

# MEMORANDUM OF UNDERSTANDING (MoU)

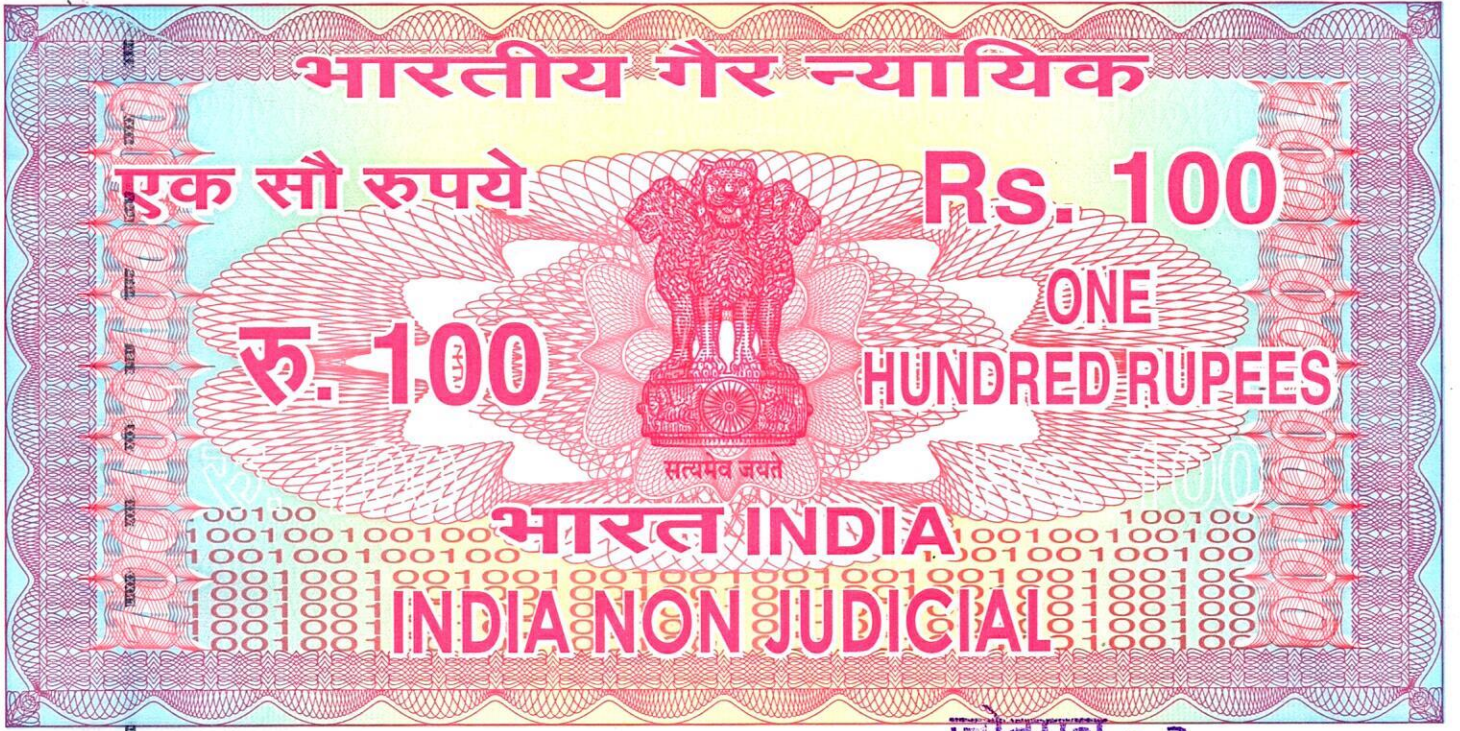
BETWEEN

**Department of Computer Engineering,  
VIVEKANAND EDUCATION SOCIETY'S INSTITUTE OF TECHNOLOGY**

Hashu Advani Memorial Complex,  
Collector's Colony,  
Chembur,  
Mumbai 400074

AND

**CERE LABS PVT. LTD**  
501, Takshashila Commercial Center,  
RHB Road, Mulund (West),  
Mumbai 400080



महाराष्ट्र MAHARASHTRA

जोडपत्र - २ ZR 727025



जिल्हा कोषागार कार्यालय, ठाणे  
20 JAN 2022  
मुद्रांक प्रमुख लिपीक / लिपीक

० 2021 ० मुद्रांक विक्री नोंदवही  
अनुक्र. नं. 1734.86 दिनांक .....  
दस्तावा प्रकार - 1.1.FEB.2022  
दस्त नोंदणी करणार आहे का ? होय/नाही  
मिळकतीचे योजयकार वर्ग - .....  
मुद्रांक विक्रीचे योजयकारे नांव - Dattaraj Bhaskar Rajadhyar  
हस्त अस्तथात स्वयं नांव, पत्ता व सही - Swarni  
दस्तावा पेशक्याचे नांव - .....  
मुद्रांक शुल्क रक्कम - 100000  
मुद्रांक विक्रीक्यात सही (मिडिल व डाव्या बाजूला).  
मुद्रांक विक्रीचे योजयकारे नांव - राज्याचे मुद्रांक, सार्वजनिक सेवा केंद्र  
दुकान नं. २४, भावली मार्गेट, रवीश्वर जॉर्जियन बिल्डिंग,  
थाने (प) - ४०० ६०१.  
दस्तावा मुद्रांक क्रमांक - १२०१०१०  
ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्या या खास कारणासाठी  
मुद्रांक खरेदी केल्यापासून ६ महिन्यात सापेक्षेने बंधनकारक आहे.

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this the 1st day of February Month, 2022 by and between.

Department of Computer Engineering, Vivekanand Education Society's Institute of Technology (CMPN-VESIT), the First Party represented herein by its Principal, Dr. J.M. Nair and Head of the Computer Engineering Department, Dr. Nupur Giri wherein VESIT offers UG, PG and Ph.D. programmes affiliated to University of Mumbai and also provides consultancy and innovative product development service as its industry interface initiatives. The Department of Computer Engineering adheres to all principles of the institute and imparts technical knowledge, expertise and professional excellence in technology.

And

