MetaTaaraka™ AI Innovations Private Limited

CIN: U62099TS2025PTC196879 | DPIIT STARTUP Recognized

Hyderabad, Telangana, India

MEMORANDUM OF UNDERSTANDING

FOR

UNIVERSITY PARTNERSHIP & ACADEMIC R&D COLLABORATION

Between

MetaTaaraka™ AI Innovations Private Limited

(Hereinafter referred to as "MetaTaaraka" or "Platform")

AND

_____

[University / Institution Full Name]

(Hereinafter referred to as "University" or "Institution")

MoU Reference No.	MTA-UNI-_____-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");

AND

[University / Institution Full Legal Name], a [Central University / State University / Deemed University / Engineering College / Research Institute] established/recognized under [applicable Act/UGC/AICTE], having its registered/principal address at [Full Address], bearing AISHE Code / NAAC Accreditation No. [_____] (hereinafter "University");

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

WHEREAS, MetaTaaraka operates a structured digital platform that connects active R&D universities with industry partners across India to solve real-world technical and business challenges through student-led research and innovation; and

WHEREAS, the University has active R&D programmes, laboratories, and student teams capable of delivering innovative solutions to industry challenges; and

WHEREAS, MetaTaaraka provides external industry mentorship support, structured engagement frameworks for Premium Partners, and a transparent digital platform to facilitate meaningful Industry-Academia collaboration; and

WHEREAS, both Parties are desirous of formalizing the terms governing their partnership, the rights and obligations of each Party, intellectual property, student data protection, confidentiality, and all associated matters;

NOW THEREFORE, in consideration of the mutual covenants, representations, and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 an 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, student information, timeline, deliverables, and supporting documentation.

1.4 "R&D Team" or "University Team"

A group of students, researchers, and/or faculty members of the University, working under the supervision of a Principal Investigator, who submit a Solution Proposal and, if selected, deliver the project.

1.5 "Principal Investigator (PI)"

A faculty member, researcher, or designated academic coordinator of the University who leads an R&D Team and takes academic and professional responsibility for the Solution Proposal and project delivery.

1.6 "Students"

Enrolled students of the University who participate as members of an R&D Team and whose details (name, roll number/student ID) may be included in a Solution Proposal.

1.7 "Confidential Information"

Any non-public information disclosed by either Party, including but not limited to challenge specifications, trade secrets, business strategies, technical data, research methodologies, financial data, and student personal information.

1.8 "Intellectual Property (IP)"

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

1.9 "Background IP"

IP owned or licensed by a Party prior to this MoU or developed independently outside the scope of any specific R&D Challenge.

1.10 "Foreground IP"

IP created, developed, or generated by a University R&D Team specifically in response to an R&D Challenge posted on the Platform.

1.11 "Student Opportunity"

The benefit committed by the Industry Partner in an R&D Challenge for the selected University Team's students, including internships (paid/unpaid), part-time or full-time job offers, freelance contracts, research fellowships, or prize/awards.

1.12 "External Mentorship"

Industry expert guidance provided or facilitated by MetaTaaraka (Premium Partners) to an R&D Team during the project delivery phase.

CLAUSE 2: SCOPE OF COLLABORATION

The Parties agree to collaborate under the following framework:

2.1 Platform Access

MetaTaaraka shall grant the University access to the Platform upon execution of this MoU and completion of the registration and verification process. Access enables the University to view all open R&D Challenges posted by Industry Partners and submit Solution Proposals.

2.2 Challenge Dissemination

The University shall designate a responsible coordinator (R&D Cell Head, Dean R&D, or equivalent) who will disseminate relevant R&D Challenges to appropriate faculty members, research departments, and student R&D teams within the institution.

2.3 Solution Submission

The University may submit Solution Proposals in response to any open R&D Challenge. Freemium members may submit up to two (2) proposals per calendar month. Premium members enjoy unlimited submissions. Only one proposal per challenge per University is permitted to ensure fairness.

2.4 Student Participation

Students of the University shall participate in R&D Teams under faculty supervision. The University shall ensure that participating students are informed of the nature of the challenge, IP implications, and any opportunity commitments associated with the specific R&D Challenge.

2.5 External Mentorship

MetaTaaraka may, at its discretion and subject to availability, facilitate ONE Exclusive external industry mentorship (For Premium Partners) for selected University R&D Teams during the project delivery phase. Such mentorship shall be provided at no additional cost under the Standard Membership Plan.

2.6 Meeting and Engagement

The University may request meetings with Industry Partners through the Platform's built-in meeting request and messaging system. Both parties may accept, reject, or propose alternative meeting times.

2.7 MoU Activation

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

CLAUSE 3: OBLIGATIONS OF METATAARAKA

MetaTaaraka commits to:

- Maintain and operate the Platform in a secure, reliable, and professionally functional manner.
- Onboard, verify, and maintain a network of genuine industry partners posting authentic R&D Challenges.

- Notify the University by email upon posting of each new R&D Challenge relevant to its registered research domains.
- Display the University's profile, research areas, and description alongside its Solution Proposals for visibility to industry partners.
- Facilitate transparent, structured communication between the University and Industry Partners through the Platform.
- Maintain a secure dashboard for the University displaying real-time metrics: open challenges, submitted proposals, shortlisted, accepted, meetings, students enrolled, and students selected.
- Ensure that student personal data submitted through the Platform is handled in accordance with applicable data protection laws.
- Facilitate external industry mentorship (Premium Partners) where feasible and agreed.
- Act as a neutral, professional intermediary in all Industry-Academia interactions.
- Provide prompt technical support and account management assistance.
- Comply with all applicable Indian laws, including the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023.

CLAUSE 4: OBLIGATIONS OF THE UNIVERSITY

The University commits to:

- Provide accurate, complete, and truthful information during registration and throughout the term of this MoU.
- Designate a qualified and responsible R&D Coordinator to manage the University's participation on the Platform and to act as the primary point of contact with MetaTaaraka.
- Actively disseminate R&D Challenges to relevant faculty and R&D departments and encourage student participation.
- Ensure that all Solution Proposals submitted are technically sound, academically credible, and prepared in good faith.
- Submit Solution Proposals with accurate student details (names, IDs) and ensure participating students consent to their details being shared with the Industry Partner upon shortlisting.
- Maintain strict confidentiality of all R&D Challenges, industry information, and Confidential Information received through the Platform.
- Ensure that the PI supervising each R&D Team takes academic responsibility for the quality and integrity of the submitted proposal.
- Not engage directly with any Industry Partner that was introduced through the Platform for any future project or engagement without MetaTaaraka's prior written consent, during the term and for twelve (12) months post-termination.
- Ensure that student participation in Platform activities complies with the University's academic policies, code of conduct, and any applicable regulatory requirements.
- Notify MetaTaaraka promptly of any changes in the University's legal status, accreditation, R&D Coordinator, or contact information.
- Pay applicable Membership Plan fees within stipulated timelines.

CLAUSE 5: STUDENT RIGHTS, WELFARE AND RESPONSIBILITIES

5.1 Student Welfare

The University shall ensure that student participation in R&D Projects is voluntary, does not interfere with academic obligations, and is conducted under appropriate faculty supervision.

5.2 Informed Consent

The University shall ensure that students are adequately informed about: (a) the nature and scope of the R&D Challenge; (b) that their personal details may be shared with the Industry Partner upon shortlisting of their proposal; (c) the intellectual property implications of their contribution; and (d) the nature and terms of any Student Opportunity offered.

5.3 Student Opportunity Fulfilment

Upon acceptance of a Solution Proposal by an Industry Partner, the University shall facilitate and support the fulfilment of the committed Student Opportunity (internship, employment, fellowship, etc.) for qualifying student team members, and shall cooperate with the Industry Partner in onboarding processes.

5.4 Student Acknowledgement

The University shall ensure that academic contributions of student team members are appropriately acknowledged in any project deliverables, publications, or reports arising from the collaboration.

5.5 Grievance Mechanism

The University shall maintain an accessible mechanism for students to raise concerns or grievances related to their participation in any R&D Project facilitated through the Platform, and shall communicate such concerns to MetaTaaraka where relevant.

CLAUSE 6: INTELLECTUAL PROPERTY RIGHTS

6.1 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.

6.2 Foreground IP — General

Ownership of Foreground IP developed by a University R&D Team shall be governed by the terms agreed between the University, the Industry Partner, and the student contributors in a separate Project/Engagement Agreement. MetaTaaraka does not claim ownership over Foreground IP arising from any Project.

6.3 Recommended IP Framework

MetaTaaraka recommends the following framework for Foreground IP in any Project Agreement: (a) the Industry Partner receives an exclusive commercial license to the Foreground IP; (b) the University retains the right to publish findings for academic and research purposes with the Industry Partner's prior written consent (not to be unreasonably withheld); (c) student contributors are named inventors/authors where applicable and their rights are protected under applicable law.

6.4 Student IP Rights

The University shall ensure that student contributors to any R&D Project are made aware of their IP rights under applicable law, including recognition as co-inventors or co-authors where

appropriate. No assignment of student IP rights shall occur without the explicit written consent of the students concerned.

6.5 Publication Rights

The University retains the right to publish academic research, papers, theses, and reports arising from Projects, subject to: (a) a minimum embargo period agreed with the Industry Partner (recommended: 6–12 months post-project delivery); (b) prior written notification to the Industry Partner; and (c) exclusion of proprietary or commercially sensitive information of the Industry Partner.

6.6 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 University receives a limited, non-exclusive, non-transferable license to use the Platform solely for the purposes of this collaboration.

CLAUSE 7: CONFIDENTIALITY

7.1 Non-Disclosure Obligation

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

7.2 University Responsibility

The University shall ensure that all faculty members, researchers, and students who have access to an R&D Challenge or any associated Confidential Information of an Industry Partner are bound by appropriate confidentiality obligations.

7.3 Challenge Confidentiality Levels

R&D Challenges marked "Restricted" shall be viewable only by universities designated by the Industry Partner. Challenges marked "Confidential" require execution of a separate Non-Disclosure Agreement between the University and the relevant Industry Partner prior to accessing challenge details.

7.4 Exclusions

Confidentiality obligations do 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; (c) is independently developed without use of Confidential Information; or (d) is required by law or court order to be disclosed, with prior written notice to the disclosing Party.

7.5 Student Data Confidentiality

MetaTaaraka and the University shall jointly ensure that student personal data shared through the Platform is used exclusively for the purpose of R&D Project evaluation and engagement, and is not disclosed to unauthorized third parties.

7.6 Survival

Confidentiality obligations shall survive termination of this MoU for five (5) years.

CLAUSE 8: FEES, PAYMENT AND MEMBERSHIP

8.1 Membership Plans

The University shall subscribe to a Membership Plan (Freemium or Premium) as described on the Platform at the time of registration.

8.2 Freemium Plan

Under the Freemium Plan, the University may view all open R&D Challenges, download challenge briefs, submit up to two (2) Solution Proposals per calendar month, add up to twelve (12) student details per submission, track submission status and industry reviews, and request meetings with Industry Partners.

8.3 Premium Plan

Premium Plans are available for annual durations of 1, 2, or 3 years at prices indicated on the Platform. Premium features include unlimited monthly submissions, one submission per challenge (fair access rule), priority profile visibility to Industry Partners, and instant email alerts for new challenges.

8.4 Payment

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

8.5 No Commission on Projects

MetaTaaraka does not charge commission on project transactions or Student Opportunity fulfilments. The University and Industry Partner shall independently negotiate payment for any project engagement.

8.6 No Refund Policy

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

CLAUSE 9: DATA PROTECTION AND STUDENT PRIVACY

9.1 Applicable Law

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

9.2 Student Data Handling

Student personal data (name, student ID, roll number, etc.) submitted through Solution Proposals shall be: (a) used only for evaluating and engaging the relevant student team for the specific R&D Challenge; (b) shared with the Industry Partner only when the University Team's proposal is shortlisted or accepted; (c) not sold, transferred, or used for any unrelated marketing or commercial purpose.

9.3 University Responsibilities

The University represents that it has obtained or shall obtain all necessary consents from participating students to collect and share their personal data as described in this MoU and on the Platform.

9.4 MetaTaaraka Responsibilities

MetaTaaraka shall implement reasonable technical and organizational security measures to protect all personal data against unauthorized access, loss, or disclosure and shall maintain a data breach response protocol.

9.5 Data Retention

Upon termination of this MoU, MetaTaaraka shall retain project data for a period of three (3) years for audit and compliance purposes, after which personal data shall be securely deleted or anonymized.

CLAUSE 10: TERM, RENEWAL AND TERMINATION

10.1 Term

This MoU shall be effective from the date of execution and shall remain in force for two (2) years.

10.2 Renewal

This MoU may be renewed for successive one-year periods by mutual written agreement at least thirty (30) days before expiry.

10.3 Termination for Convenience

Either Party may terminate upon sixty (60) days written notice, provided no active project is pending delivery.

10.4 Termination for Cause

Either Party may terminate immediately upon written notice if the other Party: (a) materially breaches this MoU and fails to cure within thirty (30) days; (b) becomes insolvent or subject to insolvency proceedings; (c) engages in fraudulent or unethical conduct; (d) misuses student data or violates student rights; or (e) engages Industry Partners directly in breach of the non-solicitation clause.

10.5 Effects of Termination

Upon termination: (a) the University's Platform access shall be deactivated; (b) Confidential Information shall be returned or destroyed upon request; (c) all active Project Agreements shall be completed or wound up per their own terms; (d) surviving obligations (IP, confidentiality, non-solicitation, dispute resolution) continue.

CLAUSE 11: LIMITATION OF LIABILITY AND INDEMNIFICATION

11.1 Platform Limitation

MetaTaaraka acts solely as a facilitating platform. MetaTaaraka does not warrant the quality, accuracy, or fitness for purpose of any R&D Challenge posted by Industry Partners. The University evaluates Challenges and engages at its own academic and operational risk.

11.2 Limitation of Liability

MetaTaaraka's aggregate liability for any claim arising under this MoU shall not exceed the total Membership fees paid by the University to MetaTaaraka in the twelve (12) months preceding the claim.

11.3 Exclusion of Consequential Damages

Neither Party shall be liable for indirect, incidental, special, consequential, or punitive damages, including loss of research funding, academic reputation, or business opportunity.

11.4 University Indemnification

The University shall indemnify and hold harmless MetaTaaraka and its directors, officers, and employees from and against claims arising from: (a) the University's breach of this MoU; (b) IP infringement by the University or its R&D Teams; (c) violations of student data protection obligations; (d) any negligent or wrongful act or omission of the University or its personnel.

11.5 MetaTaaraka Indemnification

MetaTaaraka shall indemnify the University from claims arising from MetaTaaraka's wilful misconduct or gross negligence in operating the Platform.

CLAUSE 12: REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that:

- It has full legal authority to enter into this MoU and to perform its obligations hereunder.
- The execution of this MoU has been duly authorized by all necessary institutional, corporate, or regulatory approvals.
- This MoU constitutes a valid, legally binding obligation enforceable in accordance with its terms.
- The entry into this MoU does not violate any applicable law, regulation, court order, or existing contractual obligation.
- It will conduct itself with the highest standards of ethics, integrity, and professional responsibility.

The University additionally represents and warrants that:

- It is a legitimate, duly established academic institution with active R&D programmes.
- It has the necessary infrastructure, faculty, and student resources to meaningfully participate in R&D Collaborations through the Platform.
- Participating students are duly enrolled students of the institution and their participation complies with all institutional policies.
- All Solution Proposals submitted are original, do not plagiarize third-party work, and do not infringe any third-party IP rights.

CLAUSE 13: ANTI-CORRUPTION AND ETHICAL CONDUCT

13.1 Compliance

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

13.2 Academic Integrity

The University shall ensure that all R&D work conducted under this MoU adheres to the highest standards of academic integrity, research ethics, and scientific honesty.

13.3 No Plagiarism

The University guarantees that all Solution Proposals and project deliverables are original work. In the event of plagiarism being detected, the University shall be solely responsible for any consequential claims.

13.4 Non-Discrimination

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

CLAUSE 14: DISPUTE RESOLUTION

14.1 Amicable Resolution

In the event of any dispute arising out of this MoU, the Parties shall first attempt amicable resolution through good-faith negotiations between their designated representatives within thirty (30) days.

14.2 Mediation

Unresolved disputes shall be referred to mediation by a mutually agreed mediator in Hyderabad within a further thirty (30) days.

14.3 Arbitration

If mediation fails, disputes shall be resolved by binding arbitration under the Arbitration and Conciliation Act, 1996 (India). A sole arbitrator shall be mutually appointed (or, failing agreement, appointed by the High Court of Telangana). Seat: Hyderabad. Language: English. The award shall be final and binding.

14.4 Jurisdiction

The courts of Hyderabad, Telangana, India shall have exclusive jurisdiction for interim or emergency relief.

CLAUSE 15: FORCE MAJEURE

Neither Party shall be held liable for any failure or delay in performance due to circumstances beyond reasonable control, including acts of God, natural disasters, pandemics, wars, governmental actions, power failures, or internet disruptions. The affected Party shall promptly notify the other and use best efforts to resume performance as soon as practicable.

CLAUSE 16: MISCELLANEOUS

16.1 Entire Agreement

This MoU constitutes the entire agreement between the Parties on its subject matter and supersedes all prior understandings.

16.2 Amendments

Amendments are valid only if in writing and executed by authorised representatives of both Parties.

16.3 Waiver

No waiver shall be effective unless in writing and shall not constitute a continuing waiver of any other provision.

16.4 Severability

Invalid or unenforceable provisions shall be modified to the minimum extent necessary, and remaining provisions shall remain in full force.

16.5 Assignment

Neither Party may assign rights or obligations under this MoU without prior written consent of the other. MetaTaaraka may assign this MoU to a successor entity in a merger or reorganization.

16.6 Notices

All notices shall be in writing, delivered by email with read-receipt or registered post. MetaTaaraka: [admin@metataaraka.com]. University: _____.

16.7 Relationship of Parties

Nothing herein creates a partnership, joint venture, agency, or employment relationship. Each Party operates as an independent entity.

16.8 Counterparts

This MoU may be executed in counterparts. Scanned or digitally signed copies shall be treated as originals.

16.9 Governing Law

This MoU is governed by the laws of India, without regard to conflict of law principles.

16.10 Language

This MoU is executed in English. In the event of any inconsistency with a translation, the English version prevails.

SCHEDULE A — UNIVERSITY DETAILS

University / Institution Name	_____
Type	(Central / State / Deemed / Private University / Engg College / Research Institute)
AISHE Code	_____
NAAC Grade / Accreditation	_____
UGC / AICTE Registration No.	_____
Registered / Principal Address	_____
University Website	_____
R&D Coordinator Name	_____
Designation	(Dean R&D / Professor / Head R&D Cell)
Official Email	_____
Phone / WhatsApp	_____

Key Research Domains	_____
No. of Active R&D Labs	_____
Membership Plan	(Freemium / Premium — 1yr / 2yr / 3yr)

SCHEDULE B — MENTORSHIP AND SUPPORT FRAMEWORK

MetaTaaraka shall provide or facilitate the following support to University R&D Teams participating in projects under this MoU:

- One External Industry Mentor assignment for selected R&D Teams (Applicable to Premium Partners only and subject to mentor availability and project scope).
- Structured project guidance sessions — milestone review, technical direction, and deliverable feedback.
- Access to the MetaTaaraka Platform dashboard for real-time tracking of submissions, reviews, shortlisting, and meeting schedules.
- Email notifications for all Platform activities including new challenge alerts, review updates, and meeting requests.
- Professional communication facilitation between University teams and Industry Partners through the Platform's built-in messaging system.
- Facilitation of Non-Disclosure Agreements between the University and Industry Partners for Confidential R&D Challenges.
- Support in IP documentation guidance (without providing legal advice) for Foreground IP arising from Projects.
- Publication support through the provision of MetaTaaraka project completion certificates for student teams.

SCHEDULE C — CODE OF CONDUCT FOR R&D TEAMS

All University R&D Teams participating in Projects through the Platform shall adhere to the following code of conduct:

- Conduct all research with scientific integrity, honesty, and adherence to ethical research standards.
- Not misrepresent qualifications, experience, or capabilities in Solution Proposals.
- Not plagiarize or use unauthorized third-party IP in Solution Proposals or project deliverables.
- Maintain strict confidentiality of R&D Challenge details and Industry Partner information.
- Treat all communications with Industry Partners and MetaTaaraka staff with professionalism and respect.
- Promptly communicate any inability to meet project milestones or deliverables to the Industry Partner and MetaTaaraka.
- Ensure that student team members are genuinely involved and contributing to the project.
- Not engage with the Industry Partner outside the Platform for project-related matters during the term and for twelve months post-project completion.

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 [University / Institution Name]

[Registered Address]
[AISHE Code / NAAC Grade]

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

WITNESS 1

Name: _____
Address: _____
Signature: _____

Name: _____
Address: _____
Signature: _____