training etc.
- 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 through its AI Innovation Hub, operationalizing the Hub, conducting the daily operations, and ensuring the success of the AIEFT Innovation Hub.
- Provide world-class AI research base for master's & 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.
- Every internship program would be paid and the cost shall be decided by Vitti & BCREC jointly.
- Support design, delivery, and certification of courses on AI & Emerging Technologies

#### **Dr. B.C Roy Engineering College:**

- Provide human resources and physical resources on sharing basis to supports the activities of Hub, for project development, delivery, and content design, writing & retooling/reskilling of professionals, launch new courses on AI & Emerging Technologies.
- BCREC and Vitti will work together for obtaining International & Govt. grants, CSR funding, Industry projects, Research & Development, Proof of Concepts etc.
- BCREC will support for project consultancy, development & delivery.
- The Hub will work towards fostering research and education along with Government and Industry to bring in the following gains in this domain
- Build Artificial Intelligence & Data Analytics practice from the BCREC campus and bring research to the Hub.
- 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.
- Establish AIEFT Innovation Hub to contribute in project delivery, R&D and creating 2D, 3D content

#### **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 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 and BCREC.

#### **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.



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#### ARTICLE-V: CONFIDENTIALITY

- During the tenure of the MOU both BCREC 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 BCREC 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 BCREC 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:
  - 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 Here to 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/Kolkata.
- 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/Kolkata and Language of arbitration shall be English



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**ARTICLE-IX: MISCELLANEOUS**

- The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.
- Both BCREC 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 BCREC and Vitti will coordinate the activities of BRAIN (BCREC AIEFT Innovation Hub).

**ARTICLE – XI: COMMERCIAL TERMS**

- For every training, project work, consultancy, research work, lab establishment, 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, Bill of Material, Conducting the Industry Event and operating the AI Innovation Hub) and resources provided for operationalization of BRAIN or projects will be charged. In addition any other expenses in terms of personnel travel & stay will also be charged on actuals by Vitti.

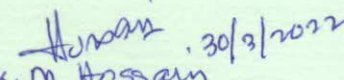
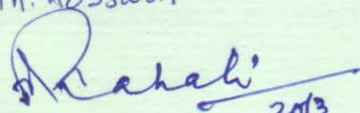
**Dr. B.C Roy Engineering College**

  
30/03/2022  
**Dr. Sanjay S. Pawar**  
Principal

**Vitti Research Foundation**

  
30/03/2022  
**Kundana Kumar Lal**  
President

Witness:

1. Name  30/3/2022  
k. m. Hossain
2. Name   
AKHILESH KHATWANI 30/3/22

Witness:

1. Name
2. Name

