

MEMORANDUM OF UNDERSTANDING

BETWEEN

COER UNIVERSITY

7th, KM Haridwar, National Highway Vardhmanpuram,
Roorkee, Rehmadpur, Uttarakhand 247667

and



SMAU INTERNATIONAL INDUSTRY & TRADE CHAMBERS

(PAN NO.-ABNCS3671G1Z4GST NO.-05ABNCS3671G1Z4, UDHYAM REGN NO.-UK-06-0048036)

This memorandum of understanding is being signed on 14th Day of May 2025 the between COER University, 7th, KM Haridwar, National Highway Vardhmanpuram, Roorkee, Rehmadpur, Uttarakhand 247667

And

SMAU International Industry & Trade Chambers (SIIATCH) an Association Registered under Companies Act, 2013 (CIN NO. U94110DL2024NPL430670) having its Regd. Office at Inder Puri, New Delhi 110012 and Corporate office at -SMAU Office, 4th Floor, Pentagon Mall, SIIDCUL, Haridwar with expression shall repugnant to the extent of meaning thereof include is successor and permitted assignees. The partners have entered into this MoU because they:

RECOGNIZE the mutual interest in the fields of research, training and development, consultancy and dissemination of knowledge and also

RECOGNIZE the importance of industry role in promoting the education in a nearby rural areas and increase contribution to social development of the residents.

RECOGNIZE the importance of the Industry Partner within its field of expertise.

The two institutions/Body corporate will endeavor to cooperate as follow:

1- OBJECTIVES

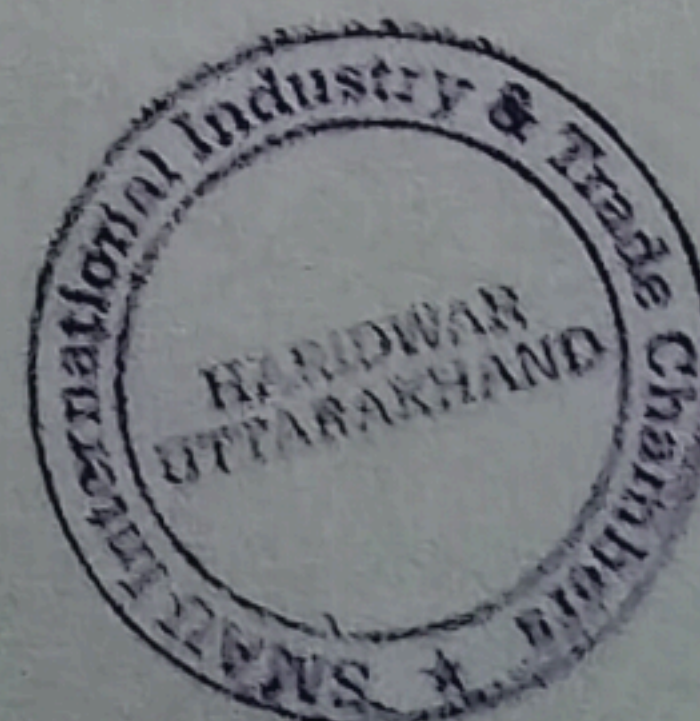
This MoU aims to build a Long Term relationship and to develop healthy arrangement between both the parties. Any collaborative programs, projects or activities proposed under this MoU shall be subject to negotiation, agreement and approved by, and between, the parties. The forms of these collaborative programs, projects or activities may include but are not limited to:

- Industrial Projects.
- Training to students and staff.

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- Convergence of Academic assets to Industrial application.

The parties will work out a specific plan for any activity mentioned above and mutually discuss the detailed arrangement for collaboration. The terms and conditions for such activities as favorable, funding, developers, Intellectual property will have to be specified in a separate work specific agreement.

2. ROLES AND RESPONSIBILITIES OF EACH PARTY

SIIATCH & COER University will be responsible for following areas:

1. Jointly organizing Conferences, Seminars, Workshops, Webinar, Value-Added Programs, Short Term Courses, Refresher Courses, Faculty development programs.
2. Workforce exchange program.
3. Technical Assistance.
4. Industrial visit, field projects, Internship.
5. Training and placement assistance.

SMAU International Industry & Trade Chambers (SIIATCH) will be responsible for following areas:

1. Training of students and staff with latest trend in industry
2. Deputing Commercial Projects to COER University, Roorkee (Affil. to NPC, GOI).
3. Aiding Research students in terms of Guidance.
4. Consulting COER University in Commercial activities.
5. Consider students for campus placement in different areas like Actuary, Certified Insurer, Risk Assessment and Data Analytics.

COER University Roorkee will be responsible for:

1. Inviting resource persons from the SIIATCH for delivering guest lecturers to the students.
2. Conducting small scale research activities.
3. Consulting SIIATCH in Commercial activities.

3. FINANCIAL AGREEMENT

The financial agreement for the co-operative activities undertaken within the framework of this MoU shall be mutually agreed upon by both the parties on a case-to-case basis subject to the availability of the funds and resources.

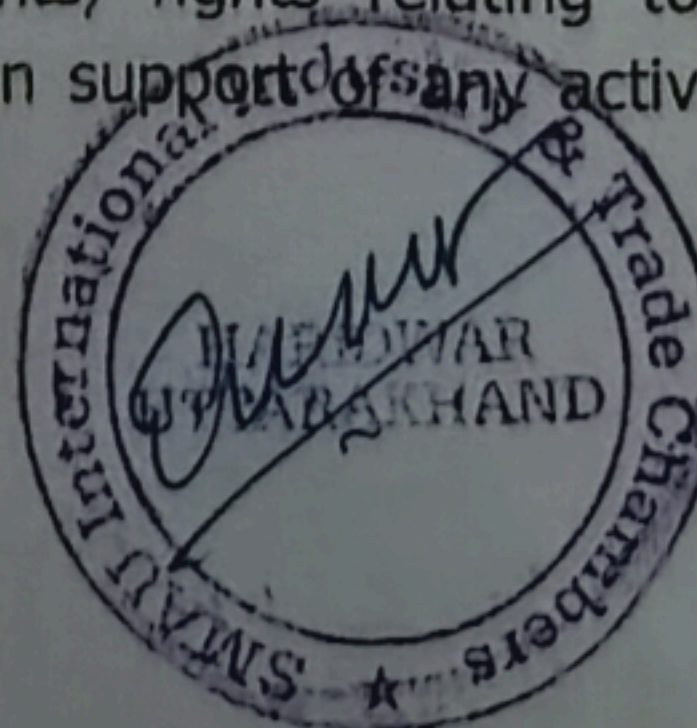
4. REPRESENTATION AND WARRANTY

Each party to this MoU represents that the execution and performance of this MoU is not contrary to any rule, law, status, internal policy or any other such order or rule by which such party is bound.

5. PROTECTION OF INTELECTUAL PROPERTY RIGHT/OWNERSHIP

Each party will protect, its territory, intellectual property rights of the other party in force in their respective geography, all copyrights, and design rights, rights relating to computer software or intellectual property rights of the document produced in support of any activity under this MoU shall remain with the party owning it.

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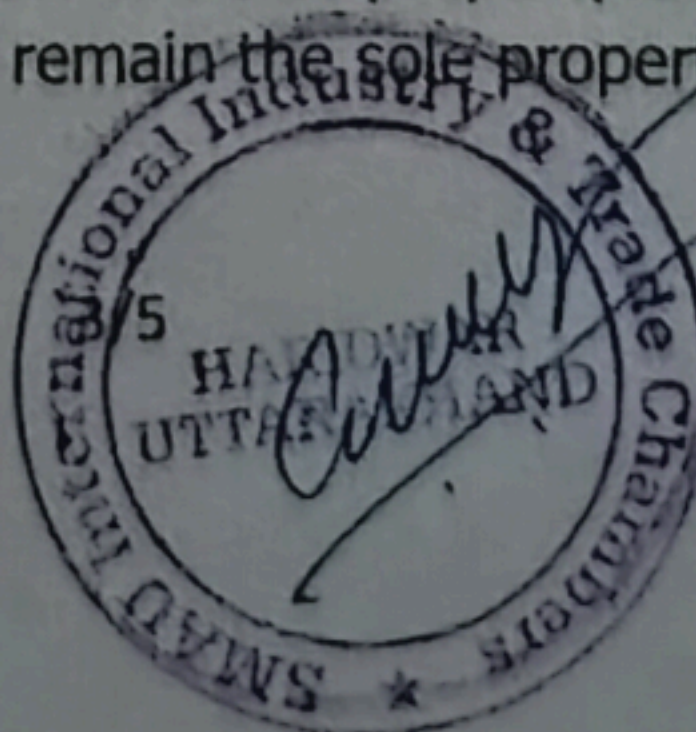


Ownership of any intellectual property (including but not limited to confidential information, know-how, patents, copyrights, design rights, rights relating to computer software, and any other industrial or intellectual property rights) developed during the course of this MoU shall be decided through a separate project specific agreement.

6. CONFIDENTIALITY

- A. Confidential information includes all communication of information disclosed in documentary or tangible form between the parties, including oral, written and machine-readable form, pertaining to the above which is indicated as confidential. In case of such information disclosed orally or visually, the disclosing party shall confirm in writing the fact and general nature of each disclosure within 30 days after it is made.
- B. Confidential information includes:
Disclosed by, or on behalf of the Disclosing party to the receiving party, otherwise learned or ascertained by the receiving party from inspection and/or evolution of sample (s) identified by the disclosing party as confidential and provided to the receiving [party by or on behalf of the Disclosing party sample (s) and/or, otherwise learned or ascertained by the receiving party from the disclosing party.
- C. The receiving party will not disclose confidential information of the disclosing party to any other person and use at least the same degree of care to maintain the information confidential as receiving party uses in maintaining as confidential its own confidential information but always at least a reasonable degree of care, due diligence will be taken by both the parties in maintenance of confidential information.
- D. The receiving party will use the confidential information only for the above mentioned purpose.
- E. The receiving party will restrict disclosure of the confidential information of the disclosing party solely to those employees, subsidiaries, parent and affiliated companies of receiving party having a need to know such information in order to accomplish the purpose stated above.
- F. This MoU imposes no obligation on receiving party with respect to any portion of the confidential information received from disclosing party which :
- a. Was known to receiving party prior to disclosure by disclosing party.
 - b. Is lawfully obtained by receiving party from a third party under no obligation of confidentiality.
 - c. Is or become generally known or publically available other than by unauthorized discloser, is independently developed by receiving party.
 - d. Is discloser be disclosing party to a third party without a duty of confidentiality on the third party.
 - e. Is required by law or decree.
 - g. The confidential information shall remain the sole property of the disclosing party.
 - h. The obligation of non-disclosure shall remain the sole property of the disclosing party.

[Handwritten signature]



- i. The obligation of non-disclosure of confidential information shall survive for 3 years after expiry/termination of this MoU.

7. SUSPENSION.

Each party reserves the right for reasons of national security, national interest, public order or public health to suspend temporarily either in whole or in part the implementation of this MoU.

The suspension shall take effect immediately after written notification has been given to the other party through diplomatic channel.

8. REVISION, MODIFICATION AND AMMENDMENT

Either party may request in writing a revision, modification, amendment of all or any party of this MoU. Any revision, modification or amendment agreed to by the parties shall be reflected in writing and shall form part of this MoU. Such revision, modification or amendment shall come into force on such date as may be determined by the parties.

9. SETTELMENT OF DISPUTES

The MoU is not intend to create any legal obligation between the parties , any difference or dispute between the parties concerning the interpretation and/or implementation and/or applicable to the any of the provision of this MoU shall be settled amicably through mutual consultation and/or negotiation between the parties,without reference to any third party or international tribunal.

The MoU shall be governed and constructed in accordance with the law of India. The parties agree to submit to the exclusive jurisdiction of Haridwar Court in connection with any dispute between the parties under MoU.

In case any dispute arises in implementing the MoU, these shall be resolved by mutual consultation.

10. EFFECTIVE DATE, DURATION AND TERMINATION.

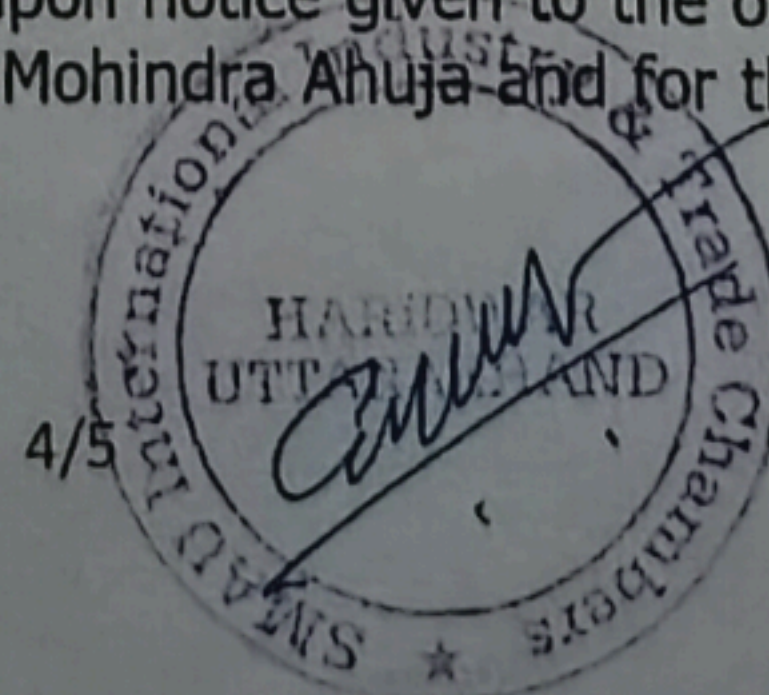
The MoU shall commence from the effective date and shall continue for the period of 3 years from the effective date (hereafter referred to as "Term"). Thereafter both the parties shall review the status of the co-operation and may extend the term on such condition as mutually agreed upon. Notwithstanding the 10 paragraph 1 above, either party may terminate this MoU by notifying the other party in writing at least 6 months in advance of such termination.

Unless otherwise agreed upon by the parties, the termination of this MoU shall not affect the implementation of the on-going activities and/or programs which have been agreed upon before the date of the termination of the MoU.

11. SINGLE POINT OF CONTACT (SPOC)

Each party shall designate the person or office to serve as liaison for implementing this MoU. The liaison/SOPC may change from time to time upon notice given to the other party in writing pursuant to this MoU. For the SIIATCH, SPOC will be Dr. Mohindra Ahuja and for the Initial liaison, SPOC for COER University will be Dr. Mamta F Singh.

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12. INDEMNIFICATION

Both the party shall indemnify and keep other party indemnified and harmless against any and all claim, action, proceedings, by third party (including all cost, damage, expenses/losses) arising out of or in connection with this MoU due to breach of any act of negligence/omission or commission on part of such party and/or its employee, agent etc.

13. FORCE MAJEURE

Neither party here to shall be liable for any failure to perform its obligation here under to the extent that performance has been delayed, hindered, or prevented by any circumstances beyond the reasonable control of that party, including without prejudice to the generality of the foregoing any act of the God, war, riot, civil commotion, strick, lock out or other form of industrial action or any form of government or supernatural authority intervention.

The affected party to be able to avail of this clause will be obliged to other party of;

(a) The occurrence of any such even of force majeure

(b) Resume its responsibilities on the cessation of such force majeure event.

14. MISCELLANEOUS

Neither party shall use or publicize the MoU in such manner as to dispute to the other party and shall not make any statement relevant to this MoU which may reasonably be considered to be misleading. If any doubt arises as to the interpretation of the provision of this agreement or as to matters not provided therein, the parties to this agreement shall consult with each other or is instance and resolved such doubt in good faith.

In case of dispute of difference arising out of or in connection with this MoU the same shall be settled through mutual discussion between **COER University, Roorkee** and **SIIATCH**.

In witness whereof the parties hereto have signed and executed this MoU in presence of each other and in presence of attesting witnesses.

COER University, Roorkee

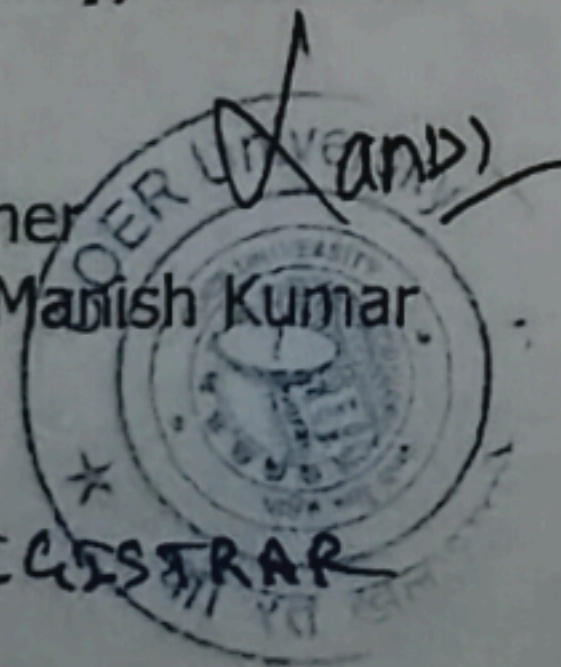
Academic Partner

Signed By Dr. Manish Kumar

Signed By REGISTRAR

Date

Official Stamp



SMAU International Industry & Trade Chambers (SIIATCH)

Industry Partner

Signed By Dr. Harindra K. Garg
Chairman- National Council

Signed By

Date

Official Stamp

