

Dean of International Relations

REF No. 2341/2024/OR

Date: 18.09.2024

Subject: MoU document from Trumio

The undersigned has received the final version of the MoU document from Trumio. The Chairman, CDC; Dean, AA and President TSG (who were part of the iteration and decision making process) may kindly give their consent that this document is now ready for placing in the upcoming MoU committee meeting.

Rabibrata Mukherjee
18.09.2024
Rabibrata Mukherjee
Dean, IR

Chairman, CDC

[Signature]
23.09.2024

Dean, AA

[Signature]
23/9/2024

Dean, OR

Karali Das
23.09.2024

Dean, R&D

Co-Santa
23/9/2024

President, TSG

[Signature]
23.9.24

Deputy Director

To be placed to MoU Committee
[Signature]
23/9/24

The collected data to be returned with OAA/ITRGP. 23/9/2024

MEMORANDUM OF UNDERSTANDING (MoU)
BETWEEN
IIT Kharagpur
AND
TRUMIO INC.

28th September 2024

This Memorandum of Understanding (hereafter referred to as "MOU") is entered into on the 28.09.2024 ("Effective") between:

1. **IIT Kharagpur**, situated at Kharagpur, West Midnapore, Pin 721302, West Bengal, India, India (hereafter referred to as the "**First Party**")
and
2. **Trumio Inc. or Second Party**, a marketplace and virtual workbench platform located at 181 E Tasman Dr, STE 20279 San Jose, CA 95134, USA (hereafter referred to as "**Second Party**")

WHEREAS, First Party intends to provide its students with valuable work experience and internship opportunities to enhance their academic experience and career development; and,

WHEREAS, Second Party has a platform for providing students with project opportunities from various organisations and the technology to assist delivery of the projects;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Objective of MOU

The Objective of this MOU is to establish a collaborative framework for Second Party and First Party to deliver work experience and/or internship to its students.

2. Scope of MoU

This scope of the MoU between the parties shall include, but not be limited to:

- **Project placement:** Assisting students of First Party in finding suitable project opportunities aligned with their academic program and career interests.
- **Project matching:** Matching First Party students' skills and qualifications with the requirements of potential project sponsors.
- **Application support:** Providing guidance and support to students of First Party on applying for the projects.
- **Project delivery support:** Facilitating communication and collaboration between students and project sponsors to deliver the projects successfully.

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- **Internships:** Securing paid project internships with sponsor organizations aligned with the academic requirements and time duration for eligible First Party students.
- **Evaluation and Feedback:** Collecting feedback from students and project sponsors, and sharing the same with students and the First Party.
- **Data reporting:** Providing data to First Party on a regular basis on the students delivering projects on the Second Party platform.

3. Deliverables from and Responsibilities of Second Party:

- **Platform:** Second Party shall provide its platform dedicated for providing students with project/internship opportunities from various organisations and the technology to assist delivery of the projects. Second Party shall work closely with First Party, including incorporating its suggestions to the extent possible, toward enhancement of the platform towards the objective of the MoU.
- **Platform analytics:** Second Party shall provide analytics on a mutually agreed (in writing) periodic basis in a standard format, based on data available on the platform.
- **Projects database:** Maintain a database of project opportunities provided to First Party students, and share these details with First Party on a quarterly basis through a report.
- **Projects promotion:** Actively promote project opportunities to First Party students through the Second Party platform and other communication channels.
- **Platform guidance:** Provide guidance to students on using the Second Party platform and applying for projects.
- **Engagement limit:** Incorporate specific time limit based on "hours per week" of project work contracted by each student during the academic year in session.
- **Develop project sponsors:** Develop and maintain relationships with project sponsors, to enable an enriching experience and learning environment for students.
- **Communication and reporting:** Maintain regular communication with First Party regarding project placements, progress being made by students on the platform, and collaboration progress. Specifically, for internships or pre-placement offers, the information reported will include typical data as in an offer letter.
- **Enabling student grading:** In the cases where students will require course credits / grading for their project or internship on the platform, Second Party will provide the First Party a verifiable certificate of completion of each project completed by the student. This certificate will have the information required by the First Party to appropriately grade each student based on their academic curriculum.
- **Collaboration Management:** Work closely with First Party to ensure progressive collaboration by sharing ideas and experiences that benefit students and the college. Also help resolve any issues that reduce the effectiveness of the collaboration.
- **Financial arrangements:** Second Party shall bear its own costs associated with this collaboration. This includes all communication, marketing, governance and administrative costs related to working with First Party faculty, students and Alumni Association / First Party Alumni Relation Cell.

