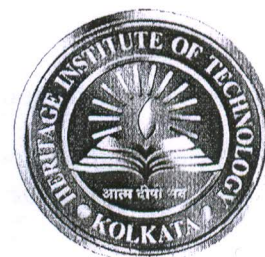


MEMORANDUM OF UNDERSTANDING

Between

**Heritage Institute Of Technology
And
Baid Power Services Pvt. Ltd**



This Memorandum of Understanding (MOU) is entered into by and between **Heritage Institute of Technology (HITK) and Baid Power Services Pvt. Ltd. (BPS)**

HITK and **BPS** agree to cooperate for bridging the gap between the Industry and the academia as an Industry-Institute-Interaction activity and conduct collaborative research & development programs on the topics relevant to both **HITK & BPS**. The areas of cooperation may include, subject to mutual consent, any desirable and feasible activities that would further be the goals of the two organizations. Such interactions may include cooperation in a variety of activities such as:

Formation of a joint technical team for the proposed Research & Development area:

- Each of **HITK & BPS** will nominate two of their respective representatives to form a technical committee for conducting and monitoring the activities agreed upon.

Electronics Laboratory development works & factory level testing & applications:

- **HITK** will carry out the laboratory scale development activities at **HITK** or any other suitable locations as would be deemed necessary for fulfilling the requirement and **BPS** will conduct the necessary testing and applications in their factory or elsewhere accordingly as would be deemed necessary for fulfilling the requirement.
- **BPS** shall provide material and accessories required for a project to project basis and **HITK** laboratories shall be used for the development of projects.
- Working man-hour will be resourced and provided by **HITK** and also appropriate guidance for research & Development works will provided by **HITK & BPS** for the said collaborative works.

Code of practices and intellectual property right:

- **BPS** will have absolute right of any output derived from this effort in terms of publications and intellectual property right for any patent or sale of technology in regard to the aforesaid development.
- Consultancy cost may be charged as mutually agreed upon by **HITK** for development of any new technology / products.

Organizing workshops, conferences and symposia with joint participation

- For joint workshops, the venue will be arranged at **HITK** and technical trainings will be imparted at **BPS** and Travel cost, hospitality and honorarium would be paid by **HITK**. The technical training will be undertaken by the expertise industry experts deputed by **BPS** in the workshop
- For conducting the workshops, **HITK** will arrange for academic experts in the relevant field and **BPS will arrange for industry experts in the relevant fields of the topic.**
- **For joint conferences/symposia, the event will be organized jointly by HITK in consultation with BPS.**

Deployment of Engineers/technical persons from **BPS** to visit **HITK** to have technical meets.

- **BPS** will send its Engineers/technical persons to **HITK** for special technical interactions for the technology and research works on the topic of interest of both to students of **HITK**.
- Special technical interactions / lecture time schedules will be given by **HITK** well in advance to **BPS**.
- The duration and frequency of meets for such interactions will be decided mutually by **BPS** and **HITK** on a meeting before the start of each such interaction.
- For Industry - Institute interaction Travel cost hospitality and honorarium would be paid by **HITK**. to external experts other than **BPS & HITK**.

Participation of experts from BPS in curriculum development (which would be possible after acquiring autonomous status):

- BPS will send its experts for participation in HITK's curriculum development program. The applicable terms of deployment for BPS representative(s) for attending such programs will be decided mutually before each such meeting.

Sabbaticals for members of faculty/students for research & development.

- Industrial training will be imparted to HITK's faculty and/or its students at BPS's premises.
- HITK will prepare the list of faculties and/or students for such training programs at BPS and will send its list to BPS well in advance before the commencement of the training.
- The certificates along with evaluation sheet will be submitted by BPS to HITK at the end of each training programs.

Support of BPS in promoting on-campus entrepreneurship through setting up of incubation cells and similar other activities at HITK

- The setting up of incubation cell at HITK will be taken care by HITK.
- BPS will send its representatives/experts periodically on time and need basis to HITK for promotion of on-campus entrepreneurship.
- The consultancy services of BPS for such promotional activities will be recorded by HITK and duly recognized in the brochure and publications of HITK on yearly basis (before start of each academic year). The proportional benefit of the joint initiative will be decided mutually by both partners before the start of each academic year.

Collaborative research

- BPS will help HITK's faculties or its students for conducting their research work by doing analytical studies and/or publication support.
- Parameter-wise experimental or practical details will be submitted to HITK by BPS before the start of each such research/analytical studies.

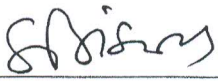
Any other collaborative efforts that both parties may deem fit from time to time

- Any other collaborative work on time and need basis that if both BPS and HITK considered to be worthy, will be decided in separate meetings, with a separate agreement for each such collaboration.

The primary contacts for the MOU are **Principal, Prof. (Dr.) Pranay Chaudhuri for Heritage Institute of Technology, Kolkata (HITK) and Mr. Anupam Baid, Director, BPS**. The parties may enter into further specific written agreements whenever appropriate, to clarify and define the nature, extent and terms of operation for the proposed collaborations. Further specific written consent required by the both parties.

This MOU will be valid for 5 (five) years unless terminated by one of the organizations. Either organization may withdraw from this MOU provided written notification of withdrawal is given to the other organization at least 3 (three) months prior to the desired withdrawal date. This MOU may be renewed for a further period of 5 (five) years upon mutual written consent of the two organizations before the expiration date. This MOU will take effect on the date the signatures of the two organizations are affixed to this document.

The following authorized individuals have signed the present MOU on behalf of their respective organizations:

for 
Pranay Chaudhuri
Principal
Heritage Institute of Technology

Date 20.6.2014


Mr. Anupam Baid
Director

BAID POWER SERVICES PVT. LTD
KOLKATA

Date 20th JUNE 2014