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DR

**CERE LABS PVT. LTD.(Cere-Labs)** The Second party, engaged in research, designing, implementation of software using Artificial Intelligence, and represented herein by its **Founder and CEO, Mr. Devesh Rajadhyax**

WHEREAS: both the parties,

Desiring to club their efforts by pooling their expertise and resources, recognizes the importance of research and development in the areas of social and recent interests as well as imparting real life solutions by Computer engineering faculties and students.

INTEND to collaborate for promoting excellent quality manpower in the fields of engineering and technology with a special emphasis on research and development and related fields.

A) First Party is a department in a Higher Educational Institution named: **CMPN-VESIT**

B) First Party & Second Party believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.

C) The Parties intend to cooperate and focus their efforts within the area of **(Collaboration work for Project Development and Services/ Skill Based Training/ Internship/ Placement/ Expert Lecture)**.

D) **Cere-Labs** - the Second Party is engaged in Research and Development in software products based on Artificial intelligence and related technologies.



NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERETO AGREE AS FOLLOWS:

#### **CLAUSE 1**

#### **CO-OPERATION**

- 1.1 Both Parties are united by common interests and objectives and they shall establish cooperation.
- 1.2 First Party and Second Party cooperation will facilitate effective utilization of the intellectual capabilities.
- 1.3 The parties shall cooperate with each other and shall be as promptly responsible as practical and in relevant agreement.



## CLAUSE 2

### SCOPE OF THE MoU

2.1 **Collaboration for Project development:** Both the parties need to bring together different skills sets and expertise and collaboratively pitch for funding to different organisations.

