

MEMORANDUM OF UNDERSTANDING

BETWEEN

AIMST UNIVERSITY (MALAYSIA)

AND

DAYANANDA SAGAR UNIVERSITY (INDIA)

26TH SEPTEMBER 2019

MEMORANDUM OF UNDERSTANDING

Between

AIMST UNIVERSITY

Having its registered address at Jalan Semeling-Bedong,
08100 Bedong, Kedah Darul Aman, Malaysia

Represented by its Chief Executive & Vice-Chancellor

Emeritus Prof. Dr. Harcharan Singh Sidhu

Hereinafter referred to as "AIMST"

And

DAYANANDA SAGAR UNIVERSITY

Having its registered address at DSU Campus, Shavige Malleshwara Hills,
Kumaraswamy Layout, Bangalore 560078, Karnataka, India

Represented by its Pro-Vice-Chancellor

Prof. Dr. K. Muthuchelian

Hereinafter referred to as "DSU"

Under this Memorandum of Understanding (MoU), the two institutions may proceed to implement the following endeavors:

Proposed areas of cooperation will be related to faculties of Engineering, Bio-Sciences (Biotechnology, Biochemistry and Microbiology), Commerce (Business and Management) and Health Sciences (Pharmaceutical Science) which may include the following activities:

1. Student mobility e.g. study-abroad, internship, study visit, etc.
2. Development of study pathways credit transfer, joint degree and/or twinning courses
3. Faculty staff mobility including e.g. guest lecture or co-lecture
4. Teaching and collaborative research project
5. Joint conferences, seminars and workshops, etc.

The specific activities to be undertaken shall be covered by a corresponding Memorandum of Agreement (MoA) and the activity must commence within six (6) months from the date of this MoU. Failing which, this MoU may be deemed as null and void.

Both parties understand that all financial arrangement will have to be negotiated and will depend on the availability of funds.

This MoU shall take effect upon signing by both parties and shall remain in force for a period of five (5) years subject to renewal upon mutual consent unless sooner terminated by either party provided that a written notice shall have been served at least sixty (60) days before such termination takes effect.

This MoU is not legally binding and entered into by the parties herein to merely express their intention to collaborate and is therefore subject to the parties herein entering into a legally binding MoA. Nothing contained herein shall be construed as a joint-venture and shall not constitute either party as the agent of the other.

Here upon the signatures of the representatives of both institutions are affixed with the hope of promoting mutual cooperation effective from **26th day of September 2019.**

Signed by;



Emeritus Prof. Dr. Harcharan Singh
Chief Executive & Vice-Chancellor
AIMST University, Malaysia

Signed by;



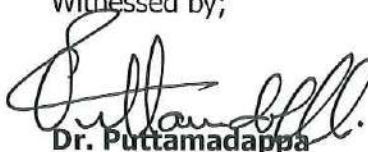
Prof. Dr. K. Muthuchelian
Pro-Vice-Chancellor
Dayananda Sagar University, India

Witnessed by;



Prof. Dr. Mohd Baidi Bahari
Deputy Vice-Chancellor (Student Affairs)
AIMST University, Malaysia

Witnessed by;



Dr. Puttamadappa
Registrar
Dayananda Sagar University, India

**AIMA BIZLAB ACCREDITED INSTITUTE PARTNER
(Agreement)**

THIS AGREEMENT is entered into and executed at New Delhi on this 20th day of May 2022 ("Effective Date") by and between **All India Management Association** (hereinafter referred to 'AIMA'), having its office at Management House, 14, Lodhi Institutional Area, Delhi – 110003, India and **Dayananda Sagar University, School of Commerce & Management Studies, Innovation Campus, Bangalore** (hereinafter referred to as "AIMA BIZLAB ACCREDITED INSTITUTE"), having its office at Kudlu Gate, Hosur Main Road, Bangalore 560 068, Karnataka, India.

WHEREAS, AIMA is the owner of AIMA BizLab Software (hereinafter referred to as 'the Software') which provides first of its kind virtual lab for management students using which, students may experiment with various management strategies and tactics on the given scenario. AIMA's BizLab Software is focuses on planning, prediction and analysis in the area of operations, material sourcing/procurement, inventory control, R&D, marketing, HR and finance. The simulation that generates the results collates participants' decisions. It allows the use of many contemporary situations and variables that ensure better and faster learning.

Focus of the Software

- To understand the basic concept of competitive business and contrivance a comprehensive strategy for overall growth.
- To convert strategy in planning and execution involving peers and leads in the group.
- Improve and develop competency in Amalgamation of Planning and decisions and comprehend skills required for effective and well-organized business.
- To pass through confronting situation emerging in business issues, challenges of external and internal forces, sudden economic up-downs, unforeseen crisis and opportunity to grow business.
- To analyze and handle such situations by seeing the effect of decisions made by the team.

Learning Pedagogy and Scenarios Learning through Software

- Workshop Model (Enterprise Pedagogy) – Certified faculty can run the simulation program along with curriculum 2 times a year. Ideal duration of the workshop is 24 hours and can be customized from 4 hours to 6 months
- Self-Play Mode / Single Player Mode (Entrepreneurship Pedagogy) - Each student can play individual simulation against AI 3 times a year. Duration of the session is flexible from 4 hours to 15 days
- For self-play mode, there are different scenarios in all three games. Therefore, when student is playing the game, every time he / she would be facing different market challenges
- Assessment Mode - Certified faculty can run the simulation program as assessment or exam 2 times a year. Duration for the assessment is 3 hours as like examination

Features for Faculties

- Faculties profiling on AIMA BizLab Portal



- Certified faculty can use Simulation (On Licensed Basis) in MDPs conducted by Institute
- Certified faculty can use Simulation in FDPs conducted by Institute
- AIMA may use (on consulting basis) your certified faculties for our simulation activities in India region (on requirement basis)

AND WHEREAS AIMA BIZLAB ACCREDITED INSTITUTE has expressed desire to obtain the Software on license basis;

AND WHEREAS AIMA has agreed to license the software to AIMA BIZLAB ACCREDITED INSTITUTE. NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE

Subject to the terms and conditions of this Agreement, AIMA grants to AIMA BIZLAB ACCREDITED INSTITUTE a non-exclusive, non-transferable license to use AIMA BizLAB for the purpose of academic usage. AIMA BIZLAB ACCREDITED INSTITUTE may use the Software for its own use only, and shall not translate or modify the software. AIMA BIZLAB ACCREDITED INSTITUTE shall not transfer or sublicense the Software to any third party, in whole or in part, in any form, whether modified or unmodified. By virtue of this licence, AIMA BIZLAB ACCREDITED INSTITUTE will get access to AIMA BIZLAB software hosted and maintained by AIMA. AIMA BIZLAB ACCREDITED INSTITUTE is not purchasing the software outright.

2. CONSIDERATION TO AIMA

- A. AIMA BIZLAB ACCREDITED INSTITUTE shall pay the license fees of INR 3.50 Lacs + GST (as applicable) upon signing this agreement and thereafter AIMA shall deliver AIMA BizLAB software license to AIMA BIZLAB ACCREDITED INSTITUTE.
- B. The above stated licence fee shall be paid to AIMA as follows:
 1. 50% Advance
 2. 50% within one week of completion of TTT(Before AIMA Bizlab launch)

3. LICENSES

- A. AIMA BIZLAB ACCREDITED INSTITUTE is hereby granted 120 (One Hundred and Twenty) licenses of AIMA BizLAB software. The said licenses can be used only by students of AIMA BIZLAB ACCREDITED INSTITUTE.
- B. Trained and Certified Dayananda Sagar University, School of Commerce & Management Studies Faculties on AIMA BizLab will be getting free licenses for personal learning.

4. PROPRIETARY RIGHTS



- C. AIMA BIZLAB ACCREDITED INSTITUTE recognizes that AIMA regards the AIMA BizLAB software as its proprietary information and as confidential trade secrets of great value.
- D. AIMA BIZLAB ACCREDITED INSTITUTE agrees not to provide or to otherwise make available in any form the AIMA BizLAB software, or any portion thereof, to any person other than employees and students of AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA.
- E. AIMA BIZLAB ACCREDITED INSTITUTE further agrees to treat the AIMA BizLAB software with at least the same degree of care with which AIMA BIZLAB ACCREDITED INSTITUTE treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the AIMA BizLAB software.

5. TERM

The terms of agreement shall be as follows:

- A. The agreement shall continue and remain in force for a period of 12 (Twelve) months from the date of signing of this agreement
- B. The license granted hereunder shall continue for 12 months from the date of issuing to the students which should be within 8 (Eight) months of the agreement signing and subject to AIMA BIZLAB ACCREDITED INSTITUTE's proper usage / performance of its obligations under this Agreement.

6. TERMINATION

AIMA may terminate this Agreement if AIMA BIZLAB ACCREDITED INSTITUTE is found to be in default or breach of any of the terms and conditions of this Agreement and fails to correct such default or breach within ten (10) days after written notice thereof from AIMA.

In the event of termination of this Agreement by AIMA BIZLAB ACCREDITED INSTITUTE for any reason whatsoever, AIMA BIZLAB ACCREDITED INSTITUTE shall not be entitled for refund of Licence Fee paid to AIMA and shall also be liable to release the Licence Fee, if any remaining, to AIMA at the time of termination.

7. MAINTENANCE SUPPORT

AIMA shall provide following support to AIMA BIZLAB ACCREDITED INSTITUTE with respect to the Software:

- A. If AIMA BIZLAB ACCREDITED INSTITUTE notifies and gives AIMA notice of a substantial program error w.r.t. the Software, AIMA will, upon receipt of such notice, immediately investigate such substantial program error and will deliver to AIMA BIZLAB ACCREDITED INSTITUTE either a patch or workaround or code to correct



- such substantial program error at no additional cost to AIMA BIZLAB ACCREDITED INSTITUTE within ten (10) days after receipt of such notice.
- B. In case AIMA BIZLAB ACCREDITED INSTITUTE has any technical questions regarding the usage of the Software AIMA BIZLAB ACCREDITED INSTITUTE may submit those questions to AIMA. AIMA shall provide necessary consultancy to answer such questions without any charge to AIMA BIZLAB ACCREDITED INSTITUTE.

8. DELIVERY OF AIMA BIZLAB SOFTWARE

AIMA shall make the possible endeavours to guide the team of AIMA BIZLAB ACCREDITED INSTITUTE in accessing the AIMA BizLAB software promptly after receipt of the payment. AIMA shall provide training to 15 (Fifteen) faculty of AIMA BIZLAB ACCREDITED INSTITUTE to enable the faculty to operate and guide the students to use AIMA BizLAB software effectively.

9. WARRANTY, IDEMNITY AND LIABILITY LIMITATION

A. AIMA SOFTWARE WARRANTY: AIMA warrants that during the tenure of this agreement, the Software will operate in accordance with the documentation without material error and will perform the functions as per the specifications. AIMA also warrants that the software will be hosted on their server and will be available in working order continuously to the AIMA BIZLAB ACCREDITED INSTITUTE during the tenure of this agreement.

B. WARRANTY AND INDEMNITY REGARDING SOFTWARE:

- i. AIMA warrants that the Software is free from the claims of any third party for infringement of any patents, trademarks, copyrights, trade secrets, or any other proprietary rights. AIMA is not aware of any claims of patent infringement, copyright infringement, or the infringement of any other rights of third parties related to the Software. AIMA agrees that it shall defend at its own expenses, and will indemnify the AIMA BIZLAB ACCREDITED INSTITUTE and save AIMA BIZLAB ACCREDITED INSTITUTE harmless against any costs (including reasonable attorney's fees) and damages made in settlement or awarded as a result of, any action brought against AIMA BIZLAB ACCREDITED INSTITUTE based on an allegation of such infringement with respect to any item of the Software. AIMA BIZLAB ACCREDITED INSTITUTE shall promptly notify AIMA in writing of any such action or allegation of infringement, AIMA shall have sole control of the defence of any such action and all negotiations for its settlement or compromise.
- ii. AIMA shall have no liability for any claim of patent, copyright or trade secret infringement based on the use of the Software in any form other than the original, unmodified form provided to AIMA BIZLAB ACCREDITED INSTITUTE by AIMA or the use of the Software with any other software or data not supplied



- by the AIMA where the use of Software alone in its original, unmodified form would not constitute an infringement. The foregoing states AIMA BIZLAB ACCREDITED INSTITUTE's entire liability for infringement or claims of infringement of patents, copyrights or other intellectual property right.
- iii. **Warranty of Authority:** AIMA warrants that it has the power and authority to enter into this Agreement and to grant and convey the license, and other rights and conveyed to AIMA BIZLAB ACCREDITED INSTITUTE in this Agreement. This Agreement does not and will not knowingly violate, the rights of any third party or, breach or interfere with any other agreement to which AIMA is a party or by which AIMA is bound.
- iv. **REMEDIES:** If no time limit is otherwise specified in the above warranties, AIMA shall have thirty (30) days from the date it receives a notice of warranty breach to cure the breach. If however, AIMA cannot correct the nonconformity within the timeframe specified, then AIMA BIZLAB ACCREDITED INSTITUTE shall have the right (exercisable at AIMA BIZLAB ACCREDITED INSTITUTE sole discretion), to require AIMA to replace the nonconforming software with a functionally equivalent Software at no cost to AIMA BIZLAB ACCREDITED INSTITUTE.

WARRANTY LIMITATION: EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, COVENANTS, TERMS, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR OTHERWISE GRANTED.

C. LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID HEREUNDER BY AIMA BIZLAB ACCREDITED INSTITUTE TO AIMA UNDER THIS AGREEMENT. IN NO EVENT SHALL AIMA BE LIABLE FOR ACOSTS OF PROCURMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST PROFITS, LOSS OF DATA OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT INCLUDING NEGLIGENCE, BY STATUTE OR UNDER ANY THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

10. NOTICES

All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

11. SUCCESSORS



This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

12. SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

13. GOVERNING LAW/FORUM

This Agreement shall be governed as per the Laws of India. Any unresolved disputes under this Agreement shall be subject to the exclusive jurisdiction of Courts at New Delhi.

14. NON-ASSIGNMENT

This Agreement and the licenses granted by it shall not be assigned, sublicensed, or otherwise transferred by AIMA BIZLAB ACCREDITED INSTITUTE without the prior written consent of AIMA to any third party.

15. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in AIMA BIZLAB ACCREDITED INSTITUTE's purchase order or AIMA's order acknowledgment forms.

16. DISPUTES

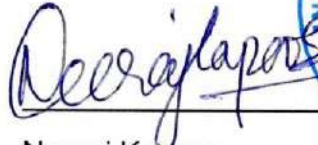
Any disputes arising from the contract shall be resolved by resorting to Arbitration Provisions of Arbitration & Conciliation Act of 1996 shall apply to the said proceedings, the language of Arbitration shall be English, Arbitration venue shall be at Bangalore and Sole Arbitrator of the rank of District & Sessions Judge (retired) shall be appointed by the parties in accordance with law.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

For All India Management Association

Signature :





By (Name) :

Neeraj Kapoor

Designation :

Director, Centre for Management Development, AIMA

Date :

20th May 2022

For Dayananda Sagar University, School of Commerce & Management Studies, Bangalore

Signature :



By (Name) :

Dr. Puttamadappa C.

Designation :

Registrar
Dayananda Sagar University
Bangalore

Date :

20th May 2022

Annex. 1

1. Single Player Mode - Each student can play individual simulation against AI 3 times a year.
2. Workshop Model – Certified faculty can run the simulation program along with curriculum 2 times a year
3. Assessment Mode - Certified faculty can run the simulation program as assessment or exam 2 times a year
4. Demo Licenses – Institute can use N number of one time licenses for marketing activities, FDPs and MDPs provided no financial transaction is involved with the user(s)
5. Your certified faculty can use Simulation (On Licensed Basis) in MDPs conducted by Institute
6. AIMA may use (on consulting basis) your certified faculties for our simulation activities in India region (if and whenever required)
7. Institute get opportunities to host AIMA's program in future on mutual consent
8. Institute can use AIMA BizLab logo in their marketing collaterals as AIMA BizLab Accredited Institute sponsored by AIMA
9. Institute logo and profile will be listed on AIMA BizLab portal.
10. Profile of Certified Faculties would be placed on AIMA BizLab Portal if Institute permits.



Memorandum of Understanding between Analog Devices India (ADI) Private Limited and Dayanand Sagar University (DSU)

Memorandum of Understanding (MOU) between Analog Devices India (ADI) Private Limited with their Corporate Office located at Salarpuria Nova, No.1, Varthur Road, Bengaluru-560093, India, and Dayanand Sagar University, Kudlu Service Road, Bangalore, Karnataka, India.

Background Information:

Analog Devices (NASDAQ: ADI) is a world leader in the design, manufacture, and marketing of a broad portfolio of high performance analog, mixed-signal, and digital signal processing (DSP) integrated circuits (ICs) used virtually in all types of electronic equipments and systems. Since our inception in 1965, we have focused on solving the engineering challenges associated with signal processing in electronic equipments. Used by over 100,000 customers worldwide, our signal processing products play a fundamental role in converting, conditioning, and processing of real-world phenomena, such as temperature, pressure, sound, light, speed, and motion, into electrical signals, to be used in a wide variety of electronic devices.

Dayananda Sagar Institutions founded in the 60s by one such visionary, late Sri Dayananda Sagar committed to take knowledge to the people, transforms today's students into responsible citizens and professional leaders of tomorrow. Dayananda Sagar University created by an Act of the Karnataka State in 2014, built on this adorable legacy and inspired by its own milestones, meeting the needs of quality higher education in this part of the world.

Motivation of this MOU:

The goal of this MOU would be to develop strategic partnership between Dayanand Sagar University (DSU) and Analog Devices India (ADI) to excel in Innovation, Education and Talent Development.

Innovation and Education:

ADI will provide the state of the art ADI Microcontroller learning kits, active learning kits & DSP kits to set up an innovation laboratory at DSU campus. The goals of setting up this laboratory are the following:

- i) The students of DSU undertaking the courses in Microcontroller/IoT (both basic as well as advanced) shall perform hands-on laboratory experiments on the ADI microcontroller platforms.
- ii) As a part of the cross-functional innovation activities, the Laboratory shall be made available to the students of other streams as well. These Kits will be of use to implement their ideas in this area.

MOU

DSU shall submit a report/account statement at the end of the year on the utilization of the funds allocated. The contingency fund will be reviewed every year & based on DSU's needs ADI shall replenish the used portion.

7. ADI will provide the necessary training to the Research Associate (RA) on the ADI supplied kits/platforms.

The provision for one RA is Rs 10,000/- per month and therefore the total cost that ADI would bear for research assistantship would be Rs 1,20,000/- per annum for the said sponsorship of one RA. The selection of RA will be done by DSU.

For Analog Devices

For DSU

Sai Kiran Nappi

Designation: MANAGING DIRECTOR, ADI

Place: BANGALORE

Date: 10-10-2018

V. Chandrasekar

Designation: Chairman (Academy)
and Assistant Dean

Place: Bengaluru (Academy)

Date: 10-10-2018

Academic Initiative Agreement

The purpose of this Academic Initiative agreement ("Agreement") is to engage with the client and provide management advise for educational and non-commercial research only to qualifying students and faculty with the School of Commerce & Management Studies (PG), Dayananda Sagar University, Bengaluru. (The Institution)

This agreement or any other agreements under which eligible resources are made available are the complete agreement between Arambha Exim Pvt. Ltd. and Dayananda Sagar University, Bengaluru regarding the use of those Eligible Resources.

This Agreement may also involve initiatives by mutual consent, which may be added later by written addendum to this Agreement.

Definitions

Institution: SCMS, Dayananda Sagar University, Bengaluru

Registered Educator: a member of an Institution's teaching or research staff who has registered, with the authorization of their Institution, to participate in this offering.

Registered Student: a student of the Institution, who has the authorization of their Institution to participate in this offering.

Educational Materials: The term "Educational Materials" means educational material that Arambha Exim Pvt. Ltd. or a third party on behalf of Arambha Exim Pvt. Ltd. may make available. Educational Materials may be tutorials, instructor guides, student guides, lab guides, lab exercises, slide decks, sample tests, syllabi, workbooks, charts, white papers, data sets and manuals among others. Educational Materials may be delivered in the form of software or written material, computer-based training (CBT) or Web-based training (WBT) courses, Webcasts, or Adobe Acrobat ("PDF") or csv files or revisable formats.

Derivative Works: Registered Educators and Registered Students may modify, translate, or take excerpts from select Educational Materials that Arambha Exim Pvt. Ltd. provides ("Derivative Works") to draw conclusions as an academic exercise.

Charges

Arambha Exim Pvt. Ltd. provides Educational Materials under this Agreement at no charge and will compensate Registered Educators and Registered Students at mutually agreed upon rates if applicable during the engagement. Should Arambha Exim Pvt. Ltd. use the premises of the Institution for events, charges will be levied as agreed upon.

Educational consultancy charges will be levied depending upon the scope of work agreed upon.

Responsibilities

You represent that you are either a Registered Educator or a Registered Student.

You agree to:

1. Read, understand, and agree to be bound by the terms of this Agreement.
2. Ensure, as a Registered Educator, that any Registered Student to whom you provide access to any Eligible Resources has read, understands, and agrees to be bound by the terms of this Agreement.
3. Allow Arambha Exim Pvt. Ltd. to monitor your utilization of resources available through this offering and use your findings. At no time will your individual participation be publicly shared without your consent.

Business Contact Information

For Dayananda Sagar University, School of Commerce & Management Studies (PG)

Name: Prof. H N Shankar/ Prof. Solai Bhaskaran /Prof. Sanjay Krishnamurthy

Email: shankarhn@dsu.edu.in; solai.b@dsu.edu.in; Sanjay.k@dsu.edu.in

Phone: 9972866797/ 9845564820/ 9902068885

For Arambha Exim Pvt. Ltd.

Name : Aravind Kashyap

Email : aravind@oaktree.co.in

Phone : 9845167693

Limitation of Liability

Items for Which Dayananda Sagar University is Not Liable

Under no circumstances, **Dayananda Sagar University** its students and faculty liable for any of the following even if informed of their possibility:

1. loss of, or damage to, data;
2. special, incidental, or indirect damages or for any economic consequential damages; or
3. lost profits, business, revenue, goodwill, or anticipated savings

Term and Termination: Unless otherwise stated in the offer description, the offering has no term end date for as long as you qualify for participation as outlined in this Agreement.

If Arambha Exim Pvt. Ltd. determines that you or your Institution no longer qualify for this offering, Arambha Exim Pvt. Ltd. will so notify you or your Institution, as applicable, in writing via email. You agree that Arambha Exim Pvt. Ltd. may immediately terminate your access to and use of the Resources including Derivative Works you created.

General

1. You may not assign this Agreement, in whole or in part, without the prior written consent of Arambha Exim Pvt. Ltd.. Any attempt to do so is void.
2. Neither of us grants the other the right to use its trademarks, trade names, or other designations in any promotion or publication without prior written consent.
3. All information exchanged is confidential and data privacy will be maintained.
4. Each of us is free to enter into similar agreements with others.
5. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.
6. You agree that this Agreement will not create any right or cause of action for any third party.

7. Neither you nor Arambha Exim Pvt. Ltd. will bring a legal action under this Agreement
8. Neither you nor Arambha Exim Pvt. Ltd. is responsible for failure to fulfil any obligations due to causes beyond its control.

This agreement is signed on 19th July by

Signature:



Name: Aravind Kashyap

For Arambha Exim Pvt. Ltd.



Signature:



Dr. Puttamadappa C.
Registrar
Dayananda Sagar University
Bangalore

Dayananda Sagar University, Bengaluru

03/02/2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN AUTODESK INDIA PRIVATE LTD.
AND DAYANANDA SAGAR UNIVERSITY, BANGALORE**

This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding and non-binding understandings, is effective as of the later of the dates in the signature block ("Effective Date"), and is made and entered into by and between DAYANANDA SAGAR UNIVERSITY ("COLLABORATOR") and AUTODESK INDIA PRIVATE LTD. ("AUTODESK").

A. PURPOSE:

The purpose of this MOU is to begin and/or expand a framework of cooperation between COLLABORATOR and AUTODESK to support and/or develop educational programs, curricula, projects, and/or activities related to promoting, teaching or instruction in the use of AUTODESK software as more fully described in Exhibit A ("Purpose").

B. ACTION ITEMS:

The respective action items of each party are outlined in Exhibit B ("Action Items").

C. The parties mutually agree that the following terms and conditions also apply:

1. Commencement/Expiration Date:

This MOU begins on the Effective Date and expires on 3 YEARS FROM THE DATE OF SIGNING, unless terminated earlier in accordance with this MOU.

2. PARTICIPATION IN SIMILAR ACTIVITIES:

This MOU in no way restricts AUTODESK or COLLABORATOR from participating in similar activities with other public or private agencies, organizations, or individuals.

3. TERMINATION:

Either party, upon thirty (30) days written notice, may terminate the MOU in whole, or in part, at any time before the date of expiration without liability to the other party. Further, either party may terminate this MOU, if the other party is in breach of this MOU and fails to cure such breach within ten (10) days after written notice of the breach.

4. PRINCIPAL CONTACTS: The principal contacts for this MOU are:

COLLABORATOR:

Dr. A.N.N Murthy, Vice Chancellor
DAYANANDA SAGAR UNIVERSITY
Bangalore-560068
India
Email: vicechancellor@dsu.edu.in

AUTODESK:

Deepankar Bhattacharyya
India Education Lead
Autodesk India Pvt. Ltd.,
Divyasree Chambers, Unit A4,
A Wing, 2nd Floor, Langford Road,
Bangalore-560025, India.

5. FEES AND EXPENSES: Unless otherwise agreed by both parties, each party shall bear all of its own costs and expenses with regard to all negotiations, performance, and any other activities relating to the subject matter of this MOU.

6. CONFIDENTIALITY AND COMMUNICATIONS: Each party shall: (i) protect any information provided by the other party that is identified as confidential or that should reasonably be considered confidential ("Confidential Information"); (ii) use Confidential Information for the sole purpose of fulfilling its obligations under this MOU; and (iii) return all Confidential Information to the disclosing party promptly upon the expiration or termination of this MOU. Confidential Information may include, without limitation, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data. Except as otherwise provided herein, neither party shall use any trademark, service mark, logo or other proprietary right of the other party without that party's consent. COLLABORATOR may not publish or otherwise disseminate, in any form or format, any information arising out of or related to this MOU without AUTODESK's prior written review and approval. AUTODESK shall be entitled to publish or otherwise disseminate information, in any form or format through any media platform, about the Purpose using COLLABORATOR's name.

7. INTELLECTUAL PROPERTY: Except for the permitted use of Confidential Information, each party acknowledges that, under this MOU, a party acquires neither any intellectual or other property, including without limitation copyright, trademark, business or trade secrets, methodologies, professional techniques, works of authorship, training material, courseware or content ("IP") from the other party and nor any right in IP from the other party.



8. APPLICABLE LAWS: The parties shall be bound by all applicable laws, including, without limitation, privacy laws. COLLABORATOR shall comply with (a) all applicable export laws and regulations, including without limitation the U.S. Export Administration Act and its implementing regulations ("the Export Control Laws"), and (b) the United States Foreign Corrupt Practices Act ("FCPA") or any rules or regulations thereunder, all other applicable anti-corruption laws, and AUTODESK's relevant corporate policies. COLLABORATOR shall notify AUTODESK immediately upon learning of any such failure to comply. This MOU shall be governed by the laws of India, without regard to choice of laws principles.

9. EXPORT CONTROL LAWS: COLLABORATOR agrees and understands that under the Export Control Laws, the software, documentation, technical data (or direct products thereof) and services provided under this MOU may not be, directly or indirectly, downloaded or otherwise exported, re-exported, or transferred to restricted countries, restricted end-users, or for restricted end uses. By way of example but not limitation, the Export Control Laws may restrict your ability to export or transfer the software to countries that are the subject of a U.S. trade embargo, to end-users who appear on U.S. government restricted party lists, and for restricted end uses such as research into chemical, biological or nuclear weapons. Additional information concerning U.S. export control laws and regulations is publicly available

at: <http://www.bis.doc.gov/policiesandregulations/index.htm#ear>

10. ANTI-CORRUPTION LAWS: In conformity with the FCPA or any rules or regulations thereunder, with all similar international laws, and with AUTODESK's relevant corporate policies, COLLABORATOR shall not take any action which would cause it to be in violation of such anti-corruption laws, including without limitation (i) the use of any funds for unlawful contributions, gifts, entertainment, or other expenses relating to political activity or (ii) making, attempting to make, offering or authorizing any unlawful payment, thing of value, bribe, rebate, payoff, influence payment, kickback or other similar unlawful payment to a foreign or domestic government official, for the purpose of influencing an act or decision (including a decision not to act) or inducing such a person to use his or her influence to affect any such governmental act or decision to obtain, retain, or direct any business.

11. INDEPENDENT ACTORS. Nothing in this MOU shall create or imply any agency, venture, partnership, representative, or employment relationship between the parties. This MOU shall not be constructed as authority for either party to act for the other party in any capacity, or to make commitments of any kind for the account of or on behalf of the other party.

12. LIABILITIES. Neither party is liable for the intentional or negligent acts or omissions of the other. Each party shall be responsible for its intentional or negligent acts or omissions and those of its officers, employees, agents, contractors, or students (if applicable), howsoever caused, to the extent allowed by applicable law.

13. LIMITATIONS. NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR BREACHES ARISING UNDER SECTIONS C.6 TO C.10, IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR EXEMPLARY DAMAGES OR LOSS OF PROFITS, REVENUES, GOODWILL, OPPORTUNITIES OR COST OF REPLACEMENT GOODS OR SERVICES. IN NO EVENT SHALL EITHER PARTY BEAR ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON PERFORMANCE OF THE ACTION ITEMS.



14. MODIFICATION. Modifications to this MOU shall be made by mutual consent of the parties through the issuance of a written modification, signed and dated by authorized representatives of each party, prior to any changes being performed.

15. SURVIVAL. The parties hereby agree that the provisions of Sections C.6TO C.15 are binding and shall survive the termination or expiration of this MOU.

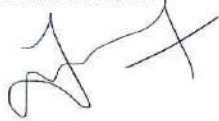
[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the later written date below.

AUTODESK INDIA PVT. LTD.

By:



Name: Sunil Moongadi Kunjappan

Title: Addittional Director

Date: 3rd Feb, 2020

DAYANANDA SAGAR UNIVERSITY

By:



Name: Dr. A N N Murthy

Title: Vice Chancellor

Date: 3rd Feb, 2020

Witness 1

By:



Name: Deepankar Bhattacharyya

Title: Head - India AEX

Date: 3rd Feb, 2020

Witness 2

By:



Name: Dr. Sanjay Chitnis

Title: Director - Innovation

Date: 3rd Feb, 2020

EXHIBIT A

PURPOSES

1. Create a sustainable partnership between COLLABORATOR and AUTODESK as Industry & Technology partner to enhance the quality of Technical and Design Education in the Institution.
2. **Faculty Development**
 - a. Facilitate engineering and other related disciplines faculty to use digital design pedagogy.
 - b. Expose faculty members to latest industry concepts in engineering disciplines.
 - c. Prepare and benchmark faculty members through continuous training and Autodesk Global Certification programs. Introduce students to frontier digital design technologies thereby improve students understanding and application of concepts.

AREAS OF ENGAGEMENT

1. Setting up of Autodesk Design Lab for Training and Certification purposes in Dayananda Sagar University, Bangalore. AUTODESK agrees to work with COLLABORATOR in setting up an Autodesk Design Lab by granting free* Autodesk software. COLLABORATOR agrees to setup a 30 (THIRTY) seater lab with all necessary infrastructure including Computers with high end configuration to support installation of the software.

*It is clarified that *Free products are subject to the terms and conditions of the end-user license agreement/ Autodesk Terms of Use that accompanies download of the software. Education versions of the software downloaded from Autodesk Academic Resource Center provided for the institutions are intended for classroom or lab use.*

2. Curriculum Development Support

It is expressly agreed by and between AUTODESK and the COLLABORATOR that AUTODESK shall assist the COLLABORATOR in creating the curriculum content for the academic year 2019-20 to 2022-23. AUTODESK shall extend all co-operation to COLLABORATOR to formulate an extensive and suitable curriculum based on AUTODESK'S experience in the field of education gained vide working closely with the student community worldwide.

3. Train the Trainer program

AUTODESK agrees to work with COLLABORATOR to conduct faculty training programs for faculty members of the Institution at Autodesk Bangalore facility. AUTODESK agrees to conduct trainings for identified master trainers from the Institution on the courses that will be launched and develop them into master trainers. The master trainers will then train students on the same.



4. Introduction of Autodesk Academic Partner

AUTODESK agrees to work with COLLABORATOR's academy to launch courses on latest industry trends for students of Engineering disciplines. AUTODESK agrees to introduce its Authorized training partners to support the Institution in delivering latest courses in Engineering disciplines to Students. These courses will be offered by Autodesk Certified Instructors and Autodesk Certified trainers. The courses are developed with the objective to prepare students on latest industry Concepts and be globally competitive. It is agreed and understood by the COLLABORATOR that all financial obligations involving this activity shall be borne by the COLLABORATOR.

5. Courses will include but not limited to:

- a. Digital Design and Make courses for Mechanical and related disciplines.
- b. Building Information Modeling (BIM) for Civil, Architecture and related disciplines*
- c. PCB Design
- d. Analysis and Simulation

* As and when the disciplines are introduced

6. Immersive Learning for Students

The courses are designed to encourage Applied learning where students are evaluated based on understanding concepts and applying product knowledge into application areas. Student project is a representation of technology use in learning and to gain practical knowledge in the domain. COLLABORATOR agrees to facilitate organizing Design Competitions to evaluate understanding and use of Digital tools by students.

7. Continuing Education Courses for Job seekers and Industry professionals

As Autodesk tool provide opportunity to enhance job skills and potential, and also as Dayanand Sagar University, being a university can provide certificates/diplomas, we will like to explore opportunity to jointly offer continuing education courses in appropriate areas.



EXHIBIT B

ACTION ITEMS

1. AUTODESK

- a. **AUTODESK** agrees to support the University in setting up an Autodesk Design lab by providing free* access to Autodesk Software.
- b. **AUTODESK** agrees to provide inputs to frame the content based on the market need.
- c. **AUTODESK** agrees to provide resources either directly or through its channel partners to train master trainers and thereafter supporting **COLLABORATOR** to conduct the courses successfully.
- d. **AUTODESK** agrees to provide courses, learning & training materials to the instructors.
- e. **AUTODESK** agrees to provide support in reviewing the student project.

2. COLLABORATOR

- a. **COLLABORATOR** agrees to setup an exclusive Autodesk Design Lab in the Institution to train students on latest courses on engineering disciplines.
- b. **COLLABORATOR** agrees to identify and nominate master trainers and prepare them to train students on the latest courses.
- c. **COLLABORATOR** agrees to evaluate the progress and review with **AUTODESK** at regular intervals.
- d. **COLLABORATOR** agrees to provide **AUTODESK** with a quarterly progress report.
- e. **COLLABORATOR** agrees to encourage faculty members to use **AUTODESK** tools in their regular learning.

3. AUTODESK AND COLLABORATOR AGREE TO COOPERATE AS FOLLOWS:

- a. An official of **COLLABORATOR** to be nominated by mutual consent will coordinate the activities.
- b. Both the parties shall permit their respective experts to contribute in the teaching training programs conducted by either organization through mutual consent.
- c. Both the parties shall obtain permission from the other prior to the use of respective name and logo in promotional literature and advertising material related. Dayananda Sagar University, Bangalore.



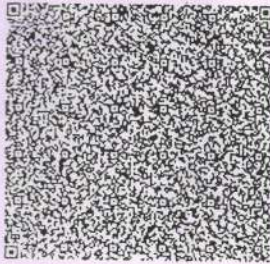


सत्यमेव जयते

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Anil John

PRINCIPAL

College of Physiotherapy
Dayananda Sagar University
Bangalore - 560 078

.....Please write or type below this line.....

!!! ಒಪ್ಪಂದದ ಕಡತ ಈ ಕೆಳಕಂಡಂತೆ ಇರುತ್ತದೆ !!!

ಬೆಂಗಳೂರು ನಗರ ಪಟ್ಟಣ ಅಕ್ಕಪಕ್ಕದ ನವೀನ ಸಭಾಕ್ಷೇತ್ರ, ವಾರ್ಡ್ ನಂ. 154, ಎಸ್.ಆರ್. ಬೆಂಗಳೂರು, ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಆರೋಗ್ಯ ವೃದ್ಧಿ ಕಾರ್ಯ ಏಜೆಂಟ್ ಆಲ್.ಕಾರ್ಯಾಲಯ ಕಡೆಗೆ ಅಸ್ವತ್ತಿಯ ಸುತ್ತಲೂ ಕೊಳಚೆಪ್ರದೇಶಗಳಿದ್ದು ಕಡಬದ ಸರ್ಕಾರಿ ಸಂರಕ್ಷಣೆ ಹಾಗೂ ಸರ್ಕಾರಿಯ ಸಿಟಿ ದೃಷ್ಟಿಯಿಂದ ಸದರಿ ಅಸ್ವತ್ತಿಯ ಕಟ್ಟಡ ಬಂದ ಖನಿಯೋಧರತೆ ಚಕ್ರಾಂತಿಯನ್ನು ಪ್ರಾರಂಭಿಸುವುದು.

Statutory Alert:

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ಸದರಿ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ವಾರದ 6 ದಿನಗಳಂದು ಬೆಳಿಗ್ಗೆ 9:30 ರಿಂದ 12-30 ಗಂಟೆಯವರೆಗೆ ಸಾರ್ವಜನಿಕರಿಗೆ ಸಂಪೂರ್ಣ ಉಚಿತವಾಗಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆ ಸೇವಾ ಸೌಲಭ್ಯವನ್ನು ನೀಡುವುದು.

ಈ ಸಂಬಂಧವಾಗಿ ದಯಾನಂದ ಸಾಗರ ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ ಹಾಗೂ ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಇವರ ಜಂಟಿ ಸಹಭಾಗಿತ್ವದಲ್ಲಿ ಸಾರ್ವಜನಿಕರಿಗೆ ಉತ್ತಮ ಸೇವೆ ಉಚಿತವಾಗಿ ಒದಗಿಸಲು ಈ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾಲಯವನ್ನು ಪ್ರಾರಂಭಿಸಲು ಒಡಂಬಡಿಕೆ ಮಾಡಿಕೊಳ್ಳಲಾಗುವುದು.

ಆಯುಕ್ತರು, ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ, ಬೆಂಗಳೂರು ಇವರನ್ನು ಮೊದಲನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಪ್ರಾಂಶುಪಾಲರು, ದಯಾನಂದ ಸಾಗರ ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ ಮತ್ತು ಪುನರ್ವಸತಿ ಕೇಂದ್ರ, ಬೆಂಗಳೂರು ಇವರನ್ನು ಎರಡನೇ ಪಕ್ಷದಾರರು ಎಂದು ಕರೆಯಲಾಗಿದೆ. ಇವರುಗಳ ಮಧ್ಯೆ ಈ ಕೆಳಗೆ ತಿಳಿಸಿರುವ ಒಡಂಬಡಿಕೆಯು, ಒಪ್ಪಂದದ ದಿನಾಂಕದಿಂದ ಎರಡು ವರ್ಷಗಳ ಅವಧಿಗೆ ಜಾರಿಯಲ್ಲಿರುತ್ತದೆ.

ಮೊದಲನೇ ಪಕ್ಷದಾರರಾದ ಆಯುಕ್ತರು, ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ವತಿಯಿಂದ ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ಒದಗಿಸಬೇಕಾಗುತ್ತದೆ.

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ಎನ್.ಆರ್.ಕಾಲೋನಿ ಹೆರಿಗೆ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಒಂದು ಉತ್ತಮ ದರ್ಜೆಯ ಫಿಸಿಯೋಥೆರಪಿ ವೈದ್ಯಕೀಯ ಚಿಕಿತ್ಸಾ ಕೇಂದ್ರವನ್ನು ಪ್ರಾರಂಭಿಸಲು ಈ ಕೆಳಕಂಡ ಅಪವ್ಯಕ್ತಗಳನ್ನು ನಗರ ಪಾಲಿಕೆಯ ವತಿಯಿಂದ ಒದಗಿಸಲಾಗುವುದು.

1. ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಪ್ರಸ್ತುತ ಎನ್.ಆರ್.ಕಾಲೋನಿ ಹೆರಿಗೆ ಆಸ್ಪತ್ರೆಯ ಕಟ್ಟಡದ ಒಂದು ಕೊಠಡಿಯನ್ನು ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಕ್ಲಿನಿಕ್ ಪ್ರಾರಂಭಿಸಲು ಒದಗಿಸಲಾಗುತ್ತದೆ.
2. ಪಾಲಿಕೆಯ ಖಾಯಂ ಸಿಬ್ಬಂದಿ ವರ್ಗದ ನಾಲ್ಕನೇ ದರ್ಜೆಯ ಒಬ್ಬ ನೌಕರರನ್ನು ಸೇವೆಗಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.
3. ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸಾ ಕ್ಲಿನಿಕ್ ಕೊಠಡಿಗೆ, ನಿರಂತರ ವಿದ್ಯುಚ್ಛಕ್ತಿ ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ವ್ಯವಸ್ಥೆ ಒದಗಿಸಲಾಗುತ್ತದೆ.
4. ಎನ್.ಆರ್.ಕಾಲೋನಿ ಹೆರಿಗೆ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಸೇವಾಶುಲ್ಕದ ಹಣವನ್ನು ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಉಪಯೋಗಿಸಲು ಬರುವುದಿಲ್ಲ. ಅದಕ್ಕಾಗಿ ಪ್ರತ್ಯೇಕ ಮಾರ್ಗಸೂಚಿಗಳನ್ನು ನೀಡಲಾಗಿರುತ್ತದೆ.
5. ಫಿಸಿಯೋಥೆರಪಿ ಕ್ಲಿನಿಕ್‌ನ ಅಭಿವೃದ್ಧಿಗೆ ಸಂಬಂಧಿಸಿದಂತೆ, ತ್ರೈಮಾಸಿಕ ಸಭೆಯನ್ನು ವಲಯದ ಆರೋಗ್ಯಾಧಿಕಾರಿಗಳ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ನಡೆಸುವುದು. ಸದರಿ ಸಂಸ್ಥೆಯ ವೈದ್ಯರು, ಉನ್ನತ ಅಧಿಕಾರಿಗಳು, ಎನ್.ಆರ್.ಕಾಲೋನಿ ಹೆರಿಗೆ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ವೈದ್ಯರುಗಳು ಸಕ್ರಿಯವಾಗಿ ಭಾಗವಹಿಸಿ ಸಮಸ್ಯೆಗಳನ್ನು ಚರ್ಚಿಸುವುದು ಹಾಗೂ ಅಭಿವೃದ್ಧಿಗೆ ಕಾಲಕಾಲಕ್ಕೆ ಮಾರ್ಗಸೂಚಿಗಳಲ್ಲಿ ಬದಲಾವಣೆ ತರುವುದು.

ಎರಡನೇ ಪಕ್ಷದಾರರಾದ, ಪ್ರಾಂಶುಪಾಲರು, ದಯಾನಂದ ಸಾಗರ ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ ಮತ್ತು ಪುನರ್ವಸತಿ ಕೇಂದ್ರದವರು ಈ ಕೆಳಕಂಡಂತೆ ಸೇವೆಗಳನ್ನು ನೀಡಲು ಒಪ್ಪಿರುತ್ತಾರೆ.

ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಪ್ರಸ್ತುತ ಎನ್.ಆರ್.ಕಾಲೋನಿ ಹೆರಿಗೆ ಆಸ್ಪತ್ರೆಯ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗಾಗಿ ಬರುವ ಸಾರ್ವಜನಿಕರಿಗೆ ಸಂಪೂರ್ಣ ಉಚಿತವಾಗಿ ಸೇವೆ ಒದಗಿಸುವ ಸಂಬಂಧ ಕನಿಷ್ಠ 3 ವರ್ಷಗಳ ಅನುಭವವುಳ್ಳ ನುರಿತ ಫಿಸಿಯೋಥೆರಪಿ ತಜ್ಞರು ಹಾಗೂ ಸಹಾಯಕ ಫಿಸಿಯೋಥೆರಪಿ ತಜ್ಞರುಗಳ ಸೇವೆಯನ್ನು ಉಚಿತವಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.

1. ಮೂಳೆಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಕಾಯಿಲೆಗಳಿಗೆ ಫಿಸಿಯೋಥೆರಪಿ:

(ಉದಾ: Neck Pain (Spondylosis), Back Pain (Disc Prolapse, Sciatica etc), Shoulder Pain, Elbow Pain, Wrist & Fingers Pain, After Ligament Injuries, Ankle Sprain & Heel Pain, Hip & Knee Pain, Muscle Injuries Like Hamstring, Planter Fasciitis and Foot problems, Rheumatoid Arthritis, Joint Stiffness after fracture and dislocation, After orthopedic surgery, Sports injuries and improving performance, Hand injuries and after hand surgeries, Wound healing, Dupuytren's Contracture.

2. ಮಿದುಳು ಮತ್ತು ತರಗಲಿಗೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ

(ಉದಾ: Paralysis (Stroke, Spinal cord Injury), Parkinsons, Nerve Injuries and muscle weakness, Balance problem (cerebellar lesion), Multiple sclerosis, Walking problems, Bedridden patients, Bell's and facial palsy (Face paralysis).

PRINCIPAL

College of Physiotherapy
Ananda Sagar University
Bangalore - 560 078

3. ಮೂತ್ರ ಕೋಶಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ
4. ಮಕ್ಕಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ
(ಉದಾ: Muscular Dystrophy, Cerebral Palsy, Difficulty in walking Club foot, Congenital Dislocation of Hip (CDH), Congenital Talipes Equino varus (CTEV), Erbs Palsy, Klumpkies palsy, Poliomyelitis, Limb Shortening.
5. ಬೊಜ್ಜು, ಸ್ಥೂಲಕಾಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ.
6. ವಯೋವೃದ್ಧರಿಗೆ ಸಂಬಂಧಿಸಿದ ಫಿಸಿಯೋಥೆರಪಿ.
7. ಹೃದಯದ ಶಸ್ತ್ರಚಿಕಿತ್ಸೆ, ಇನ್ನಿತರೇ ಶಸ್ತ್ರಚಿಕಿತ್ಸೆಯ ನಂತರದ ಫಿಸಿಯೋಥೆರಪಿ.
8. ಶ್ವಾಸಕೋಶದ ತೊಂದರೆಗಳಿಗೆ ಫಿಸಿಯೋಥೆರಪಿ.
9. ಸಕ್ಕರೆ ಖಾಯಿಲೆ ರೋಗಿಗಳಲ್ಲಿ ಗಾಯಗಳ ಶೀಘ್ರ ಒಣಗುವಿಕೆಗೆ ಫಿಸಿಯೋಥೆರಪಿ.
10. ಗರ್ಭಿಣಿ ಸ್ತ್ರೀ ಮತ್ತು ಬಾಣಂತಿಯರಿಗೆ ವ್ಯಾಯಾಮ ಇತ್ಯಾದಿಗಳ ಫಿಸಿಯೋಥೆರಪಿ.

ಈ ಒಡಂಬಡಿಕೆ ಅಡಿಯಲ್ಲಿ ಎನ್.ಆರ್.ಕಾಲೋನಿ ಹೆರಿಗೆ ಆಸ್ಪತ್ರೆಯಲ್ಲಿ ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗಾಗಿ ಬೇಕಾಗುವ ಎಲ್ಲಾ Equipment and Instruments ಗಳನ್ನು ಒಪ್ಪಂದ ಮುಗಿಯುವವರೆಗೂ ಉಚಿತವಾಗಿ ಒದಗಿಸಲಾಗುತ್ತದೆ.

ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗಾಗಿ ಬರುವ ಸಾರ್ವಜನಿಕರಿಗೆ ಸಂಪೂರ್ಣ ಉಚಿತವಾಗಿ ತಜ್ಞ ಫಿಸಿಯೋಥೆರಪಿಸ್ಟ್ ತಜ್ಞರುಗಳ ಸೇವೆಗಳನ್ನು ನೀಡಲು ದಯಾನಂದ ಸಾಗರ ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ ಪ್ರಾಂಶುಪಾಲರು ಒಪ್ಪಿರುತ್ತಾರೆ. ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಬೇಕಾಗುವ ಇನ್ನಿತರೇ ಸಾಧನ ಸಾಮಗ್ರಿಗಳ (consumables) ವೆಚ್ಚವನ್ನೂ ಸಹ ಸದರಿ ಸಂಸ್ಥೆಯವರೇ ಭರಿಸಲು ಒಪ್ಪಿರುತ್ತಾರೆ.

ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆ ಸಮಯದಲ್ಲಿ/ ಚಿಕಿತ್ಸೆ ನಂತರ ಯಾವುದೇ ತೊಡಕುಗಳು ಉದ್ಭವಿಸಿದಲ್ಲಿ ಏರಡನೇ ಪಕ್ಕದಾರರಾದ ದಯಾನಂದ ಸಾಗರ ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ ಸಂಸ್ಥೆಯವರೇ ನೇರ ಜವಾಬ್ದಾರರಾಗಲು ಒಪ್ಪಿರುತ್ತಾರೆ.

ಫಿಸಿಯೋಥೆರಪಿ ಚಿಕಿತ್ಸೆಗೆ ಸಂಬಂಧಿಸಿದಂತೆ ಮಾಸಿಕ ವರದಿಗಳು ಹಾಗೂ ಇತರೇ ವಿಷಯಗಳ ವರದಿಗಳನ್ನು ಆಡಳಿತಾತ್ಮಕ ವೈದ್ಯಾಧಿಕಾರಿಗಳು. ಎನ್.ಆರ್.ಕಾಲೋನಿ ಹೆರಿಗೆ ಆಸ್ಪತ್ರೆರವರ ಮುಖಾಂತರ ಮಲಯದ್ದು ಆರೋಗ್ಯಾಧಿಕಾರಿಗಳಿಗೆ (ಕ್ಲಿನಿಕಲ್) ಕಾಲಕಾಲಕ್ಕೆ ತಲುಪಿಸುವುದು.

ಪ್ರಸ್ತುತ ಈ ಒಪ್ಪಂದದ ಕರಾರನ್ನು ಎರಡು ವರ್ಷಗಳಿಗೆ ಮಾಡಿಕೊಳ್ಳಲು ತೀರ್ಮಾನಿಸಿದೆ. ಯಾವುದೇ ಸಮಯದಲ್ಲೂ ಸದರಿ ಒಡಂಬಡಿಕೆಯನ್ನು ರದ್ದುಪಡಿಸುವ ಅಧಿಕಾರವನ್ನು ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಕಾಯ್ದಿರಿಸಿಕೊಳ್ಳಲಾಗಿರುತ್ತದೆ.



ಪ್ರಾಂಶುಪಾಲರು 22/10/2019

ದಯಾನಂದ ಸಾಗರ ಕಾಲೇಜ್ ಆಫ್ ಫಿಸಿಯೋಥೆರಪಿ ಮತ್ತು ಮನವರ್ಧನ ಕೇಂದ್ರ

PRINCIPAL

College of Physiotherapy
Dayananda Sagar University
Bangalore - 560 078.

ಬಂಜೆ ಅಯ್ಯಪ್ಪರು (ಆರೋಗ್ಯ)
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ
ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ



College of Physiotherapy
Dayananda Sagar University
Bangalore - 560 078

Received on
23/10/2020
Weena S.W.

MEMORANDUM OF UNDERSTANDING

between

BETA CAE Systems India Pvt. Ltd.

and

Dayananda Sagar University

BETA CAE Systems India Pvt. Ltd.

No.9/1, 1st Floor, Tejas Arcade,
Opp St. Theresa Hospital, 1st Main Road,
Dr Rajkumar Road, Rajajinagar,
Bengaluru 560010, India
CIN U72200KA2012PTC065455

T +91 80 664 93 400

info@beta-cae.in
www.beta-cae.in





Memorandum of Understanding

This Memorandum of Understanding is executed on the 29th day of October, 2021
by and between

BETA CAE Systems India Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 2013, represented by its Chief Executive Officer, Mr. Stavros Kleidarias, hereinafter referred to as "The Company" (which term shall, unless repugnant to the context or subject matter thereof mean and include its legal representatives, partners, subsidiaries, permitted assigns and successors-in-interest) OF THE ONE PART

AND

Dayananda Sagar University, having its registered office at Hosur Main Road, Bangalore, hereinafter referred to as "The Institute" (which term shall, unless repugnant to the context or subject matter thereof mean and include its legal representatives, partners, subsidiaries, permitted assigns and successors-in-interest) OF THE OTHER PART

WHEREAS

1. The Company is engaged in the business of research, development and distribution of computer aided engineering software solutions.
2. The Institute is a not for profit organisation that is engaged in the field of providing education and training in subjects such as civil engineering, mechanical engineering, etc.
3. The Institute has invited and requested the Company to support its efforts in the holistic training of its students and faculties alike by sharing the Company's experience in its field of industry.
4. Accordingly, the parties wish to execute a non-binding instrument outlining their respective voluntary understanding of how the significant industry expertise and experience of the Company can compliment the activities of the Institute.

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NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS

1. *Identification of Collaboration avenues*

- a. The Institute and the Company may explore opportunities to conduct academic conferences, seminars and workshops in order to compliment and enhance the skill set of the Institute's students in the field of Computer Aided Engineering (CAE).
- b. The Company and the Institute may further identify and formulate appropriate programs to train the students of the institute acquire practical skills to compliment their academic foundations with the purpose of improving their employment potential.
- c. The Company and the Institute may also nominate persons who will act as their respective points of contact with each other in furtherance to this MoU.
- d. In the event the Institute contemplates and formulates a mentorship program in the field of Computer Aided Engineering, it is at liberty to seek the support and expertise of the Company to mentor students enrolled into its mentorship program.
- e. Both parties will endeavour to identify areas for research and development on which the personnel of the Company and the academic resources of the Institute including its students and faculty can jointly identify research problems and work towards solutions for the same.
- f. The Company and the Institute may also formulate a publication program whereby the Company can work with the Institute's personnel to develop and publish academic papers relevant to the Company's field of activity.
- g. The Institute may enlist the help of the Company to formulate projects for the students to undertake as part of their academic programs and curriculums.

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2. *Confidentiality and Publication Policies*

- a. Within 90 (ninety) days of executing this Memorandum of Understanding, the parties will execute a Non Disclosure Agreement (NDA) in the format enclosed as per ANNEXURE-A, subject to which the Company will be able to render assistance to the Institute in terms of this MoU.
- b. Furthermore, the Company and the Institute will jointly develop an editorial policy and a publication policy setting out, among other things,
 - i. The ethical framework such as respect for third party intellectual property rights in all work undertaken by the parties pursuant to this MoU.
 - ii. The quality standards expected of all work undertaken by the Institute and its personnel including faculty and students while participating in any skill development programs, workshops, publication efforts or any other activity pursuant to this MoU.
 - iii. Setting up a publication committee to review all proposed publications and to approve the same in writing, failing which no work involving the participation of the Company or its ideas or Intellectual Property may be published.
- c. The parties agree that pending the execution of the Non Disclosure Agreement, neither party shall convey any confidential information to the other.
- d. Furthermore, pending the completion of the activities described in sub clause (b) above, the Institute shall not publish any material involving either the Company or its intellectual property including patents, trademarks, know-how, algorithms, software code, trade secrets, statistical models and methods, designs, drawings, etc., without the express written approval of the Company.



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3. *Intellectual Property Rights*

- a. Unless a specific agreement is executed in writing, the parties agree that neither party by virtue of executing this MoU or doing any act, deed or thing pursuant thereto shall convey any of its intellectual property rights in favour of the other.
- b. In the course of undertaking any activity in terms of this MoU, if the parties intend to create any intellectual property rights or undertake any transactions in intellectual property rights, they shall execute a separate agreement for the said purposes.
- c. Pending the execution of such an agreement, neither party can use any patents, trademarks, copyright, trade secrets, know-how or any other form of intellectual property belonging to the other, unless the same is expressly authorised in writing by the party having ownership over the same.

4. *General*

- a. This MoU is valid for a term of 1 (one) year only.
- b. Except the provisions of clause 2 (c) and (d) and clause 3 of this MoU, no other provision of this MoU shall qualify as a binding agreement or contract between the parties.
- c. Since clause 2 (c) and (d) and the provisions of clause 3 of this MoU are binding, the same may be terminated by either party with or without assigning any reasons with prior written notice of 90 (ninety) days in writing. However, all obligations and rights accrued prior to such termination will remain enforceable.
- d. This MoU shall be governed by the laws existing in force in India and the State of Karnataka. The provisions of this clause are binding and enforceable.



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- e. The court(s) of law at Bengaluru, Karnataka shall have exclusive jurisdiction over this MoU.
- f. Any notices under this MoU shall be sent to the parties by email and speed post acknowledgement due only at their respective addresses below:

Institute:

- i. *Name:*
Dayananda Sagar University
- ii. *Email:* chairman-me@dsu.edu.in
- iii. *Designation:* Chairman Mechanical
- iv. *Address:* Hosur Main Road, Kudlu gate, Bangalore -560114



Company:

- i. *Name:*
Stavros Kleidarias
- ii. *Email:*
sales@beta-cae.com
- iii. *Designation:*
CEO
- iv. *Address:*
9/1, Tejas Arcade,
Dr Rajkumar Rd, Rajajinagar, Bengaluru, 560010
Karnataka

physics on screen

A handwritten signature in black ink, appearing to be "RSM".

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- g. This MoU shall not be amended or modified unless in writing and duly signed by the authorised representatives of both parties. This clause shall be binding and enforceable.
- h. This MoU is executed in duplicate, the original of which is in the custody of the Company, the duplicate of which shall be in the custody of the Institute, but shall, taken together constitute a single understanding between the parties.
- i. If either party undertakes any acts, deeds, things or omission or alters its position pursuant to a provision of this MoU that is not specifically identified as binding and enforceable within this MoU, then such act, deeds or things or omission or the alteration of its own position by the party shall be at such party's own risks and shall not result in any binding and enforceable rights or obligations arising to such a party.

