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#37 Mitra Hills, Hyderabad, Telangana 500072 

## MEMORANDUM OF UNDERSTANDING

Between

Orbit Learning Pvt Ltd.

(Hereinafter referred to as "Orbit")

&

ACE Engineering College

(Hereinafter referred to as "ACE")

This Memorandum of Understanding, dated as of 22/2/2025, is entered into by and between Orbit Learning Pvt Ltd., a private limited company incorporated under the laws of India, with its principal office located at 37 Mithra Hills, Hyderabad, India 500072, and the ACE Engineering College, an educational institution incorporated under the laws of India, with its principal office located at Ghatkesar, Telangana, India 501301.

### 1. PURPOSE

This MoU is to establish a collaborative framework under which Orbit and ACE will work together to enhance educational and research opportunities for ACE faculty and students in the fields of Artificial Intelligence, DevOps, Full Stack Development, Cyber Security, Electric Vehicle Making, Drones, 3D Printing, Internet of Things, and other potential areas as identified through ongoing research and success.


### 2. SCOPE OF COLLABORATION

a. Training and Development: Orbit will provide expert training, workshops, and internships. ACE will contribute infrastructure such as labs, equipment, and internet facilities. b. Research Consultancy: Orbit will offer research consultancy in the agreed technological fields. c. Resource Sharing: ACE will provide necessary physical resources and Orbit will provide intellectual resources including training curricula and software.

### 3. TERM

This MoU shall be effective from 1/3/2025, and shall continue in effect until 1/3/2027, unless terminated earlier as provided herein.



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#### 4. FINANCIAL ARRANGEMENTS

There are no financial obligations required by either party under the terms of this MoU unless mutually agreed upon in writing for specific projects or activities.

#### 5. INTELLECTUAL PROPERTY

Intellectual property generated jointly by Orbit and ACE under this MoU shall be owned collaboratively, with each party having free access to such property for academic and research purposes, unless otherwise agreed upon in writing for specific projects.

#### 6. CONFIDENTIALITY AND DATA SHARING

Both parties agree to maintain the confidentiality of all proprietary information exchanged under this MoU and to protect it from unauthorized use and disclosure. Furthermore, both parties will adhere to all applicable laws and regulations concerning data protection and privacy.

#### 7. MANAGEMENT AND COMMUNICATION

Each party will appoint a coordinator to facilitate and manage the collaboration efforts. Official communications between Orbit and ACE shall be conducted via email.

#### 8. DISPUTE RESOLUTION

Any disputes arising from or related to this MoU shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996.

#### 9. TERMINATION

Either party may terminate this MoU with a written notice of 60 days to the other party.

#### 10. AMENDMENTS

This MoU can only be amended through written consent from both parties.



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## 11. LEGAL AND REGULATORY COMPLIANCE

Both parties agree to comply with all applicable laws and regulations in the execution of this MoU.

## 12. FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in the performance of any part of this MoU to the extent that such delay or failure is caused by fire, flood, explosion, war, terrorism, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party.

## 13. ENTIRE AGREEMENT

This MoU constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements, understandings, and negotiations.

## 14. NO PARTNERSHIP OR AGENCY

Nothing in this MoU shall be construed as creating a partnership, joint venture, agency, trust, or other association of any kind between the parties; each party remains an independent contractor.

## 15. COUNTERPARTS

This MoU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

## 16. NOTICES

All notices, requests, demands, and other communications under this MoU shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:



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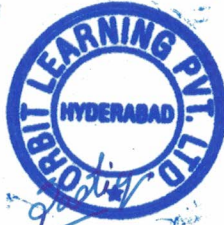
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#37 Mitra Hills, Hyderabad, Telangana 500072

For Orbit Learning Pvt Ltd. :  
[Address as above]

For the ACE Engineering College :  
[Address as above]

SIGNATORIES



*Sheeban Sadiq*  
*22-02-2025*

For Orbit Learning Pvt Ltd. :  
Name: Syed Sheeban Sadiq  
Title: Director  
Date:  
Place:



*Y.V. Gopala Krishna*  
*22/02/2025*

For the ACE Engineering College:  
Name: Prof. Y.V. Gopala Krishna  
Title: General Secretary  
Date:  
Place: