MetaTaaraka™ AI Innovations Private Limited

CIN: U62099TS2025PTC196879 | DPIIT STARTUP Recognized
Hyderabad, Telangana, India

MEMORANDUM OF UNDERSTANDING

FOR

INDUSTRY PARTNERSHIP & R&D COLLABORATION

Between

MetaTaaraka™ AI Innovations Private Limited
(Hereinafter referred to as "MetaTaaraka" or "Platform")

AND

_____

[Industry Partner Name]
(Hereinafter referred to as "Industry Partner" or "Company")

MoU Reference No.	MTA-IND-_____-2026
Effective Date	____ day of _____, 2026
Validity	2 (Two) Years from Effective Date, renewable by mutual consent
Jurisdiction	Hyderabad, Telangana, India (Courts of Hyderabad)

PREAMBLE

This Memorandum of Understanding ("MoU" or "Agreement") is entered into on the date mentioned above by and between:

MetaTaaraka™ AI Innovations Private Limited, a company incorporated under the Companies Act, 2013, bearing CIN U62099TS2025PTC196879, having its registered office at Hyderabad, Telangana, India, recognized as a DPIIT Startup, operating the MetaTaaraka R&D Industry-Academia Collaboration Services platform (hereinafter "MetaTaaraka" or the "Platform");

AND

[Industry Partner Full Legal Name], a [company/firm/entity] incorporated/registered under [applicable law], having its registered/principal office at [Full Address], bearing [CIN/GST/Registration No.] (hereinafter "Industry Partner" or "Company");

Both parties hereinafter collectively referred to as "Parties" and individually as "Party."

WHEREAS, MetaTaaraka operates a structured digital platform enabling Industry-Academia R&D collaboration by connecting industry partners with active R&D universities across India; and

WHEREAS, the Industry Partner desires to leverage academic R&D talent to solve real-world technical challenges, discover innovative solutions, and build a pipeline of skilled talent; and

WHEREAS, both Parties are desirous of formalizing the terms governing their partnership, rights, obligations, intellectual property, confidentiality, and associated matters;

NOW THEREFORE, in consideration of the mutual covenants, representations, and obligations set forth herein, and for other good and valuable consideration, the Parties agree as follows:

CLAUSE 1: DEFINITIONS AND INTERPRETATION

For the purposes of this MoU, the following terms shall have the meanings ascribed to them below:

1.1 "Platform"

Refers to the MetaTaaraka™ R&D Industry-Academia Collaboration Services digital portal, accessible via the registered website, including all associated dashboards, tools, workflows, and communication features.

1.2 "R&D Challenge"

A real-world technical, scientific, engineering, or business problem posted by the Industry Partner on the Platform seeking solution proposals from registered university R&D teams.

1.3 "Solution Proposal"

A formal written proposal submitted by a university R&D team in response to an R&D Challenge, including methodology, team details, timeline, deliverables, and supporting documentation.

1.4 "Confidential Information"

Any non-public information disclosed by either Party in connection with this MoU, including but not limited to trade secrets, business strategies, technical data, product plans, financial information, and research methodologies, whether disclosed in writing, orally, or by any other means.

1.5 "Intellectual Property (IP)"

All patents, trademarks, copyrights, designs, trade secrets, know-how, inventions, software, data, and other proprietary rights, whether registered or unregistered.

1.6 "Background IP"

All IP owned or licensed by a Party prior to the execution of this MoU or developed independently outside the scope of this MoU.

1.7 "Foreground IP"

All IP created, developed, or generated by a university R&D team specifically in response to an R&D Challenge posted by the Industry Partner under this MoU.

1.8 "Deliverables"

The specific outcomes, outputs, prototypes, reports, data, or artefacts specified in the R&D Challenge that the selected university team commits to providing to the Industry Partner.

1.9 "Membership Plan"

The subscription tier (Freemium or Premium) chosen by the Industry Partner for accessing features of the Platform.

CLAUSE 2: SCOPE OF COLLABORATION

The Parties agree to collaborate under the following framework:

2.1 Platform Access

MetaTaaraka shall grant the Industry Partner access to the Platform upon execution of this MoU and completion of the registration and verification process. Access is subject to the terms of the applicable Membership Plan.

