

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into on the 1st day of March 2024 between:

ITM University Gwalior, campus located at NH-44, Turari, Gwalior (M.P.)-475001 (hereinafter referred to as "University")

And

Xeliumtech Solutions Pvt. Ltd., an IT solution provider having its registered office located at Plot #5 Electronic City, Sector 18, Gurgaon - 122016 (hereinafter referred to as "Company")

Whereas the ITM University Gwalior is fully Government recognised and approved University. The ITM University Gwalior is a state university under 2(f) of UGC Act and approved by University Grant Commission, New Delhi. The University engaged in various disciplines for academic and research activities.

Whereas the Company has been engaged in providing customized IT solutions for businesses since 2015 across cloud, hardware, software, networking and more.

Whereas both parties are desirous of entering into collaboration for mutual benefit and for the ultimate benefit of the student community and research development.

Now therefore, in consideration of the mutual promises and covenants hereinafter set forth, both parties hereby agree as follows:

Objective of MOU

The primary objective of this Memorandum of Understanding (MOU) is to facilitate collaboration between the University and the Company to bridge the gap between academia and industry. The key areas of cooperation will include:

- Providing internship and training opportunities for students at the Company to supplement their academic learning with practical experience.
- Organizing guest lectures, workshops and seminars by inviting experts from the Company to share industry knowledge and best practices with the University's students and faculty.
- Conducting joint research projects between the University and Company researchers to undertake studies and innovations of common interest by pooling expertise and infrastructure.
- Enabling industrial visits for students and faculty to the Company's facilities to provide greater exposure to real-world operations and technologies.
- Exploring avenues for the Company to mentor and recruit students for employment based on organizational requirements and student skills.
- Exchanging academic resources, industry developments and other knowledge sharing between the University and the Company to keep both parties updated.

The overall aim is to build a strong collaborative network between the industry and academia through such initiatives to produce industry-ready graduates equipped with skill

For XELIUMTECH SOLUTIONS PRIVATE LIMITED

Director

sets aligned to the needs of the industry. The cooperation will be mutually beneficial for both the University and the Company.

Terms and Conditions

1. Internships, Projects & Consultancy

i) The University and the Company will work together and the company will offer internships to students of all the engineering and management disciplines, as per terms agreed upon by both parties.

- This may include the number of internship roles, duration, stipend/allowance, facilities, learning objectives, evaluations etc.
- The collaboration will provide students with industry exposure and practical training aligned with their academic knowledge.
- Both the University and Company will outline expectations, University will provide infrastructure at its location and ensure a productive internship experience.

ii) The University and Company will jointly mentor and guide students undertaking capstone and industry-linked projects as part of their academics.

- Faculty members and company personnel will collaborate to provide inputs, supervision and evaluation for such projects.
- Students will work on projects in the University as well as in the company as the need arises and will be guided by both to solve real-world business/industry problems and allow the application of concepts learned.
- The Company will provide data, case studies, access to technology platforms etc. to facilitate relevant project work.
- The University will ensure adequate technical guidance and research support to students from faculty supervisors.
- The University will provide Consultancy to the Company upon mutually agreed terms and conditions thereon.
- The University and the Company may jointly take up research projects of common interest by sharing expertise, resources and infrastructure.
- The IPR/patents generated from joint research shall be owned jointly, as per terms mutually agreed.

2. Guest Lectures and Workshops

- The University and the Company will work together to organize guest lectures, seminars, workshops and conferences at the University's premises. For these events, the Company will provide industry experts from its organization as speakers and resource persons.
- The University will utilize its campus infrastructure and facilities to host the events. Both parties will coordinate schedules and requirements to ensure smooth organization and effective programs that benefit the students.

3. Industrial Visits and Training

- The Company will coordinate and arrange for industrial visits to its facilities for students and faculty of the University.
- This will allow students to gain first-hand exposure to real work environments, manufacturing processes, the latest technologies etc. related to their fields of study.

- The Company can guide the visiting students and staff during the facility tour and provide insights into their products/services.
- Additionally, the Company may offer specialized training programs in relevant domains for students and faculty at their premises.
- The industrial visits and dedicated training initiatives will help align the University's academic offerings with the needs of the industry.
- It will also foster greater connections between students, faculty and the Company for enhanced industry-academia collaboration.

4. Campus Recruitment

The Company will consider the students of the University for employment opportunities as per requirements. The University will provide necessary infrastructure support for recruitment drives.

5. Information Exchange

Both parties agree to exchange academic materials, new developments, research publications, training materials etc. of mutual interest, subject to confidentiality where applicable.

6. Tenure and Termination

i) This MOU shall remain valid for a period of **three** years from the date of signing.

ii) The MOU may be terminated by either party by giving a notice period of **two** months.

7. Dispute Resolution

Any dispute arising shall be resolved amicably through discussion, failing which it shall be resolved through arbitration.

8. Governing Law and Jurisdiction

This MOU shall be construed and governed by the laws of India. Courts in Gwalior shall have jurisdiction over all matters arising out of or relating to this MOU.

In witness whereof, the parties hereto have caused this MOU to be executed by their duly authorized officers on the date first written above.

For ITM University Gwalior

Signature _____

Name: Prof. Yogesh Upadhyay

Designation: Vice Chancellor

For Xeliumtech Solutions Pvt. Ltd.

For XELIUMTECH SOLUTIONS PRIVATE LIMITED

Signature _____

Name: Mr. Pankaj Gupta

Designation: Director

Witnesses:

1. Cdr. Kanhai Tripathi
Business Head

2. Arpit Singh Chauhan
Director TAP CELL(I/C)
ITM University, Gwalior