

MEMORANDUM OF UNDERSTANDING

Between



Blue Aves E-Health Pvt Ltd.

(513-517, 5th Floor, Tower 'C', Noida One IT Park, Sector 62, Noida, Uttar Pradesh
Registered under registrar of companies, Chandigarh
CIN: U72300PB2011PTC035676, having its Registered Office at
608, SCO 18 Feroze Gandhi Market, Ludhiana 141001)

And



Punjabi University, Patiala (Punjab) – 147 002

Memorandum of Understanding

This Memorandum of Understanding (MoU) is entered into on 06/April, 2022 at Patiala, Punjab (India)

This Memorandum of Understanding (MoU) sets for the terms and understanding between:

BY and BETWEEN:

- (i) **Blue Aves, E-Health Pvt Ltd., 513-517, 5th Floor, Tower 'C', Noida One IT Park, Sector 62, Noida, Uttar Pradesh 201309**, registered under registrar of companies, Chandigarh (Corporate Identification number U72300PB2011PTC035676) having its Registered Office at 608, SCO 18 Feroze Gandhi Market, Ludhiana 141001 hereafter referred to as '**BLUE AVES**') represented by its director.
- (ii) **Punjabi University Patiala, Punjab** (here-in-after referred to as '**PUP**'), governed by its own rules and regulations, is one of the premier Institutions of Higher Learning since 1962, represented by its Registrar, having its office at **Punjabi University Patiala, Punjab-147002, India**

1. Background of parties

- **BLUE AVES**

Blue Aves company providing software development and maintenance services to clients spread across the world. Company specializes in Data Services, Digital Enterprise Services, Internet of Things, Web Studio Services, System Integration, Supply Chain Management, Software & Application Development, Business Intelligence & Analytics and Quality Assurance & Testing.

- **PUP**

PUP, is one of the premier Institutions of Higher Learning since 1962, Now the university caters to the educational needs of nine Districts of Punjab. Over the time since its inception, the University has evolved into a multi-faceted and multi-faculty educational institution for the promotion of higher education and research in Sciences, Engineering & Technology, Humanities, Arts, Languages, Technology and many more.

Both the Institutes have agreed todayto enter into an academic and scientific collaborative understanding on the terms and conditions enumerated in this MoU.

2. Modes of Cooperation

BLUE AVES and PUP shall seek to promote:

- i. Sharing of expertise and domain knowledge.
- ii. Promoting interaction among the scientists, faculty members and research scholars of both the organizations by exchange visits and/or organizing brainstorming sessions to identify, formulate and pursue joint research programs.
- iii. For collaborative research work, BLUE AVES may station upto two employees at PUP. The employees will be provided office space by PUP, while they will have to make their own arrangements for stay and travel.
- iv. Engagement of students for Summer/Winter Internships for UG students and dissertation work of PG and Ph.D. students: The students can carry-out project work assigned by BLUE AVES. Concerned department from PUP will assign a faculty mentor to the students, who will ascertain the relevance of project work with respect to the curriculum and guide the students in the project work.
- v. Exchange of Academic and Research Material for joint publications and Intellectual Property (IP) rights: Such IP would acknowledge joint inventorship of personnel/ students of both the institutions, as applicable.
- vi. Writing of research articles, books/ booklets, jointly in the common areas of interest.

3. Protection of IPR

In broad terms, the IPR issues will be based on the following:

1. All research results and foreground information as well as foreground intellectual property rights, generated during the joint research work, whether or not legally projected, shall be owned jointly by BLUE AVES and PUP.
2. BLUE AVES and PUP shall consult each other before publishing any research results and foreground information generated during the joint research to ensure that no proprietary information is released and that foreground intellectual property rights are not jeopardized.
3. BLUE AVES and PUP shall not disclose any research result and foreground information, generated during the joint research, to any third party without seeking prior written permission from each other. Any scientific information exchanged / shared between the parties for joint research / supervision will not be transferred to a third party in any form without the consent of the parties.