2.2 Challenge Posting

The Industry Partner shall have the right to post R&D Challenges on the Platform describing technical or business problems they seek to address through academic collaboration. Each Challenge shall specify the domain, required expertise, expected deliverables, deadline, budget range, confidentiality level, and opportunity offered to selected students/teams.

2.3 Solution Review

The Industry Partner shall review Solution Proposals submitted by university R&D teams within a reasonable time and shall communicate review decisions (Under Review / Shortlisted / Accepted / Rejected) with written feedback through the Platform.

2.4 Meeting and Engagement

Upon shortlisting or accepting a proposal, the Industry Partner may schedule and conduct meetings with the university team through the Platform's built-in meeting request and messaging system.

2.5 Student Opportunities

The Industry Partner shall fulfil the opportunity commitment stated in the R&D Challenge (internship, job offer, fellowship, prize, etc.) for students of the selected team, as communicated on the Platform.

2.6 Mentorship Support

MetaTaaraka may, at its discretion and where applicable, facilitate external industry mentorship for the selected university team during the project delivery phase.

2.7 MoU Activation

Portal access and challenge-posting features shall be activated by MetaTaaraka only after this MoU is duly executed by both Parties. MetaTaaraka reserves the right to deactivate access in the event of a material breach of this Agreement.

CLAUSE 3: OBLIGATIONS OF METATAARAKA

MetaTaaraka commits to:

- Maintain and operate the Platform in a secure, reliable, and functional manner.
- Verify and onboard universities with active R&D programmes as partner institutions.
- Notify all active partner universities upon posting of a new R&D Challenge by the Industry Partner.
- Facilitate transparent communication between the Industry Partner and university teams through the Platform.
- Protect the confidentiality of R&D Challenges marked as Restricted or Confidential.
- Provide technical support and account management assistance.
- Maintain accurate records of all submissions, reviews, meetings, and transactions on the Platform.
- Provide the Industry Partner with a secure dashboard displaying real-time metrics on challenges, solutions received, shortlisted, accepted, and meetings.
- Act as a neutral facilitator and intermediary in all Industry-Academia interactions.
- Comply with applicable Indian laws and regulations, including but not limited to the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023.

CLAUSE 4: OBLIGATIONS OF INDUSTRY PARTNER

The Industry Partner commits to:

- Provide accurate, complete, and truthful information during registration and throughout the term of this MoU.
- Post R&D Challenges in good faith with genuine intent to review and engage with submitted proposals.
- Review Solution Proposals within thirty (15) calendar days of receipt and provide substantive feedback.

- Maintain professional conduct in all interactions with university teams and students facilitated through the Platform.
- Honour all student opportunity commitments (internships, employment offers, fellowships, prizes) stated in accepted Challenges.
- Maintain strict confidentiality of all information shared by university teams through the Platform.
- Notify MetaTaaraka promptly of any changes in the Industry Partner's legal status, contact information, or designated platform representative.
- Not engage directly with any university or student team that was introduced through the Platform for any future project or engagement without MetaTaaraka's prior written consent, during the term and for a period of twelve (12) months after termination.
- Pay applicable Membership Plan fees within the stipulated timelines.
- Comply with all applicable laws, industry regulations, and ethical standards in the conduct of its business and in its interactions on the Platform.

CLAUSE 5: INTELLECTUAL PROPERTY RIGHTS

5.1 Background IP

Each Party retains exclusive ownership of its Background IP. Nothing in this MoU shall be construed as a transfer, assignment, or license of Background IP except as expressly agreed in a separate written Project Agreement.

5.2 Foreground IP — General

Ownership of Foreground IP developed by a university team in response to an R&D Challenge shall be governed by the terms agreed between the Industry Partner and the university in a separate Project/Engagement Agreement. MetaTaaraka does not claim ownership over Foreground IP arising from any Project.

5.3 Recommended IP Framework

The Parties acknowledge MetaTaaraka's recommendation that Foreground IP be jointly owned by the Industry Partner and the contributing University, with licensing terms clearly defined in the Project Agreement, provided that: (a) the Industry Partner shall have an exclusive commercial license; (b) the university retains the right to publish findings for academic purposes with prior written approval of the Industry Partner; (c) student contributors shall be acknowledged.

5.4 Platform IP

All IP in the Platform, including software, workflows, branding, databases, user interfaces, and MetaTaaraka's proprietary methodologies, remains the exclusive property of MetaTaaraka. The Industry Partner receives a limited, non-exclusive, non-transferable license to use the Platform solely for the purpose of this collaboration.

5.5 No Reverse Engineering

The Industry Partner shall not reverse engineer, decompile, disassemble, or attempt to derive the source code of the Platform or any MetaTaaraka proprietary technology.

CLAUSE 6: CONFIDENTIALITY

6.1 Non-Disclosure

Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to use such information solely for purposes contemplated under this MoU.

6.2 Standard of Care

Each Party shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information, but in no case less than reasonable care.

6.3 Permitted Disclosures

Confidential Information may be disclosed only to employees, officers, contractors, or advisors who have a need to know and who are bound by written confidentiality obligations no less restrictive than those herein.

6.4 Exclusions

The confidentiality obligations shall not apply to information that: (a) is or becomes publicly known through no fault of the receiving Party; (b) was rightfully known to the receiving Party prior to disclosure without restriction; (c) is independently developed by the receiving Party without use of Confidential Information; or (d) is required to be disclosed by law or court order, provided the disclosing Party is given prior written notice.

6.5 Challenge Confidentiality Levels

R&D Challenges marked "Restricted" shall be visible only to select universities designated by the Industry Partner. Challenges marked "Confidential" shall require execution of a separate Non-Disclosure Agreement with each participating university team.

6.6 Survival

The confidentiality obligations under this Clause shall survive termination or expiry of this MoU for a period of five (5) years.

CLAUSE 7: FEES, PAYMENT AND MEMBERSHIP

7.1 Membership Plans

The Industry Partner shall subscribe to a Membership Plan (Freemium or Premium) as described on the Platform. MetaTaaraka reserves the right to modify plan features and pricing with thirty (30) days prior notice.

7.2 Freemium Plan

Under the Freemium Plan, the Industry Partner may post up to three (3) R&D Challenges per year, receive and download all solution proposals, review and shortlist submissions, and access the Platform dashboard.

7.3 Premium Plan

Premium Plans are available for annual durations of 1, 2, or 3 years at the prices indicated on the Platform. Premium features include unlimited challenge postings, priority listing, dedicated collaboration manager support, and advanced analytics.

7.4 Payment

Premium Membership fees shall be paid by bank transfer to MetaTaaraka's designated account, with the transaction reference number communicated to MetaTaaraka for verification. Premium access shall be activated within 24 hours of payment confirmation by MetaTaaraka.

7.5 No Refund Policy

All membership fees paid are non-refundable unless MetaTaaraka is unable to provide the agreed services due to its own fault, in which case a pro-rated refund shall be processed.

7.6 Platform Commission

MetaTaaraka does not charge commission on individual project transactions. The Parties shall independently negotiate and agree on payment terms for any project engagement arising from this platform.

CLAUSE 8: DATA PROTECTION AND PRIVACY

8.1 Compliance

Both Parties shall comply with all applicable data protection laws, including the Digital Personal Data Protection Act, 2023 (India) and any other applicable regulations.

8.2 Student Data

Student personal data (names, IDs) submitted through Solution Proposals shall be used exclusively for the purpose of evaluating and engaging the relevant student team for the specific R&D Challenge. The Industry Partner shall not use, sell, or transfer student data for any other purpose.

8.3 Platform Data

MetaTaaraka shall process personal data submitted by the Industry Partner solely for the purpose of operating the Platform and fulfilling obligations under this MoU.

8.4 Security

Both Parties shall implement reasonable technical and organizational security measures to protect personal data against unauthorized access, loss, or disclosure.

CLAUSE 9: TERM, RENEWAL AND TERMINATION

9.1 Term

This MoU shall be effective from the date of execution and shall remain in force for a period of two (2) years, unless terminated earlier in accordance with this Clause.

9.2 Renewal

This MoU may be renewed for successive one-year periods by mutual written agreement of both Parties, executed at least thirty (30) days before the expiry of the then-current term.

9.3 Termination for Convenience

Either Party may terminate this MoU upon giving sixty (60) days prior written notice to the other Party, provided that no active R&D Project Agreement is pending completion.

9.4 Termination for Cause

Either Party may terminate this MoU immediately by written notice if the other Party: (a) materially breaches any provision of this MoU and fails to cure such breach within thirty (30) days of written notice; (b) becomes insolvent, enters into liquidation, or is subject to any

insolvency proceedings; (c) engages in fraudulent, unethical, or illegal conduct; or (d) repeatedly fails to honour student opportunity commitments stated in accepted Challenges.

9.5 Effects of Termination

Upon termination: (a) the Industry Partner's access to the Platform shall be deactivated; (b) all Confidential Information shall be returned or destroyed at the request of the disclosing Party; (c) all surviving obligations (IP, confidentiality, non-solicitation, dispute resolution) shall continue to bind the Parties.

CLAUSE 10: LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1 Platform Limitation

MetaTaaraka acts solely as a facilitating platform and intermediary. MetaTaaraka does not warrant the quality, accuracy, completeness, or fitness for purpose of any Solution Proposal submitted by university teams. The Industry Partner evaluates and engages with proposals at its own risk.

10.2 Limitation of Liability

To the maximum extent permitted by applicable law, MetaTaaraka's aggregate liability to the Industry Partner for any claim arising under or in connection with this MoU shall not exceed the total Membership fees paid by the Industry Partner to MetaTaaraka in the twelve (12) months preceding the claim.

10.3 Exclusion of Consequential Damages

In no event shall either Party be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profit, business interruption, or loss of data, arising out of or related to this MoU, even if the other Party has been advised of the possibility of such damages.

10.4 Industry Partner Indemnification

The Industry Partner shall indemnify, defend, and hold harmless MetaTaaraka and its directors, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from: (a) the Industry Partner's breach of this MoU; (b) the Industry Partner's infringement of any third-party IP rights; (c) the Industry Partner's failure to honour committed student opportunities; or (d) any negligent or wrongful act or omission of the Industry Partner.

10.5 MetaTaaraka Indemnification

MetaTaaraka shall indemnify, defend, and hold harmless the Industry Partner from and against claims arising from MetaTaaraka's wilful misconduct or gross negligence in the operation of the Platform.

CLAUSE 11: REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that:

- It has full legal capacity and authority to enter into this MoU and to perform its obligations hereunder.

- The execution, delivery, and performance of this MoU have been duly authorized by all necessary corporate or organizational actions.
- This MoU constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
- The entry into and performance of this MoU does not violate any applicable law, regulation, court order, or contractual obligation binding on such Party.
- It will conduct itself with the highest standards of ethics, honesty, and professional integrity throughout the collaboration.

The Industry Partner additionally represents and warrants that:

- All R&D Challenges posted on the Platform are genuine, legal, and do not violate any third-party rights.
- Any Background IP included in an R&D Challenge is owned by the Industry Partner or is properly licensed.
- Student opportunity commitments stated in R&D Challenges are genuine and shall be honoured for qualifying teams.

CLAUSE 12: ANTI-CORRUPTION AND ETHICAL CONDUCT

12.1 Compliance

Both Parties shall comply with all applicable anti-bribery and anti-corruption laws, including the Prevention of Corruption Act, 1988 (India), and any applicable international standards.

12.2 Prohibition

Neither Party shall offer, pay, promise, or authorize the payment of any money, gift, or thing of value to any government official, regulatory authority, or any other person with the intent to improperly obtain or retain business or any improper advantage in connection with this MoU.

12.3 Non-Discrimination

Both Parties shall conduct activities under this MoU without discrimination based on caste, religion, gender, race, nationality, disability, or any other protected characteristic.

CLAUSE 13: DISPUTE RESOLUTION

13.1 Amicable Resolution

In the event of any dispute, controversy, or claim arising out of or in connection with this MoU, the Parties shall first attempt to resolve the matter amicably through good-faith negotiations between their designated representatives for a period of thirty (30) days from the date one Party notifies the other of the dispute.

13.2 Mediation

If the dispute is not resolved within the thirty-day negotiation period, the Parties shall attempt to resolve it through mediation conducted by a mutually agreed mediator in Hyderabad, Telangana, for a further period of thirty (30) days.

