





Tripartite Memorandum of Understanding

Between

Bhubaneswar City Knowledge Innovation Cluster Foundation Bhubaneswar, Odisha

And

BRIDGE Bharat Council for Promotion of Research, Innovation & Entrepreneurship

And

Air Force Association (AFA), Odisha Branch

Date: 09 June 2025

Place: Bhubaneswar, Odisha







TRIPARTITE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN

Bhubaneswar City Knowledge Innovation Cluster Foundation (BCKIC) AND

BRIDGE Bharat Council for Promotion of Innovation, Research & Entrepreneurship

AND

Air Force Association (AFA), Odisha Branch

This MEMORANDUM OF UNDERSTANDING is made on this 9th day of June 2025 between Bhubaneswar City Knowledge Innovation Cluster Foundation, Bhubaneswar, Odisha (hereinafter referred to as BCKIC or First Party) AND BRIDGE Bharat Council for Promotion of Innovation, Research & Entrepreneurship (hereinafter referred to as BRIDGE or Second Party) AND Air Force Association, Odisha Branch (herein referred as AFA or Third Party).

BCKIC Foundation, Bhubaneswar:

BCKIC Foundation is an initiative by the Office of the Principal Scientific Advisor to the Government of India, set up under the direction of the PM-STIAC to seamlessly connect research institutions, academia, industry, and corporate towards the creation of a Hub & Spoke Model, actively facilitating innovation and knowledge exchange. The key objectives of BCKIC are as follows:

- ➤ Harnessing the knowledge and expertise available in partnering academic, R&D institutions and industries
- > To stimulate Manufacturing and Commercialization of research discoveries
- > Channelizing Innovation for Social Impact
- > Promoting Capacity Building through exposure visits and workshops
- > To engage in industry-oriented applied research to help industries stay competitive and sustainable
- > Creating Innovation Pipeline and Pathways for Entrepreneurs at Institute Level
- > Start-ups Enabling Institutional Infrastructure through PPP
- > To promote Atmanirbhar Bharat: Nurturing Local Manufacturing

BRIDGE Bharat Council for Promotion of Innovation, Research & Entrepreneurship:

BRIDGE Bharat Council is an action-oriented think-tank having nationwide network of MSMEs, innovators, industrial associations, military veterans and academia to provide solutions to challenges faced by the end users in defence as well as civil sector. The primary objective of this Section-8 company is to support Collaborative R&D and Coordinated Manufacturing to promote indigenous efforts in India for accomplishing which it works in tandem with any organisation, individuals or govt.

The collective expertise of BRIDGE Bharat Council includes Aerospace & Defence related Automation, Simulation, Drone, Anti-Drone, AI, AR/VR, Computer Vision, ERP

Dec.

Mondo

5

2







Software, Embedded systems, Heavy Fabrications, Metallurgy, Electrical, Electronics, PCB Designing, Manufacturing of Harness /Rubber/Explosives, Construction & Interiors, Pharmaceutical Products, Medical Equipment, Bio-Tech, Tech Textiles, Food Technology and Agri Tech. The most challenging yet satisfying activity this Council undertakes is to translate the field level operational/technical requirements (ORs/QRs) into a language easily understood by academia and industry. The milestones achieved through our advisors who understand the ground reality in all concerned fields, include affiliation with academia, wherein the domain experts including military veterans guide faculties, scholars/students to take part in MII projects besides internships, hands-on-training, live projects & industrial visits. We also train the students/ professors and defence officials to understand the gap between demand and supply.

BRIDGE Bharat Council firmly believes in collaboration rather than competition in any field especially in the defence manufacturing sector which involves huge investment, longer gestation period and higher demand for Quality Norms. So, they strive to synergize the untapped potential of domain experts hailing from military, DPSU, government departments, industries and academia for supporting the efforts of the nation, through our dedicated Regional Offices. To achieve this onerous task, they reach out to various industrial associations, think-tanks and technology business incubators.

Air Force Association, Odisha Branch:

Air Force Association Odisha was established in the year 1993 as the Branch for Odisha State under the AFA Head Office which was established earlier on 15 Sep 1980, under Societies Registration Act 1860, with a mandate to promote the welfare of the retired Air Force personnel, their families and including the families of those deceased. The Association has since been recognized by the Government as a premier ex-servicemen organisation. Today AFA Odisha Branch has over 8,000 members on its roll, with 16 Chapters spread all over Odisha State.

PREAMBLE

To strengthen the Indian defence ecosystem, BCKIC, BRIDGE and AFA Odisha shall bring their expertise together to augment and strengthen the knowledge and innovation space with translational impact. BCKIC shall work extensively in the area of capacity building, technology piloting, deployment with its connection with academia, industry, government, and startups. BRIDGE shall assist BCKIC by handholding startups and academic institutions in understanding published problem statements, undertaking field visits, and evaluating operational and qualitative requirements of the defence forces, including quality assurance, military standards, and defence procurement procedures. AFA Odisha will provide domain experts from the air veterans community, and where required, will engage army and naval veterans through BRIDGE.

Di.

Domo

&







SCOPE OF CO-OPERATION

This MOU sets forth the intentions of the Parties under the following broad guiding principles:

- Creating a shared S&T eco-system by increasing interactions of the veterans
 and domain experts available with BRIDGE and AFA with the member
 organizations of BCKIC with each other as well as with external stakeholders
 such as research institutes, startups, industries, academia, philanthropic
 organizations, etc. with BRIDGE and AFA becoming a formal member of the
 S&T Cluster, post signing of the MoU. This will target identifying the areas of
 potential collaborations and cooperation, without creating any legally binding
 commitments.
- The members of BRIDGE and AFA will offer their services and guidance as Professors of Practice, Domain Experts for Defence/Civil projects including student projects if related to defence, Mentors for startups involved in Make in India projects for which the terms and conditions including remuneration shall be worked out as per mutual consultation.
- BCKIC with its affiliated organisations shall support BRIDGE and their members in their pursuance of national level defence projects involving MSMEs/startups where research and consultation of academic experts may be required. The financials and other terms and conditions can be worked out as per the nature of the project and commitment.
- When the BCKIC or any other member organizations of the S&T Cluster need
 to undertake specific joint projects to increase the clusters' regional influence
 and to build national and global competitiveness with legally binding obligations,
 they will develop separate written agreements for such projects, setting out
 each other's contributions, deliverables and budgets.
- The specific activities to be undertaken under this MOU will be decided from time to time on mutual consultation and separate written arrangements depending on the requirement of the activities.
- The generic collaboration would be without any financial commitment to one another while the beneficiary of individual projects shall consider the provisioning of need-based funding/assistance for specified activities on a caseto-case basis.

pol

el-amo

S.







PURPOSE OF THE MOU

IN PURSUANCE OF THE ABOVE SAID CONCERN, BCKIC, BRIDGE and AFA shall work together for mutual benefits as well as for the up gradation of scientific, technological and innovation infrastructure in the healthcare space by undertaking the following in collaboration:

- 5.1 Organize industry-academia collaborative workshops / Seminars / Conferences / showcasing and network meets, design competitions, etc. open to all students and faculty of all members of the S&T cluster to identify topics of collaborative research, especially in defence areas with a focus on developing commercial products/technologies
- 5.2. Promote and provide training on defence-based entrepreneurship through workshops / seminars / fellowship programmes. Further BCKIC, BRIDGE and AFA shall initiate training programmes/short-term courses/workshops on the specific areas to generate trained personnels.
- 5.3. BCKIC, BRIDGE and AFA will be committed to work together to bring the developed defence based technologies for deployment.
- 5.4. BCKIC, BRIDGE and AFA will engage in collaborative sponsored projects tailored to address needs & challenges of the Indian Defence Sector. These projects will leverage the expertise and resources of both BCKIC, BRIDGE & AFA stakeholders to develop innovative solutions.
- 5.5. Advanced innovations in the defence sector shall be supported through a hub & spoke model by pooling resources, sharing infrastructure and joint proposals for technology validation, piloting and deployment.
- 5.6. Co-creation of "Grand Challenges" or "Hackathons" focused on defence sector to discover innovations from startups and innovators that align with need of the Indian Defence Sector.
- 5.7. Promote and provide training on defence technology-based entrepreneurship through workshops/seminars/conferences. Further, BCKIC, BRIDGE and AFA shall explore initiating training programs/ short-term courses/workshops on the specific areas to generate trained human resources for the defence sector.
- 5.8. Collaborate with other cluster members to create short term exchange programs, where experienced AFA personnel can take a hiatus and come to sensitize startups and innovators, while startups & innovators can go to AFA to work for short periods while following guidelines for such activities.
- 5.9. Extend the available R&D and testing facilities to start-ups for technology and product validation & deployment.
- 5.10. BRIDGE & AFA will work with BCKIC to create inter-institutional teams to work with local and central government, industries, startups to identify regional issues and to undertake projects targeting alleviation of these local issues using latest technological solutions.
- 5.11. BRIDGE & AFA, in cooperation with BCKIC, will establish a "Centre of Excellence (hereinafter referred to as CoE) at its campus in three domains i.e. Counter UAS, Directed Energy Weapons and Autonomous Systems. The CoE will provide a



Holmo

E S







platform to foster and promote several forms of initiatives including collaborative research, formal education of Army officers short term training, and short visits by personnel from BCKIC, BRIDGE and AFA.

5.12. BCKIC, BRIDGE & AFA will formulate an advisory board for strategic advising and guiding on security and defense related thought leadership, innovation and defence-academia-industry partnership.

INTELLECTUAL PROPERTY RIGHTS AND OBLIGATIONS

Neither Party shall use the trademarks, brand names, logos, copyrights, or any other intellectual property rights belonging to the other Party for any reason whatsoever without the prior written consent of the other Party. However, the MoU partners are allowed to use the Logo of others for all the programs for which this MOU is entered and for the purpose of Subject to the terms and conditions of this MOU. Parties agree that the Intellectual Property rights created or generated under this MOU shall be the sole and exclusive property of each Party. The Intellectual Property shall at all times, during the Term of this MOU and thereafter be in the exclusive ownership, possession and control of each Party. The Parties acknowledge that nothing in this MOU shall be construed as granting any right, title or interest to the other Party, whether during the Term of this MOU or thereafter. The Parties hereby agree that the Parties shall individually reserve the right to transfer, assign and convey their own Intellectual Property without infringing or affecting the interests of other parties. The provision of this Clause shall survive the termination or expiry of this MOU.

CONFIDENTIALITY

Each Party agrees to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose such information to third parties or to use such information for any purposes whatsoever other than the performance of this MOU.

Each Party agrees that any Confidential Information obtained by them from the other Party shall not be publicly disclosed or used for activities other than those contemplated in this MOU, except as required by law (including upon the orders of any regulatory or statutory authority having jurisdiction), or, with the prior written consent of the other Party. Both Parties agree to keep all the information disclosed to each other strictly confidential during and even after the termination of this MOU.

The Parties agree that they shall (a) use such Confidential Information only in connection with fulfilling their obligations under this MOU, (b) during the Term of this MOU and thereafter, hold such Confidential Information in strict confidence and exercise due care with respect to their handling and protection of such Confidential Information, consistent with their own policies concerning protection of their own proprietary and/or trade secret information and (c) disclose, divulge or publish the same only to such of their employees or representatives in order for such employees

gen

Halna

15 6







or representatives to carry out the purposes of this MOU and to no other person or entity, whether for their own benefit or for the benefit of any other person or entity. Both Parties further agree to return all Confidential Information in their possession, control, or custody immediately upon termination or expiration of this MOU.

Either Party agrees that in the event, either Party is required to disclose Confidential Information to any competent authority or under any applicable law, such Party shall intimate the other Party with regard to the disclosure of the Confidential Information and shall assist the other Party in obtaining a protective order. However, in the event of failure to obtain such an order, such other Party shall disclose the Confidential Information to such competent authority. Such Party shall limit disclosure of the Confidential Information.

Each Party shall ensure that it shall in no manner whatsoever indulge in the disclosure or dissemination of Confidential Information to any third party with the prior written approval of the other Party. In the event of unauthorized disclosure and dissemination of Confidential Information by either Party to any third party, the same would cause irreparable injury to the other Party and no amount of monetary compensation would cure such an injury caused and such Party reserves the right to get an injunctive order from the court of competent jurisdiction preventing the other Party from making such unauthorized disclosures. Further, either Party reserves the right to immediately terminate the MOU in the event of breach of the confidentiality obligation by the other Party.

Confidential Information means and includes, without limitation any trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, intellectual property, designs, developmental or experimental work, ideas, innovations, computer programs, computer artwork, databases, other original works or authorship, customer and supplier lists, business plans, marketing plans and strategies, financial information or other subject matter pertaining to any business of either Party or any of either Party's customers, suppliers, consultants or licensees, which may or may not be registered under any of the laws pertaining to protection of intellectual property rights in the country; personnel data information and materials developed, collected or used by the personnel of either Party information related to deals or proposed deals to be entered into by either Party information disclosed by third parties with which either Party may have a business relationship, business practices and all other proprietary information, methods and property of either Party whether in tangible and/or intangible form.

INDEMNITY

The Parties agree to extend reasonable cooperation to each other in defending any claim(s) by local, state or central authorities against either Party, with respect to levies, taxes, duties, fines and/or penalties etc. due and payable in relation to activities undertaken to implement this MOU. Either Party hereby agrees to indemnify the other Party and each of its respective officers, employees, representatives attorneys, affiliates and agents and save and hold them harmless, from and in all respect of,

Bil

Docho









including but not limited to all liabilities, obligations, damages, penalties, claims, actions, judgments, suits, fees, costs and expenses, including legal fees incurred in connection with or resulting from any claim, action or demand against them that arises out of or in any way relates to (i) any breach of any warranty or obligation under this MOU; or (ii) negligence, fraud, misconduct or willful default on the part of either Party during the Term of this MOU; (iii) any breach of any third party's rights; (iv) any breach of the terms and conditions of this MOU.

Subject to the above, neither Party shall be liable to the other Party or to any other person or entity for special, indirect, reliance, incidental, or consequential damages or loss arising out of the provision of the services or arising out of this MOU, whether in an action arising out of breach of contract, breach of warranty, delay, negligence, strict tort liability, patent matters, or any other theory whether or not it had any knowledge, actual or constructive, that such damages might be incurred.

TERM

This MOU shall become effective from 9th June 2025 ("Execution Date") and shall continue to be in effect for a term of three years ("Term") or whichever is earlier from the Execution Date.

This MOU may be extended in writing by the Parties and unless such extension in writing is made by the Parties, the MOU shall stand terminated upon the expiry of the Term.

TERMINATION

Either Party may terminate this MOU without assigning any reason whatsoever, and without incurring any liability therefore, by serving a written notice of three (3) months to the other Party, at the addresses mentioned below, and marked to the attention of the Authorized Contact Person of the other Party.

GOVERNING LAW

This MOU shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Delhi, India.

NOTICES

Any notice and other communications provided for in this MOU shall be in writing and shall be first transmitted by facsimile / electronic transmission, email, postage, prepaid registered airmail or by internationally recognized courier service, in the manner as elected by the Party giving such notice to the following addresses:

In the case of notices to BCKIC:

Address : BCKI

BCKIC Foundation, Bhubaneswar-24, Odisha

Attention : Chairman

Telephone:

The







Cell

Email : chairman@bckic.in

In the case of notices to BRIDGE:

Address : BRIDGE Bharat Council, #139/1B, nRoot HQ, Pudukkottai

Road, Mappillai Nayakkanpatti, Thanjavur, Tamil Nadu -

613403

Attention : Chief Executive Officer

Telephone : 04362 - 225137 Cell : 95006 23359

Email : ceodefence@bridgebharatcouncil.org

In the case of notices to AFA:

Address : Air Force Association – Odisha Branch

Plot No. 2612, Leelakuni, Near Santoshi Maa Mandir,

Patrapada, Bhubneswar, Odisha - 751019

Attention : President Cell : 98611 13414

Email : <u>airforceassociation.orissa@gmail.com</u>

MISCELLANEOUS ASSIGNMENT

Neither Party is entitled to assign its rights and obligations under this MOA to any other person/entity, without the written consent of the other Party.

RESERVATION OF RIGHTS

Failure by either Party to insist upon strict performance of any of the provisions contained in this MOU shall in no way constitute a waiver of its rights as set forth in this MOU, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms and conditions set forth in this MOU. No forbearance, indulgence or relaxation or inaction by a Party at any time to require performance of any of the provisions of this MOU shall in any way affect, diminish, or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by a Party of any breach of any of the provisions of this MOU shall not be construed as a waiver or acquiescence of any right under or arising out of this MOU or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this MOU.

FORCE MAJEURE

Neither Party shall be responsible for any delay or failure in performance of any part of this MOU to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control ("Force Majeure







Event"). If any such Force Majeure Event occurs, the Party claiming the Force Majeure Event shall give immediate written notice to the other Party, and if such event continues for ninety (90) days or more, the Party not claiming Force Majeure Event may elect at its sole discretion to: (a) terminate this MOU; or (b) allow the Party claiming the Force Majeure Event to resume its performance hereunder once such condition ceases, with the option of the Party not claiming Force Majeure to extend the period of this MOU up to the length of time the condition endured.

PARTIAL INVALIDITY

If any provision of this MOU is held to be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected, and each provision of this MOU shall be fully valid and enforceable permitted by Applicable Law.

ENTIRETY

This MOU constitutes the entire MOU between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral and supersedes all prior MOUs and understandings between the Parties for performance of the Services.

AMENDMENT

No modification or amendment to this MOU and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing in the form of a formal MOU and duly executed by both Parties.

COUNTERPARTS

This MOU has been executed in duplicate, each of which shall be deemed to be an original.

RELATIONSHIP

Nothing contained in this MOU shall be construed as a joint venture, partnership, or agency between the Parties. The relationship between the Parties shall be principal to principal, it being clearly understood that this is a "contract for services" and not a "contract of service". Neither Party shall not be entitled to, by act, word, deed, or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that the former is representing or acting on behalf of latter.

COSTS

Save as otherwise provided in this MOU, each Party shall bear its own costs (including Taxes) and expenses incurred in connection with the execution of this MOU and all transactions herein envisaged.







AUTHORITY

Each individual signing this MOU represents and warrants that he/she has been given and has received and accepted authority to sign and execute the MOU on behalf of the Party for whom it is indicated that he/she has signed.

IN WITNESS WHEREOF, the Parties have executed this MOA as of the date first written above.

SIGNED FOR AND BEHALF OF

BCKIC FOUNDATION

SIGNED FOR AND BEHALF OF BRIDGE BHARAT COUNCIL

SIGNED FOR AND BEHALF OF

AIR FORCE ASSOCIATION

Dr. Mrutyunjay Suar Chairman, BCKIC

Veteran Wing Commander M Jeyakumar Founder Director, BRIDGE Bharat Council

Veteran Group Captain J Brahma President Air Force Association, Odisha

WITNESS BCKIC FOUNDATION

Nmien

Dr Namrata Misra CEO, BCKIC WITNESS BRIDGE Bharat Council

Hony Capt
P. Chandrusenan (Rud
Gra (Projects)

WITNESS AIR FORCE ASSOCIATION

Veteran Squadron Leader AK Panda Secretary Air Force Association, Odisha