4. Terms of Collaboration

- i. The MoU does not involve any financial liability on either party. The Parties agree that the mutual benefits will be terms of learning and research only.
- ii. Each Party shall bear its own costs in connection with the execution of this MoU and in relation to the fulfillment of its obligations hereunder, unless otherwise agreed upon.
- iii. BLUE AVES and PUP agree to enter into collaboration on research & development; faculty, staff and student exchange with pre-defined objectives, scope of work and mutual obligations, terms & conditions, financial arrangements, Intellectual Property Rights and similar contractual obligations.
- iv. In so far as any third party is concerned, this MoU will be valid only when a letter from both the parties is enclosed specifically expressing concurrence and an officer identified by name, representing the respective institutes and responsible for the specified project.
- v. In case either party decides to permit use of its equipment, facilities and/or manpower to the other for executing a project, the scope of such a project, cost estimates of the project, modalities of payment and all other related aspects would be worked out jointly by BLUE AVES and PUP.

- vi. Participating Staff and Students involved in any activities under this MoU must adhere to laws of the country and rules & regulations of the host institutions.
- vii. Ownership of any research findings shall be vested in both the parties through this MoU and any publications regarding the same shall only be possible after prior approval from both the parties.

5. Disclaimer

This MoU is not intended by BLUE AVES and PUP to constitute, create, give effect to, or otherwise recognize a joint venture, agency, partnership or formal business organization of any kind. Each party hereto shall act as an independent entity and neither shall act as an agent of either organization for other purposes. Neither party has the authority to bind the other party.

6. Non-exclusive

The agreement reflected by the provisions of this MoU is non-exclusive in nature and both the parties can enter into cooperative arrangements with other parties to suit their organizational needs.

7. Confidentiality

The parties understand that in the course of their association, they shall have access to confidential information provided by the other party. Accordingly, the parties agree that such information shall be maintained in the strictest confidence and trust, except such information which, by its nature, is not confidential or which is in the public domain or which the party comes to know about other, without violation of any law or legal obligation, provided that such party may be entitled to disclose such information, if legally required to be disclosed to a Competent Authority. Failure to maintain confidentiality shall entitle the affected party to terminate the MoU.

8. Period of Validity

The MoU would be valid for a period of One (01) year from the date of signing by the parties. At the end of validity period of the MoU, a fresh MoU with similar/modified terms may be considered for the renewal.

9. Reviews

The MoU shall be reviewed periodically by both the parties and additions/deletions can be done with mutual consent.

10. Termination

The MoU can be terminated by either party after giving one month's written notice to the other party, subject to fulfilment of commitments already agreed upon. Provisions of this MoU shall continue to apply to ongoing activities until their completion.

11. Understanding

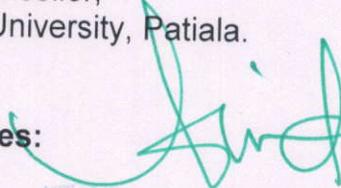
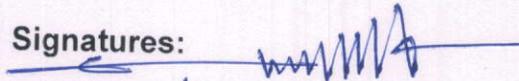
The MoU constitutes the understanding between the parties hereto. Except as otherwise provided herein, no addition, amendment or modification of this MoU shall be effective unless it is in writing and signed by both parties by their respective authorized signatories.

12. Resolution of disputes

In the event any dispute or conflict of interest arising in the implementation of the MOU endeavor shall be made to resolve such dispute by way of mutual discussion between the parties.

13. Seal of the parties

In witness whereof, the parties represented by their authorized representatives, agree to accept and sign this MoU:

For and on behalf of Punjabi University Patiala	For and on behalf of Blue Aves E-Health Pvt. Limited
Prof. (Dr.) Arvind Vice Chancellor, Punjabi University, Patiala.	Mr. Harpinder Pal Managing Director, Blue Aves E-Health Pvt. Ltd., Ludhiana.
Signatures: 	Signatures: 
Date: 28/12/2021	Date: 6 th April 2022.
Seal: 	Seal: