MEMORANDUM OF UNDERSTANDING

between

PUNJABI UNIVERSITY, PATIALA

and

Sabudh Foundation(ANon-Profit Section-8 Company),

AGREEMENT

FOR

JOINT COLLABORATION

IN

ESTABLISHING

THE SABUDH DATA SCIENCE FOR SOCIAL GOOD CENTRE

MEMORANDUM OF UNDERSTANDING BETWEEN

PUNJABI UNIVERSITY, PATIALA

AND

SABUDH FOUNDATION, CHANDIGARH

Whereas, **Sabudh Foundation**, (hereinafter referred to as "SF", which expression shall unless repugnant to the context thereof, include its successors and permitted assigns), a not for profit section 8 company, registered at #329, sector 33A, Chandigarh and having its office at STPI Incubation Center, Plot No. C-184, Industrial Area, Phase-VIII-A, Sector 75, SahibzadaAjit Singh Nagar, Punjab 160071and hereinafter unless the context otherwise requires be referred to as **Sabudh Foundation**

Whereas, **Punjabi University, Patiala** has been a pioneer in introducing academic and research programs in Engineering areas under Pharmaceutical Sciences, Life Sciences and Engineering Sciences and Cluster Innovation Cell in Biotechnology as the hub of interdisciplinary and transactional research with a potential for technology transfer and commercialization of the innovative research productsand hereinafter unless the context otherwise requires be referred to as **PUNJABI UNIVERSITY, PATIALA**

WHEREAS, both Punjabi University, Patiala and Sabudh Foundation, now

- Recognizing the need to create momentum in Artificial Intelligence, Machine Learning and other advanced technologies in the Punjab Region
- Appreciating the value that these technologies can bring to society
- Desiring to create solutions using these technologies to impact society
- Recognising that if local talent is not developed, the region will be dependent on foreign innovation that may or may not be optimal for the peculiarities of our society.

Intend to collaborate in the establishment of the Sabudh Data Science for Social Good Centerin Mohali that will train students in these advanced technologies and create a momentum in research, both applied and fundamental, that has the potential of addressing social problems in the region.

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

ARTICLE-I: SCOPE OF THE MOU

The Sabudh Data Science for Social Good Centre will be established in collaboration with leading academic institutions with the intention of

- Bringing the best academic and industry content for educating local talent in advanced technologies
- Conduct workshops and training courses for students and academics
- Idiate projects of Social Impact with Government agencies and Society.
- Execute on projects with social impact with students, academics and industry mentors.
- Raise awareness of the impact these technologies will have on society
- Develop apps for data collection, where required, to allow for the development of social impact solutions.
- Support social entrepreneurship amongst students
- Develop local IP and provide support for it being exploited by developing IP sharing agreements between related parties

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

SABUDH FOUNDATION:

- Provide Industry ready training in advanced technologies such as Machine Learning, AI, Cyber Security, IoE
- Bring social problems for researchers to engage with
- Bring our extensive network of world wide academics and industry leaders and industry leaders to interact with Punjabi University academics and students
- Train students in advances in Machine Learning, AI and other future technologies
- Work with Punjabi University to bring funding for social projects
- Raise awareness of the great work on the subject happening in the Punjab region

- Organise dissemination workshops
- Provide access to top companies in this space for student employment
- Attract industry to engage/invest with research in the university
- Attract investment in the Punjab region in advanced technologies
- Provide Master/Phd thesis opportunities to students
- Run faculty development programmes
- Run awareness workshops in departments of the Punjabi University on how these advanced technolgies can help advance their own subject areas
- Co-teach modules on advanced technology areas
- Create data repositories associated with local Punjab context

PUNJABI UNIVERSITY, PATIALA

- Filter good students for the six month internship at the Sabudh Foundation
- Faculty to engage in research on social good projects with the Sabudh Foundation on topics of interest
- Provide mentorship to students at the Foundation on projects of interest
- Produce e-content for training students in topics of expertise
- Provide a single point of contact that will actively participate in regular Steering Committee meetings

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 notless than 3 months by either party. However, termination of the MOU will not in anymanner 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 Sabudh Foundation and Punjabi University, patiala.

ARTICLE-IV: IPR

- Rights regarding publications, patents, royalty, ownership of product, design, process, code-base etcunder 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 PUNJABI UNIVERSITY, PATIALA and SABUDH FOUNDATION will maintain strict confidentiality and prevent disclosure of all the informationand data exchanged under the scope of this MOU for any purpose other than inaccordance this MOU.

- Both PUNJABI UNIVERSITY, PATIALA and SABUDH FOUNDATION shall bind their respectivepersonnel who come into possession or knowledge of any confidential informationnot to disclose the same to third parties without written approval of the disclosingparty or use such confidential information for any use other than intended underthis agreement or PROJECTS.

- Further both PUNJABI UNIVERSITY, PATIALA and SABUDH FOUNDATION 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;

o   Is independently developed by the receiving party without reference to the confidential information of the disclosing party

o   Is rightfully obtained by the receiving party from a third party or is in thepublic domain.

o   Is disclosed with the written consent of the party whose information it is, or

o   Is disclosed pursuant to court order or other legal compulsion, after providingprior 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 Chandigarh.

- The dispute or difference whatsoever arises between PARTIES in relation to or inconnection with this AGREEMENT both the parties shall first try to resolve thedispute/difference amicably between themselves, failing which the matter shall bereferred to and settled through arbitration. The arbitration proceedings shall beheld in accordance with the provision of THE ARBITRATION AND CONCILIATION(AMENDMENT) ACT, 2015. The venue of arbitration shall be Chandigarh andLanguage of arbitration shall be English.
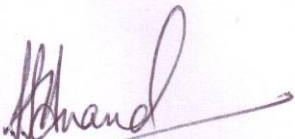
ARTICLE-IX: MISCELLANEOUS

- The headings and subheadings are inserted for convenience only and shall not affect the construction of this Agreement.

- Both PUNJABI UNIVERSITY, PATIALA and SABUDH FOUNDATION shall not, during the termof this Agreement directly or indirectly, solicit or offer employment or engagementto any of the personnel of other party without the prior consent in writing of thatother 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 shallany single or partial exercise of any right, remedy, power or privilege hereunderpreclude 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/negotiationsand correspondence pertaining to it shall become null and void.

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.
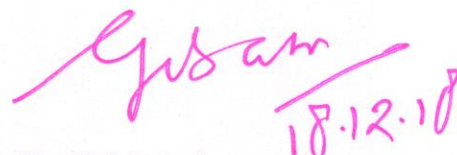
Signed on this day

(Dr. Sarabjot Singh Anand)

DIRECTOR

SABUDH FOUNDATION

CHANDIGARH

18.12.18

(Dr. G.S.Batra)

DEAN ACADEMIC AFFAIRS

Dean Academic Affairs
Punjabi University,
PATIALA-147002

PUNJABI UNIVERSITY

PATIALA