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Second Party	:	CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING DELHI
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MEMORANDUM OF UNDERSTANDING

BETWEEN

SHRI RAM GROUP OF COLLEGES, MUZAFFARNAGAR

Parikrama Marg, Laxman Vihar Colony, Civil Lines South, Muzaffarnagar, Uttar Pradesh

AND

Centre For Development of Advanced Computing (C-DAC),

Plot No. 20, FC 33, Institutional Area Jasola, New Delhi – 110 025

Statutory Alert:

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and executed on this 24th day of month September and year Two Thousand Twenty-Six at New Delhi, India

BETWEEN

SHRI RAM GROUP OF COLLEGES having its office at Parikrama Marg, Laxman Vihar Colony, Civil Lines South, Muzaffarnagar, Uttar Pradesh 251001, India (hereinafter called **SRGC** which expression shall wherever the context so submits mean and include its successors and assigns)

Party of the First Part

AND

Centre For Development of Advanced Computing (C-DAC), a Scientific Society under the Ministry of Electronics & Information Technology, Government of India, registered under Societies Registration Act, 1860, and Bombay Public Trusts Act, 1950, having its registered office at Savitribai Phule Pune University Campus, Pune, 411 007, India, having one of its constituent units at Plot No. 20, FC 33, Institutional Area Jasola, New Delhi – 110 025 (hereinafter called **"C-DAC"** which expression shall wherever the context so submits mean and include its successors and assigns)

Party of the Second Part

SRGC and **C-DAC** are hereinafter individually referred to as **"Party"** and collectively referred to as **"Parties"** as the context may require.

WHEREAS, SRGC was established under the aegis of Shri Ram Charitable Trust with the aim of promoting quality education across multiple disciplines. The group offers undergraduate and postgraduate programmes in Engineering, Management, Pharmacy, Law, and other fields. Under the leadership of Dr. S. C. Kulshreshtha, it focuses on academic excellence and industry-oriented learning. The institution is committed to providing affordable education and developing skilled professionals for real-world challenges.

And WHEREAS, C-DAC is a premier research and development organization engaged in cutting edge technology design, development and deployment of products and solutions in the area of electronics and Information & Communication Technology (ICT). As a Scientific Society under the Ministry of Electronics and Information Technology, Government of India, C-DAC is also spearheading the national initiatives in ICT to meet the technological needs of the country. After being set up as India's national initiative for the development of indigenous super computing technology, C-DAC diversified into other advanced areas of emerging Information Technology, more particularly in High Performance Computing (HPC), Multilingual computing technology, Cyber Security, Artificial Intelligence, Machine Learning, Block Chain, Quantum Computing, Big Data Analysis, Cloud Computing, IoT/IoE, Real times system and has offered software solutions for sector of Health, Power, Telecom, e-Governance for various government agencies and organizations. C-DAC has been at the forefront of the Information Technology (IT) revolution, constantly building capacities in emerging/enabling technologies and innovating and leveraging

its expertise, calibre, skill sets to develop and deploy IT products and solutions for different sectors of the economy, as directed by the Government.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH IN THIS MoU, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES, INTENDING TO BE LEGALLY BOUND, COVENANT AND AGREE AS FOLLOWS:

1. **PURPOSE**

This Memorandum of Understanding sets out a framework for discussing several potential collaboration activities and initiatives in area of on technology adoption within the ICT sector and to advance a shared agenda of promoting affordable, accessible, and scalable technology-enabled Research, Innovation, Development, Training and Solutions that support each party's statutory objectives.

This MOU being a broad base for defining the operational framework, some of the activities could be brought under the purview of specifically drawn-up projects and specific MOU/Agreement (Definitive Agreement) shall be executed between the parties defining the rights and responsibilities of parties and in respect of time line for various agreed activities, finance, IPR ownership, commercial terms, etc.

The "**parties**" will cooperate in good faith to pursue the collaborative areas set out below, with the overarching aim of strengthening technical capabilities and capacity building in domain of ICT.

The spirit of the collaboration is to work towards joint Innovation, Research, Development, Technology uptake **and capacity building for strengthening Emerging Technologies in identified areas of work.**

1.1 Jointly identify domains for emerging Technology like Artificial Intelligence (AI), High Performance Computing (HPC), Quantum Computing, Internet of Things (IoT)/Internet of Everything (IoE), Cyber Security, Software Technologies, e-Governance, Smart City & Emerging Technologies/ VLSI/ Embedded and IoT etc.

1.2 Innovation, Research & Develop technologies prototypes/products in identified amongst C- DAC Delhi and SRGC, Muzaffarnagar, Uttar Pradesh.

1.3 Design and deliver education and training programs, Industrial / student visits, workshops, and certification courses to build technical and managerial capacity in emerging areas of technology for students, faculties, and professionals.

1.4 Provide technological support to facilitate governance reform, innovation, and enhanced information sharing among stakeholders at all levels.

1.5 Collaborate on the development of Information technology, Products/Solutions and services.

1.6 Undertaking Exchange of Experts / Faculty Exchange Program amongst both stakeholders

1.7 Undertake any other activities within the joint mandate of C-DAC and SRGC, Muzaffarnagar, Uttar Pradesh as per mutual understanding.

2. CONFIDENTIALITY

2.1 Each Party shall use reasonable efforts to prevent the disclosure of the other party's confidential information to the third person.

2.2 The Recipient shall, and shall ensure that its employees, agents and subcontractors shall:

2.2.1 keep the Confidential Information as confidential;

2.2.2 not disclose the Confidential Information to any person, except as provided in this clause, unless it first obtains the written consent of the Discloser; and

2.2.3 not use the Confidential Information for any purpose not permitted under this MoU.

2.3 The Recipient shall permit access to Confidential Information by its employees, consultants, professional advisers, subcontractors on a need to know basis only, and shall ensure that such persons maintain the confidentiality of such Confidential Information to the same extent as provided under this MoU.

2.4 The obligations contained in clauses 2.2 and 2.3 do not apply to any Confidential Information which is:

2.4.1 lawfully known by the Recipient at the time of disclosure without any obligation to keep the same confidential; or

2.4.2 becomes, through no fault of the Recipient, known or available to the public; or

2.4.3 independently developed by the Recipient without use or reference to such Confidential Information; or

2.4.4 rightfully disclosed to the Recipient by a third party without restriction.

2.5 Recipient may disclose Confidential Information where it is required to be disclosed by law or order of any court or regulatory body of competent jurisdiction provided that Recipient shall notify to Discloser prior to making any such disclosure, in order to provide Discloser with an opportunity to seek an appropriate protective order or other relief to prevent such disclosure unless prohibited from doing so by Applicable Laws. The Recipient shall cooperate with Discloser (at Discloser's expense) to prevent or minimize the disclosure of Discloser's Confidential Information to the extent permitted under law.

2.6 Confidentiality obligations under this MoU shall survive the Term of this MoU and for a period of Five (5) years thereafter, or as decided mutually in writing, provided that the obligations shall be perpetual with regard to any source code or trade secret that may be disclosed hereunder.

2.7 Upon written request by Discloser, Recipient will return and/or destroy all documents or media containing any such Confidential Information and immediately notify the same, provided that Recipient may retain copies of Confidential Information to the extent necessary to meet any statutory requirements and for any legal proceedings and copies stored due to automatic computer archiving. The terms of confidentiality mentioned herein shall be applicable to the confidential information retained for the above purpose.

2.8 The Recipient shall be responsible for each of the disclosure, done in contravention of the above terms and conditions, whatsoever caused by Recipient personally or by anybody else on its behalf.

2.9 Each Party hereby further acknowledges that unauthorised disclosure or use of Confidential Information or a breach of this MoU could cause significant and irreparable financial harm to the Discloser. Accordingly, each Party agrees that the Disclosing Party shall have the right to seek and obtain injunctive relief from the breach of this MoU in addition to any money damages, other rights and remedies it may have from a court of competent jurisdiction.

2.10 The parties shall execute a Non-Disclosure Agreement prior to exchange of any confidential information under this MOU.

3. FINANCIALS:

3.1 No financial commitment is made either of the parties under this MoU.

4. Intellectual Property

4.1 Each Party shall own all Intellectual Property solely developed by or on behalf of such each Party during the Term of this MoU. Notwithstanding anything in this MoU, it is understood and agreed by both the Parties that each Party shall retain its right in the Background IP and nothing in this MOU shall deem to be a license or transfer of ownership in the Background IP to the other Party.

4.2 Ownership of any and all intellectual property created / developed through collaborations under this MOU will be jointly owned; however, the commercial aspects will be determined between the Parties through mutual consultation and recorded in writing as an addendum/amendment/agreement separately on a case- to -case basis prior to starting of work

4.3 "Intellectual Property" for purposes of this MoU will mean trademarks, service marks, brand names, trade dress, logos, trade names, domain names, corporate names and other indications of origin, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application; inventions, discoveries, designs and ideas, whether patentable or not, in any jurisdiction; patents, applications for patents (including, without limitation, divisions, continuations, continuations in part and renewal applications), and any renewals, extensions, re-examinations or reissues thereof, in any jurisdiction; design registrations and applications, in any jurisdiction; non-public information, trade secrets and confidential information (including know-how, technical data, manufacturing and production processes and techniques, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals) and rights in any jurisdiction to limit the use or disclosure thereof by any person; writings, computer software, and other works, whether copyrightable or not, in any jurisdiction; registrations or applications for registration of copyrights in any jurisdiction, and any renewals or extensions thereof; and any similar intellectual property or proprietary rights.

4.4 "Background IP" of a party for the purpose of this MOU means any and all Intellectual Property rights that each Party (i) owned, controlled, or had rights with respect to prior to the Effective Date; or (ii) develops, or acquires ownership, control, or rights with respect to, during the term of this MOA independently of the developments made in furtherance of this MOU.

5. EFFECTIVE DATE AND VALIDITY

5.1 This non-exclusive collaborative MoU shall commence on the date of execution of this MoU, and shall be valid till 3 years from date of execution, unless terminated by either party in accordance with the terms of this MoU.

of any

5.2 If the Party receiving the renewal notice wishes to enter into a discussion for renewal of this MoU, then it shall notify the same to the other Party. The Parties shall promptly enter into discussion and may agree in writing upon the terms that shall apply during the extended Term.

5.3 Where Parties fail to reach an agreement on the revised terms then the MoU shall expire at the end of the initial or subsequent Term, as applicable.

5.4 Either Party may terminate the MoU upon providing 30 (thirty) days prior written notice to the other Party, if the other Party has committed breach of any of the terms and conditions of this MoU and has not remedied the same within the stipulated notice period.

5.5 Upon expiry of this MoU or sooner termination hereof, all arrangements, understandings and agreements incorporated in this MoU shall, unless meant to survive termination, cease to exist.

5.6 The termination of this MoU shall not affect the progress of the ongoing projects, unless decided otherwise mutually in writing.

6. Dispute Resolution Process:

6.1 In case any dispute arises between the Parties with respect to the MoU, including its validity, interpretation, implementation or alleged material breach of any of its provisions, the Parties hereto shall endeavour to settle such dispute amicably.

6.2 If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days from the date on which the dispute is raised by either Party in writing, dispute shall be taken up by either Party in writing, the dispute shall be referred to and finally resolved by arbitration administered by the lndia International Arbitration Centre ("IIAC") in accordance with the lndia International Arbitration Centre (Conduct of Arbitration) Regulations ("llAC Regulations") for the time being in force, which regulations are deemed to be incorporated by reference in this clause" The place/seat of the arbitration shall be New Delhi, lndia. The Tribunal shall consist of one arbitrator. The law governing the arbitration agreement shall be Indian Law. The expenses incurred by each party in connection with the preparation, presentation etc. of the case before Tribunal shall be borne by each party.

6.3 The award given by the arbitrator shall be final and binding on the Parties. The Language of the arbitration shall be English.

7. Choice of Law and Venue

This MOU shall be governed by and construed in accordance with laws of lndia and subject to the provision of clause 6 above the Dispute Resolution end Arbitration, the courts of New Delhi shall have exclusive jurisdiction to entertain and try the disputes arising and out of this MoU.

8. FORCE MAJEURE:

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this MoU for failure or delay in fulfilling or performing any obligation under this MoU when such failure or delay is caused by or results from conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, court orders, epidemics, pandemics, court orders in rem, insurrections and/or any

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SHRIRAM GROUP OF COLLEGES MUZAFFARNAGAR

other cause beyond the reasonable control of the party whose performance is affected. The performance of the MoU shall be deemed suspended during such period and the time for completion shall be extended for a period corresponding to the effects of such delay. Notwithstanding the above, the parties shall discuss ways of completing performance of the MoU and if the MoU becomes impossible to perform due to any events of force majeure stated above, which persist for a continuous period of three months, either party may terminate the MoU with prior written notice.

