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**Memorandum of Understanding
Between**

Software Competence Center Hagenberg GmbH (SCCH), an internationally recognized applied research institute incorporated under Austrian law and having its registered office at Softwarepark 21, 4232 Hagenberg, Austria, hereinafter referred to as "SCCH," of the FIRST PART;

And

Indian Institute of Technology Mandi (IIT Mandi), a research and educational institution of national importance established by a Special Act of the Parliament of the Republic of India, having its office at VPO Kamand, District Mandi, Himachal Pradesh, 175075, India, hereinafter referred to as "IIT Mandi," of the SECOND PART.

(Hereinafter collectively referred to as the "Parties.")

1. Objective

This Memorandum of Understanding (MoU) establishes the framework for collaboration between SCCH and IIT Mandi in areas of mutual interest to:

- Foster joint research and development in advanced software systems, data science, artificial intelligence, and related fields.
- Facilitate academic and professional exchanges, including faculty, student, and staff mobility.
- Promote collaborative projects, workshops, and training programs to address cutting-edge challenges in research and technology.
- Encourage commercialization of intellectual property and products generated through collaborative efforts.
- Facilitate visits of developers, researchers, and staff members from SCCH to IIT Mandi and vice versa to promote knowledge exchange and capacity building.

2. Scope of Collaboration

2.1 Research and Development

- **Joint Research Projects:** Undertaking collaborative research projects in mutually agreed areas of expertise.
- **Technology Development and Transfer:** Developing innovative software solutions and facilitating technology transfer for societal and industrial benefit.
- **Joint Product Development:** Co-developing products and prototypes with potential for commercialization.

2.2 Talent Development and Education

- **Mobility Programs:** Facilitating visits and exchanges of students, faculty, and staff between IIT Mandi and SCCH for academic and professional development.
- **Internship Opportunities:** Providing internships for IIT Mandi students and SCCH staff to enhance their practical and research skills.
- **Mentorship Programs:** Enabling researchers and professionals from SCCH to mentor students and startups associated with IIT Mandi.
- **Major Projects:** Facilitating joint supervision of final-year BTech projects, co-supervision of Masters-level projects, and co-supervision of PhD students.

2.3 Innovation and Entrepreneurship

- **Startup Access and Co-Investment:** SCCH will have access to startups incubated at IIT Mandi Catalyst, the incubation center of IIT Mandi, with the possibility of co-investing in promising ventures.
- **Hackathons and Competitions:** Organizing joint ideation events to stimulate innovative problem-solving.

2.4 Visits and Exchanges

- **Visits of Developers, Researchers, and Staff:** SCCH developers, researchers, and staff members may visit IIT Mandi for collaborative work and capacity-building programs.
- **Local Support for Visits:** The host organization will cover local expenses, including accommodation, food, and transportation, during such visits.
- **Mutual Agreement on Visits:** All visits shall be mutually agreed upon in advance, with clear objectives and schedules defined.

2.5 Knowledge Dissemination

- **Joint Publications:** Publishing joint research in reputed journals and conferences to ensure global visibility.
- **Workshops and Seminars:** Organizing seminars and training sessions on topics of mutual interest.

3. Intellectual Property Rights (IPR)

The following terms govern intellectual property rights resulting from this collaboration:

- a) Title to all inventions, discoveries, or developments made solely by IIT Mandi inventors resulting from the Research Collaboration shall reside with IIT Mandi; title to all inventions, discoveries, and developments made solely by SCCH inventors shall reside with SCCH. Title to inventions, discoveries, or developments made jointly by both Parties shall reside jointly in IIT Mandi and SCCH.
- b) IIT Mandi will offer SCCH an exclusive license to commercialize the research results for one year after the project's completion. If SCCH expresses interest, the Parties will negotiate a license agreement with mutually agreed-upon terms, including benefit sharing.
- c) If SCCH declines the offer, IIT Mandi shall be free to license the results to third parties. Benefits arising from such licenses will be shared under mutually agreed terms.
- d) In the case of joint intellectual property, neither Party may assign rights to third parties without the other Party's consent, which shall not be unreasonably withheld.
- e) Under mutually agreed-upon terms, IIT Mandi and SCCH will share the benefits accruing from any assignment of rights to third parties.

4. Confidentiality

- a) The Parties may need to disclose proprietary or confidential information during this collaboration. The disclosing Party shall inform the receiving Party about the confidential nature of the information. The receiving Party agrees not to disclose any such information, in whole or in part, without the prior written consent of the disclosing Party, except to its authorized personnel strictly for fulfilling the purpose of this agreement.
- b) Such personnel shall maintain the confidentiality of the information and use it only to the extent necessary to fulfill the objectives of this MoU.

5. Duration

This MoU shall remain valid for five (5) years from the date of signing unless terminated earlier by mutual agreement.

6. Termination

Either Party may terminate this MoU by providing thirty (30) days' written notice to the other Party.

7. Governing Law and Dispute Resolution

The laws of the respective countries of the Parties shall govern this MoU. Disputes arising from or related to this MoU shall first be resolved through mutual consultation. If unresolved, disputes shall be subject to arbitration under the applicable laws of the respective countries, with the venue determined by mutual agreement.

8. Financial Arrangements

Financial obligations, including project costs, funding, and resource sharing, shall be determined through a detailed Scope of Work (SOW) to be jointly developed and mutually agreed upon.

9. Effective Date

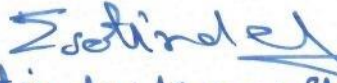
This MoU becomes effective on the date of the last signature below.

10. Points of Contact

- Each Party shall nominate a primary Point of Contact (PoC) to oversee the implementation of this MoU and facilitate communication between the Parties.
- The Points of Contact shall be responsible for:
 - Coordinating activities outlined in the Scope of Collaboration.
 - Ensuring timely exchange of information.
 - Addressing any issues or concerns related to the collaboration.
- The nominated Points of Contact, including their names, designations, and contact details, shall be identified before signing this MoU and listed below.

Nominated Points of Contact

For SCCH: Mohit Kumar
Name: MOHIT KUMAR
Designation: KEY RESEARCHER
Email: mohit.kumar@SCC.at
Phone: +43-676-852488826

For IIT Mandi: 
Name: Prof. Satinder Kumar Sharma 5-4-2025
Designation: Professor
Email: satinder@iitmandi.ac.in
Phone: +919459120073

Signed for and on behalf of
Software Competence Center Hagenberg GmbH (SCCH)

Signature: 

Name: Markus Manz

Designation: Chief Executive Officer

Date: 5th April 2025

Indian Institute of Technology Mandi (IIT Mandi)

Signature: 

Name: Prof. Laxmidhar Behera

Designation: Director

Date: 5th April 2025