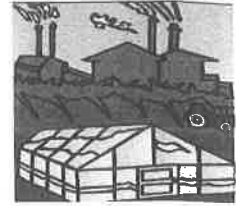




HBTU Kanpur
Harcourt Butler Technical University



Kamtech
Associates Pvt. Limited

MEMORANDUM OF UNDERSTANDING
between
HARCOURT BUTLER TECHNICAL UNIVERSITY
(HBTU)
and
KAMTECH ASSOCIATES PVT. LIMITED



उत्तर प्रदेश UTTAR PRADESH

FW 423065

MEMORANDUM OF UNDERSTANDING

BETWEEN

HARCOURT BUTLER TECHNICAL UNIVERSITY,
KANPUR
(UTTAR PRADESH)

AND

KAMTECH ASSOCIATES PVT. LTD., JAIPUR
(RAJASTHAN)

This Agreement made and entered into on this 12 day of April 2022 between Harcourt Butler Technical University, Kanpur, UP and Kamtech Associates Pvt. Ltd., Jaipur (having registered office at B-20, Janata Colony, Jaipur -302004) herein after called Kamtech which expression shall include its successors and permitted assignees and associates including its Technology, IT Research and development center at IT 23, IT park, EPIP Sitapura Industrial Area, Jaipur.

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Since 1921 Harcourt Butler Technical University (Formerly HBTI Kanpur, now HBTU) has always been a paragon and a source of inspiration in the field of science and technology. It has maintained its conspicuous presence in the technical world. H.B.T.I. has a history of realization, fulfilment of necessities and advancement in the field of science and technology. Harcourt Butler Technical University Kanpur has been established in year 2016 by the Government of Uttar Pradesh with a view for making it a leading Residential University to become a Centre of Excellence with focus on Research and Development and Incubation in the field of Engineering, Technology, Basic & Applied Sciences, Humanities, Social Science & Management Architecture and other professional courses. HBTU aims to promote studies, research & innovation in Engineering areas of higher education, to enhance skill development through continuing education programme and knowledge and to achieve excellence in higher Technical education.

Kamtech one of the leading services sector company providing consultancy services across domains viz. Turnkey Industrial Project Consultancy, Management Systems and Best Practices, International Markets, Technology and Investment Advisory, Outsourcing, Compliance Value Creation, IT Support and Solutions. Kamtech is one of the few consultancy companies in India with the expertise to deliver high quality multisector projects in agreed time frame with complete customer satisfaction.

With strong international project expertise of over 500 successful projects in countries like India, Kenya, China, Brazil, Bhutan and Malaysia, Saudi Arabia and have strong credential (like the only Indian company having received the prestigious National Award 2008 and 2009 for outstanding services from President of India, Government of India. and MSME IT Gold award by Government of India and STPI at Bangalore. Also, the state export award winner for 2011 for consultancy services category. The company is also recipient of Best Employer awards 2016, 2017 and 2018 from The Employers Association of Rajasthan.

With its our varied domain expertise, international experience with world leading companies and wide network of international alliance partners, it offers cost effective high-fidelity total consultancy solutions that are fine tuned to each client's specific requirement to address the growing challenges of global business.

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The company has state of art in house expertise on a variety of industry sectors and latest projects which are complimented by its business associates through suitable MOU's with other leading National and International consultancy organizations.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a) To promote interaction between HBTU and Kamtech Associates Pvt. Ltd. in mutually beneficial areas.
- b) To undertake joint research programs in the fields of agro and food processing sector technology and products developments, skill mapping, internship training in the industry and commercialization of Research Projects in the emerging areas of food technology, on development of natural food product line natural food colors, essential oils, natural food processing and preservation, development of traditional value addition methods in agro and food segment for enhancing and market ready products.

2. PROPOSED MODES OF COLLABORATION

HBTU Kanpur and Kamtech Associates Pvt. Ltd. propose to collaborate through

- a. **Sponsoring student projects / fellowships, visits and placement at HBTU.**
- b. **Sponsoring national and international R&D projects**, which may be carried out wholly at HBTU or and through Kamtech launched commercially through interested players / entrepreneurs in agro and food processing industry.
- c. **Internship and fellow ship opportunities for students of HBTU in industry**
- d. Kamtech will help **startups incubated under HBTU** get access to government schemes, establishing their connections with large National and International market players, providing access to market linkages.
- e. Kamtech will offer **startups incubated under HBTU basic engineering design and product development services**, support in process engineering and establishing manufacturing plants.





- f. Kamtech through its Indo Kenya Agro and Food industry technology exchange on board HBTU for technology offering to Kenya and other African nations and support collaboration.
- g. Joint FDP, workshop/seminar periodically.
- h. Joint value-added courses/certification program.
- i. Professional consultancy & testing by the HBTU faculty and Kamtech Associates Pvt. Ltd.
- j. Any other appropriate mode of interaction agreed upon between HBTU Kanpur and Kamtech Associates Pvt. Ltd.
- k. Jointly submitting application for Industry and Technology Research International projects after mutual discussion and defining the role of each.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between HBTU Kanpur and Kamtech Associates Pvt. Ltd. will be decided by both parties on mutual need basis.

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5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party.
 - is received from a third party having no obligations of confidentiality to the disclosing party.
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

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7. 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, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

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 transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

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

12. DISPUTE

If any disputes arise between the parties, then matter will be decided by the ARBITRATOR. Arbitrator will be Hon'ble Vice -Chancellor of HBTU

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13. JURISDICTION OF DISPUTE

Every dispute between the parties will be finally decided by the Court of Kanpur Naga (U.P). So Jurisdiction will be lying in Court of Kanpur Nagar.


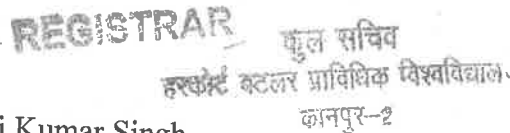
14. SIGNED IN DUPLICATE

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

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

On behalf of
HBTU, Kanpur

On behalf of
Kamtech Associates Pvt. Ltd.

By :  **REGISTRAR** 
हस्तकेत बटलर प्राविधिक विश्वविद्यालय-
कानपुर-2

By : 

Name : Dr. Neeraj Kumar Singh

Name : Ajay K Gupta


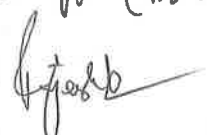
Title : Registrar

Title : Managing Director

Date : 12/04/2022


Date : 12/04/2022

Witness:

1. 
2. 



Witness:

1. 
2. 