3. Deliverables from and Responsibilities of First Party

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- **Collaboration messaging:** First Party will announce the collaboration with Second Party on signing the MOU, and on a periodic basis notify students to leverage the collaboration for grading and professional advancement.
- **Collaboration management:** Work closely with Second Party to ensure progressive collaboration by sharing ideas and experiences that benefit students and the college. Also help resolve any issues that reduce the effectiveness of the collaboration.
- **Faculty participation:** Encourage faculty to participate in Second Party projects to provide guidance and mentoring to the students.
- **Grading students:** In certain cases, First Party will require to grade students on their project or internship to enable students to complete their academic curriculum. In such cases, First Party will agree with the Second Party at the beginning of each academic year, any change in the information required for grading.
- **Collaboration with First Party Alumni:** Take part and facilitate co-ordination and collaboration with the First Party Alumni through its Alumni Relation Cell, to enable First Party alumni to provide projects to students through the Second Party platform.
- **Financial arrangements:** No costs will be borne by First Party in relation to students registering on the platform, applying for projects and delivering projects on the platform. Further, communication, marketing, governance and administrative costs related to Second Party working with faculty, students and alumni association / cell will also not be borne by First Party.

4. Term and Termination

This MOU shall be effective for a period of 3 years from the date of execution. The MOU may be renewed for additional terms of one year each time upon mutual agreement of both parties. This MOU may be terminated by either party upon 3 months written notice to the other party.

5. Confidentiality

Each party agrees to hold in confidence all confidential information of the other party and will not disclose such information to any third party without prior written consent.

6. Academic Grading

The project information disclosed to students of the First Party by the Second Party will be governed by any Non Disclosure Agreement that they have signed with the project sponsor. In such cases, for the purpose of academic grading, the student can seek explicit written or email approval from the project sponsor on the specific presentation content and report that they wish to present to the First Party.

7. Intellectual Property

All intellectual property rights developed by students during their projects shall be owned by the project sponsor or their assignee, unless otherwise agreed in writing by the project sponsor. When faculty is involved in the project, the ownership of intellectual property will follow institute guidelines and be governed by the terms of the agreement signed between the First Party and the project sponsor.

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8. Disclaimer of Liability

Neither party shall be liable to the other party for any indirect, incidental, consequential, or punitive damages arising out of this MOU.

Neither party will be liable for any claims for the work delivered by the students and faculty to clients. Clients and students / faculty will be party to a specific mutually binding contract for each project.

9. Entire Agreement

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

10. Governing Law & Dispute Resolution

- a. The parties agree that the MoU is undertaken in good faith and that they shall use their best endeavours to execute the provisions of this MoU.
- b. None of the provisions of this MoU shall be deemed to have constituted a partnership between the parties and no party shall have any authority to bind the other or shall be deemed to be agent of the other in any manner.
- c. Therefore, both parties agree that the provisions of the MoU are non-binding in nature and cannot be legally pursued.
- d. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement (and whether before or after the termination), parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

11. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, by email or sent by certified / registered mail, return receipt requested, postage prepaid, or sent by a reputable overnight courier service, addressed as follows:

If to First Party:

Dean, International Relations

If to Second Party:

The Chief Network Officer, Second Party Inc, 181 E Tasman Dr, STE 20279 San Jose, CA 95134, USA

12. Amendments

This MOU may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first written above.

All collected data
to be returned to
R. G. G.
23/09/2024

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For and on behalf of IIT Kharagpur (First Party)	For and on behalf of Trumio Inc (Second Party)
Prof. Rabibrata Mukherjee Dean, International Relations IIT Kharagpur	Mr. Raghu Venkatesam The Chief Network Officer Trumio Inc 181 E Tasman Dr STE 20279 San Jose CA 95134, USA
Witness 1 Name: Designation:	Witness 2 Name: Designation:

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For
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