2.2 **Internship:** Industry and Institution interaction will provide an insight into the latest developments/ requirements of the industries; the Second Party to permit the Faculties and Students of the First Party to visit its company and also be involved in internships for students of the First Party. This will provide confidence & smooth transition for students' work. Also the Second party may register on the AICTE Internship Portal for the benefit of students.

2.2 **Expert Lectures:** Second Party to extend the necessary support to deliver expert lectures to the students of the First Party on the latest technology trends.

2.3 **Placement of trained students:** second party will actively engage to help the delivery of the training and placement of the students of the first party.

2.4 There is no financial commitment on the part of the **CMPN-VESIT**, the first party to take up any program mentioned in MoU.

2.5 Both Parties to obtain all internal approvals, consents, permissions and licenses of whatsoever nature required.

## CLAUSE 3

### VALIDITY

3.1 This Agreement will be valid until it is expressly terminated by either Party on mutually agreed terms, during **July 2021 to July 2022.**

*DBR*

## CLAUSE 4

### RELATIONSHIP BETWEEN THE PARTIES

4.1 It is expressly agreed that First Party and Second Party are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership.

4.2 Neither of the supervisors will publish the work carried out under this MoU without acknowledgement of the other. In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.

It has permission and approval to consider and display the name and logo of the parties as and wherever required.

**CLAUSE 5**

**IPR and CONFIDENTIALITY**

5.1 Rights regarding publications, patents, royalty, ownership of software/design/product developed under the scope of this MOU, shall be shared equally between **CMPN-VESIT and Cere-Labs**.

During the tenure of the MOU both **CMPN-VESIT and Cere-Labs** 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.

5.2 Both **CMPN-VESIT and Cere-Labs** 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..

Further both **CMPN-VESIT and Cere-Labs** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.



## Annexure 1

### Commitments from CERE-LABS

- Cere Labs will participate in a few selected final year student projects.
- The designated projects can be offered to those students who are interested in working with us for a minimum period of one year after their graduation.
- We will make employment offers to the students based on our interactions and interviews. The offers are of course not binding and students are free to pursue other opportunities.
- The compensation offered will be notified to CMPN\_VESIT in advance.
- Our role in the projects will be limited to:
  - Suggestions on project topics. The suggestions will not be binding. The students are free to choose any projects.
  - Guidance in our areas of expertise such as ML and DL. The guidance generally should not include routine programming.
  - Review of the outcome and feedback
- Our responsibilities will not include:
  - Review of progress
  - Driving the project and ensuring completion
  - Guidance in areas other than our areas of expertise.

### Commitments from CMPN-VESIT

- If the outcome of a project related to product development, design etc. which involves matters of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results in an intellectual property, for which rights can be secured, it will be decided on a case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on a case to case basis after mutual consultation.
- Research supervisors from both the parties will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs to be claimed.
- In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity.
- Agree on dates, topics, time slots for mutual activities.
- Encourage faculties and students to give full support to the activities.

*DBR*

Accepted for and on behalf of

Sign : Devesh Rajadhyax  
Name : Devesh Rajadhyax  
Founder and CEO,  
Cere Labs Pvt. Ltd.  
Date:



Sign: Jayalalitha  
Name: Dr. (Mrs.) J.M. Nair, **PRINCIPAL,**  
Principal, **VIVEKANAND EDUCATION SOCIETY'S**  
Vivekanand Education Society's Institute of Technology (VESIT)  
Date: 15.2.22 **INSTITUTE OF TECHNOLOGY**  
**HASHU ADVANI MEMORIAL COMPLEX,**  
**COLLECTOR'S COLONY, CHEMBUR,**  
**MUMBAI-400 074, INDIA.**



Sign: Nupur  
Name: Dr. (Mrs.) Nupur Giri,  
Head of Department,  
Computer Engineering,  
Vivekanand Education Society's Institute of Technology (VESIT)  
Date: