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MEMORANDUM OF UNDERSTANDING (MoU)

Between



Government Polytechnic, Bhubaneswar

Under the Administrative Control of

Director, Technical Education and Training, Odisha, Cuttack

And



MyOoumph Networks Private Limited (Ooumph)

Registered Office (HQ): M2C-170, Sitapur Road Yojana, Jankipuram, Uttar Pradesh 226021

Odisha Branch Office: Duplex No. 7, Plot 279, Brundaban Garden, Niladri Vihar,
Chandrasekharpur, Odisha 751021

(Hereinafter referred to as "the Industry Partner")

For

Setting up and establishment of a **Centre of Excellence (CoE)** in Applied Artificial Intelligence & Intelligent Systems at Government Polytechnic, Bhubaneswar, Plot No. 1, Chandrasekharpur, Bhubaneswar – 751023

Raid

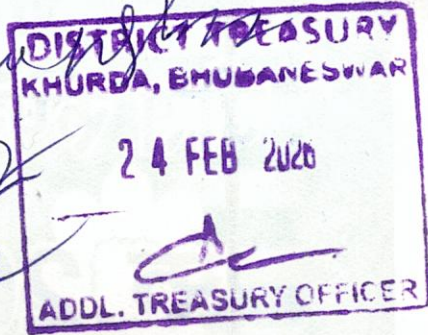
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Prabha Kumar



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MEMORANDUM OF UNDERSTANDING

The memorandum of understanding (hereinafter called the MoU) is executed on this 8th day of April-2026.

Between

Initial Term: Three (3) Years

1. PREAMBLE

WHEREAS the Principal, Government Polytechnic, Bhubaneswar is an AICTE-approved diploma-level technical institution aligned with NEP 2020, Skill India Mission, and National digitization initiatives;

WHEREAS the Government of Odisha has adopted Odisha IT Policy 2025 and Odisha Artificial Intelligence Policy 2025 to promote AI-enabled infrastructure and workforce development;

WHEREAS the Government of India, through the India AI Mission and AICTE initiatives, is promoting democratization of GPU compute infrastructure and applied AI skill ecosystems;

WHEREAS MyOomph is an AI and digital transformation enterprise engaged in applied AI deployment, governance intelligence systems, and enterprise AI integration;

NOW THEREFORE, the Parties agree to establish a:

“Centre of Excellence in Applied AI & Intelligent Systems for Engineering, Industry and Governance Applications”

structured as an **Applied AI Workforce Engineering and Industry Integration Hub**, not as a fundamental theoretical AI research laboratory.

2. STRATEGIC POSITIONING

The Centre of Excellence(CoE) shall function as:

1. An Applied AI Workforce Engineering Hub
2. An Industry-in-Curriculum (IIC) platform
3. A Co-located Industry-Academia Integration Model
4. A State-aligned AI Skill Production Centre
5. A Subsidy-Optimized Infrastructure Node
6. A Replicable Model for AI-enabled Polytechnic Institution

The Centre of Excellence(CoE) shall focus on:

- Fine-tuning and deployment of pre-trained AI models
- Computer Vision deployment
- NLP and regional language AI applications
- Edge AI systems and IoT integration
- Data annotation ecosystems
- MLOps pipeline development
- Applied AI project lifecycle management

The Centre of Excellence(CoE) shall not undertake independent theoretical deep-learning architecture research unless separately agreed.

Reid

For Myoan

3. OBJECTIVES

The objectives of this MoU are to:

1. Develop applied AI technicians, data specialists, and MLOps-ready diploma graduates.
2. Train a minimum of 120–200 students annually in applied AI workflows.
3. Embed Industry-in-Curriculum for at least 30% of applied AI modules.
4. Facilitate applied AI project production across departments.
5. Establish Smart Campus and governance-aligned demonstrators (non-mission critical).
6. Enable internship-to-employment pathways.
7. Develop a financially sustainable Centre of Excellence(CoE) model within five years

4. SCOPE OF COLLABORATION

4.1 Industry-in-Curriculum (IIC)

The Industry Partner shall

- Co-design not less than 30% of applied AI curriculum annually.
- Co-deliver designated modules.
- Participate in joint assessment panels.
- Provide industry datasets (subject to confidentiality agreements).
- Conduct annual curriculum review workshops.