IN WITNESS WHEREOF, the parties hereby confirm their respective voluntary understanding of the contents of this MoU on the date, month and year first above written.

INSTITUTE	COMPANY
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Dr. Vinayak. B. Hemathi

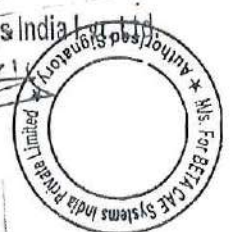
Chair
Department of Mechanical Engineering,
Sri Ramana Murthy Institute of
Technology, Ramana Murthy University,
Kudla Gate, Hosur Main Road,
BENGALURU - 560 068.



STAVROS KATIDARLAS

For M/s. BETA CAE Systems India Pvt. Ltd.

Director





DAYANANDA SAGAR UNIVERSITY

SCHOOL OF ENGINEERING

Hosur Main Road, Kudlu Gate, Bangalore – 560 114. (India)
E-mail : admin-se@dsu.edu.in

MEMORANDUM OF UNDERSTANDING



DAYANANDA SAGAR UNIVERSITY

Hosur Main Road, Kudlu Gate,
Begur Hobli
Bangalore-560068

AND

rexroth
A Bosch Company

Bosch Rexroth India Private Limited

Survey No.26/2 & 27/2, Kenchenahalli Village, Kengeri Hobli,
South Taluk, Bengaluru, Karnataka 560059

Date: 10/12/2020



DAYANANDA SAGAR UNIVERSITY

SCHOOL OF ENGINEERING

Hosur Main Road, Kudlu Gate, Bangalore - 560 114. (India)
E-mail : admin-se@dsu.edu.in

MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding is made this day (10/12/2020)

BETWEEN

Bosch Rexroth India Private Limited

Survey No.26/2 & 27/2, Kenchenahalli Village, Kengeri Hobli, South Taluk, Bengaluru, and
Karnataka 560059

AND

DAYANANDA SAGAR UNIVERSITY

Hosur Main Road, Kudlu Gate,
Begur Hobli
Bangalore-560068

Dayananda Sagar University imparting Education in different fields of Engineering, and in particular both at the Undergraduate and Post Graduate levels since 2015 (hereinafter referred to as **DSU**) represented by its Chairman of the second part.

Whereas **DSU** is interested in Academic-Industry interaction with the purpose of Disseminating Engineering knowledge, to Industry personnel, in the form of offering all Engineering courses useful to them in their places of avocation.

Offering training programs of short-term duration or refresher courses of importance to the industry which will facilitate them to handle their day to day tasks in a much more efficient manner.

- To issue certificates of merit and scrolls of honour to all the personnel successfully completing the training programs
- To invite speakers of eminence from Industry to participate in Guest Lecturers / Seminars / Workshops etc

Whereas Bosch Rexroth India Private Limited has the industry personnel, the potential and the type of activity matching with the interests of **DSU**

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DAYANANDA SAGAR UNIVERSITY

SCHOOL OF ENGINEERING

Hosur Main Road, Kudlu Gate, Bangalore - 560 114. (India)
E-mail : admin-se@dsu.edu.in

And whereas DSU has approached Bosch Rexroth India Private Limited to utilize its services in terms of dissemination of knowledge in the field of Automation in its various forms as stated before.

Whereas Bosch Rexroth India Private Limited is agreeable to the use of services offered by DSU in the field of Education/training all Engineering Departments and also utilize DSU's spare capacity available for testing some of its products and is agreeable to train DSU Staff personnel in its premises and to participate in all the developmental activities of DSU from time to time.

Whereas Bosch Rexroth India Private Limited has the necessary expertise in Hydraulics and its assembly facilities to train DSU Personnel.

NOW THIS AGREEMENT WITNESSETH

A) DEFINITIONS:

"Disseminating Knowledge" means to disperse throughout or to spread widely knowledge which is a rare commodity.

"Places of avocation" means places of occupation or work on a day to day basis.

"Premises" means offices, both administrative and sales, workshops of Bosch Rexroth India Private Limited

"Personnel" of DSU and Bosch Rexroth India Private Limited includes persons authorized in writing by DSU and Bosch Rexroth India Private Limited respectively and persons accompanying such personnel.

"Spare capacity available for testing work" means capacity available for outside work over and above in house needs.

H. Zaar



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B) TERMS AND CONDITIONS:

- Bosch Rexroth India Private Limited shall train **DSU** staff personnel against a request placed by **DSU** on Bosch Rexroth India Private Limited on a mutually agreed rate.
- **DSU** shall agree to train Bosch Rexroth India Private Limited personnel against a request placed by Bosch Rexroth India Private Limited on **DSU**
- **DSU** shall take up testing work of Bosch Rexroth India Private Limited jobs (if any) when spare capacity is available in its premises on a case by case basis.
- Charges for testing spare capacity jobs shall be on a mutually agreed rate and shall be in written orders.
- Bosch Rexroth India Private Limited shall render assistance to **DSU** Students in terms of Project fixing and its completion for the graduating senior students of the under graduate program in Engineering and also for Post Graduate students if possible, against a request made by **DSU** on a case by case basis.
- Bosch Rexroth India Private Limited shall try to render assistance to **DSU** Students in terms of providing internship opportunity to the UG / PG levels for students, Job training for students at the UG / PG levels and placement of students both at the UG and PG Levels.
- Costs (if any) incurred by students of **DSU** in terms of successful completion of their projects at Bosch Rexroth India Private Limited, shall be borne by them individually as far as possible or by **DSU** and this shall not be the responsibility of Bosch Rexroth India Private Limited under any circumstances. **DSU** can work out a separate arrangement with the students to this effect.
- This agreement shall take effect from the date on which Bosch Rexroth India Private Limited commences training **DSU** staff personnel and vice versa and shall be valid initially for a period of twelve months subject to renewal by mutual consent.
- Bosch Rexroth India Private Limited shall not be liable for any damages, consequential or otherwise while getting its personnel trained at **DSU** and the same shall be true of **DSU** personnel getting trained at Bosch Rexroth India Private Limited.
- Any disputes under this MOU shall be adjudicated solely under the jurisdiction of the competent courts of Ahmedabad. However, before resorting to settlement of disputes by way of courts, the parties agree to expend all reasonable effort to resolve the dispute through amicable means.

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J. Tare

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DAYANANDA SAGAR UNIVERSITY

SCHOOL OF ENGINEERING

Hosur Main Road, Kudlu Gate, Bangalore – 560 114. (India)
E-mail : admin-se@dsu.edu.in

C) COVENANTS OF Bosch Rexroth India Private Limited

- Bosch Rexroth India Private Limited will train **DSU** staff personnel against a specific request placed by **DSU** on Bosch Rexroth India Private Limited on a mutually agreed rates
- The actual use of all facilities at Bosch Rexroth India Private Limited will be at the discretion and control of Bosch Rexroth India Private Limited.
- Bosch Rexroth India Private Limited will render assistance (of non-monetary benefits) for successful completion of projects of eighth semester Engineering students and Post Graduate students in Engineering (if possible) in its premises.
- Bosch Rexroth India Private Limited will render all possible assistance in the developmental activities of **DSU**
- Bosch Rexroth India Private Limited will carry out testing of its product at **DSU** if sufficient spare capacity is available at **DSU** for its products and these shall be at mutually agreed rates.
- Bosch Rexroth India Private Limited will render all possible assistance to **DSU** in terms of sponsoring Seminars/Workshops/Guest Lectures on mutually agreed and mutually beneficial topics of importance in the fields of Automation on a mutually agreed rate.

D) COVENANTS OF DAYANANDA SAGAR UNIVERSITY

- **DSU** shall disseminate knowledge in the fields of Mechanical Engineering by offering courses, give training and / or offer Refresher courses of Industrial importance to personnel from Bosch Rexroth India Private Limited.
- **DSU** shall carry out all testing work for any spare capacity available in their premises at a mutually agreed price between Bosch Rexroth India Private Limited and **DSU**
- **DSU** shall take all active interest in the overall development of personnel in Bosch Rexroth India Private Limited in terms of Training, Development, Consultation (Technical) so on and so forth.
- **DSU** shall provide the names of its staff personnel to be trained at Bosch Rexroth India Private Limited and Bosch Rexroth India Private Limited shall inform **DSU** about the same

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E) JOINT CERTIFICATION CENTER:

- DSU will provide their center facility for conducting training program for Bosch Rexroth Customers
- Training Facility provided by DSU includes Training Equipments / Training Kits, Training Material (CD's / DVD's / Notebooks / Pens etc.), Refreshments & Lunch for participants during the training program & Laboratory facilities
- Training Program for Bosch Rexroth customers will be conducted on chargeable basis with 80-20 % revenue sharing model
- If the training program is conducted by Trainers from DSU, 80% training revenue share will go to DSU & 20% share will go to Bosch Rexroth
- If Bosch Rexroth Trainers conduct the Training Program, 80% Training revenue will go to Bosch Rexroth & 20% share will go to DSU.
- Training Program will be conducted only with Minimum Batch Size of 10 & Maximum Batch Size of 25 participants
- Training Programs to be conducted as per Training Calendar only
- Training Fees per participant for a particular course & duration of the course will be decided mutually by Bosch Rexroth & DSU

For Dayananda Sagar University

For Bosch Rexroth (India) Private Limited


Dr. K.N.B. Murthy







Vice Chancellor

Mr. Virupakshappa H.K.
General Manager

Dayananda Sagar University
Vice Chancellor
Dayananda Sagar University
School of Engineering
Kudlu Gate, Hosur Main Road
Bangalore - 560 114

Bosch Rexroth (India) Private Limited

Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on 21st Oct 2021 by and between:

- I. **Capgemini Technology Services India Limited**, a company incorporated under the Companies Act, 1956 with its office at Plot No. 14, Rajiv Gandhi Infotech Park, Hinjewadi Phase-III, MIDC-SEZ, Village Man. Taluka Mulshi, Pune – 411057 Maharashtra (hereinafter referred to as “CAPGEMINI” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates,

AND

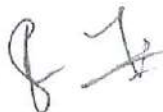
- II. **Dayananda Sagar College of Engineering and Dayananda Sagar University**, located at Bangalore hereinafter referred to as the “Institution / University” which expression shall unless excluded by or repugnant to the context, be deemed to mean and include its successors-in-interest, assigns and affiliates).

CAPGEMINI and The Institution are also referred to as the “Parties” in the collective and as the “Party” in the singular.

1. This MOU between CAPGEMINI and Institution is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent (“Collaboration”). The Collaboration hereunder shall commence on 21st Oct 2021 and will be valid for 2 years from the date of commencement. The educational programs conducted under this Collaboration will offer an opportunity: (Refer Annexure I)
2. Either party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
4. Institution agrees to unconditionally grant CAPGEMINI a preferential status for recruiting its students from the campus.
5. The parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each party shall bear their respective expenses incurred under this Collaboration.
6. Neither party shall:
 - a) Infringe the intellectual property belonging to the other party
 - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
 - c) Be or represent itself as a representative of the other
 - d) Create any liability for the other

The parties shall keep the other indemnified against the breach of this clause.

7. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties’ trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision



technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

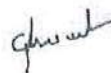
Both Parties agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by either Parties for any purpose other than for rendering Services under this MoU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Services under this MoU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Services under this MoU have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this MoU) to ensure either Parties Confidential Information disclosed under this MoU is protected from unauthorized use and disclosure. Both Parties hereby assumes full liability for the actions of its Personnel who have access to the Confidential Information provided by each other and agrees that it shall be liable for all such actions as though those actions were the actions of the other.

Save as permitted in clause above:

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
- the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
- use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.

Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

8. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MoU or any other obligations undertaken under the terms of this MoU.
9. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable CAPGEMINI policies when working on CAPGEMINI premises with regard to Collaboration. The Institution agrees to keep CAPGEMINI fully indemnified against any unlawful activity or breach of instructions from CAPGEMINI by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.
10. All or any dispute arising between the parties in respect of this MoU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.



11. This MoU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.

12. This MoU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MoU on this date, month and year first above written:

Accepted for and on behalf of Capgemini
Technology Services India Limited

Accepted for and on behalf of Dayananda Sagar
College of Engineering and Dayananda Sagar
University

Signed: [Signature]

Signed: [Signature]

Name: EVP EMD - Capgemini

Name: Dr. C.P. S. PRAKASH

Position: MANAGING DIRECTOR

Position: Principal

Date: 21/10/2021


Date: 21.10.2021

Technical Publications Center of Excellence (CoE)**Commitments from Capgemini:**

- Orient Faculty members to Technical Publications in Aerospace through Two day faculty development program once in a year on Technical Publication technology road map and developmental skills
- Provide assistance and feedback for the Technical Publications course curriculum and suggest enhancements
- Conduct orientation / awareness sessions for students on Technical Publication technologies and career opportunities
- Subject matter experts of Capgemini would interact with students as per College curriculum and availability of students under this MoU, to enhance learning of Technical Publications skills
- Provide internship opportunities to qualified students scoring more than 85% in Technical Publications course theory for completing the Technical Publications Tools & On Job Trainings
- Deliver a guest lecture on leading technologies or mutually agreed topics subject to expert's availability – once a year / once per batch of students
- Capgemini will hire those interns demonstrating more than 95% in Right First time during the On Job Training. However, the number of interns will be restricted as per the business needs only.
- Provide opportunity for Institute's Students and Faculties to participate in Capgemini's Tech Fiesta
- Interns will be paid as per Capgemini Policy

Commitments from the Institute

- Closely work with Capgemini Relationship Sponsor to agree on Engagement Charter
- Agree on dates, topics, time slots for Guest Lecture, Faculty Development Program (FDP) and other related activities
- Invest in infrastructure required and related underlying software (Server, Database) to set up Technical Publication CoE and extend license access to Capgemini as needed at the campus
- Ensure the necessary update/AMC of the Technical Publications software as needed to ensure the latest version of the software are made available for the CoE
- Ensure Capgemini Academy training is made available to the students as part of their course
- The Physical infrastructure of the Technical Publications CoE will be maintained and managed by the institution.
- Invest, Train and develop Institute's faculty for Technical Publications course curriculum and the necessary Technical Publications software trainings are extended to them
- Encourage Students to actively participate in all engagement activities and provide necessary software development skills - like AR, VR, AI, IA, API or any other future tech we adopt- for them to facilitate Next gen Technical Publications career
- Invite Capgemini representatives to participate in College's Technical seminars/events
- Enabling students towards "creation of thought leadership or Papers for publishing in journals" as one of the explorations on new areas we jointly agree on.
- Involving selected students / Teaching Staff for developing Proof of Concept (POC) using college infra/environment and with a clear joint ownership of the POC



- Include Cappgemini representatives on the Advisory board/Committee to give input on Curriculum and the CoE roadmap.
- Support during Campus hiring drives and provide preferential hiring slot to have access to 90% of campus pool
- Provide extensive support to launch new initiatives from Cappgemini, for continuous improvement
- College management must coordinate until the campus select / Intern student joins the service with Cappgemini

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Handwritten signature

27/10/2020

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**



DAYANANDA SAGAR UNIVERSITY

And



**M/S CLENV Pvt. Ltd.,
BENGALURU – INDIA**

DAYANANDA SAGAR UNIVERSITY situated at Kudlu Gate, Hosur Main Road, Begur Hobli, Bengaluru, Karnataka, India, 560058 and Dental Block, Shavige Malleshwara Hills, Kumaraswamy layout, Bangalore, Karnataka, India, 560078 (henceforth referred to as DSU) and M/S CLENV PRIVATE LIMITED, a startup registered under state of Karnataka (Ref. No.), India having registered office at 408, CITA Building, 2nd Floor, 1st C Cross, 7th Block, Koramangala, Bangalore, Karnataka, India, 560059 (henceforth referred as "Partner"), collectively called as "Parties" or "either party" have entered into a Memorandum of Understanding ("MoU") between both the parties to collaborate with each other under the broad terms depicted and signed by respective parties authorized representative under this MOU on Date 27/10/2020 at place Bengaluru, Karnataka.

Background:

Earlier, Mr. Faisal Nayaab, Director of the Company and DSU had signed an MoU to carry out certain research and development ("R&D") work related with company vision. Under this, a proof-of-concept device was developed by DSU for capturing of Carbon Dioxide (CO₂) directly from the atmosphere. Since live monitoring of greenhouse gases is an essential need for implementation of our implementation plans, accomplishing the same using an airborne platform provides a practical solution. Since these areas are in the Vision of M/S CLENV Pvt. Ltd. based on the experience gained, CLENV now proposes to utilize the device and the technologies developed by DSU for airborne remote monitoring of greenhouse gases and particulate matter. CLENV is also interested in undertaking the aspects related to production, marketing, installation, commissioning and maintenance of the device.

For CLENV PVT. LTD.
Faisal Nayaab
27/10/20
Director

Futtahalli
27/10/2020
Registrar
Dayananda Sagar University
Bangalore

- f. Providing employment on preferential basis to DSU students participating in the development of device, wherever possible

Financial Agreement:

1. Sharing of IPR

Costs towards filing of any patents to protect the IPRs arising during the development of the device will be shared by the Company along with DSU, based on a separate financial Agreement.

2. Transfer of Technology

DSU shall transfer the technology to the Company based on a separate financial Agreement.

Usage of Brands, affiliation and other Information

As with any trusted and valuable partnership, both the parties agree to allow usage of their brand names, product names, publicly available or mutually agreed information pertaining to businesses, either parties' personnel names, affiliations, designations, testimonials, videos and/photos etc.

Duration of MoU:

This memorandum of understanding (MoU) is initially signed for a period of 5 (five) years and may be renewed further by mutual written agreement between both the parties.

Entry into Force:

The Memorandum of Understanding will enter into force upon signature by the Parties.

Termination of MoU:

Each Party shall have the right to terminate the Memorandum of Understanding by giving [six] - months' written notice in writing to the other Party at any time. If the Memorandum of Understanding is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

Amendment to MoU:

The Memorandum of Understanding may be modified or amended by written agreement between the Parties.

Signatures:

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the CLENV PRIVATE LIMITED and of DAYANANDA SAGAR UNIVERSITY, respectively, have on behalf of the Parties signed the present Memorandum of, at Bengaluru, this Twenty Seventh day of October 2020.

For M/S CLENV PRIVATE LIMITED
Signature:

For DAYANANDA SAGAR UNIVERSITY
Signature:

For CLENV PVT LTD.

Name: Faisal Nayaab

Title: Director

Date: 27/10/2020

Place: Bangalore

Name: Dr. Puttamadappa C

Title: Registrar

Date: 27/10/2020

Place: Bangalore



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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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STAMP DUTY

KARNATAKA



**The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.**

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Registrar
Jayanagar, Bangalore
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(GST EXTRA)

AGREEMENT OF COOPERATION

This **Agreement of Cooperation** (hereinafter referred to as the "**Agreement**") is entered into and executed at Bangalore, Karnataka, India, on this 31st day of March, 2018 (hereinafter referred to as the "**Effective Date**") by and between:-

Miles Publications Private Limited, a Private Limited Company duly incorporated and registered in India under the Companies Act, 2013, bearing Corporate Identification No. U22222AP2013PTC085437 and having its Registered Office situated at 38-8/2, Chenna Reddy Nagar, Gandhinagar, Hyderabad 500037 (hereinafter referred to as the "**Miles**", which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **FIRST PART**.

AND

Dayananda Sagar University, situated at Shavige Malleshwara Hills, Kumaraswamy layout, Bangalore-560078, India (hereinafter referred to as "**DSU**", which expression shall unless it be repugnant to the context or meaning hereof, be deemed to mean and include its successors, administrators, executors, representatives and permitted assigns) of the **SECOND PART**.

1

(Handwritten signatures)



For the purposes of this Agreement, "Miles" and "DSU" have been individually referred to as a "Party" and collectively as "Parties".

WHEREAS:

1. Miles is the official partner of Institute of Management Accountants, US (hereinafter referred to as "IMA"), and Wiley India Pvt. Ltd. (hereinafter referred to as "Wiley") to provide CMA training across India using the IMA-licensed Wiley CMA-excel Learning System (hereinafter referred to as the "Wiley CMA Study Material") and Miles' proprietary CMA training videos and notes (hereinafter referred to as the ("Miles CMA Training Aids") and all these partner parties are jointly referred to herein as "Participating Associates".
2. DSU is an educational institution, and is desirous to enter into this present Agreement with Miles to impart training on Certified Management Accountant (CMA), US, on a non-exclusive basis, as per the terms and conditions of this Agreement at its campuses.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby actually acknowledged), the Parties with intent to be legally bound hereby have entered into this present Agreement.

1. Responsibilities and covenants of Miles:

- a) Miles hereby agrees to provide Wiley CMA Study Material, Miles CMA Training Aids and other support to DSU as detailed in Annexure-A in consideration for the commercial terms as detailed in Annexure-A.
- b) Miles will facilitate faculty development program for the CMA program.
- c) Miles will facilitate classes and guest lectures by Miles faculty and/or industry experts as per schedule agreed from time to time.
- d) Miles will facilitate collaborative research for faculty with the IMA in the areas of accounting and finance.
- e) Miles will assist in promoting the CMA qualification.
- f) Miles will assist in course design for the IMA endorsement of the program.
- g) Miles will help the students avail special IMA discounts which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership.
- h) Miles will assist DSU in differential campus placements for students who have cleared both the parts of the CMA exams.
- i) Miles agrees 20hrs of Training for each subject of CMA.

2. Responsibilities and covenants of DSU:

- a) DSU will facilitate all the requisite training and Miles' support to the enrolled students to clear the CMA exams.
 - b) DSU will recommend the IMA-licensed Wiley CMA Study Materials for the students.
 - c) DSU will encourage students to take CMA exams which would help them in their career progression besides making them eligible for the differential campus placements.
 - d) DSU will ensure payment of fee detailed in Annexure-A to Miles on a timely basis.
3. DSU hereby agrees not sell, distribute or cause to sell/distribute the Wiley CMA Study Material and/or Miles CMA Training Aids to re-sellers, distributors or any others other than students undergoing the CMA course under the enrolment data of DSU.
 4. The Parties undertake to keep confidential and not disclose the contents of this Agreement, as well as all information disclosed to or obtained by the Parties from each other pursuant to this Agreement, and other information or documents that may come into the possession of the Parties in connection with performance of their obligations under this Agreement.
 5. The Parties hereby acknowledge that any and all of the copyrights, trademarks, trade names and other intellectual property rights subsisting in or used in connection with the Parties or with IMA or Wiley are and shall remain the sole and exclusive property of the respective



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owners in perpetuity, both during and after the term of this Agreement. Nothing in this Agreement shall be deemed or construed to mean or imply that any intellectual property rights subsisting in Wiley CMA Study Material or Miles CMA Training Aids is transferred or transmitted to either DSU or to any other third party whomsoever.

6. The Parties further acknowledge that either party acquires no rights, title and interest in any of the proprietary materials of the other including of their Participating Associates and either party shall not have any right to register, display or advertise any trademarks, copyrights and other intellectual property rights of the other together with its own or under its own name and all goodwill in the names and trademarks of the respective Party shall pertain to and remain exclusively with the respective owners during or at any time after the expiry or termination of this Agreement.
7. The Parties further agree and acknowledge that either of them shall be entitled to terminate this Agreement with immediate effect by giving a Notice in writing to the other at any time if it finds out, discovers or comes to know of any violation/infringement of copyrights and other intellectual property rights of the other including that of Participating Associates.
8. All Notice/s to be given under this Agreement shall be made in writing in English and shall be delivered either by (1) Registered Post, or (2) by Courier Service or (3) by electronic mail (to the herein specified email id/s) scanned with duly signed written confirmation to their respective following addresses, unless otherwise designated or changed by written notice by the Parties hereto.

Miles:

Name: Miles Publications Private Limited
Attention: Mr. Michael Wagner
Designation: General Manager
Address: 38-8/2, Chennai Reddy Nagar, Gandhinagar, Hyderabad 500037
Email: michael.wagner@mileseducation.com

DSU:

Name: Dayananda Sagar University
Attention: Dr. A. N. N. Murthy
Designation: Vice Chancellor
Address: Shavige Malleshwara Hills, Kumaraswamy layout, Bangalore-560078
Email: enquiry@dsu.edu.in

9. This Agreement is valid for an initial period of 3 years from the date of execution and is renewable for further additional periods through a written Addendum duly signed by both the parties at the time of renewal. This Agreement is executed in two counterparts. Each counterpart shall be deemed to be original and each party shall have/retain one original.
10. This Agreement may be terminated without any reason/cause by either of the Parties by giving not less than 3 months' notice in writing to the other Party at the address given in the Agreement.
11. The provisions of this Agreement are severable, and if any one or more such provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding on and enforceable by and between the Parties hereto.
12. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified



A handwritten signature in black ink, appearing to be "A. N. N. Murthy".

by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification.

13. Nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on either Party any authority to incur any obligation or liability on behalf of the other Party.
14. This Agreement along with its Annexure A shall constitute the entire Agreement as understood between the Parties relating to the subject matter of this Agreement and supersedes all prior writings, negotiations, representations or understandings with respect to the matters referred to herein unless otherwise confirmed in writing between the Parties.
15. The Parties shall not transfer or assign the present Agreement or any right or obligation hereunder, without the prior written consent of the other Party.
16. This Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the Parties hereto shall be subject to and be governed by the applicable laws of India, and any conflicts thereon shall be tried by the competent courts of appropriate jurisdiction.
17. The Parties expressly acknowledge that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favour of either Party, but shall be construed in a neutral manner.

IN WITNESS WHEREOF, the Parties to this Agreement have hereunto subscribed their respective hands by its authorised signatories on the date first above written/mentioned, in presence of the Witnesses.

For Miles Publications Private Limited

For Dayananda Sagar University



Mr. Michael Wagner
General Manager



Dr. A. N. N. Murthy
Vice Chancellor



Witness 1:

Signature:

Name: Vimal K Joseph

Designation: Manager -BD

Witness 2:

Signature:

Name: Dr. Punith Cartappa

Designation: Dean

Annexure A: Commercial Terms for B.Com (Hons.) – Strategic Finance


The below stated terms and conditions have been expressly agreed by and between Miles and DSU:

Sl.	Items	Details
a)	Miles Offerings & Support (Core curriculum)	<ol style="list-style-type: none"> 1. Provide Wiley CMA Study Material and Miles CMA Training Aids 2. Facilitate faculty development program for the CMA program. 3. Facilitate classes and guest lectures by Miles faculty and/or industry experts as per schedule agreed from time to time. 4. Facilitate collaborative research for faculty with the IMA in the areas of accounting and finance. 5. Assist in admission counseling for the program. 6. Assist in course design for the program. 7. Help the students avail special IMA discounts which may be applicable on the official IMA fees via the IMA-Wiley-Miles partnership. 8. Assist in differential campus placements for students who have cleared both the parts of the CMA exams.
b)	Price & Payment Terms (Core curriculum)	INR 55,000 per student for Miles offerings and support (including the IMA-licensed Wiley CMA Study Materials) payable as below: <ol style="list-style-type: none"> 1. INR 13,750 per student is payable at the beginning of Semester I 2. INR 13,750 per student is payable at the beginning of Semester II 3. INR 13,750 per students is payable at the beginning of Semester III 4. INR 13,750 per students is payable at the beginning of Semester IV
c)	IMA fees (to be paid directly by the students) OPTIONAL	Students would pay directly to IMA: <ul style="list-style-type: none"> • At the time of enrolment (Semester 1) - IMA 2-year membership = \$50 (discounted from \$78) • At the time of exams (expected in Semester 4 or 5)- CMA certification entrance & exam fees at 50% discount (currently, \$405 as discounted from \$810)
d)	Miles Offerings & Support (Specializations)	Provide study materials and training for Corporate Accounting specialization (overlap with US Certified Public Accountant) and Investment Management specialization (overlap with CFA Institute Investment Foundations certificate)
e)	Price & Payment Terms (Specializations) OPTIONAL	INR 20,000 per student for Miles offerings and support payable as below: <ol style="list-style-type: none"> 1. INR 10,000 payable per student is payable at the beginning of Semester V 2. INR 10,000 payable per student is payable at the beginning of Semester VI

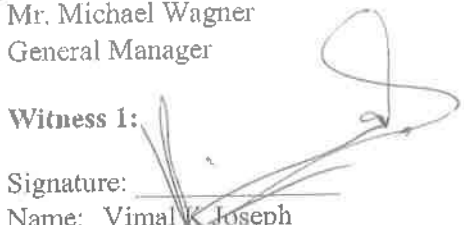
For Miles Publications Private Limited

For Dayananda Sagar University



Mr. Michael Wagner
General Manager


Dr. A. N. N. Murthy
Vice Chancellor

Witness 1:


Signature:
Name: Vimal K Joseph
Designation: Manager –BD

Witness 2:


Signature:
Name: Dr. Purnith Cariappa
Designation: Dean



MEMORANDUM OF UNDERSTANDING

Between



Nurturing the Passion to Care

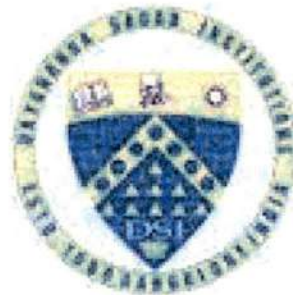
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CYBERJAYA UNIVERSITY COLLEGE OF MEDICAL SCIENCES,

Persiaran Bestari, Cyber 11, Cyberjaya, Selangor, Malaysia

And



DAYANANDA SAGAR UNIVERSITY

DSU Campus, Shavige Malleshwara Hills, Kumaraswamy Layout,

Bangalore 560111, Karnataka, India

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this day, 3rd
Sept of 2019, **BETWEEN:**

(1) **CYBERJAYA UNIVERSITY COLLEGE OF MEDICAL SCIENCES** (MOHE Reg. No: [DKU003(B)] a university duly registered under the Private Higher Education Institutions Act 1966 and having its operating address at Cyberjaya University College of Medical Sciences, Persiaran Bestari, Cyber 11, Cyberjaya, Selangor, Malaysia ("**CUCMS**");

and

(2) **Dayananda Sagar University** having its registered office at DSU Campus, Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore 560011, represented by **Vice Chancellor, Prof. Dr. ANN Murthy** called "**DSU**" (which expression shall, unless it be repugnant to the context, mean and include its successors and assigns)

(hereinafter jointly referred to as the "**Parties**" and singularly as a "**Party**".)

WHEREAS the Parties agree to promote joint research, training and development activities of mutual interest in the areas of **Bio-Sciences (Biotechnology, Biochemistry and Microbiology), Commerce & Management and Health Sciences (Pharmaceutical Science)** in accordance with their respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding ("**MOU**").

1 AREAS OF COOPERATION

The Parties agree to collaborate in the following relevant areas:

- (a) the exchange of students, faculty members and/or academic and appropriate academic materials and other information of mutual interest for which each party holds intellectual property rights particularly in the programmes;
- (b) the identification of opportunities for exchanges and cooperation and joint training, technical assistance, publication of books and/or journals, research works and development in disciplines of mutual interest; and
- (c) the organisation of and participation in joint academic activities such as academic seminars, workshops and conferences.

2 MANAGEMENT COMMITTEE

The Parties can appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

3 ARRANGEMENTS AND FUNDING

3.1 To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.

3.2 Financial commitment from each party for a collaborative activity shall be agreed upon separately by both parties prior to the event.

4 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

4.1 The terms with respect to title to and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.

4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all

materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

5 PUBLICATION OR PARTIES

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

6 REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

6.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.

6.3 All information furnished in relation to this MOU by one Party to the other, which is clearly identified as propriety or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU, unless agreed in writing between the Parties.

6.4 The provisions of Clause 6.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightly received by the receiving Party from third parties without any breach of confidentiality obligations.

6.5 Clauses 6.3, 6.4 and 6.5 will survive the expiry or termination of this MOU for six (6) months from the date of expiry or termination of this MOU.

7 AMENDMENTS

This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

8 TERM OF MOU

8.1 This MOU shall commence on the Effective Date and shall remain in force for a period of two (2) years. Any extension shall be by way of a new MOU.

8.2 Either Party may terminate this MOU by written notice to the other Party of its desire to terminate by giving one (1) month prior notice.

8.3 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

9 DISPUTE RESOLUTION

Any disputes arising under or in connection with this MOU which cannot be resolved by amicable discussions between the Parties shall be referred to the signatories of this MOU or his/her successor, or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties.

10 NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein and save for Clauses 4, 5, 6 and 8, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary

management levels of each Party and executed and delivered by authorised representatives of both Parties. Clauses 4, 5, 6 and 8 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

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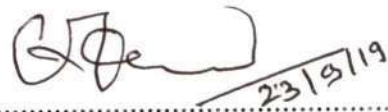
IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

SIGNED for and on behalf of
*Cyberjaya University College of
Medical Sciences*



.....
**PROF. DATO' DR. MOHAMAD ABD
RAZAK**
President

SIGNED for and on behalf of
Dayananda Sagar University



.....
PROF. DR. K. MUTHUCHELAN
Pro Vice Chancellor

Witnessed by:



.....
KALAIARASU MALAYANDI
Bursar

Witnessed by:



.....
DR. V. MURUGAN
Dean, College of Pharmacy

**Communication to Establish
Memorandum of Understanding
Between
Dayananda Sagar University and DATAIKU(USA)**

Date: Sat, May 1, 2021 at 1:08 PM

Subject: Dataiku Enterprise Edition for our Faculty & Students

To: Dr. Murthy <vicechancellor@dsu.edu.in>

Cc: Registrar DSU <registrar@dsu.edu.in>, Shankar HN <hn.shankar@gmail.com>, Mr. Alok Chakravarty <alok_chakravarty@dsu.edu.in>

Dear Sir,

I congratulate and thank Professor Shankar, Adjunct Professor in the area of Business Analytics for introducing our university to Dataiku, <https://www.dataiku.com>. We had a great discussion with the organization yesterday, which works out of the USA and France and will partner with our school for the MBA/Executive MBA programs.

Dataiku is an extremely popular platform democratizing access to data and enabling enterprises to build their own path to AI in a human-centric way. It is widely used in industry across domains.

Prof. Shankar has negotiated for our students and faculty to use their enterprise licensed platform for a year, pro-bono, under the aegis of the *Centre for Proficiency Enhancement (COPE)* in Busine Analytics and this will be driven by Prof. Shankar and Prof. Alok Chakravarty who will introduce the platform to students and faculty soon. The idea is to have our MBA and Executive MBA students engage with technology and tools and to have a more complete understanding of their academic pursuit at DSU- MBA.

I understand from my faculty colleagues and the organization that this platform can be used by students and faculty and will benefit us immensely in building data models, simulations and so on. As you are aware our school attracts a great many students to the Business Analytics domain.

Attached is a letter from their academic director., Joshua Hewitt.
Attachments area

From: **Prof. H.N Shankar** <shankarhn@dsu.edu.in>
Date: Fri, Apr 16, 2021 at 3:30 PM
Subject: Re: We have decided to enter into a memorandum of Understanding.
To: Josh Hewitt <josh.hewitt@dataiku.com>
Cc: Dean Center for Executive Education <dean-cee@dsu.edu.in>, alok chakravarty <alok_chakravarty@dsu.edu.in>, <rdighe@dsu.edu.in>

Josh,

We have good news for the weekend. We have discussed internally and find Dataiku and Dayananda Sagar University can partner together. We have identified the following which will be of mutual benefit. We can consider them as points along which our partnering will evolve,

- 1, Enhanced capability of our students.
2. Enhanced capability to develop students skills through experiential learning of both faculty & Students.
3. Faculty and students certification.
4. We could become your training & consulting partner in India helping train, deploy, building successful solutions.

Request you to initiate the next steps and as discussed we would like to conclude our partnership before the end of April 2021.

Wish you a wonderful weekend.

Prof. HN Shankar
Adjunct Professor - Center for Executive Education & Professor -SCMS
Dayananda Sagar University,
Innovation Campus,
Kudlu Gate, Hosur Main Road, Bangalore 560 068
Tel # +91 80 49092931
Mobile : +91 9972866797
<http://www.dsu.edu.in>

On Mon, Apr 12, 2021 at 12:13 PM <hn.shankar@convergentwireless.com> wrote:
Resent as my University email address had typo error.

From: hn.shankar@convergentwireless.com <hn.shankar@convergentwireless.com>
Sent: Monday, April 12, 2021 11:53 AM
To: 'Josh Hewitt' <josh.hewitt@dataiku.com>
Cc: 'dean-cee@dsu.edu.in' <dean-cee@dsu.edu.in>; 'alok_chakravarty@dsu.edu.in' <alok_chakravarty@dsu.edu.in>; 'rdighe@dsu.edu.in' <rdighe@dsu.edu.in>; 'shankarhn@dsu.edu.ins' <shankarhn@dsu.edu.ins>
Subject: FW: Dataiku Academics: Next Steps

Josh,

Thank you for the your time on Friday during IST 8:30 to 9:00 PM on Friday. I am happy at the outcome of our discussions. I liked Dataiku's university offering. Possibilities look good to me as well as exciting. We will discuss internally and revert this week itself on the next steps.

Thank you very much for the resources shared.

Hence forth we can interact using my University email as further progression is related to the University I am associated with.

Prof. Alok heads COE- Business Analytics where I have taken the role of a mentor to weave together "Business Analytics and Data Science" and real world business value creation.

Prof. Dr. Rahul Dighe from MIT US and formerly SVP IBM heads COE Supply Chain Practice and very strong motivator of use of Analytics in supply Chain.

Then we have our Dean, Capt. Nagaraj Subba Rao, who is after all of us to establish analytics as a living science, may be its right to say he wants us to participate in a cultural revolution where we breathe Analytics and make our students breathe analytics as well.

Look forward to establish a strong working relationship with Dataiku.

Regards
HN Shankari

From: Josh Hewitt <josh.hewitt@dataiku.com>
Sent: Sunday, April 11, 2021 5:49 PM
To: hn.shankar@convergentwireless.com
Subject: Dataiku Academics: Next Steps

HN.

Thank you so much for your time on Friday.

As a recap Dataiku, via our Academic Program will provide [DSS Enterprise Edition](#) for free for teaching/learning purposes.

As discussed, here is the link to the DSS installation [requirements](#) one-pager. If your IT department needs any assistance or clarification, or with the main [installation options](#), we are of course happy to help. In addition, we are happy to host you and your students on our servers. Please let me know if this is of interest.

As promised, [here is a link](#) to our current library of courses available on the Dataiku [Academy](#). You can select specific courses and we can create unique pathways for you, your colleagues and students. I have also attached a general presentation of Dataiku and our Academic Program for you to share with your colleagues.

Lastly, our next step would be to set up a demo for you and your colleagues. Please let me know which day and time work best for you.

As always, let me know if you have any questions, and thank you again.

Best,

Josh



Josh Hewitt
Director of Academics, Dataiku
Phone: 919-961-8095 Email: Josh.Hewitt@dataiku.com
website: www.dataiku.com

Attachments area

Outline of Dayananda Sagar University and DATAIKU(USA) Memorandum of Understanding



To: Professor (CAPT) A. Nagaraj Subbarao, Dean, Post Graduate Programs in Management Dayananda Sagar University, India

From: Joshua T. Hewitt, Director of Academic Programs, Dataiku

Re: Dataiku Academic Program & Dayananda Sagar University Collaboration

Date: April 29, 2021

Summary: The Dataiku Academic Program strives to create, expand and retain Dataiku users at the higher education level and to connect this talent with Dataiku's customers and partners. Our completely free academic program supports the activities of educators, students, researchers and academic leaders.

The Academic Program at Dataiku:

1. Free access to Dataiku Enterprise Edition (unlimited users)
2. Support faculty and students on their Dataiku learning journey
 - a. Access to Dataiku Academy
 - b. Access to a Data Scientist and/or a Sales Engineer to assist with workshops and demos and training on the use of Dataiku DSS.

- c. A customized learning path for DSU students consisting of agreed upon Dataiku Academy courses.
- d. Access to the Academic Hub, an online user group for faculty

In addition the Academic Program hosts a Summer Webinar Series, publishes a monthly newsletter and works to connect Dataiku customers and partners with faculty teaching Dataiku. Often these engagements come in the form of guest lectures, internship opportunities and capstone projects.



Josh Hewitt
Director of Academics, Dataiku
Phone: 919-961-8095 Email: Josh.Hewitt@dataiku.com
website: www.dataiku.com

Dayananda Sagar University's Center for Executive Education is a distinctive learning community focused on building an executive's repertoire of skills and competencies.

Located strategically at the Dayananda Sagar University- Innovation Campus, on Hosur Road (Electronic City), the Centre for Executive Education utilizes its strong connections with leaders from financial services, retail, manufacturing, and technology.

Next Steps:

1. Select a day(s) and time(s) to host a workshop for interested faculty from the Center for Executive Education
2. Set up a customized learning path from DSU students. This learning path will be hosted by Dataiku and content will be agreed upon by DSU faculty and Dataiku representatives
3. Provide free access to Dataiku Enterprise Edition. DSU must decide whether DSU will host Dataiku on a campus server or request that Dataiku host an environment for DSU students. Both options are free.

Stakeholders:

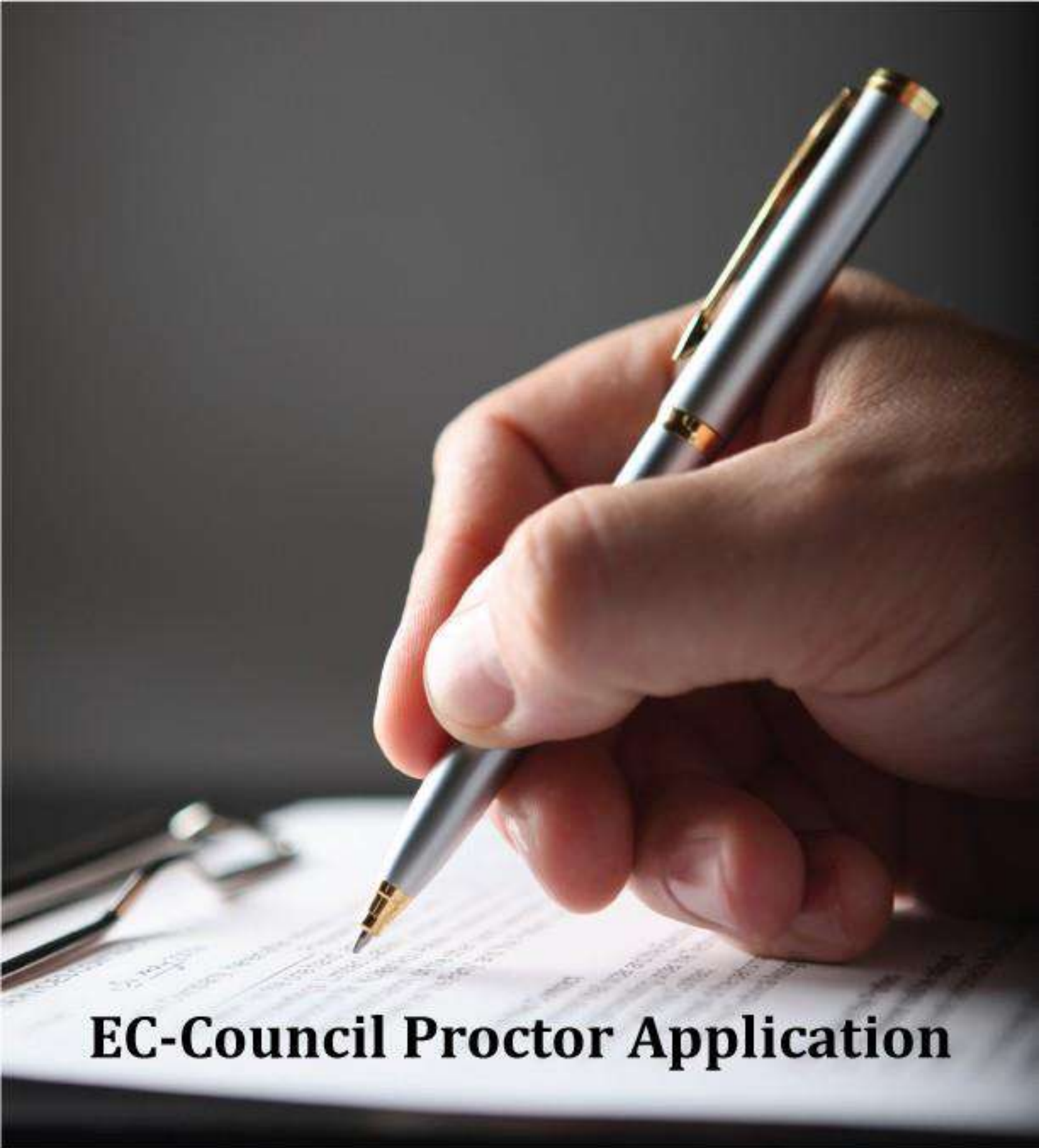
Professor (CAPT) A. Nagaraj Subbarao, Dean - Post Graduate Programs in Management Innovation Campus

Professor HN Shankar Adjunct Professor - Center for Executive Education

Professor Alok Chakravarty, Assistant Professor and Head of COE Business Analytics

Josh Hewitt, Director of Academics, Dataiku

Sunny Porinju, Dataiku AI Evangelist, India



EC-Council Proctor Application

EC-Council

EC-Council

PROCTOR APPLICATION FORM (version 3.1)

PROCTOR INFORMATION

First Name : MOULEESWARAN Middle Name: ---

Last Name : S K Employer: DAYANANDA SAGAR UNIVERSITY

Address: HOSUR MAIN ROAD, KUDLU GATE

City/State/Zip: BENGALURU / KARNATAKA / 560 068

Phone (W) : _____ Phone (M) : 9486114400

E-mail Address : mouleswaran-cse@dsu.edu.in

Are you a qualified proctor/test administrator for any other vendor/s? YES NO

If yes, which vendor/s? _____

For how many years did you proctor vendor exams? _____

PROCTOR DECLARATION

I agree to serve as proctor for my employer, an EC-Council Testing Center. I confirm that I will execute my duties in a professional manner and ensure that there will be no conflict of interest involved. I will carefully review all the guidelines for administering this exam and will certify that each exam is administered in accordance with the guidelines supported to me by EC-Council. I hereby certify that all information I have provided is true and accurate and have signed the EC-Council Proctor Agreement.

I have attended the proctor training (live/ recorded) and understand the procedures to proctor the exam.

Signed by Proctor :



Date : 26/04/2021

ETC Manager Name: Dr SANJAY CHITNIS

Test Center Name: DAYANANDA SAGAR UNIVERSITY

Test Center Address: HOSUR MAIN ROAD, KUDLU GATE CAMPUS

Signature:



Date: 26/04/2021

Please send the completed and signed application form and the signed EC-Council Proctor Agreement (non-negotiable) to certmanager@eccouncil.org .

EC-Council

PROCTOR AGREEMENT (version 3. 1)

This Proctor Agreement (the "Agreement") is made and entered into as of 26/04/2021 (the "Effective Date"), by and between the International Council of EC-Commerce Consultants ("EC-Council"), and Dr Mouleeswaran SK("you"),

WHEREAS, EC-Council is a certification body which distributes, licenses and promotes Security and e-Business certification and training programs.

WHEREAS, you are an individual applying to become an EC-Council Testing Administrator or Proctor ("Proctor") status.

WHEREAS, the parties hereto agree to enter into an independent contractor relationship whereby you agree to perform your duties as an EC-Council Proctor to administer EC-Council tests only at authorized EC-Council Test Centers (ETC).

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained as well as for other good and valuable consideration, the Proctor does hereby agree to the following:

1) ACKNOWLEDGEMENT

Proctor acknowledges liability for any action that results in the actual breach of security of exam questions or in a perceived breach of security that would diminish the overall value of the exams, certificates, testing center, or EC-Council. Proctor agrees to abide by EC-Council proctor policies and procedures.

Proctor further acknowledges that no commercial or other interest conflicts or appears to conflict with his/her ability to proctor EC-Council tests in an independent manner.

2) TESTING PROCEDURES

An EC-Council proctor is expected to maintain a professional decorum typical of all high-stakes testing environments throughout the entire testing process (e.g., quiet room, no communication of any kind among examinees). Proctor may utilize his/her own professional judgment to determine responses to specific requests or circumstances within the overall context of a positive, credible testing process.

To minimize data complications, proctor is encouraged to allow students to log in and begin testing as they arrive. It is not compulsory that all students begin or end at precisely the same time. Proctor may supervise a maximum of 12 examinees at any one point in time. If more than 12 are to be tested concurrently, an assistant proctor must be present.

3) PROCTOR QUALIFICATION CRITERIA

Proctors for EC-Council exams must meet all of the following criteria:

- a) Minimum of 18 years old on the day of testing.
- b) Not a Certified EC-Council Instructor or a trainer within the centre conducting the exam.
- c) Not a student within the testing or training centre at any time during the current year.
- d) Not a current examinee.
- e) Physically capable of observing activities throughout the testing site.
- f) Able to be present during the entire testing period and willing to actively supervise the exam process throughout the entire time.
- g) Willing to enforce all policies and procedures for testing.

4) PROCTOR RESPONSIBILITIES

- a) The proctor shall abide by EC-Council Codes of Ethics posted at:
<https://cert.eccouncil.org/code-of-ethics.html>
- b) It is the proctor's responsibility to keep track of proctor policy and procedures updates posted on the webpage. EC-Council shall exert reasonable effort to communicate critical policy changes to proctors through email.
- c) The proctor will verify the examinee's eligibility under EC-Council's discretion to attempt the relevant EC-Council certification exam. EC-Council Eligibility Policy is posted at: <https://cert.eccouncil.org/application-process-eligibility.html>
- d) The proctor shall verify a valid form of identification with a photo for every examinee.
- e) The proctor shall ensure the examinee does not use a cell phone, telephone, calculator, camera, or any electronic devices as reference material during the exam.
- f) The proctor shall ensure that the computer used to administer the online exam is only used to access the EC-Council approved testing engine. The proctor shall also ensure a UPS is connected and in good working order.
- g) The proctor shall verify that the examinee has only one web browser open during the exam, and that browser

is exclusively pointed at the EC-Council approved testing engine.

- i) The proctor shall verify that the examinee does not perform prohibited activities during the exam including: tabbed browsing, internet searches, copying exam questions to a local computer, instant messaging, and no use of other electronic reference materials (including PDFs).
- j) The proctor shall report any attempt by the examinee to circumvent these guidelines to EC-Council **immediately**.
- k) The proctor agrees to administer exams for candidates who have been requested by EC-Council to retake the exam for audit/security purposes.

5) EXAMINEES RESTRICTIONS

Examinees are not allowed:

- a) References or resources of any kind.
- b) Use of other computer programs or web browsers while logged in to Prometric Prime or EC-Council approved testing engine.
- c) Communication with other students, the trainer, proctor or any outside assistance in answering any questions associated with the exam.
- d) Use of a cell phone, smart phone, pager, calculator, camera, or any other electronic devices during the exam to either send or receive information associated with the exam.
- e) Engagement in prohibited activities during the exam such as receiving outside assistance tabbed browsing, Internet searches or blogs, copying down exam questions anywhere, instant messaging or using other electronic reference materials (including PDF and Word documents).

In the event that a test-taker attempts to circumvent these guidelines, the proctor shall report their findings to certmanager@eccouncil.org within 24 hours of the incident.

6) AMENDMENTS

This Agreement represents the complete agreement between the parties, superseding any other prior or contemporaneous oral or written agreements. Any changes, corrections or additions to this Agreement shall be in writing in the form of a supplemental agreement signed by all necessary parties and setting forth therein the proposed change, correction or addition.

7) TERM AND RENEWAL

The initial term of this Agreement is one (1) year, commencing on the Effective Date. Thereafter, this Agreement will automatically renew for successive one (1) year terms, unless one party gives notice to the other party that it does not desire that the term be renewed or the Agreement is terminated in accordance to Clause 8.

8) TERMINATION OF AGREEMENT

Termination By EC-Council: Without prejudice to any rights EC-Council may have under this Agreement or in law, equity or otherwise, EC-Council may terminate this Agreement immediately, including termination of Proctor access, if Proctor materially fail to comply with any of the terms of this Agreement ("Default"). Defaults shall include the following events:

- a. Proctor fails to perform any of his/her obligations under this Agreement.
- b. **The test center that the proctor works for, is no longer an EC-Council Test Center (ETC).**
- c. If any government agency or court finds that testing services as administered by Proctor are defective or improper in any way, manner or form.
- d. If any actual or potential adverse publicity or other information said about Proctor or his/her administration of testing services, causes EC-Council, in its sole judgment, to reasonably and in good faith believe that EC-Council's reputation will be adversely affected.
- e. If Proctor engages in misappropriation or unauthorized disclosure of any trade secret or confidential information of EC-Council or pirate any EC-Council test questions, or otherwise infringe any other intellectual property right of EC-Council, or engage in any other activities prohibited by law.
- f. If Proctor administers test below the standard of quality and integrity determined by EC-Council in accordance to the Proctors Code of Ethics.
- g. If Proctor administers a test at an EC-Council unauthorized testing location
- h. If Proctor share/discloses confidential information i.e proctor ID/password to any persons i.e ATC, Students, ATC Personnel

In the event that a Default occurs, EC-Council will use reasonable efforts to provide Proctor with written notice of termination of the Agreement.

Termination by Either Party: Each party may terminate this Agreement at any time, with or without cause, on thirty (30) calendar days' prior notice to the other party.

Upon termination of this Agreement for any reason, Proctor will return all trademark collateral to EC-Council. Upon termination, all right granted under the Agreement will immediately and automatically revert to EC-Council.

9) CONFIDENTIALITY

EC-Council may, from time to time provide information to Proctor which it considers to be confidential shall, if tangible, be marked as such or if communicated orally, designated at the time and promptly confirmed in writing as such. Information that is so marked or designated and confirmed, and the Proctor access to Prometric Prime and EC-Council approved testing engines regardless of form or designation, shall be "Confidential Information" under this Agreement.

Confidential information shall be held in trust and used only as necessary for the performance of this Agreement. Confidential information shall be treated with the same degree of care to avoid the disclosure to third parties as is used with respect to Proctor own Confidential Information, not less than a reasonable degree of care.

Confidential information shall not be disclosed by Proctor to any other third party without the prior written consent of EC-Council.

10) HANDLING OF DISPUTES

Both parties agree that irreconcilable disputes will go to mediation, and, if that fails, by binding arbitration, costs shared equally.

11) APPLICABLE LAW / LEGAL FEES

The laws of New Mexico shall govern this Agreement. If any legal action, arbitration, or other proceeding is brought under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses and other costs incurred in such action, arbitration or proceeding, in addition to any other relief to which it may be entitled.

12) ASSIGNMENT

Neither party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any prohibited assignment or delegation shall be null and void.

13) NOTICES

All notices and other communications required or permitted hereunder shall be deemed duly given only when in writing, signed by or on behalf of the person giving the same, and either (i) personally delivered (with receipt acknowledged), (ii) sent by registered or certified mail, return receipt requested, postage

prepaid, or (iii) sent by overnight next business day courier, to the following addresses:

EC-Council
101C Sun Ave NE
Albuquerque, NM 87109
USA

or such other address as any party hereto shall have specified by notice in writing to the other party hereto. All such notices and communications shall be effective (i) when received or receipt refused if delivered by personal delivery or overnight courier, or (ii) upon three days following deposit in the mail if given by certified or registered mail, when delivered to the address specified above.

14) FORCE MAJEURE

Neither Proctor nor EC-Council shall be responsible for any delay in performance or failure to perform if caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the parties' control and occurring without the fault or negligence of the delayed or non-performing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above:

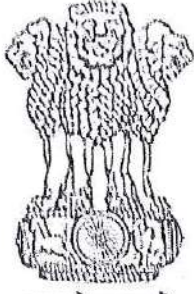
By duly signing below, you hereby agree to abide by the terms stated in the Agreement. This Agreement shall not be deemed executed by EC-Council and shall remain ineffective until the acceptance by EC-Council has been communicated to appoint the proctor as the official EC-Council Proctor.

Proctor Name: Dr MOULEESWARAN SK

Date : 26/04/2021

Signature :





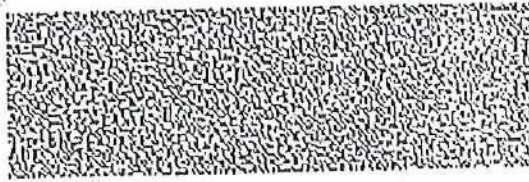
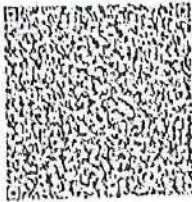
सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA32081102251060T
Certificate Issued Date : 19-Oct-2021 12:35 PM
Account Reference : NONACC (FI)/ knks/cl08/ BANGALORE 21/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSFCL0817960823019382T
Purchased by : GLOBALFTI PVT LTD
Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
(Zero)
First Party : GLOBALFTI PVT LTD
Second Party : DAYANANDA SAGAR UNIVERSITY
Stamp Duty Paid By : GLOBALFTI PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this day
02nd November 2021 at Bangalore, BY AND BETWEEN:

Dayananda Sagar University (State Private University), hereinafter referred
to as DSU (which expression shall mean and include its legal representatives,

Statutory Alert:

For more details, please visit the website at www.e-stamp.com or use the e-Stamp Mobile app of Lock Holding

transferees, assigns, et al), and having its main educational premises at Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore 560 078, Karnataka, and duly represented by its **V.C. - DSU / Registrar**, hereinafter referred to as the **FIRST PARTY**.

AND,

GLOBALFTI Pvt. Ltd., hereinafter referred to as **GFTI**, (which expression shall mean and includes its legal representatives, transferees, assigns, et al), having its registered office at No.806,10th - A Main Road, Indiranagar 1st Stage, Bangalore - 560038, duly represented by its **Director, Mr. Narayanan Nambiar**, hereinafter referred to as the **SECOND PARTY**;

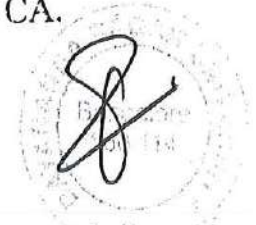
The First Party and Second Party are individually referred to as Party and collectively referred to as Parties.

WHEREAS, DSU is interested in offering to its students value added course such as CA from ICAI (Institute of Chartered Accountants of India) and GFTI an established learning provider of CA is ready to take responsibility of delivering the program for DSU.

Whereas the Parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The Parties now, have therefore, agreed to enter in writing these areas of consensus, under this MoU.

IT IS MUTUALLY AGREED, AND HENCE THIS MOU WITNESSETH AS
HEREUNDER:

1. This MoU is effective from the date of signing of this MoU and shall continue to be in force for a period of Three (3) years and review thereafter, unless terminated earlier in accordance with the terms of this MoU, and thereafter it may be renewed in writing on the same terms on mutual consent. Either party can terminate with 30 days' notice subject to completion of batches.
2. The students interested in the program, who have joined DSU solely for CA program or for any other course/s, shall be eligible for joining this course subject to general rules of admission of DSU and CA.



3. GFTI proposes to conduct the CA Integrated coaching Program for DSU.
4. GFTI will take complete responsibility of delivering all subjects of CA Foundation, CA Inter and CA Final to all students joining the CA program under DSU. The subjects are:

a. CA Foundation

- i. Session:1: Fundamentals of Accounting
- ii. Session 2: Business Laws and Business Correspondence and Reporting
- iii. Session 3: Business Mathematics & Logical Reasoning and Statistics
- iv. Session 4: Business Economics and Business & Commercial Knowledge

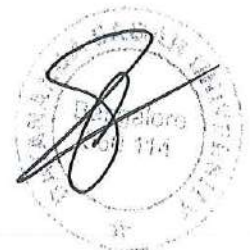
b. CA Inter

i. Group 1

1. Accounting
2. Corporate and Other Laws
3. Cost and Management Accounting
4. Taxation

ii. Group 2:

1. Advanced Accounting
2. Auditing & Assurance
3. Enterprise Information Systems & Strategic Management
4. Financial Management & Economics for Finance



iii. CA Final

iii. Group 1:

1. Financial Reporting
2. Strategic Financial Management
3. Advanced Auditing and Professional Ethics
4. Corporate and Economic Laws
 - a. Section A : Corporate Law
 - b. Section B : Economic Laws

iv. Group 2:

1. Strategic Cost Management and Performance Evaluation
2. Elective Paper (Anyone paper from the list below)
 - a. Risk management
 - b. Financial Services & Capital Markets
 - c. International Taxation
 - d. Economic Laws
 - e. Global Financial Reporting Standard
 - f. Multi-disciplinary Case Study
3. Direct Tax Laws & International Taxation
4. Indirect Tax Laws
 - a. Goods and Service Tax
 - b. Customs & Foreign Trade Policy

5. GFTI fees and commercial terms for the said CA Program, is as defined in the Schedule - A of this MOU.

6. DSU and GFTI shall be jointly responsible for enrolling the students for CA and collection of the fees for the CA program shall solely vest with the First Party.

7. DUTIES:

D) GFTI shall

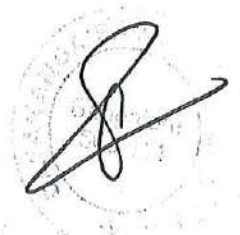
- a) Provide quality resource persons for conducting CA classes at DSU premises at a fixed cost per level as mentioned in Schedule - A of this MoU.



- b) Put in place the schedule and all other requisites after mutual discussion with the Authorized Academic coordinator of the University.
- c) GFTI will not be providing any published study material, we refer to ICAI CA final notes which student gets on registering with ICAI
- d) Promote the CA course at DSU on the GFTI website
- e) Provide counseling /orientation sessions for students enrolling in the CA course at DSU.
- f) GFTI will provide necessary marketing support in terms of training the university counsellors.
- g) GFTI shall provide placement assistance to students of DSU who have registered for the CA program and completed it successfully.


II) DSU shall

- a) Promote and offer the CA course to students of DSU as well as the prospective students approaching DSU for various courses.
- b) Permit GFTI to conduct CA classes for the students of DSU within its premises at its campus in Kumaraswamy Layout.
- c) Provide suitably equipped rooms for academic purposes, including any audio/video facilities, as and when required.
- d) Appoint a coordinator from DSU who will assist GFTI in scheduling classes, communicate with students, assist in registration formalities and provide all other operational support for running the CA program successfully.
- e) Promote the CA program using its channels of marketing as and along with the other course promotions.
- f) DSU shall extend its support to GFTI so as to ensure the coordination and facilitation of CA course.



8. Eligibility Clause

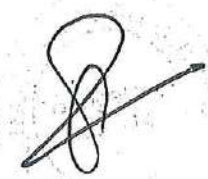
- a) Any student who has completed class 12 or Pre-degree in commerce with a minimum aggregate of 50% marks and otherwise meets the general conditions of DSU can be admitted for the foundation course.
9. In the event of commencement of CA classes and a student(s) requesting refund of fees paid towards CA program no refund shall be made by GFTI.
10. The First Party shall make no efforts to encourage the faculty members provided by the Second Party to propagate the Course on their own or through the First Party
11. Each Party shall hold in confidence and refrain from divulging and cause its personnel to hold in confidence and refrain from divulging to any party whomsoever, all data and information about the other Party or concerning the other Party which each Party and/or its personnel may acquire in connection with this MoU, except as otherwise agreed by the Parties. The Second Party undertakes that the knowledge in relation to the Course acquired through the MoU shall not be used for a period of two (2) years from the date of termination of the MoU by either Party.
12. The First Party undertakes that the Course shall be propagated and exercised only through the Second Party and no other party shall be approached for the delivery of the Course in any of the campus under the management or ownership of the First Party, during the term of this MoU.
13. The MoU shall be read and be exercised in whole and no part of the MoU shall be read and exercised separately. The MoU consists of the MoU and Schedule – A. Schedule – A shall be amended from time to time and such amended Schedule -- A shall form an integral part of the MoU.
14. Notwithstanding anything contained in this MoU. For any matters not specifically covered by the MoU the parties shall mutually discuss the



same and reach a consensus, and such agreement shall be documented, signed and shall be attached with the MoU for future reference and thereafter shall form part of this MoU.

15. Each Party shall release, protect, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, judgments and awards arising out of i) injury, illness, disease or death suffered by each Party's personnel, and/or ii) damage or loss of each Party's property, arising out of or in any way relating to this MoU, howsoever and whomsoever caused.
16. Each Party shall pay all taxes, assessments and fees, if any imposed on it by the governmental authorities time to time in connection with this MoU.
17. Either party to this MOU may intimate its desire to make change/s to any of the clauses herein, except those which otherwise affects adversely the very purpose of this MOU. Upon mutual acceptance of the desired changes, an amended MOU may take effect from the date of the MOU so amended. The said acceptance of the change/s shall be intimated to the requesting party, in writing.
18. Neither party to the MOU herein shall be liable for any type of loss or damage which may be caused due to the Acts of God, strike, civil disturbances, et al.
19. Both the parties to the MOU agree that the aggrieved party shall put forth its grievances in the form of written notice to the other party, and the same shall be resolved through mutual discussions and negotiations, acknowledging the requirements of the students' future.

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under this MoU shall be discussed and mutually resolved by the Parties. If such mutual discussions do not settle the dispute within sixty (60) days, the Parties agree to refer the matter for adjudication by the relevant courts in Bangalore. WHEREAS, this MOU shall be interpreted as per and includes the rules of interpretation of such MOUs, as specifically prescribed by the Law/s for the time being in force.



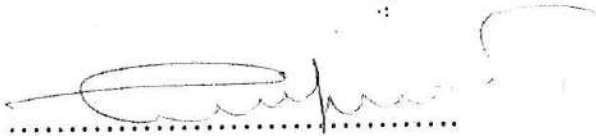
WHEREFORE, this MOU is entered into on the date, month and year abovementioned, and the parties above mentioned have set their seal and signature/s as hereunder.

Signatures

1. 

Dayananda Sagar University, duly represented by its V.C. / Registrar

Registrar
Dayananda Sagar University
Bangalore

2. 

GLOBALFTI Pvt. Ltd., duly represented by its Director,
Mr. Narayanan Nambiar

Schedule –A

The **FEE STRUCTURE** agreed to between the parties herein are as below:-

1. CA Foundation / Inter / Final Registration Fees and Journal membership fees
2. CA Foundation / Inter / Final Practical training fees.
3. CA Foundation / Inter / Final Examination Fees
4. Charges for utilizing GFTI Faculty by DSU
5. GFTI CA Training & support fees per student
6. Payment Terms

1. CA Foundation / Inter / Final Registration Fees and Journal membership fees

Every student enrolled for the CA program irrespective of the options has to pay Registration fees, Journal membership fees, Practical training fees directly to ICAI. First party acknowledges that the Second party has no control over the said fees and the same is determined by ICAI. Refer *Table 1-CA Program Charges*.

GFTI will not be providing any published study material, we refer to ICAI CA final notes which student gets on registering with ICAI

Table 1: CA Program Charges

CA Program Charges 2021	Foundation (In RS)	Inter (In RS)	Final (In RS)
Registration	Rs 9000	Rs 15,000	Rs 22,000
Journal Membership Fees	Rs 200	Rs 200	
Practical Training Fees		Rs 6500 + Rs 7000	Rs 14,500
Online Form Fees	Rs 200	Rs 200	
Student Activity Fees		Rs 2000	
Total	Rs 9400	Rs 30,900	Rs 36,500



2. CA Foundation / Inter / Final Examination Fees

Have to be paid as per ICAI guidelines (to be paid to ICAI directly by the student). Neither DSU nor GFTI shall have any role to play in the payment of the abovesaid fees, except that of guiding the students generally about depositing the fees. Refer *Table 2 - CA Exam Fees*.

All ICAI fees are subject to change from time to time, please refer to ICAI website <https://www.icai.org/> for latest applicable fees.

Table 2: CA Exam Fees [Applicable for 2021 onwards]

Exam	CA Foundation	CA Inter	CA Final
Fees	Rs 1500	Rs 1500 for one group/ Rs 2700 for both groups	Rs 1800 for one group/ Rs 3500 for both groups

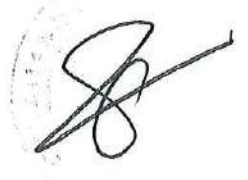
3. Globalfti charges to DSU for utilizing Globalfti faculty for program delivery of each level of the CA program

A. GFTI charges a fixed fee of **INR 20,000** (Inclusive of 18% GST) [Cost Per Student] for CA foundation tuition fees.

- Coaching students for CA Foundation exam – minimum batch size of 30 students
- Approximate number of training hours for all 4 areas together 200 Hours
- 200 Hours will be split between the 4 areas as per teaching requirements and $\pm 10\%$ deviation is possible in total teaching hours
- All classes will be conducted offline provided batch size of 30 students
- Above fees does not include registration with ICAI or CA Foundation exam fees. This has to be paid by student directly to ICAI



- GFTI will not be providing any published study material, we refer to ICAI CA Foundation notes which student gets on registering with ICAI
- B. GFTI charges a fixed fee of **INR 50,000** (Inclusive of 18% GST) [Cost Per Student] for CA intermediate fees if both groups are taken together.
- Coaching students for CA intermediate exam – minimum batch size of 30 students
 - Approximate number of training hours for each subject : 60 hours- * 4 subjects = 240 Hours * 2 groups (Total: 480 hours)
 - 480 Hours will be split between the two groups as per teaching requirements and $\pm 10\%$ deviation is possible in total teaching hours
 - All classes will be conducted offline provided batch size of 30 students
 - Above fees does not include registration with ICAI or CA intermediate exam fees. This has to be paid by student directly to ICAI
 - GFTI will not be providing any published study material, we refer to ICAI notes which student gets on registering with ICAI
- C. GFTI charges a fixed fee of **INR 70,000** (Inclusive of 18% GST) [Cost Per Student] for CA Finals if both groups are taken together.
- Coaching students for CA Final exam – minimum batch size of 30 students
 - Approximate number of training hours for each subject : 60 hours- * 4 subjects = 240 Hours * 2 groups (Total: 480 hours)
 - 480 Hours will be split between the two groups as per teaching requirements and $\pm 10\%$ deviation is possible in total teaching hours
 - All classes will be conducted offline provided batch size of 30 students



- Above fees does not include registration with ICAI or CA final exam fees. This has to be paid by student directly to ICAI
- GFTI will not be providing any published study material, we refer to ICAI CA final notes which student gets on registering with ICAI

4. Payment Terms

- i. Students to pay DSU the tuition fees as mentioned in Clause 3 of Schedule A
- ii. No refund of fees will be done if student cancels admission to the course after they pay fees and registration process is complete.

5. Globalfti will raise the invoice payable by DSU for every semester/ course for :

- Each Subject - Once each subject delivery is completed in the particular semester.
- DSU must make all the payments within 15 Days of invoice receipt.



duly represented by its V.C. – DSU / Registrar, hereinafter referred to as the FIRST PARTY.

AND,

GLOBALFTI Pvt. Ltd., hereinafter referred to as GFTI, (which expression shall mean and includes its legal representatives, transferees, assigns, et al), having its registered office at No.806, 10th – A Main Road, Indiranagar 1st Stage, Bangalore-560038, duly represented by its **Director, Mr. Narayanan Nambiar**, hereinafter referred to as the SECOND PARTY;

The First Party and Second Party are individually referred to as Party and collectively referred to as Parties.

WHEREAS, DSU is interested in offering to its students value added course such as ACCA (Association of Chartered Certified Accountants, UK) and GFTI an established and approved learning provider of ACCA(UK) is ready to take responsibility of delivering the program for DSU.

Whereas the Parties have had preliminary discussions in this matter and have ascertained areas of broad consensus. The Parties now, have therefore, agreed to enter in writing these areas of consensus, under this MoU.

IT IS MUTUALLY AGREED, AND HENCE THIS MOU WITNESSETH AS HEREUNDER:

1. This MoU is effective from the date of signing of this MoU and shall continue to be in force for a period of Three (3) years and review thereafter, unless terminated earlier in accordance with the terms of this MoU, and thereafter it may be renewed in writing on the same terms on mutual consent. Either party can terminate with 30 days' notice subject to completion of batches.
2. The students interested in the program, who have joined DSU solely for ACCA program or for any other course/s, shall be eligible for joining this course subject to general rules of admission of DSU and ACCA.
3. GFTI proposes to conduct the B.Com + ACCA Integrated coaching Program for DSU.

4. Notwithstanding anything contained in this MOU, the ACCA integrated with B.Com program shall be subject to the approval from the ACCA accreditation body. This accreditation shall be an exercise to be done initially before rolling out of the said option and shall be valid till such time as ACCA shall deem to be fit.
5. GFTI, with the support of First party, shall take the lead in integration of the ACCA curriculum in the B.Com curriculum of First party and submit it to the ACCA accreditation body, which can result in getting exemption of up to first 6 papers of ACCA, subject to approval by ACCA accreditation body.
6. GFTI will take complete responsibility of delivering the 7 ACCA papers which are not exempted to all students joining the B.Com program under DSU. The subjects are:
 - a. FR – Financial Reporting
 - b. AA – Audit And Assurance
 - c. FM –Financial Management
 - d. SBR – Strategic Business Reporting
 - e. SBL – Strategic Business Leader

In addition to this any 2 Optional papers from the below 4

- f. AFM – Advanced Financial Management
 - g. APM – Advanced Performance Management
 - h. ATX – Advanced Taxation
 - i. AAA – Advanced Audit & Assurance
7. GFTI fees and commercial terms for the said B.Com + ACCA Integrated Program, is as defined in the Schedule - A of this MOU.
 8. DSU and GFTI shall be jointly responsible for enrolling the students for ACCA and collection of the fees for the ACCA program shall solely vest with the First Party.



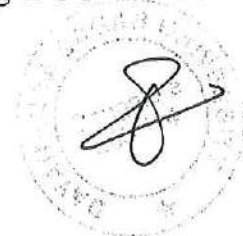
9. **DUTIES:**

I) **GFTI shall**

- a) Provide quality resource persons for conducting ACCA classes at DSU premises at a fixed cost per subject as mentioned in Schedule – A of this MoU.
- b) Provide training to DSU faculty to deliver the integrated papers.
- c) Put in place the schedule and all other requisites after mutual discussion with the Authorized Academic coordinator of the University.
- d) Provide course material in the form of books as recommended by ACCA for a charge as mentioned in Schedule A. One copy will be given to the school library for free.
- e) Promote the B.Com + ACCA course at DSU on the GFTI website
- f) Provide counseling / orientation sessions for students enrolling in the ACCA course at DSU.
- g) GFTI will provide necessary marketing support in terms of training the university counsellors.
- h) GFTI shall provide placement assistance to students of DSU who have registered for the ACCA program and completed it successfully.
- i) GFTI shall facilitate and coordinate with ACCA accreditation body to have the ACCA program integrated with the B.Com curriculum of DSU for the successful hosting of the program.

II) **DSU shall**


- a) Promote and offer the B.Com + ACCA course to students of DSU as well as the prospective students approaching DSU for various courses.



- b) Permit GFTI to conduct ACCA classes for the students of DSU within its premises at its campus in Kumaraswamy Layout.
- c) Provide suitably equipped rooms for academic purposes, including any audio/video facilities, as and when required.
- d) Appoint a coordinator from DSU who will assist GFTI in scheduling classes, communicate with students, assist in registration formalities and provide all other operational support for running the B.Com + ACCA integrated program successfully.
- e) Promote the ACCA program using its channels of marketing as and along with the other course promotions.
- f) DSU shall extend its support to GFTI so as to ensure the coordination and facilitation of ACCA course with the B.Com.

10. Eligibility Clause

- a) Any student who has completed class 12 or Pre-degree or any other course acceptable to ACCA with minimum of 65% marks in English & Maths or Accounts and a minimum of 50% in all other subjects and otherwise meets the general conditions of DSU can be admitted.
11. In the event of commencement of ACCA classes and a student(s) requesting refund of fees paid towards ACCA program no refund shall be made by GFTI on the ACCA Registration Fees and the cost of hard copy books ordered.
12. The First Party shall make no efforts to encourage the faculty members provided by the Second Party to propagate the Course on their own or through the First Party
13. Each Party shall hold in confidence and refrain from divulging and cause its personnel to hold in confidence and refrain from divulging to any party whomsoever, all data and information about the other Party or concerning the other Party which each Party and/or its personnel may acquire in connection with this MoU, except as otherwise agreed by the Parties. The Second Party undertakes that the knowledge in relation to the Course acquired through the MoU shall not be used for



a period of two (2) years from the date of termination of the MoU by either Party.