13.3 Arbitration

If mediation fails, the dispute shall be finally resolved by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 (India), as amended. The arbitration shall be conducted by a sole arbitrator mutually appointed by both Parties, or if they cannot agree, by an arbitrator appointed by the High Court of Telangana. The seat and venue of arbitration shall be Hyderabad, India. The language of arbitration shall be English. The arbitrator's award shall be final and binding.

13.4 Jurisdiction

Without prejudice to the arbitration agreement above, the Parties submit to the exclusive jurisdiction of the courts of Hyderabad, Telangana, India for interim or emergency relief.

CLAUSE 14: FORCE MAJEURE

Neither Party shall be held liable for any failure or delay in performance of its obligations under this MoU to the extent such failure or delay is caused by circumstances beyond that Party's reasonable control, including but not limited to acts of God, natural disasters, epidemic or pandemic, war, civil unrest, governmental actions, power failures, or internet service disruptions. The affected Party shall promptly notify the other Party in writing of the force majeure event and shall use commercially reasonable efforts to resume performance as soon as practicable.

CLAUSE 15: MISCELLANEOUS

15.1 Entire Agreement

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

15.2 Amendments

This MoU may be amended only by a written instrument duly executed by authorised representatives of both Parties.

15.3 Waiver

No waiver of any provision of this MoU shall be effective unless in writing. No waiver shall be deemed a continuing waiver or a waiver of any other provision.

15.4 Severability

If any provision of this MoU is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

15.5 Assignment

Neither Party may assign, transfer, or sub-license its rights or obligations under this MoU without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding, MetaTaaraka may assign this MoU to a successor entity in connection with a merger, acquisition, or reorganization.

15.6 Notices

All notices under this MoU shall be in writing and delivered by email with read-receipt confirmation, registered post, or courier to the addresses designated by each Party.

MetaTaaraka's designated email: [admin@metataaraka.com]. Industry Partner's email: _____.

15.7 Relationship of Parties

Nothing in this MoU shall create a partnership, joint venture, agency, employment, or franchise relationship between the Parties. Each Party is an independent entity.

15.8 Counterparts

This MoU may be executed in counterparts, each of which shall be deemed an original. Scanned or electronically signed copies shall be deemed as originals for all legal purposes.

15.9 Governing Law

This MoU shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law principles.

15.10 Language

This MoU is executed in English. In the event of any inconsistency or discrepancy with any translation, the English version shall prevail.

SCHEDULE A — INDUSTRY PARTNER DETAILS

Company / Organisation Name	_____
Legal Form	(Pvt Ltd / Public Ltd / LLP / Partnership / Other)
CIN / Registration No.	_____
GST No. (if applicable)	_____
Registered Address	_____
Principal Office Address	_____
Website	_____
Industry Sector	_____
Company Size	_____
Designated Representative Name	_____
Designation	_____
Email	_____
Phone / WhatsApp	_____
Membership Plan	(Freemium / Premium — 1yr / 2yr / 3yr)

SCHEDULE B — R&D CHALLENGE CATEGORIES

The Industry Partner may post R&D Challenges in any of the following domains (not exhaustive):

- Manufacturing & Engineering (automation, materials, quality, process optimization)

- Information Technology (AI/ML, software, cybersecurity, data analytics)
- Healthcare & Pharmaceuticals (drug development, medical devices, health-tech)
- Agriculture & Food Technology (precision farming, post-harvest, food safety)
- Energy & Environment (renewable energy, waste management, sustainability)
- Defence & Aerospace (indigenization, simulation, testing)
- Logistics & Supply Chain (optimization, tracking, last-mile delivery)
- Finance & FinTech (fraud detection, risk models, digital payments)
- Education & EdTech (learning platforms, assessment tools, content technology)
- Other Deep-Tech and Emerging Technology domains

SIGNATURES

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

For MetaTaaraka™ AI Innovations Private Limited

CIN: U62099TS2025PTC196879
Hyderabad, Telangana, India
DPIIT STARTUP Recognized

_____
Authorised Signatory
Name: _____
Designation: _____
Date: _____
Place: _____
Official Seal / Stamp:

For [Industry Partner Name]

[Registered Address]
[CIN / Reg. No.]

_____
Authorised Signatory
Name: _____
Designation: _____
Date: _____
Place: _____
Official Seal / Stamp:

WITNESS 1

Name: _____
Address: _____
Signature: _____

Name: _____
Address: _____
Signature: _____