9. INDEMNIFICATION

9.1 Both the parties shall indemnify and keep indemnified and defend and hold harmless each other, its officers and employees against all direct claims, demands, actions, loss, damage, suits, proceedings, etc. that the party may sustain and/or suffer, provided such claim, loss, damage, suit or proceeding arises in connection with and/or in relation to:

a. material breach of the MoU;
b. gross negligence, misrepresentation or fraud on the part of the party and/or its employees or agents;

9.2 Notwithstanding the above, C-DAC shall not be liable for any claims, demands, actions, loss, damage, suits, proceedings, legal fees, court fees etc. that the Customer may sustain and/or suffer as also for all amounts whether by way of cost, charges, expenses, damages or otherwise, that the Customer may incur, including in relation to media exposure of any creative or concept that the Customer has approved and released, post sufficient caveat being issued by C-DAC in this regard.

9.3 Customer shall defend, hold harmless, and indemnify C-DAC and its Affiliates, officers, employees and agents against any and all loss, liability, damage, or expense, for injury or death to persons, including C-DAC's employees, and damage to property, arising out of or in connection with intentional, wilful, wanton, reckless or negligent conduct of Customer and/or Affiliates, officers, employees and agents.

10. NOTICES:

Any notice to be given to either Party, shall be in writing and shall be deemed duly served, delivered by the prepaid registered post or through a delivery service / courier to the addressee at the addresses set out below and/or their respective E-mail ids. Any notice served by prepaid registered post shall be deemed served five days after posting. In proving a service of any notice, it will be sufficient to prove that such letter was properly stamped, addressed, and placed in the post or delivered or left at the address of the addressee given above or subsequently notified for the purposes of this MOU. Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned, and E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important documents such as but not limited to financial and performance related documents.

Nodal person's Name (For SRGC)
Name: Er. Abhishek Vashistha
Designation: Assistant Professor
Mobile Number/mail-ID: 9582992226 / innovation@srgcmzn.com
Contact Address: Shri Ram Group of Colleges, Muzaffarnagar

भारत संगणन विकास केंद्र भारत सरकार नई दिल्ली

SHRI RAM GROUP OF COLLEGES MUZAFFARNAGAR

Nodal person's Name (For C-DAC):
Name: Mr. Apoorva Kohli
Designation: Scientist 'E'
Mobile Number/mail-ID: 9899599807 / apoorvak@cdac.in
Contact Address: Centre for Development of Advanced Computing (C-DAC), Plot No. 20, FC 33, Institutional Area Jasola, New Delhi – 110 025

11. COORDINATION COMMITTEE

The Coordinating Committee shall consist of senior level representatives of both parties to ensure that MoU progresses well to meet objectives. This Committee shall meet at periodic intervals, mutually decided, to review the progress.

CONTACT:

For SRGC: Er. Ankur Kaushik, Assistant Professor, AI&ML, Shri Ram Group of Colleges, Muzaffarnagar.
Mobile: 9548316221; Email: ankur_kaushik@srgcmzn.com

For C-DAC: Mr. Jitendra Singh, Scientist 'G' & Centre Head, Centre for Development of Advanced Computing (C-DAC), Plot No. 20, FC 33, Institutional Area Jasola, New Delhi – 110 025
Mobile: 98994 01450; Email: ch-delhi@cdac.in

12. ASSIGNMENT AND TRANSFER

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by Parties to any third party without prior written consent.

13. NoN-Waiver:

The failure or neglect by either of the Parties to enforce upon the strict performance of any covenant, duty, agreement or condition of this MoU or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of any other covenant, duty, agreement or condition. Any waiver must be specifically stated as such in writing.

14. Severability:

If any provision of this MoU is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect validity of any other provision of this MoU.

15. LIMITATION OF LIABILITY

No Party will be liable to other Party for any lost profits or business opportunities, loss of use, loss of revenue, loss of goodwill, business interruption, loss of data, or any other indirect, special, incidental, or consequential damages under any theory of liability, whether based in contract, tort, negligence, product liability, or otherwise.

However, notwithstanding anything in this MoU to the contrary, no Limitation of Liability will apply to a Party's gross negligence, wilful misconduct, fraud or misrepresentation, or for damages arising from death or bodily injury caused by a Party's negligence or wilful misconduct, or for any other losses that cannot be excluded or limited by law.

