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MEMORANDUM OF UNDERSTANDING

BETWEEN

ZIROH LABS PVT LTD, BANGALORE

AND

SCHOOL OF STUDIES OF ENGINEERING AND TECHNOLOGY

GURU GHASIDAS VISHWAVIDYALAYA,

(A CENTRAL UNIVERSITY)

KONI, BILASPUR, CHHATTISGARH - 495009

IN RESPECT OF INTERACTION OF ACADEMIA AND INDUSTRY FOR IMPROVING THE QUALITY OF TEACHING, FOR IMPARTING PRACTICAL SKILLS TO STUDENTS, UNDERTAKING RESEARCH AND CONSULTANCY

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called as the 'MoU') is entered into on 11th October 2021 between ZIROH LABS PVT LTD having its office at #21, Good Works Infinity Park, Tower 1, 2nd Main Road, Electronics City Phase 1, Electronic City, Bangalore, Karnataka-560100, (hereinafter referred to as "Ziroh Labs"), mostly mentioned as Ziroh Labs of the First Part and SCHOOL OF STUDIES OF ENGINEERING AND TECHNOLOGY, GURU GHASIDAS VISHWAVIDYALAYA (A CENTRAL UNIVERSITY) having its campus on Koni, Bilaspur, Chhattisgarh- 495009 (hereinafter referred to as (second party) of the Second Part;



WHEREAS, **Ziroh Labs** is a Company registered under Company Law and basically working on the development of new cryptographic and distributed system techniques that preserve the privacy of information being stored in cloud computing storage infrastructure.

AND

WHEREAS **School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur**, Chhattisgarh - 495009 is a Central University located in Bilaspur, Chhattisgarh, India. It is one of the largest and oldest institutions of higher education of Chhattisgarh, established under Central Universities Act 2009, No. 25 of 2009. Formerly called Guru Ghasidas University (GGU), established by an Act of the State Legislative Assembly, was formally inaugurated on June 16, 1983. The School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur is one of the leading technological Institute in the state of Chhattisgarh, presently offering bachelor degree courses in Chemical Engineering, Civil Engineering, Computer Science and Engineering, Electronics & Communication Engineering, Information Technology, Industrial & Production Engineering and Mechanical Engineering branches. The school also offers facilities for post-graduation, Ph.D. and undertakes R & D activities, provides testing, consultancy and other extension services including continuing education to the industry through the Industry Institute Interaction cell. The school is also contributing to the rapidly growing technological knowledge and professional excellence by undertaking industrial consultancy and projects.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of their agreement in writing as follow:

1. The subject matter of this MoU is to do research and development on cryptography, networks, and distributed systems with Ziroh Labs.
2. Ziroh Labs is authorized by this MoU to use the services of School of Studies and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur in terms of this MoU.
3. School of Studies and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur will do research and development on cryptography, networks, and distributed systems together with Ziroh Labs.

ARTICLE 1:

MODES OF COLLABORATION

It is mutually agreed that upon the mutual consent of the institutions, collaboration shall be carried out to the extent feasible through such activities as listed below.

 11/10/2024

1. School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur will do Research and Development on projects related to Cryptography, Computer Networks, and Distributed Systems with Ziroh Labs. There will be a separate agreement to be signed by the parties for each such project.
2. School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur will provide students to Ziroh Labs as an intern, and Ziroh Labs will provide priority selection of School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur students for internship.
3. Ziroh Labs will provide their products to School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur for test or trial under an academic license agreement from time to time.
4. Ziroh Labs will provide academic inputs as requested by School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur and may also conduct seminars, workshops, and tutorials for the students of School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur. All such activities will be finalized by the designated officials of School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur and Ziroh Labs.

ARTICLE 2:

IMPLEMENTATION

In terms of such mutual collaboration envisioned and activity implemented under the terms of this agreement, the programs will be mutually discussed and jointly agreed upon in writing by authorized officials of either institution prior to the initiation of a particular program or activity.

ARTICLE 3:

PROCEDURES AND FUNDING

1. The overall program will be coordinated by the office of Dean, School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur and office of Ziroh Labs, Bangalore.
2. The financial arrangements for conducting the activities will be negotiated in an agreement through designated officials for each activity after it is finalized.


11/10/2021

ARTICLE 4:

AMENDMENTS TO THIS MoU

Amendments to this agreement may be made at any time during its validity through mutual written consent of **Ziroh Labs** and **School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur**.

ARTICLE 5:

DURATION OF THIS MoU

This MoU will remain operative for a period of **three** years from the date of formally signing the MoU. There will be a review of the MoU at the end of each year and will be renewed with mutual consent.

ARTICLE 6:

MoU ADMINISTRATORS

Said otherwise provided in the MoU all actions to be taken and all notices to be given or taken hereunder on behalf of **Ziroh Labs, Bangalore** by the Managing Director or their authorized representative and on behalf of **School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur** to be taken or given by the Dean.

ARTICLE 7:

TERMINATION

Any of the Parties may terminate this Agreement by serving a written notice on the other Parties three months prior to the intended date of termination provided that the termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under a specific Project.

ARTICLE 8:

NOTICES

All communications by the Founder & Managing Director of **Ziroh Labs** involving financial, administrative, key technical objectives & decisions and other matters shall be sent to the Dean, **School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur**. All communications by the Dean, School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur involving financial, administrative, key technical objectives & decisions and other matters shall be sent to the Managing Director, Ziroh Labs.

J. 11/10/2021

ARTICLE 9:

GENERAL

1. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
2. Ziroh Labs will have the right to continue to utilize the Information from its web application for its rubber sales purposes.
3. This Agreement and its Appendices constitute the entire agreement amongst the Parties and supersede all other representations, understandings, or communication, whether written or verbal, with respect to the subject matter hereof.
4. Neither this MoU nor any activities described herein shall be construed as creating a partnership, joint venture, agency, or other such relationship. Both parties agree that this MoU represents a non-exclusive relationship between the parties, and nothing contained herein shall preclude either party from participating/initiating a similar relationship with third parties.
5. The term confidential shall not include information available or through prior expertise or lawfully obtained or available from a third party or other legally available sources.

ARTICLE 10:

ARBITRATION

This MoU is based on mutual trust, confidence, and faith. Both the parties hereby agree to carry out the assignment in good faith. All matters will be kept confidential and will not be divulged to any other party. The MoU administrators will settle differences of opinion arising out of and in connections with the MoU, based on mutual consultation by the administrators. Finally, this MoU is wholly meant to contribute to the learning process of the faculty and the students belonging to School of Studies of Engineering and Technology, Guru Ghasidas Vishwavidyalaya (A Central University), Bilaspur and possible R&D, & developmental activity of Ziroh Labs and not any other purpose.

If the differences of opinion cannot be resolved by the said MoU administrators, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each party shall appoint one arbitrator, and the two arbitrators will select a third arbitrator. The arbitration shall be conducted by a panel of three arbitrators. The venue of arbitration shall be exclusively in Bangalore. The decision of the panel of arbitrators shall be binding on both parties.


11/10/2021

This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts at Bangalore

ARTICLE 11:

FORCE MAJEURE

Neither party shall be held responsible for non fulfillment of their respective obligations under this Agreement due to the exigency of any or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Epidemics, etc. provided on the occurrence and cessation of any such event the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

This memorandum is executed in the English Language in two originals, and each party holds one original.

Signatories of the Moll

For Ziroh Labs Pvt Ltd,
Bangalore

For School of Studies of Engineering and
Technology, Guru Ghasidas
Vishwavidyalaya, (A Central University),
Bilaspur

Surabhi Das

Surabhi Das
Co-Founder & Director

[Signature]
Prof. F.V. Arjappa
Dean

Witness

[Signature]

Name: Dr. Rohit Raja
Designation: Associate Professor & Head
Department of Information Technology

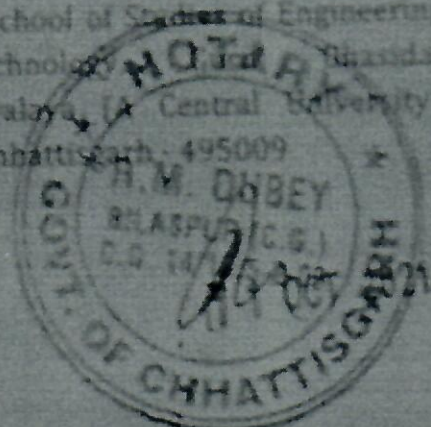
Address: School of Studies of Engineering
and Technology, Guru Ghasidas
Vishwavidyalaya, (A Central University),
Bilaspur, Chhattisgarh - 495009

Witness

[Signature]

Name: Ganesh P Shukla
Designation: Coordinator, III Cell, School
of Studies of Engineering and Technology

Address: School of Studies of Engineering
and Technology, Guru Ghasidas
Vishwavidyalaya (A Central University),
Bilaspur, Chhattisgarh - 495009



No. Date 31 OCT 2021
SOLEMNLY AFFIRMED OR SWORN
BEFORE ME BY THE WITHIN NAMED
Signature/Thumb Impress

R.M. Dubey
Notary
Civil Dist. Bilaspur (C.G.)