

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on 22<sup>nd</sup> January 2025 by and between TIH Foundation for IoT and IoE, a Section 8 company (not for profit), having its office at 3<sup>rd</sup> Floor CSRE Building, Indian Institute of Technology Bombay, A.S. Marg, Powai, Mumbai - 400076 Maharashtra, India (hereinafter referred to as “**TIH-IoT**” which shall include its agents, assigns, officers and successors in title), on the one part.),

And

**Bhaktivedanta Research Center**, located at 110A Motilal Nehru Road, Kolkata-700029 (Hereinafter referred to as “**BRC**” which shall include its agents, assigns, officers, and successors in title), on the other part.

TIH-IoT and BRC are individually referred to as a Party and collectively as Parties.

### WHEREAS:

- A. TIH Foundation for IoT and IoE (TIH-IoT) has been set up at the Indian Institute of Technology Bombay (IIT Bombay), as a Section-8 company (not-for-profit) under the National Mission on Interdisciplinary Cyber-Physical Systems (NM-ICPS), being implemented by the Department of Science and Technology (DST), Government of India. TIH-IoT aims to focus on creating a self-sustaining innovation continuum by fostering inter-disciplinary, collaborative and translational research for technology & product development, building highly knowledgeable human resources and a vibrant start-up ecosystem, in the technology area of Internet of Things (IoT).

TIH-IoT is spearheading a Government funded Multimodal Large Language Model initiative for Indian Languages (referred to as “BharatGen”).

- B. The Bhaktivedanta Research Center (BRC) is a research center and academic institute affiliated to the University of Mumbai for Masters, and Ph.D degree programs and to the Savitribai Phule Pune University for research. BRC is dedicated to preserving, researching, and disseminating the rich history, philosophy, and cultural heritage of India as well as to creating awareness and fostering cooperation on these studies internationally.
- C. TIH-IoT and BRC are desirous of establishing a collaborative framework to develop Artificial Intelligence (AI)-driven software solutions for Indological research. The partnership seeks to leverage BRC’s resources responsibly while ensuring mutual benefits, including data transformation services, search, web development, credit, and funding discussions.

The Parties hereto agree to the following terms and conditions for undertaking the above said collaboration

**Objective:** The objective of the MoU is to establish a high-level collaborative framework to explore providing Artificial Intelligence (AI)-driven services and opportunities for developing software solutions for Indological research without any fixed commitments on either Party. This MoU will serve as a foundation and framework for potential projects and programs that may be developed by the Parties for fulfilling the objectives.

**Scope:** This MoU is intended to establish a framework for exploring collaborative opportunities and does not create any binding obligations or commitments unless explicitly stated in future agreements or SoWs.

Under this MoU, the Parties agree to collaborate in the following areas:

- Explore the opportunity of development of AI-Powered Software.
  - Explore opportunities for building or refining AI tools for performing OCR, categorizing, analyzing, translating, and understanding textual and visual documents.
  - Explore opportunities for digitization of manuscripts as and when opportunities arise on a case to case basis on mutually agreeable terms.
  - Consider discussion around solutions for research in Indian philosophy and cultural studies.
- Explore opportunities to promote knowledge dissemination.
  - Explore tools to disseminate curated knowledge to a global audience.
  - Discuss user-friendly platforms to support researchers and scholars.
- Other areas of mutual interest, depending on needs and capabilities.

No Party is obligated to fund, deliver, or implement specific outcomes unless explicitly agreed to in separate written agreements or Statements of Work (SoWs). SoWs for individual projects, if executed, will cover the technical details, milestones, deliverables, and financial terms and be annexed to this MoU.

## **1. Role of TIH-IoT**

- a. TIH-IoT through the BharatGen team will share its academic expertise and experience with BRC under mutual terms.
- b. TIH-IoT will jointly work with BRC on projects as mutually identified.
- c. TIH-IoT will grant access to non-public data / proprietary information on a case by case basis for mutually agreed to projects.

## **2. Roles and Responsibilities of BRC:**

- a. BRC will participate in activities as identified in research projects taken up jointly with TIH-IoT.
- b. BRC will grant access to non-public data / proprietary information on a case-by-case basis for mutually agreed projects as per the specific project scope and guidelines agreed.
- c. Any other mutually agreed activities

## **3. Intellectual Property (IP):**

- a. Each Party will own its background Intellectual property (BGIP) that has been developed outside of the MoU and is required for the activities under this MoU.
- b. Each Party may give to the other Party, a right to use its BGIP for the purpose of implementation of the activities under this MoU.
- c. Results including any information, know-how, and data generated during the activities under this collaboration will be shared between the Parties and may be used by each Party for its own internal research and academic purposes, subject to any confidentiality obligations.
- d. Based on contributions from inventors of respective parties, knowledge and/or intellectual property (IP) which can be covered by patents and other IP rights, will be owned either individually by a Party or jointly by the Parties as the case may be.
- e. Both Parties will undertake the management of joint intellectual property rights including their filing, prosecution, maintenance and commercialization/deployment etc. as per mutually agreed terms. Any revenues generated from the commercialization of joint IP will take into account the contributions from each Party including technical and financial.

## **4. Confidentiality:**

- a. TIH-IoT and BRC agree to hold in confidence all information/data designated as confidential, which is obtained/disclosed from the other Party or created during the performance of this MoU and will not disclose the same to any third party without written consent of the other Party.
- b. Each Party may use the name, logo and/or official emblem of the other Party for the purposes of this MoU with the prior written approval of the other Party.

## **5. Publications:**

Any research findings arising from this collaboration may be published / presented at national or international conferences subject to mutual consent which consent shall not be unreasonably withheld. Authorship in such publications will be based on the technical contribution of the respective researchers of each Party. The terms and conditions for such publications shall be mutually agreed upon.

## **6. Compliance and best efforts:**

- a. Each Party agrees to perform its activities in compliance with all applicable statutes and regulations that are in force at that time.
- b. Both Parties will make their best efforts with all due diligence for the successful collaboration under this MoU.

## **7. Due Diligence:**

Both Parties agree to maintain the highest ethical standards in all aspects of collaboration including but not limited to data collection/usage, storage, analysis, and maintaining confidentiality.

## **8. Dispute Resolution:**

Any and all disagreements/differences/disputes arising hereunder shall be resolved amicably by the designated senior executives/officers of both Parties. Unresolved disputes, if any, shall be resolved by arbitration to be conducted under the Indian Arbitration and Conciliation Act 1996 in the English language at Mumbai.

## **9. Non-Exclusive:**

- a. This relationship is on a non-exclusive basis and TIH-IoT and BRC are free to enter into other relationships or alliances with other partners subject to confidentiality obligations.
- b. Cost and expenses involved in the implementation of this MoU will be borne by each on an individual basis.

## **10. Implementation**

- a. Funding for activities to be taken up under this MoU may come from either party, depending upon budgetary availability or sought from third parties through submission of collaborative project proposals.
- b. A party is not obliged to expend any resources in connection with this MoU and no implementation of any portion of this MoU or commencement of any specific projects may be initiated prior to the written assurance of adequate budgetary resources.
- c. This MoU shall not be construed to create a relationship of partners, brokers, employees, servants, joint venture so regents as between the parties. The parties to this MoU are acting as independent participants.
- d. Each party shall be responsible for its own employees' withholding taxes, workers' compensation and other employment-related taxes.

## **11. Amendment**

Either Party may request in writing a revision, modification or amendment of all or any part of this Memorandum of Understanding, and any revision, modification or amendment agreed to by the Parties shall be presented in writing and signed by authorized representatives of both the Parties. Such amendment/s shall form part of this Memorandum of Understanding. Both the parties will review the activities on quarterly basis at the place/location agreed mutually.

## **12. Terms & Termination**

- a. This MoU shall come into force on the date of its signing by the authorized representatives of the parties hereto and shall remain in force for a period of two years.
- b. The MoU may be extended for further periods under mutual consent.
- c. Either Party may terminate this MoU by giving three months' prior notice in writing to the other Party explicitly mentioning the reason(s) thereof. Any residual obligations at the time of such termination will be met by both Parties.

