

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY (MIET)
AND
GAPCRUD PRIVATE LIMITED

This Memorandum of Understanding (hereinafter referred to as MoU) executed on **November 07, 2022**, between:

MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY (MIET) situated at Plot No-8 & 9, Knowledge Park-II, Greater Noida (UP)-201310, the ONE PART

AND

GAPCRUD PRIVATE LIMITED (hereinafter referred to as GAPCRUD), an ISO 9001:2015 certified educational technology and services organization incorporated under the Companies Act of 2013 (CIN: 180301WB2021PTC246914) and having registered office at HA 130, Sector 3, Salt Lake City, Kolkata – 700097, the OTHER PART, AND

WHEREAS, GAPCRUD is recognized as a technology start-up by the Department of Promotion of Industry and Internal Trade, Ministry of Commerce & Industry via registration number DIPP85303, for its "GAPCRUD" project execution methodology. The company offers its services under the brand "Capsule Labs". AND

WHEREAS, the parties herein wish to develop industry institute association for mutual benefit towards student, faculty and facility development

The Parties enter into this MoU on the terms and conditions set forth hereafter:

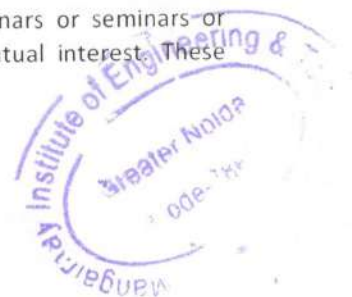
Clause 1: Objective:

Both Parties are to cooperate with each other to facilitate effective utilization of intellectual capabilities and market reach as promptly as is responsibly practical.

Clause 2: Scope:

- a. **MANGALMAY INSTITUTE OF ENGINEERING & TECHNOLOGY (MIET)** may provide support to publicise GAPCRUD offerings and events within its student community and faculty members.
- b. **GAPCRUD** may provide technical expertise, platforms and services to support institutional or departmental events like hackathons or workshops.
- c. **GAPCRUD** may provide authorized experts to deliver webinars or seminars or workshops in emerging technologies or other areas of mutual interest. These

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activities can be made available to currently enrolled students for motivational purposes or for technology awareness.

- d. **GAPCRUD** may provide support for advanced students to undertake projects in emerging technologies and gain appropriate certifications on its CapsuleLabs platform.
- e. **GAPCRUD** may provide opportunities for certified internships to students from time to time. Such opportunities will be located at either its own offices or those of its partners or online.
- f. **GAPCRUD** may provide assistance and opportunities for Full Time Employment to students with advanced certifications on its CapsuleLabs platform.
- g. **GAPCRUD** may appoint authorized experts/resource persons to provide consultations for curriculum development and innovation or pre-incubation policies.

Clause 3: Confidentiality:

Either Parties have agreed to hold in confidence all shared information/data designated as "Confidential", without explicit consent. This excludes prior information available with either Party or available through public domain.

Clause 4: Intellectual Property Rights (IPR):

The IPR that may arise as a result of joint research or collaborative activities under the agreement will be worked out on a case-by-case basis and will be consistent with officially laid down IPR policies of the two organizations. However, in the absence of an explicit contract, this MoU does not imply or transfer rights to reverse engineer, use, own or licence intellectual properties of either parties.

Clause 5: Commercials:

There is no financial commitment on either Parties arising from this MoU. If there is any financial consideration, it will be explicitly dealt with on a case-to-case basis.

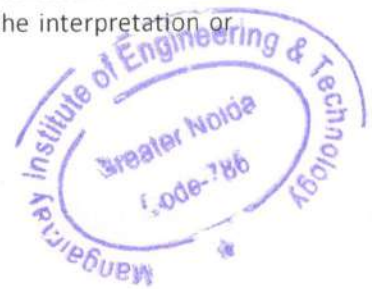
Clause 6: Validity and Jurisdiction:

This Agreement shall commence upon the date of the final signature below and will be valid for **three** years until it is expressly terminated by either Party on mutually agreed terms. The MoU may be renewed by mutual agreement between the Parties.

Clause 7: Arbitration:

This MOU shall not be legal binding on any of the Parties. However, in case of any dispute regarding the MOU, the parties will attempt to resolve the matter amicably. Any divergence or difference derived from the interpretation or

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application of the MoU shall be resolved by arbitration between the Parties as per the Arbitration Act, 1996 under Kolkata Jurisdiction.

Clause 8: Relationship between Parties:

It is expressly agreed that the Parties are acting under this MoU as independent contractors, and the association established under this MoU shall not be construed as a partnership or joint venture.


SIGNATORIES:

In witness whereof, the Parties hereto have signed this MoU in original in English with electronic copies of the executed MoU being also treated as original.



Aayush Mangal
Vice Chairman
Mangalmay Group of Institutions
Plot No-8 & 9, Knowledge Park-II,
Greater Noida (UP)-201310

Witness 1. 
Dr. Sanjay Pachauri
Head of the Department- B.Tech (CSE)

Witness 2. 
Dr. Garima Srivastava,
Associate Professor

Execution of the MoU


Gapcrud Private Limited


Director 7/11/22

Atanu Roy Chowdhury
Managing Director
GAPCRUD Private Limited
HA 130, Sector 3, Salt Lake
City, Kolkata – 700097, India



Gapcrud Private Limited


Director

