

Memorandum Of Understanding

between

ITM University, Gwalior
Turari, NH-75, Jhansi Road
Gwalior 475001 (M. P.)

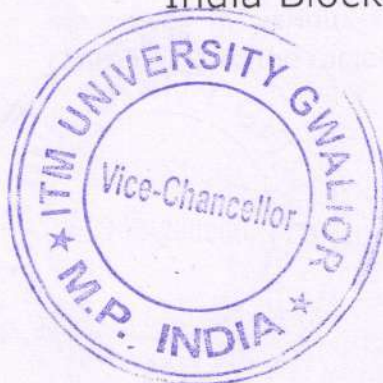
Represented by: Dr S S Bhakar
Vice Chancellor,
ITM University, Gwalior,
Madhya Pradesh

and

Indian Blockchain Alliance
Represented by: Mr. Raj A. Kapoor
Founder
India Blockchain Alliance, New Delhi

Towards

Blockchain Centre of Excellence, ITM University
Powered by
India Blockchain Alliance and Dragonchain, USA



This Memorandum of Understanding ("MOU") is executed as of date: 9th Oct 2021 ("Effective Date") between

Party 1 - ITM University, Gwalior

ITM University was formed with a goal to find solutions to the greatest technological and social problems of the 21st century. The students here are trained to become future leaders who will have the capability to lead giant organizations in the emerging corporate landscape. ITM is dedicated to provide students with real world and practical academic exposure that will transform them into successful professionals.

Address - Turari, NH-75, Jhansi Road Gwalior 475001 (M. P.)

Party 2 - Indian Blockchain Alliance

The India Blockchain Alliance was established in 2010, with the purpose of mutual assistance in the field of business development, networking, cooperation and a joint approach to defending the interests of the members of the alliance. It also seeks to raise awareness of the importance of the blockchain technology among the professional and lay public, and, therefore, organizes various events and training courses. It also cooperates with the government authorities in the field of the relevant legislation.

The India Blockchain Alliance is a key player in the process of creating a setting that will transform India into a global blockchain destination. The members will work harmoniously and in unison for the benefit of the individual and collective business development of blockchain companies.

Today, (IBA) is the most influential voice in the blockchain industry. It is a not-for-profit organisation that promotes evidence-based adoption of Blockchain and Distributed Ledger Technologies (DLT) across the public and private sectors.

PREAMBLE

Whereas, ITM University referred as ITM, at its various engineering and sciences departments is envisioned with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and



professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

WHEREAS, Indian Blockchain Alliance hereby referred as IBA, is engaged in training, research and development blockchain and emerging technologies, research, design and development and consultancy in the field of Blockchain, Fintech, DeFi and multiple emerging technologies and related fields.

WHEREAS, both ITM and IBA, now

- Recognizing the importance of research and development in the areas of blockchain and multiple emerging technologies, as well as imparting industrial training to the engineering/technology/sciences students and professionals.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to blockchain and multiple emerging technologies.
- Desiring to club their efforts by pooling their expertise and resources
- Networking with collaborations in the emerging area of Blockchain Technology
- Generating outcomes in terms of better opportunities to the beneficiaries in terms of projects, internship, consultancy

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on blockchain and multiple emerging technologies.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both ITM and IBA hereby acknowledge, ITM and IBA hereby agree to sign a memorandum of understanding (MOU).

ARTICLE-I: SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between ITM and IBA for enhancing the availability of highly qualified manpower in the areas of blockchain and multiple emerging technologies without any prejudice to prevailing rules and regulations in ITM and IBA without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to ITM and IBA. The areas of cooperation can be extended through mutual consent.



ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both ITM and IBA shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members and students of both the organizations through setting up a Centre of Excellence with the skills hub where government and industry will secure blockchain expertise and all their resource requirements. The Center of Excellence at ITM and IBA and DragonChain which would be called

Centre of Excellence in Blockchain

is developed and will be enhanced with collaborators in global blockchain industry organization, Queensland Government, Blockchain Collective, local Australian companies and evolving partnerships of either parties to deliver the goals. The activities carried out in the CoE will be

- Education/ training / certification
- Integrated programmes with International Universities
- Internships
- Strategic mentoring
- Business networking
- Government partnership projects
- Joint Research Funding Opportunities
- Industry events
- Blockchain Employment Placements
- Blockchain Consulting
- Joint Consultancies

The University and IBA partners will also be able to connect, collaborate with the alliance partners jointly in these activities

Besides the above the following activities are also proposed:

- A. Organization of joint conferences and seminars;
- B. Practical training of ITM students, professionals
- C. Joint guidance of student projects in blockchain and multiple emerging technologies and other areas of national interest at ITM by IBA on mutually agreeable terms.
- D. IBA may depute its personnel as visiting faculty at university to teach any of the regular course or specialized topics when requested.



- E. IBA may assist in recommending an expert faculty to deliver courses/workshops/trainings to the students/staff of ITM.
- F. Gateway towards the learning opportunities, internships and advance education to the universities who also become part of the alliance.
- G. IBA may showcase its business activities at the seminar/workshop/conference, etc. at ITM.
- H. In any of the projects mentioned, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

ARTICLE-III : SHARING OF FACILITIES

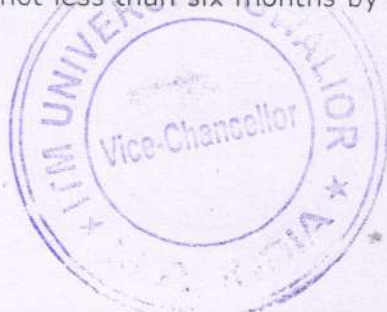
- A. ITM and IBA shall make provisions to share their respective important infrastructure facilities in order to promote academic and research interaction in the areas of cooperation.
- B. IBA and ITM will be sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two institutions. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section of the University.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- A. The collaborative programme between ITM and IBA shall be executed by an Executive committee appointed by Directors/Dean of both the Organizations /Institutes.
- B. Financial arrangements for each specific collaboration wherever applicable will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the institutions.

ARTICLE-V : EFFECTIVE DATE AND DURATION OF MOU

- A. This MOU shall be effective from the date of its approval by competent authorities at both ends.
- B. The duration of the MOU shall be for a period of 5 years from the effective date.
- C. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not



in any manner affect the interests of the students/faculty/scientists who have been admitted to pursue a programme under the MOU.

D. Any clause or article of the MOU may be modified or amended by mutual agreement of IBA and ITM.

ARTICLE-VI : Intellectual Property Right

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

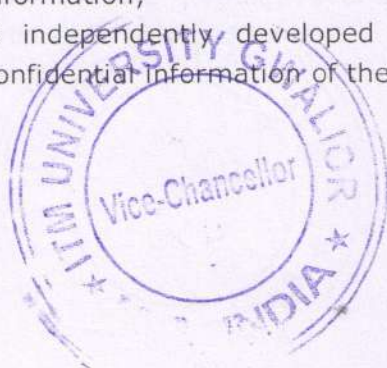
During the tenure of the MOU both ITM and IBA will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both ITM and IBA shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or projects.

Further both ITM and IBA 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:

- A. is or becomes 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;
- B. is independently developed by the receiving party without reference to the confidential information of the disclosing party I



- C. is rightfully obtained by the receiving party from a third party or is in the public domain
- D. is disclosed with the written consent of the party whose information it is, or
- E. is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.

ARTICLE-VIII : AMENDMENTS

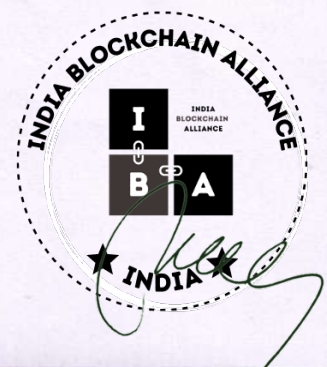
Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or agenda.

ARTICLE-IX : RESOLUTION OF DISPUTES

- A. 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 Madhya Pradesh.
- B. The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the matter shall be referred to and settled through arbitration. The arbitration proceedings shall be held in accordance with the provision of Indian Arbitration and Reconciliation ACT, 1996. The venue of arbitration shall be New Delhi and Language of arbitration shall be in English.

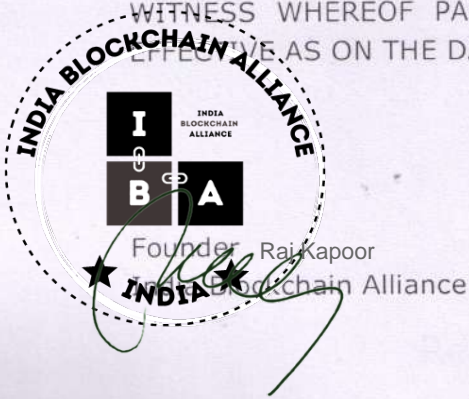
ARTICLE-X: MISCELLANEOUS

- A. The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- B. Both ITM and IBA shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- C. 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 shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.



D. After this Agreement has been signed, all preceding understandings/negotiations and correspondence pertaining to it shall become null and void

WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.



Dr S S Bhakar
Vice-Chancellor,
Madhya Pradesh
ITM UNIVERSITY
Gwalior (M.P.)

Date: 09 Oct 2021



Witness 1 (Signature):
Name: Rahul Mishra