16. MODIFICATION:

No modification to this MoU, will be effective unless agreed to in writing by both Parties and duly signed by the authorised signatories of the Parties.

17. NO PARTNERSHIP:

Nothing in this MoU shall be deemed to either constitute or create an association, trust, partnership or joint venture between the Parties nor constitute either Party the agent of the other Party for any purpose.

18. SURVIVAL:

The provisions of this MoU which, by their nature or terms, require performance after the termination or expiration of this MoU, or have application to events that may occur after the termination or expiration of this MoU, will survive the termination or expiration of this MoU.

19. NATURE OF MoU:

This MoU is not intended to nor does it impose any affirmative obligation on either Party to pursue any particular activities or to enter into any agreement or contract with respect thereto. Neither Party will be obligated by this MoU to consummate any definitive Agreement. Unless specifically agreed in writing to the contrary, each Party is individually responsible for any and all costs and expenses it incurs in connection with the matters contemplated by this MoU. Nothing in this MoU shall be construed to require a commitment by either Party to provide any funds or resources in support of projects including project personnel. Neither Party shall be entitled to compensation, loss, damage, expenses, cost etc. from the other for activities, efforts, or expenditures arising directly from this MoU. Neither Party will rely on the successful conclusion of a business relationship, and nothing contained in this MOU will be deemed to be a restriction of any type on either Party's ability to freely compete. Either Party may terminate negotiations, in its sole discretion, at any time without any liability to the other Party. This MOU, sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings, representations, conditions and all other communications relating thereto.

IN WITNESS WHEREOF, the Parties have executed this MoU, in duplicate constituting both copies original, by their duly authorized officers to be effective as of the Effective Date.

For Centre for Development of Advanced Computing

Authorized Signatory
Name: Mr. Jitendra Singh
Designation: Scientist 'G' & Centre Head

For SRGC, Muzaffarnagar, UP

Authorized Signatory
Name: Dr. Ankur Kumar
Designation: Registrar, SRGC

Witness 1
Name: Mr. Apoorva Kohli
Designation: Scientist 'E'

Witness 1
Name: Er. Ashish Chauhan
Designation: Assistant Prof. CSE

Witness 2
Name: Dr. Shoyab Ali
Designation: Senior Project Engineer

Witness 2
Name: Er. Pavan Kumar
Designation: Assistant Prof. ME

LANGUAGE DISCLAIMER

In the event of any inconsistency, ambiguity or dispute in interpretation between the Hindi and English versions of this MoU, the **English version shall prevail and shall be final and authoritative between the Parties**


Proudly Announces
MOU SIGNING CEREMONY
between
SHRI RAM GROUP OF COLLEGES
(MUZAFFARNAGAR)
CENTRE FOR DEVELOPMENT OF
ADVANCED COMPUTING (C-DAC) Delhi
DATE
24 September 2026
VENUE
SRGC, Muzaffarnagar
Shri Arvind Kumar
Senior Advisor
C-DAC


CENTRE FOR DEVELOPMENT OF
ADVANCED COMPUTING (C-DAC) Delhi
VENUE
SRGC, Muzaffarnagar
Shri Arvind Kumar
Senior Advisor
C-DAC
SHRI JITENDRA SINGH


Proudly Announces
SIGNING CEREMONY
between
RAM GROUP OF COLLEGES
(MUZAFFARNAGAR)
CENTRE FOR DEVELOPMENT OF
ADVANCED COMPUTING (C-DAC) Delhi
DATE
24 September 2026
VENUE
Muzaffarnagar
IN THE ESTEEMED PRESENCE
Dr. S C Kulshreshtha
Founder Chairman
Shri Ram Group of Colleges
Muzaffarnagar
Dr. Ashwani Kr Vashishtha
Director
Shri Ram Group of Colleges
Muzaffarnagar
Shri Arvind
Senior Advi
C-DAC
(C-DAC) Delhi
SHRI JITENDRA SINGH
CENTRE HEAD
C-DAC, DELHI
DR. PRERNA M


SHRI RAM GROUP OF COLLEGES
(MUZAFFARNAGAR)
Proudly Announces
MOU SIGNING CEREMONY
between
24 September 2026
SRGC, Muzaffarnagar