## **13. Contacts**

Each party hereby designates and appoints its representative with overall responsibility for implementing this memorandum and the representatives are duly authorized to sign the MoU. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact.

### **For TIH-IoT:**

Name: Mr. Kiran Shesh

Designation: Chief Executive Officer

Address: 3rd floor, CSRE Building, IIT Bombay,

Powai, Mumbai, Maharashtra - 400076

Email: [ceo@tihiitb.org](mailto:ceo@tihiitb.org)

Contact Details: 022-21593535

### **For BRC:**

Name: Mr. Sumanta Rudra

Designation: Trustee and Dean Academics

Address: 110A Motilal Nehru Road, Kolkata-700029

Email: [sumantarudra@gmail.com](mailto:sumantarudra@gmail.com)

Contact Details: 9820020505

IN WITNESS WHERE OF, the authorized representative(s) of both Parties have executed this MoU on the date abovementioned.

For **TIH Foundation for IoE and IoT**



Kiran Shesh (Jan 22, 2025 20:17 GMT+5.5)

Name: Mr. Kiran Shesh

Designation: Chief Executive Officer

Date & Place: 22-01-2025 and Mumbai

**WITNESS:** Pankaj Singh



Date & Place: 22-01-2025 and Mumbai

For **BHAKTIVEDANTA RESEARCH CENTER**



Sumanta Rudra (Jan 23, 2025 10:07 GMT+5.5)

Name: Mr. Sumanta Rudra

Designation: Trustee and Dean Academics

Date & Place: 22-01-2025 and Kolkata

**WITNESS:** Balaram Lila Das



Balaram Lila Das (Jan 23, 2025 15:32 GMT+5.5)

Date & Place: 22-01-2025 and Kolkata

# TIH-IoT x BRC MoU

Final Audit Report

2025-01-23

Created:	2025-01-22
By:	Aakash Gala (aakash.gala@tihanb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALvHR8nIW5EyCEzh0T32vqyVdMgkErTaN

## "TIH-IoT x BRC MoU" History

 Document created by Aakash Gala (aakash.gala@tihanb.org)

2025-01-22 - 10:29:21 AM GMT

 Document emailed to Kiran Shesh (ceo@tihanb.org) for signature


2025-01-22 - 10:29:25 AM GMT

 Email viewed by Kiran Shesh (ceo@tihanb.org)

2025-01-22 - 2:46:13 PM GMT

 Document e-signed by Kiran Shesh (ceo@tihanb.org)


Signature Date: 2025-01-22 - 2:47:06 PM GMT - Time Source: server

 Document emailed to Pankaj Singh (program.director@tihanb.org) for signature


2025-01-22 - 2:47:07 PM GMT

 Email viewed by Pankaj Singh (program.director@tihanb.org)

2025-01-22 - 10:31:42 PM GMT

 Document e-signed by Pankaj Singh (program.director@tihanb.org)

Signature Date: 2025-01-22 - 10:34:48 PM GMT - Time Source: server

 Document emailed to Sumanta Rudra (sumantarudra@gmail.com) for signature


2025-01-22 - 10:34:49 PM GMT

 Email viewed by Sumanta Rudra (sumantarudra@gmail.com)

2025-01-23 - 0:06:02 AM GMT

 Document e-signed by Sumanta Rudra (sumantarudra@gmail.com)

Signature Date: 2025-01-23 - 4:37:30 AM GMT - Time Source: server

 Document emailed to Balaram Lila Das (balaramaliladas@gmail.com) for signature

2025-01-23 - 4:37:31 AM GMT

 Email viewed by Balaram Lila Das (balaramaliladas@gmail.com)

2025-01-23 - 10:01:39 AM GMT

 Document e-signed by Balaram Lila Das (balaramaliladas@gmail.com)

Signature Date: 2025-01-23 - 10:02:49 AM GMT - Time Source: server

 Agreement completed.

2025-01-23 - 10:02:49 AM GMT



**Adobe Acrobat Sign**