



Memorandum of Understanding

This memorandum of understanding ("MoU") is entered into on 14/02/2024 (Effective Date) BY AND BETWEEN

IKP EDEN a registered society with its registered office at Genome Valley, Turkapally, Shameerpet Mandal, Medchal-Malkajgiri Dist, Hyderabad 500 101, Telangana, India (1st Party)- which expression shall, unless it's repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and assigns)

AND

TCE TECHNOLOGY BUSINESS INCUBATOR herein referred to as the "2nd party" which expression shall, unless it's repugnant to the meaning or context thereof, be deemed to mean and include its successors in interest and permitted assigns).

Both Organizations are hereinafter individually be referred to as a "Party", and collectively as the "Parties", as the context may require.

NOW THEREFORE The Parties agree that this MoU shall be non-binding in nature and does not create any legal or financial obligations between the Parties, except for the Intellectual Property Rights, Data Privacy and Protection, Confidential Information, Dispute Resolution and Indemnity provisions under this MoU. The Parties agree to work together systematically for achieving the objectives as contemplated under this MoU.

1. Objectives and Scope of the Program

The objectives and scope of the program are detailed in **Annexure I - Objectives and Scope of the Program**.

2. First parties Roles and Responsibilities

The roles and responsibilities of the First Party are detailed in **Annexure II – IKP EDEN's Roles and Responsibilities** to this MoU.

3. Partner Institute's Roles and Responsibilities

The roles and responsibilities of the Partner Institute are detailed in **Annexure III– Partner Institute's Roles and Responsibilities** to this MoU.

4. General Terms and Conditions

4.1 Term & Renewal

This MoU shall be effective from the **Effective Date** as mentioned above until March 31, 2024 as mentioned under this MoU or terminated as per the terms of this MoU, whichever is earlier. This MoU may be renewed by providing the other Party prior written notice of thirty (30) days and on mutual agreement of Parties in writing.

4.2 Termination

- a) Either Party may terminate this MoU by providing the other Party with prior written notice of Sixty (60) days.
- b) In the event of any Party failing to fulfill its obligations as contemplated under this MoU, the other Party may notify in writing to cure such breach within thirty (30) days, failing which this MoU may be terminated forthwith at the option of the notifying Party.

4.3 Financial Terms

- a. The financial support for the execution of the TITAN DIM Program is provided in Annexure III.

4.4 Intellectual Property Rights

"Intellectual Property" or "IP" includes creations, domain names, inventions, know-how, trade or business secrets, patents, copyrights, trademarks, logos, designs, works of authorship, software programs, papers, models, teaching techniques, research projects, databases, and instruction manuals. Each Party shall retain all rights to its IP and nothing contained in this MoU, nor the use of the IP in the publicity, advertising, or promotional or other material relating to the fulfillment of the obligations of the Parties contained herein shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's IP. Any resulting IP pursuant to this MoU shall be owned by the respective owners and such resulting IP ownership shall be intimated to the other Party in writing within thirty (30) days or else other Party shall not have any liability whatsoever.

4.5 Confidential Information

All proprietary, confidential, or non-public information and/or Data in any form and/or Personal Data/Sensitive Personal Data/Information that identifies an individual disclosed and/or obtained and/or known to a Party in connection with this MoU, shall be considered as Confidential Information. Such Confidential Information shall belong solely to the disclosing Party. Parties agree not to disclose the Confidential Information to any other third party without prior written approval of the Party who owns such Confidential Information. Any approved dissemination of Confidential Information shall

be strictly on a need basis and Parties will ensure equivalent security measures as of the Parties. Confidential Information which becomes public due to illegal or wrongful actions, will not make the Confidential Information public information. Parties agree to notify the disclosing Party of any unauthorized disclosure immediately which a Party may have knowledge of and take appropriate actions to secure it.

4.6 Dispute Resolution

- a. Any dispute, difference, or controversy of whatever nature howsoever arising under or out of or about this MoU between the Parties, and so notified in writing by either Party to the other Party ("Dispute") shall, in the first instance, be attempted to be resolved amicably by mutual consultation of key-personnel of the Parties.
- b. Any Dispute which is not amicably resolved within seven (7) days of Dispute notification, shall be finally decided by reference to arbitration by an arbitration tribunal comprising of three (3) arbitrators, of whom each Party shall select one (1), and the third arbitrator shall be appointed by the two (2) arbitrators so selected and shall be subject to Arbitration and Conciliation Act 1996 (as amended from time to time). The place of arbitration shall be Bangalore, India. Such arbitration shall be conducted in confidence and in English language.
- c. Parties agree that the rights and obligations under this MoU shall remain in full force and effect during any dispute resolution period pending the final order under this section.

4.7 Indemnity

This MoU does not contemplate or provide for the exchange of any funds/money between the Parties. Therefore, save and except for fraud and/or gross negligence, breach of IP/Data Privacy and Protection/Confidentiality clauses herein, no Party shall be liable to indemnify or pay damages to the other Party, its officers, directors, employees or agents from and against any liabilities, costs and expense incurred or suffered, or to be incurred or suffered by the other Party that arise out of or relate to, or result from any breach or termination by either Party of any of the provisions of this MoU. For any third-party claims, each Party shall bear all the liability and/or expenses of dealing with such third-party claims. Any third-party claims and/or damages against a Party, which is caused due to the other Party, shall be indemnified by the Party who caused such claims/damages.

4.8 Representations and Warranties

- a. Each Party hereby represents and warrants that the use of IP made available or contributed by it does not violate the IP rights of any third party.

- b. Each Party has all requisite power and authority to enter into this MoU and the execution, delivery and performance by such Party of this MoU has been authorized by all necessary and appropriate corporate or governmental action and will not, to the best of its knowledge, violate any applicable law or approval presently in effect and applicable to it.

4.9 Governance and Review of the Program

IKP EDEN's authorized representative, and Partner Institute's authorized representative will enable the rollout of the Program. They will interact periodically as agreed between the Parties to track rollout and address any issues. A panel consisting of IKP EDEN's and Partner Institute's senior management will review the progress/outcomes and enable course correction as required during the Program's duration. The Program will be monitored for its progress and feedback via surveys and measure outcomes as agreed between the Parties.

4.10 Notice

Either Party may, from time to time, change its respective address or representative for receipt of notices or other communications by giving to the other Party not less than 10 days' prior written notice in English.

Notice to IKP EDEN:

IKP EDEN's contact name: Aaqib Jameel

Contact Phone No.: +91-931687587

Contact e-mail ID(s): aaqib@ikpeden.com

Cc to: sridhar@ikpknowledgepark.com

Notice to Partner Institute:

Partner Institute point of contact Name:

Partner Institute point of contact No.:

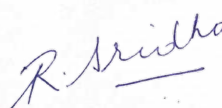

Partner Institute point of contact e-mail ID(s):

4.11 Miscellaneous

- a. **Entire MoU:** This MoU constitutes the entire understanding of the Parties concerning the Program and supersedes any prior or contemporaneous oral or written understanding or communication between the Parties. The Annexures attached to this MoU shall form part and parcel of this MoU.
- b. **Amendment:** This MoU shall not be amended, changed, or modified in whole or in part except by an instrument in writing signed by both the Parties hereto. However, IKP EDEN reserves the right to modify the scope of the Program at its sole discretion upon notification to the Partner Institute.

- c. **Non-exclusive:** This MoU shall be non-exclusive, and Parties are free to enter similar arrangements with other third parties, without any conflict of interest.
- d. **Parties' Relationship:** Nothing in this MoU shall be construed as creating a relationship of partnership, joint venture, agency, or employment between the Parties. Neither Party shall be responsible for the acts or omissions of the other Party, nor shall either Party have the power or authority to speak for or assume any obligation on behalf of the other Party.
- e. **Brand Protection:** Parties may use the other Party's brand materials including the name, logo, etc. on prior written approval from the other Party. This MoU does not automatically include co-branding, co-certification, or marketing of programs, and decisions regarding such matters would be on a case-by-case basis mutually agreed between the Parties in writing.
- f. **Counterparts:** This MoU may be executed in two counterparts each of which when so executed and delivered in the English language shall be an original, but all of which shall together constitute one and the same instrument.
- g. **IN WITNESS WHEREOF** the Parties have agreed to execute this MoU as on the date mentioned herein above

For and on behalf of IKP EDEN

Name: Sridhar Ramanathan

Designation: CEO

For and on behalf of the Partner Institute



Name: SEBIN SUNNY P

Designation: CEO



Annexure I - Objectives and Scope of the Program

Design Impact Movement, **A social initiative of Titan Industries**

Design Impact Movement (DI: Movement) is a social initiative aimed at fostering an ecosystem that supports design for social needs. This is being implemented by IKP EDEN. The program guides aspiring social designers in their journey of innovation for social impact. DI: Movement is especially targeted at college students and young professionals and highlights how social design can be utilized to create impact. Additionally, The DI: Movement has a tech platform via which the participants can register and access course material and enroll on the DI: Movement project journey.

Who is it for?

- Indian and foreign nationals working on solutions for the Indian Subcontinent
- Open for students and alums from colleges between ages 16 to 27
- Students from Design, Engineering, and Architecture colleges are encouraged to apply (but open to all)

Criteria for Project Selection

- Clearly defined social problem statement with solutions for Indian Subcontinent. The solutions can be in the following areas:
 - Healthcare
 - Agriculture & Livelihood
 - Environment
- The solutions can be products or services.
- Participants can enroll for more than one project.
- Additional credit if you have a low-fidelity prototype or CAD+CAM renders.

This is a pan-India movement and entries can be submitted over the web. The last date for submission of entries is 25 Feb 2024

The top 100 entries would be supported for prototyping. Following this, the top 25 teams would be selected. They would be supported for business incubation. Finally, the top 3

teams would be supported for Go-to-market. They also have an opportunity to be supported by Design Award.

The core objective of the program is to encourage young minds to consider design solution to meet unmet needs in their environment. The proposed partnership between IKP EDEN and the Partner institute is to engage with young minds in the Partner institute and motivate them to come up with Design Ideas for the Design Impact Movement.

Annexure II – IKP EDEN's Roles and Responsibilities

IKP EDEN will

- Coordinate with the partner organization to monitor the submission of entries in Idea Harvest.
- Be responsible for collating entries across the country and evaluating them.
- Provide an overview/ orientation to the program to the Partner's representatives for Idea Harvest.
- Work with the partner to evaluate the submissions for Idea Harvest.
- Will conduct Ask Me Anything sessions with the partner institute.

Annexure III – Partner Institute’s Roles and Responsibilities

The Partner institute:

- Will identify a lead faculty/member who will function as the Single Point of contact.
- Will work with EDEN to publicize the Idea Harvest in their institute(s).
- Will conduct Ask Me Anything sessions with EDEN.
- Will motivate student teams to participate in the DI Movement event, Idea Harvest.
- Will work with EDEN to shortlist the best 10 for a pitching competition for Idea Harvest.
- Will identify panelists and mentors for the Idea Harvest.
- Will host an event for presentations of the finalists and reward the top 3 teams

IKP EDEN will support the hosting of the DI: Movement event (Idea Harvest) by providing support for the event organization.

1. Idea Harvest Event with 100 submissions on Titan DIM platform – Rs 1,00,000/-
 - a. For every additional 5 submissions over 100 – Rs 4,500/-
2. Idea Harvest Event with 50 submissions on Titan DIM platform – Rs 60,000/-
 - a. For every additional 5 submissions over 50 – Rs 4000/-.
3. Idea Harvest Event with 30 submissions on Titan DIM platform – Rs 40,000/-
 - a. For every additional 5 submissions over 30 – Rs 2000/-
4. Idea Harvest Event with 15 to 29 submissions on Titan DIM platform – Rs 30,000/-

All payments will be made post verification of submissions on the Titan DIM Platform.

All payments will be based on the invoice provided and the amount will be transferred to a bank account.

Bank Details:

TCE TECHNOLOGY BUSINESS INCUBATOR

A/c NO : 056301001015

IFSC : ICIC0000563

BRANCH : TCE BRANCH, MADURAI-625015