



Tripartite Memorandum of Understanding

Between

**Kalinga Institute of Industrial Technology (KIIT),
Bhubaneswar**

And

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

And

Air Force Association (AFA), Odisha Branch

Date: 9th June 2025

Place: Bhubaneswar, Odisha



**TRIPARTITE MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN**

Kalinga Institute of Industrial Technology (KIIT), Bhubaneswar
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 Kalinga Institute of Industrial Technology, Bhubaneswar, Odisha (hereinafter referred to as KIIT 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).

KIIT, Bhubaneswar:

Kalinga Institute of Industrial Technology (KIIT) is a private university in Bhubaneswar, Odisha, India. Established in 1992, it has grown into a multidisciplinary institution offering over 200 engineering, management, medicine, law, and more programs. KIIT is known for its focus on research and innovation, with numerous research centers and a Technology Business Incubator supporting startups. It has also been ranked among the top universities in India for academic innovation.

Innovation & Incubation wing of KIIT University named as KIIT-Technology Business Incubator (KIIT- TBI) is a non-profit incubator set up in 2009 as the Sec (8) company at KIIT University, Odisha. It is generously supported by various Government bodies such as MeitY, DST, BIRAC, MSME, TDB, DFID, UK, Startup Odisha and other industries to boost the entrepreneurial ecosystem in the country. It has nurtured over 450+ startups including more than 150+ products commercialized, over 10000+ technical jobs, 200+ IPs and raised INR 14 billion of external investment funding for the startups.

KIIT-TBI is a strong promoter of manufacturing start-ups and aims to establish a manufacturing Hub in the state of Odisha. With a built-up space of 1,30,000 sq. ft, KIIT-TBI has a lot to offer in terms of infrastructure from office space, seating facilities, equipment to testing and prototyping labs. Facilities are teamed with expert staff to ensure professional support, training, and consultation. It has 8 dedicated labs (Digital Health Lab, Fabrication Lab, Bio Design Lab, Bioprocess Lab, Food Testing Lab, Analytical Lab, Cell Culture Lab, and a Central Common Lab). KIIT-TBI ensures that



its start-ups get access to seasoned mentors and technology experts from industry and academia with technical assistance towards validating ideas and technology and further assisting in product development & testing.

KIIT-Technology Enabling Centre at KIIT University is established in September, 2019 with the support of Department of Science and Technology, Government of India. Our mandate is to create an Ecosystem for technology development primarily in the state of Odisha by networking with researchers, institutes, national laboratories, and industry. The focus of KIIT-TEC is on identifying industry problem areas, providing an innovation ecosystem, IP protection, Prototype development, Technology transfer, Licensing and Commercialization support system

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 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 8,500 members on its roll, with 16 Chapters spread all over Odisha State.

PREAMBLE

To strengthen the Indian defence ecosystem, KIIT, BRIDGE and AFA Odisha shall bring their respective expertise together to augment the knowledge and innovation space with translational impact. KIIT shall work extensively in the areas of capacity building and technology piloting, leveraging its strong connections with academia, industry, government, and startups. BRIDGE shall assist KIIT 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.

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 KIIT 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 Odisha 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.

- KIIT 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 KIIT 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 case-to-case basis.

PURPOSE OF THE MOU

IN PURSUANCE OF THE ABOVE SAID OBJECTIVES, KIIT, BRIDGE and AFA Odisha shall work together for mutual benefits as well as for the upgradation of scientific, technological and innovation infrastructure in the defence and healthcare space by undertaking the following in collaboration:

5.1 Mutual Support in terms of R&D Based Projects

5.1.1 KIIT shall provide support in terms of research support to BRIDGE for undertaking R&D projects to address the challenges faced by the defence services or in any of the exploratory projects.

5.1.2 BRIDGE through AFA or other experts will support the startups, faculty and the research scholars of KIIT to understand and undertake the projects related to defence on suo-moto basis or as part of iDEX/ADITI Challenges and any other similar programs.



5.2 Establishment of a Center of Excellence (CoE)

5.2.1. BRIDGE, in cooperation with KIIT TBI, 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 shall provide a platform to foster and promote several forms of initiatives including collaborative research, formal education of Defence Officers short term training, and short visits by personnel from KIIT TBI, BRIDGE and AFA, as per the guidelines on the subject matter.

5.2.2. The CoE will facilitate and provide support to basic and applied research in areas of mutual interest, including (but not limited to) domains listed below:

5.2.2.1. High Power Laser DEW.

5.2.2.2. High Power Microwave DEW.

5.2.2.3. Counter UAS.

5.2.2.4. UAS IFF.

5.2.2.5. Autonomous Sys.

5.2.2.6. Application of AI in Air Defence.

5.2.2.7. Stealth and Anti-Stealth Technologies.

5.2 Formal Certificate Courses/ Degrees/ Capsules

5.2.1 Customized Short-duration training program on various emerging technologies can be conducted for the veterans of AFA and their families besides the members of BRIDGE at KIIT TBI & KIIT TEC.

5.2.2 Veterans and their families from AFA can pursue various academic programs such as M.Tech, MBA, PhD etc. which are offered at KIIT University. BRIDGE also can nominate deserving professionals in their network for these courses.

5.2.3 KIIT proposes to offer courses of one/ two-year duration may be considered for approval by the competent authorities to be undergone by officers of the defence services on study leave too. Vacancies as may be mutually decided, may be fixed for the defence officers, for courses which are common to all categories including civilians.

5.2.4 Customized Short-duration training capsules on simulation software like MATLAB and SIMULINK can also be conducted for members of BRIDGE and AFA at KIIT University. Capsule/ Short Course has to be curated to understand about know-how of software for better exploitation in military applications.

5.3 Guest Lectures and Visits

5.3.1 Guest Lectures by the faculty of KIIT which are of benefit to the defence services may also be conducted as per timings/ program agreed upon mutually. Both parties can organize visits to each other's institutions and installations to allow learning and exposure, subject to the policies in vogue.

5.4 Joint Research and Development (R&D)



5.4.1 BRIDGE shall, through a specific project agreement share Problem Statements with the KIIT TBI, which upon mutual agreement, shall endeavor to provide solutions through indigenous innovative research. Both parties shall carryout joint research, joint case studies and publishing of research articles in mutual fields/ topics in the open domain in collaboration with AFA and/or other organisations, as deemed fit.

5.5. Joint Conferences, Workshops, Seminars

5.5.1 Seminars/ Conclaves Exchange of ideas and experiences along common topic of interest will allow growth and learning for all the parties. All the parties of the MoU will endeavour to organize regular joint seminars/ conclaves with the aim of sharing ideas and experiences as well as provide a learning platform for the faculty, scholars and the young students of KIIT University.

5.5.2 BRIDGE and KIIT TBI will organise a yearly national/ international conference in defense related topics, emerging technologies etc in forum comprising of researchers/ innovators/Startups/Subject matter experts (SMEs) at KIIT TBI & KIIT TEC campus or any other venue suitable to the subject matter discussed.

5.5.3 Moreover, military experts, academicians, industry members, innovators and veterans nominated by BRIDGE AFA will be made a part of relevant seminars and workshops conducted by KIIT TBI & KIIT TEC.

5.5.4 Startup for Defense Innovation at KIIT TBI. BRIDGE through AFA will facilitate in having defense experts at KIIT TBI's Innovation, Incubation and Startup center to facilitate incubation and solution of defense related business challenges. It will hugely help in innovation and developing solution for defense related issues/ challenges/ business cases.

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. All 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 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 but 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 one another 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, subject to the law of the land. All the Parties hereby agree to indemnify the other Party(ies) and each their respective officers, employees, representatives attorneys, affiliates and agents and save and hold them harmless, from and in all respect of, 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 by them under this MOU; or (ii) negligence, fraud, misconduct or willful default on the part of the concerned Party during the Term of this MOU; (iii) any breach of any third party's rights beyond the control of the MoU partners; (iv) any breach of the terms and conditions of this MOU which is not unlawful or a willful act.

Subject to the above, none of the parties shall be liable to the other party(ies) 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, unless proven to be due to willful act untenable in the eyes of the relevant law, 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 termination date 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. However, the ongoing projects and liabilities arising out of the completed projects/programs shall survive beyond such termination and will be valid until the originally agreed timelines of the respective agreement/contract(s).

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 of the aggrieved party(ies).

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 KIIT:

Address : KIIT University, Bhubaneswar-24, Odisha
Attention : Registrar
Email : registrar@kiit.ac.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, Leelakunj, Near Santoshi Maa Mandir,
Patrapada, Bhubneswar, Odisha - 751019
Attention : President
Telephone : 98611 13414
Email : airforceassociation.orissa@gmail.com

MISCELLANEOUS ASSIGNMENT

Neither Party is entitled to assign its rights and obligations under this MOU 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 among 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 TRIPLICATE, 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 among the Parties. The relationship among the Parties shall be principal to principal(s), 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, unless specified.

Three handwritten signatures in blue ink are visible at the bottom of the page, representing the parties to the MOU.



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.

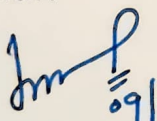
IN WITNESS WHEREOF, the Parties have executed this MOA as of the date first written above.

**SIGNED FOR AND
BEHALF OF
KIIT UNIVERSITY**

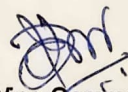

Dr. Saranjit Singh
Vice Chancellor, KIIT



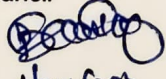
**WITNESS KIIT
UNIVERSITY**


09/06/23
Registrar, KIIT

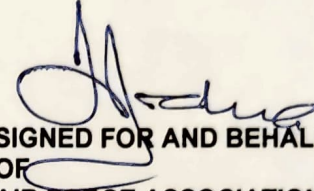
**SIGNED FOR AND BEHALF
OF BRIDGE BHARAT
COUNCIL**


Veteran Wing Commander M
Jeyakumar
Founder Director,
BRIDGE Bharat Council

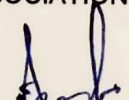
**WITNESS BRIDGE Bharat
Council**


Hon. Capt
P. Chandrabhama (Pond)
GMC Projects

**SIGNED FOR AND BEHALF
OF
AIR FORCE ASSOCIATION**


Veteran Group Captain J
Brahma
President
Air Force Association, Odisha

**WITNESS AIR FORCE
ASSOCIATION**


Veteran Squadron Leader AK
Panda
Secretary
Air Force Association, Odisha

