

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is executed on the date last signed to be effective from **20.10.2021** between:

CHOUKSEY ENGINEERING COLLEGE

Lal Khadan, Masturi Road, NH-49, Bilaspur 495004 (CG), India,
(hereinafter referred to as "CEC"), represented by Dr.(Prof.) Kailash Chandra Mahajan

And

BENCHMARK

Benchmark.Address:404-406, Raj Chamber, B/S Mowa Road,Raipur (C.G)
Phone:8103130039,Email:info@BM.company,www. Benchmark.company (hereinafter referred to as "BM"), represented by Mr. Praveen Singh Thakur.

(CEC,Bilaspur, benchmark Group are individually referred to as party and collectively as parties).

WHEREAS:

(a) **CEC**,Bilaspur was established under the aegis of the H. K. Kalchuri Educational Trust, Bhopal, known as LNCT GROUP, started with the aim of providing educational opportunities to the deserving and under-privileged section of the society. It was established in the year 2001 with the moto of 'Working towards being the Best'. It has achieved commendable progress in attracting and retaining highly qualified and experienced faculty, developing high profile academic infrastructure including various well established laboratories, a team of well trained teachers who have created conducive atmosphere for learning and research.

(b) **Benchmark** is Founded in 2013, as a full-service marketing agency in Raipur, we have helped over 1400 brands achieve their desired results through a variety of marketing channels. We pride ourselves on being a one-stop full-service agency for all the marketing needs of brands. We take pride in our creative storytellers AKA marketing professionals who are well-armed to create custom strategies tailored to each client's unique goals, delivering measurable results that drive growth and revenue. At BM, we believe that success is not just about getting more traffic to your website or increasing your social media following; it's about creating meaningful connections with your target audience and building a brand that resonates with them.That's why we approach every project with a focus on building long-term relationships and delivering exceptional value to their clients.

- (c) The Memorandum of understanding (MOU) is a statement of joint interest of both parties with the objective of fostering collaboration between the two institutions to promote academic collaboration and engagement. CEC and BM wish to enter into a MOU wherein the Parties can explore possibilities of engagement & collaboration through the various engineering, technology & research capabilities offered by CEC leading to drive integrated problem solving.
- (d) The Parties intend to cooperate and focus their efforts on cooperation within the areas of skill based education, training, internship, placement, industrial visit, expert lecture, collaborative research projects etc.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MoU, THE PARTIES HERETO AGREE AS FOLLOWS

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding, inter alia is:

- (a) to promote interaction between CEC, BM in mutually beneficial areas.
- (b) Value added engagement from both parties to enhance the knowledge base of employees of the Company and sharing industry best practices to students & faculties of various disciplines of COEP Tech.
- (c) to provide a formal basis for initiating interaction between CEC and BM.

2. PROPOSED MODES OF POTENTIAL COLLABORATION

CEC and Company may collaborate through one or more of the following projects or any such other projects as may be mutually agreed in between the Parties:

- (a) Summer internship to Undergraduate/Postgraduate Students of CEC.
- (b) Arranging Industrial visits of UG/PG students to its manufacturing location in Pune.
- (c) Explore opportunities for joint research programmes undertaken by faculty of CEC and personnel on topics identified by BM of India.
- (d) Visits of faculty to BM for study and discussions or delivering guest lectures on subjects of mutual interest.
- (e) Visits of BM employees to the Institute for seeing research work and laboratories, discussions and delivering lectures on industrial practices and trends, sabbatical, and co-teaching.
- (f) Workshops, conferences, and symposia with joint participation of the faculty of CEC and BM
- (g) Short-term assignment, live projects to faculty members and students in BM
- (h) Training / education of BM personnel through education programmes conducted by CEC in areas of interest to BM of India Limited
- (i) Any other appropriate mode of interaction agreed upon between CEC and BM

Future potential opportunities such as following can be mutually explored

- (a) Sponsoring including funding student projects for UG/PG.
- (b) Sponsoring including funding fellowships for M.Tech/PhD Program.
- (c) Sponsorships of R&D Laboratories at the Institute.
- (d) Training / Education including practical exposure of CEC faculty, through Faculty Education Programs conducted by BM in areas of interest to CEC, BM

3. CONFIDENTIALITY

- (a) The term “Confidential information” shall mean any information disclosed by one party (“Discloser”) to the other (“Receiver”), pursuant to this MoU or otherwise, which is in written, graphic, machine readable or other tangible form and is marked as “Confidential” or ‘Proprietary’ or in some other manner to indicate its confidential nature. Confidential information may also include oral information disclosed by one party to the other, pursuant to this MoU, provided that such information is designated as Confidential at the time of disclosure and reduce to a written summary by the disclosing party, within 30 days after its oral disclosure, which is marked in a manner to indicate its confidential nature and delivered to the receiving party.
- (b) For the term of this MoU, each party, shall treat as confidential all confidential
- (c) information of the other party, shall not use such confidential information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other parties confidential information and shall not disclose such confidential information to any third party except as may be necessary and required in connection with the rights and obligations of such party under this MOU. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of confidential information disclosed to it by other party under this MoU.
- (d) Confidential information shall not include the information which.**
 - i. was generally known and available at the time it was disclosed or became generally known and available through no fault of the receiver, was known to the recipient of such information, without restriction, at the time of disclosure as shown by the files of the recipient in existence at the time of disclosure.
 - ii. is disclosed with the prior written approval of the disclosure.
 - iii. was independently developed by the receiver without any use of the confidential information, and by employees and other agents of the receiver who have not been exposed to the confidential information, provided that the receiver can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development.

- iv. becomes known to the receiver, without restriction, from a source other than the disclosure without breach of this M.O.U. by the receiver and otherwise, not in violation of the discloser's rights.
- v. In addition, each party shall be entitled to disclose the other party's confidential information to the extent such disclosure is requested by the order or requirement of a Court, administrative agency, or other governmental body, provided that the party required to make the disclosure shall provide prompt and advance notice thereof, to enable the other party to seek a protective order or otherwise prevent such disclosure.
- vi. The parties shall, upon expiration of this MOU, promptly deliver to each other all material in its or in its employees' possession or control containing such confidential information.
- vii. The provisions of this Clause shall survive the expiration or termination of this MOU for a period of three-year subsequent academic years. However confidential information in the nature of intellectual property rights, trade secrets and/or such confidential information which needs to be protected/kept confidential owing to applicable law(s) shall be kept confidential in perpetuity by the receiving party.

4. Intellectual property

- (a) BM shall retain all rights, title, and interest in and to any research project IP generated by using BM Confidential Information. employees ("BMIP"). CEC shall retain all rights, title, and interest in and to any Research Project IP generated solely by CEC faculty or students ("University Project IP") without the use of any BM Confidential Information. Nothing in this MOU grants any authority for any Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever, without the prior consent of the other Party.
- (b) CEC hereby assigns to BM all intellectual property rights, whether patentable or not, created in whole or in part, by its faculty, employees, agents, students or in collaboration with BM as part of this MOU.
- (c) At the expense and upon request of BM, CEC and its faculty shall execute all documents evidencing assignment of all patent, trademark, and/or copyright applications and registrations to BM, its successors, assignees, or nominees, and shall fully cooperate with BM and its attorneys as reasonably required in connection with the preparation of any such applications and registrations and will execute all papers necessary to protect BM's rights therein.

5. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries, and divisions, are free to pursue other agreements or collaborations of any kind. However, during the Term and for 1 year after expiration or termination of this

MOU, the student or faculties of CEC involved in the projects, research etc. with BM, shall not be involved in any similar projects, research etc. with or for a competitor of BM.

6. Amendment To MoU

No amendment to this MoU shall be valid unless the same is made in writing jointly by the parties hereto or their authorized representatives and specifically stating the same to be an amendment to this MoU.

7. TERM AND TERMINATION

- (a) This MoU shall be valid for a period of 3 years and can be terminated by either parties with a prior written notice of 3 months served on the other Party.
- (b) Despite termination, the parties shall abide by the usual professional ethics and normal code of conduct to maintain the confidentiality of the information and intellectual property rights.
- (c) In the event of expiry or termination of this MoU (irrespective of the reason for such termination), the following shall apply:
 - I.
 - II. CEC shall submit to BM all the supporting documents, working papers, research information gathered pursuant to any collaboration under this MOU.

8. RELATIONSHIP

- III. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the Parties. Except as expressly set forth in this Agreement, no Party is by virtue of this Agreement authorized as an agent, a partner, employee or legal representative of the other Party, and the relationship of the parties is, and at all times will continue to be, that of independent parties.

9. ASSIGNMENT

- IV. It is understood by the Parties herein this MoU is based on the professional competence and expertise of each party and hence neither Party shall not transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

10. FORCE MAJEURE

- V. If either Party is prevented from or delayed in carrying out any of its obligations under this MOU by reason of force majeure, the Party whose performance is so prevented or delayed, upon prompt written notice thereof to the other Party, shall be excused from such performance to the extent and during the period of such prevention or delay.
- VI.
- VII. Force Majeure shall mean any cause which is beyond the control of the Party invoking force majeure, including, but limited to, and whether or not of the same class or kind like: any government authority, riot, war, hostilities, public disturbance, an act of the public enemy, strike, Government orders, pandemic, epidemic, lock-out or other labor disputes, fire, flood, earthquake, storm, explosion, or acts of God.

11. GOVERNING LAW & DISPUTE RESOLUTION:

This MOU and any collaboration under it will be governed by laws of India. The Parties will attempt amicably to resolve any controversy, dispute or difference arising out of this MOU. However, if no such resolution is reached, the Parties consent to submit to arbitration under the Arbitration & Conciliation Act, 1996. The arbitration proceedings will be presided by a sole arbitrator appointed mutually by the Parties and the venue of arbitration shall be Bilaspur. The proceedings shall be held in the English language. The award shall be binding on the parties, subject to the applicable laws in force and the award shall be enforceable in any competent court of law.

12. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MoU.


13. SIGNED IN DUPLICATE


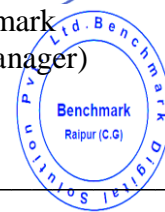
This MoU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

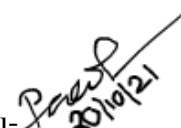
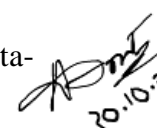
On behalf of-CEC

On behalf of -BM


20.10.21
Chouksey Engineering College
Principal
PRINCIPAL
CHOUKSEY ENGINEERING COLLEGE
LAL KHADAN, BILASPUR (C.G)


Benchmark
HR(Manager)


Witness

1. Mr.Punit Sahu- 
20/10/21
2. Mrs. Anjali Gupta- 
20.10.21