The Institute shall:

- Integrate approved modules into timetables.
- Provide academic credit where permissible.
- Ensure minimum student enrollment per batch.

4.2 Co-Location Model

Subject to approvals:

1. MyOomph may establish a co-located Applied AI Operations Unit within CoE premises.
2. Separate access-controlled zones shall be defined.
3. Corporate workloads shall operate on segregated network infrastructure (VLAN or equivalent).
4. Utilities and space usage terms shall be defined in a separate annexure.
5. Students may participate in co-located projects under defined supervision

4.3 Applied AI Project Lifecycle

The Centre of Excellence (CoE) shall operate structured applied AI project pipelines:

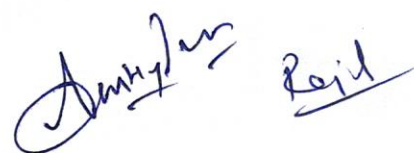
1. Problem identification
2. Dataset acquisition
3. Annotation and preprocessing
4. Model development
5. Testing and validation
6. Deployment simulation

Documentation and evaluation

4.4 Applied AI Tracks

The CoE shall develop vertical tracks including:

- Computer Vision for engineering systems
- NLP & regional language AI
- Generative AI (fine-tuning & inference only)



- Edge AI & IoT integration
- Applied AI in Civil, Mechanical, Electrical, Architecture, Pharmacy
- Governance AI exposure modules

4.5 Faculty Development

The Institute shall ensure:

- Annual Faculty Development Programs (minimum 2 per year).
- Faculty participation in NITTTR / ATAL / AICTE certification programs.
- Progressive faculty capability transition plan.

5. ROLES AND RESPONSIBILITIES

5.1 Responsibilities of Government Polytechnic, Bhubaneswar

The Institute shall:

1. Provide dedicated CoE space with power and cooling compliance.
2. Nominate a CoE Academic Coordinator.
3. Ensure minimum annual student participation targets.
4. Facilitate administrative approvals and policy compliance.
5. Ensure uninterrupted academic lab access.

5.2 Responsibilities of MyOomph Networks Pvt. Ltd.

The Industry Partner shall:

1. Provide applied AI curriculum frameworks.
2. Conduct minimum two workshops annually.
3. Provide applied industry problem statements.
4. Offer mentorship hours per quarter.
5. Facilitate internships subject to availability.
6. Provide advisory support for GPU and infrastructure utilization.

6. INFRASTRUCTURE FRAMEWORK

6.1 Tiered Hardware Roadmap

Tier 1 (0–6 months)

- RTX-class GPUs
- Edge AI devices
- Annotation workstations

Tier 2 (6–18 months)

- Multi-GPU servers
- High-speed networking
- CV & IoT integration lab

Tier 3 (18–36 months)

- MLOps cluster
- Containerized deployment
- Model registry
- Hybrid cloud integration




6.2 Software Stack

The Central of Excellency (CoE) shall adopt industry-standard stack including:

- NVIDIA CUDA ecosystem
- PyTorch / TensorFlow
- Docker & Kubernetes
- CI/CD for ML workflows
- Secure version control systems

7. INTELLECTUAL PROPERTY (IP)

7.1 Background IP

All pre-existing IP remains the sole property of the originating Party.

7.2 Foreground IP Categories

Category A – Academic Exploratory Projects

IP owned by students/Institute

Category B – Industry Problem Statement Projects

Governed by project-specific IP agreement.

Category C – Fully Industry-Funded Projects

Industry retains sole ownership. Institute granted non-commercial academic license.

Category D – Joint Projects

Joint ownership with defined royalty structure.

Category E – Public Welfare Projects

May be open-sourced upon mutual agreement.

7.3 Paid Internship Clause

Students engaged as compensated interns shall operate under standard “work-for-hire” arrangements.

7.4 Data Ownership

Raw data provided by Industry remains property of Industry. Derived annotated datasets ownership shall be defined per project.

7.5 Publication Embargo

While the academic freedom to publish Project results is maintained, the publishing Party shall provide a complete copy of any proposed manuscript, abstract, or presentation to the non-publishing Party at least thirty (30) days prior to the intended date of public disclosure.

This mandatory embargo period allows the reviewing Party sufficient time to review the materials, mandate the removal of proprietary or confidential information, and file any necessary intellectual property protections or provisional patents prior to publication.

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8. GOVERNANCE STRUCTURE

8.1 Steering Committee

Responsibilities:

- KPI monitoring
- Infrastructure oversight
- Curriculum approval
- Strategic direction

8.2 Executive Committee

Handles day-to-day operations.

8.3 KPI Dashboard

KPIs shall include:

- Students trained per year
- Applied projects completed
- GPU utilization rates
- Internship conversion rates
- Faculty certification numbers
- Subsidy funds leveraged

9. RESPONSIBLE AI & DATA GOVERNANCE

The CoE shall:

- Align with NITI Aayog Responsible AI principles.
- Ensure ethical data annotation practices.
- Avoid deployment of Facial Recognition without approval.
- Maintain data privacy compliance.
- Conduct bias testing and validation exercises.

10. FINANCIAL & POLICY ALIGNMENT

This collaboration aligns with:

- IndiaAI Mission
- PM-USHA / AICTE IDEA Lab
- Odisha IT Policy 2025
- Odisha Artificial Intelligence Policy 2025

Separate financial agreements may define subsidy routing and cost-sharing.
This MoU creates no direct financial obligation unless annexed.

11. SUSTAINABILITY & AFFILIATE MODEL

The Parties may establish:

- Industry Affiliate Membership programs.
- MSME access to compute facilities.
- Paid certification courses.
- Government AI training programs.
- Consultancy engagements.

Revenue sharing shall be defined in annexures.



12. SUSTAINABILITY & AFFILIATE MODEL

The Parties agree to mutual indemnification regarding third-party intellectual property infringement claims arising from the ingestion of web-scraped data, copyrighted images, text, or other protected content used to train AI models within the CoE.

Furthermore, the Parties warrant that all AI models developed or deployed for applied research shall be validated on diverse datasets and subjected to regular bias audits. Indemnification clauses under this Agreement shall expressly address and cover liability for claims, regulatory actions, or penalties arising from algorithmic bias or disparate impact on protected classes resulting from the CoE's AI outputs.

13. Generative AI "Improvements" and Data Ownership

For the purposes of this Agreement, 'Improvements' shall be comprehensively defined to include modifications, enhancements, fine-tuned models, prompt engineering, derivative datasets, and model outputs derived from licensed or open-source AI technologies.

It is expressly agreed that all Improvements trained on the Industry Partner's proprietary data, or the CoE's localized datasets, shall be owned exclusively by the originating Party. Such Improvements, datasets, and refined models shall not be used, repurposed, or claimed by third-party AI platform vendors for their own commercial offerings, even in anonymized or aggregated forms.

14. CONFIDENTIALITY

Both Parties shall maintain confidentiality of proprietary information. Students may be required to sign confidentiality undertakings.

15. TERM & TERMINATION

Initial Term: 3 years.

Either Party may terminate with 90 days written notice.

Ongoing projects shall be concluded or transitioned appropriately.

16. DISPUTE RESOLUTION

Disputes resolved amicably.

Jurisdiction: Courts of Bhubaneswar, Odisha.

17. FORCE MAJEURE

Neither Party is liable for delays due to events beyond reasonable control.



18. SEVERABILITY

If any provision invalid, remaining provisions remain enforceable.

19. AMENDMENTS

Any amendment must be written and signed by authorized representatives.

SIGNATURES

For

Rajat

Government Polytechnic, Bhubaneswar

Name: Dr. Rajat Panigrahi

Designation: Principle

Signature: *Rajat*

Date: 4. 2020

Seal: Polytechnic
Bhubaneswar-23

SIGNATURES

For

Meesam

MyOomph Networks Private Limited

Name: MEESAM HYDER

Designation: VP - TECH & STRATEGY

Signature: *Meesam*

Date:

Seal:

8-APRIL-2021



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8/2/2020
08/04/2020

WITNESS :

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8/4/2021

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08-04-2021