14. The First Party undertakes that the Course shall be propagated and exercised only through the Second Party and no other party shall be approached for the delivery of the Course in any of the campus under the management or ownership of the First Party, during the term of this MoU.
15. The MoU shall be read and be exercised in whole and no part of the MoU shall be read and exercised separately. The MoU consists of the MoU and Schedule – A. Schedule – A shall be amended from time to time and such amended Schedule – A shall form an integral part of the MoU.
16. Notwithstanding anything contained in this MoU. For any matters not specifically covered by the MoU the parties shall mutually discuss the same and reach a consensus, and such agreement shall be documented, signed and shall be attached with the MoU for future reference and thereafter shall form part of this MoU.
17. Each Party shall release, protect, defend, indemnify and hold harmless the other Party from and against any and all losses, claims, judgments and awards arising out of i) injury, illness, disease or death suffered by each Party's personnel, and/or ii) damage or loss of each Party's property, arising out of or in any way relating to this MoU, howsoever and whomsoever caused.
18. Each Party shall pay all taxes, assessments and fees, if any imposed on it by the governmental authorities time to time in connection with this MoU.
19. Either party to this MOU may intimate its desire to make change/s to any of the clauses herein, except those which otherwise affects adversely the very purpose of this MOU. Upon mutual acceptance of the desired changes, an amended MOU may take effect from the date of the MOU so amended. The said acceptance of the change/s shall be intimated to the requesting party, in writing.



20. Neither party to the MOU herein shall be liable for any type of loss or damage which may be caused due to the Acts of God, strike, civil disturbances, et al.

21. Both the parties to the MOU agree that the aggrieved party shall put forth its grievances in the form of written notice to the other party, and the same shall be resolved through mutual discussions and negotiations, acknowledging the requirements of the students' future.

This MoU shall be governed by and construed in accordance with the laws of India. Any dispute arising under this MoU shall be discussed and mutually resolved by the Parties. If such mutual discussions do not settle the dispute within sixty (60) days, the Parties agree to refer the matter for adjudication by the relevant courts in Bangalore. WHEREAS, this MOU shall be interpreted as per and includes the rules of interpretation of such MOUs, as specifically prescribed by the Law/s for the time being in force.



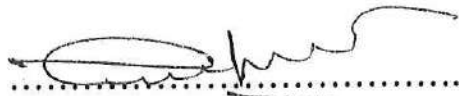
WHEREFORE, this MOU is entered into on the date, month and year abovementioned, and the parties above mentioned have set their seal and signature/s as hereunder.

Signatures

1.  21/10/21

Dayananda Sagar University, duly represented by its V.C. / Registrar

Registrar
Dayananda Sagar University
Bangalore

2. 

GLOBALFTI Pvt. Ltd., duly represented by its Director,

Mr. Narayanan Nambiar

Schedule –A

The **FEE STRUCTURE** agreed to between the parties herein are as below:-

1. ACCA Registration & Annual Subscription Fees
2. ACCA Examination Fees
3. Charges for utilizing GFTI Faculty by DSU
4. GFTI ACCA Training & support fees per student
5. Payment Terms

1. ACCA Registration & Annual Subscription Fees

Every student enrolled for the ACCA program irrespective of the options has to pay Annual Subscription Fees directly to ACCA. First party acknowledges that the Second party has no control over the said fees and the same is determined by ACCA. Refer *Table 1-ACCA Program Charges*.

GFTI shall try with ACCA to get maximum possible discount in the initial registration fees and annual subscription fees. All registrations will be handled by GFTI after getting all required documents and collecting amounts if any required from the respective students shall be the responsibility of the First party.

Table 1: ACCA Program Charges

ACCA Program Charges 2021	Fees in GBP
Initial Registration	£30
Annual Subscription	£112
Re-registration Fee	£89



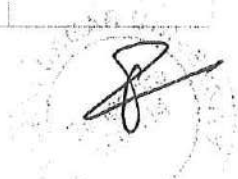
2. ACCA Examination Fees

Have to be paid as per ACCA guidelines (to be paid to ACCA directly by the student). Neither DSU nor GFTI shall have any role to play in the payment of the abovesaid fees, except that of guiding the students generally about depositing the fees. Refer *Table 2 - ACCA Exam Fees*.

All ACCA fees are subject to change from time to time, please refer to ACCA website www.accaglobal.com for latest applicable fees.

Table 2: ACCA Exam Fees [Applicable for 2021 onwards]

Exam	December 2021 Early Bird Exam Fee	December 2021 Standard entry exam fee	December 2021 Late entry exam fee
BT: Business and Technology	NA	NA	NA
MA:Management Accounting	NA	NA	NA
FA:Financial Accounting	NA	NA	NA
LW:Corporate & Business Law	NA	NA	NA
PM:Performance Management	NA	NA	NA
TX:Taxation	NA	NA	NA
FR:Financial Reporting	£116	£123	£313
AA:Audit And Assurance	£116	£123	£313
FM:Financial Management	£116	£123	£313
Optional Paper - 1	£147	£154	£348
Optional Paper - 2	£147	£154	£348



SBR: Strategic Business Reporting	£147	£154	£348
SBL: Strategic Business Leader	£203	£216	£348

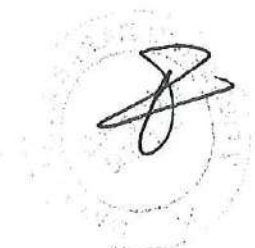
3. Globalfti charges to DSU for utilizing Globalfti faculty for program delivery of 7 non-exempt ACCA papers which are integrated into the B.Com curriculum.

- i. Per Subject Rate : INR 1,50,000/- (inclusive of 18% GST)
- Above fees is for 60 Hrs of classroom training by GFTI faculty for 1 ACCA subject for 1 session only.
 - Includes question paper setting for midterm & final exams for the particular subject.
 - Includes paper correction by GFTI faculty

Additional | Supplementary and Optional Provisions for students (Hands)

4. GFTI ACCA Training & Support charges per student joining ACCA program is as given below:

- i. Fixed fee of Rs. 50,000 [inclusive of 18% GST]
- Above fees includes initial registration fees with ACCA.
 - Training fees for 7 non exempted ACCA papers at GFTI centre or online mode, as per student's choice.
 - DSU students who join the program and pay the amount mentioned above can attend classes even after they complete the DSU Bcom program.
 - Placement support after completing ACCA course

- ii. Books fees of Rs. 2,700 per subject. This will be on actuals if student wishes to purchase hard copy books. Each set comprises of 1 study text and 1 revision kit from ACCA approved publisher.

5. Payment Terms

- i. Students to pay GFTI directly the fixed fees as mentioned in Clause 4(i) of Schedule – A.
 - ii. Students to pay GFTI directly the fees for Books as per rates mentioned in Clause 4(ii) of Schedule – A.
 - iii. No refund of fees will be done if student cancels admission to the course after they pay fees and registration process is complete. Book Fees will also not be refunded if already ordered.
6. Globalfti will raise the invoice payable by DSU for every semester/ course for :
- Each subject - Once each subject delivery is completed in the particular semester.
 - DSU must make all the payments within 15 Days of invoice receipt.





DAYANANDA SAGAR UNIVERSITY

SCHOOL OF ENGINEERING

Hosur Main Road, Kudlu Gate, Bangalore – 560 114. (India)

E-mail : admin-se@dsu.edu.in

3/9/2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein after referred to as MoU) is entered into on 03-09-2021 between **DAYANANDA SAGAR UNIVERSITY (DSU), BENGALURU** and **GOVT. TOOL ROOM AND TRAINING CENTRE – BENGALURU**.

Dayananda Sagar University (DSU), is created by an Act of the Karnataka State in 2014, built on this adorable legacy and inspired by its own milestones, meeting the needs of quality higher education in this part of the world. The School of Engineering under Dayananda Sagar University provides science & technology-based education that is required to develop high caliber engineers suitable for industry and scientific organization. It has widest choice of engineering branches having eight under graduate courses, BCA & MCA programs. It is located in kudlu Gate, Hosur Main Road Bengaluru, 560068, Karnataka India. (Hereinafter referred to as DSU)

Government Tool Room & Training Centre [GTTC] is a joint venture of the Government of Karnataka and the Government of Denmark, established in the year 1972 at Bangalore. The objectives of GTTC are to provide employable skill training to youth and providing skilled manpower & technical services to various industries. GTTC is providing skill building training programs in Tool & Die Making, Precision Manufacturing, Mechatronics, Electronics and need based short term training programs. GTTC has twenty-two centers in the State.

GTTC is administratively governed and functioning under skill development, entrepreneurship & livelihood department under Government of Karnataka. GTTC with Siemens Industry Software India Pvt.Ltd (SISW) and DesignTech Systems Ltd. have signed a Memorandum of Understanding for the establishment of four Centres of Excellence (CoEs) at its following centers: Bengaluru, Mysuru, Kalaburgi, and Dandeli.

Background

This MoU is for the benefits of students of Mechanical Engineering Department. The purpose of signing MoU is for the conducting of internship Training Program, Projects, Workshop, Seminar.

1. BENEFITS TO DSU, BENGALURU

1.1 Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Mechanical Engineering

1.2 Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology and software in Mechanical Engineering

1.3 Opportunity for the faculty of DSU, BENGALURU to design world class curriculum capable of delivering the required skills in Manufacturing and product design and development

1.4 Students will get 20% discount in course fees, provided with minimum batch quantity of 20 numbers.

1.5 Students and faculty will get the technical support on latest technology along with paper presentations and live projects

MONITORING OF IMPLEMENTATION

A co-ordination committee consisting of two faculty members of **DSU, BENGALURU** and two officers nominated by **GOVT. TOOL ROOM AND TRAINING CENTRE – BENGALURU** will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review on progress.

GENERAL

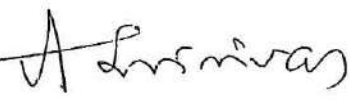
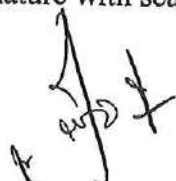
1. This MoU may be terminated by either party through a notice of one month.
2. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
3. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other. The disclosure of any such information or data between the parties shall be made pursuant to an executed confidentiality agreement.
4. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
5. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
6. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.

7. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.

8. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

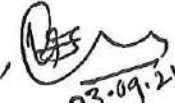


SUMMARY:

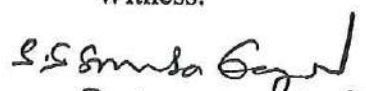
GOVT. TOOL ROOM AND TRAINING CENTRE – BENGALURU proposes to make available the appropriate technology and expertise to develop **DSU, BENGALURU** position as a leading institute providing high quality skilled resources. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

<p>Signature with seal,  Date 3.9.2021 DEAN, SCHOOL OF ENGINEERING, DSU, BENGALURU DAYANANDA SAGAR UNIVERSITY, KUDLU GATE, HOSUR MAIN ROAD, BENGALURU - 560 068</p>	<p>Signature with seal,  Date 03.09.2021 GOVT. TOOL ROOM AND TRAINING CENTRE Principal BENGALURU Govt. Tool Room & Training Centre, Rajajinagar Industrial Estate Bangalore - 560 016</p>
--	---



Witness:

- 1) Dr. Vinayak. Hemadri,  03-09-21
- 2)  (Dr. A.K. Bavarthi)
- 3) Dr. Vaibhav Am  3/9/21

Witness:

Designated Tech 2/09/21



MEMORANDUM OF UNDERSTANDING

This agreement is made this 25th day of November-2021 between Dayananda Sagar University, India (DSU) and Group Pharmaceuticals, 521/A, II main, II Block, II stage, Rajajinagar, Bengaluru - 560010

OBJECTIVE

In the spirit of research and with mutual interest in cooperation, DSU and Group Pharmaceuticals enter into this Memorandum of Understanding (MoU).

NOW THEREFORE, the agreement witnesseth as follows:

SCOPE OF WORK

- a. Development of new products with potential for patent and licensing out
- b. Development of projects and experiments for evidence-based marketing
- c. Contributing through product improvements for established products (e.g., improvement of flavor profile, texture improvement etc.)
- d. Development of new quality testing methods
- e. Research Project related confidentiality, Project execution, publication, and patent
- f. Exchange programs - Sharing of resource persons to train faculty and students of DSU and employees of Group Pharmaceuticals.
- g. Sharing of Platforms to create a brand value for both the organizations (Conference, symposium etc.)
- h. Internship for students.

DURATION AND EVALUATION

This MOU shall be in effect for a period from 25/11/2021 to 25/11/2026. Either party may request termination of this agreement, in writing, 100 days prior to the proposed termination date.

Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing.

A joint evaluation of the MOU will be initiated by the designated representatives 3 months prior to the expiration date.

Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

NON-DISCRIMINATION

The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.



COMPLIANCE WITH LAW

The parties specifically intend to comply with all applicable laws, rules and regulations as amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time for revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

FORCE MAJEURE

In the event students are unable to complete the Program due to causes beyond the control of either parties, including, but not limited to: acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond reasonable control, Either party will assist the affected in finding an alternate.

CONFIDENTIALITY

None of the parties shall use the name, logo, likeness, trademarks, image or other intellectual property of either of the other parties for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use. Either party may refer to the affiliation with each other in public information materials regarding the relevant Program

INDEPENDENT CONTRACTORS

Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of agency, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party.

SEVERABILITY

The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.

WAIVER

The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.

ASSIGNMENT

No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

S. Attal



Dayananda Sagar
University Bengaluru

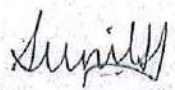
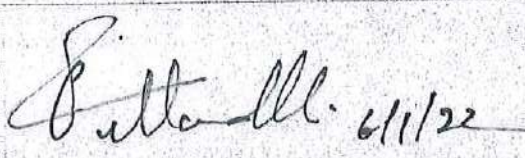


Group Pharmaceuticals Ltd


NOTICES

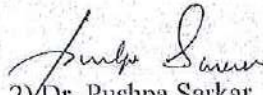
Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or facsimile transmission, or sent postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

Executed by the parties on the date, month and year first above mentioned, acting through their authorized signatories.

Executed for & on behalf of:	Executed for and on behalf of:
GROUP PHARMACEUTICALS 521/A, II Main, II Block II stage, Rajajinagar Bengaluru - 560010	DAYANANDA SAGAR UNIVERSITY Kudlu Gate, Hosur Road Bengaluru - 560068
 6/1/2022	 6/1/22
Name: Sunil Chiplunkar	Name: Dr. Puttamadappa C
Designation: VP- Business Development	Designation: Registrar, DSU

WITNESS


1) Dr. V Murugan
Principal, COPS, DSU
Bengaluru


2) Dr. Pushpa Sarkar
Dean, SAHS, DSU
Bengaluru

Date: 24/12/21

100

100



Harper Adams
University

with compliments

Chancellor: HRH The Princess Royal

Harper Adams University Newport Shropshire TF10 8NB T +44 (0) 1952 820280 F +44 (0) 1952 814783 W www.harper-adams.ac.uk

Vice-Chancellor: Dr D G Llewellyn BSc MSc DBA FIAgrE ARAgS University Secretary: Dr C E Baxter BA PhD

Registered Charity No. 1147717 Registered in England and Wales as a Company limited by guarantee under Company No. 8049710

Dear Dr Kaushal,

Please find mail enclosed.

Kind regards,

Andy Jones



**Dayananda Sagar
University**

See the dream

Shavige Malleshwara Hills,
Kumaraswamy Layout,
Bangalore - 560 078,
Karnataka, India.
Tel : +91-80-42201997,
42113566, 26662226
Fax : 080-42201997, 080-26660789
www.dsu.edu.in

Ref. :

Date :



**Harper Adams
University**



**Dayananda Sagar
University**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

DAYANANDA SAGAR UNIVERSITY

AND

**HARPER ADAMS UNIVERSITY
NEWPORT
UNITED KINGDOM**



Dayananda Sagar University

Like the dream

Shavige Malleshwara Hills,
Kumaraswamy Layout,
Bangalore - 560 078,
Karnataka, India.
Tel : +91-80-42201997,
42113566, 26662226
Fax : 080-42201997, 080-26660789
www.dsu.edu.in

Ref. :

Date :

In order to enhance the educational capabilities of Dayananda Sagar University and Harper Adams University, it is proposed that collaborations and exchanges be initiated in Agriculture and related fields as may become beneficial. The programmes to be initiated through this agreement are based on a spirit of cooperation and reciprocity and will be of mutual benefit to both parties. The agreement is intended as the starting point for collaboration to exploit the complementary nature of the strengths of research, teaching and enterprise and shall focus primarily on student and faculty exchanges, joint research and educational programs and research contracts. It is envisaged that each institution will manage its own costs and will seek to share the benefits gained through this cooperation.

GENERAL AREAS OF AGREEMENT

1. Both institutions agree to academic exchanges in various areas of education, research, and extension.
2. Both institutions will make every effort to exchange faculty, scholars, and students, as well as educational, research, and extension materials appropriate to the areas of collaboration.
3. Specific details of exchanges noted above will be negotiated subject to the approval of each institution.
4. Prior to engaging in any Collaborative Activity, as set forth in "Specific Areas of collaboration" below, each institution shall obtain the prior written agreement of:
a) the Head of the Institution or designee; b) the relevant Faculty Dean or Head of Department; and c) the Faculty members in question.
5. All intellectual property used in connection with any collaborative activity shall remain the property of the party creating such intellectual property.
6. Any intellectual property discovered, made or conceived in the further development of and/or performance of any collaborative activity shall be determined by the terms of specific research agreements negotiated by the parties. The parties will endeavour to reach an agreement regarding intellectual property rights prior to the creation of the intellectual property. If the parties cannot reach an agreement, the intellectual property shall be deemed joint intellectual property with the parties sharing equally in rights thereto.
7. Subject to the governing law of each Institution's jurisdiction regarding public records, the Institutions agree not to use or disclose to anyone information belonging to the other party which is disclosed in connection with this MOU which is of confidential nature and agree not to make any announcements of any nature in respect of this MOU without the consent of the other party hereto.



**Dayananda Sagar
University**

Use the dream

Shavige Malleshwara Hills,
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Karnataka, India.
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42113566, 26662226
Fax : 080-42201997, 080-26660789
www.dsu.edu.in

Ref. :

Date :

SPECIFIC AREAS OF COLLABORATION

1. Research Collaboration

Joint research programmes may be developed, which will lead to joint research projects, joint publications, and faculty and graduate student exchanges. Travelling and accommodation expenses for exchanges or visits involving faculty will be the responsibility of the University, or Faculty or Department of that University, whose staff are undertaking the exchange or visit. The initial funding for research, faculty exchange and graduate student research projects will be the responsibility of each institution, but the parties will endeavour to develop joint funding opportunities in the future. Faculty of both institutions will identify projects of mutual interest. The specific areas of research collaboration will initially focus on agriculture and related sciences. Other joint projects will be developed to benefit both parties. These specific programs will be negotiated under separate agreements.

2. Faculty Exchange

As a part of research collaboration, both parties will provide opportunities and convenience for faculty exchanges. Such programmes, to the greatest extent possible, will be conducted on a reciprocal basis, providing commensurate opportunities for the faculty of both institutions. The specific terms for funding such faculty exchanges will be negotiated under separate and specific agreements.

3. Student Mobility

The institutions may consider the development of opportunities for study abroad and exchanges relating to research, educational and cultural enrichment. This exchange will follow the terms defined in a separate agreement.

4. Educational Training

Academic courses of mutual interest may be developed at the senior undergraduate and master's degree level at both institutions to be offered to students from the other institution. Prior to doing so, the two institutions will develop additional MOAs describing terms and conditions for student exchange, course and/or degree development, course articulation and the terms for awarding of credit.



**Dayananda Sagar
University**

Be the stream

Shavige Malleshwara Hills,
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42113566, 26662226
Fax : 080-42201997, 080-26660789
www.dsu.edu.in

Ref. :

Date :

5. Graduate Student Exchange

Both parties may provide opportunities and convenience for a "Sandwich-type" graduate programme for qualified candidates, meaning that candidates will be sent to work on a particular research project for 6-12 months in a laboratory at the visiting institution that corresponds to his/her chosen field involving supervisors from both parties towards quality research leading to publication. The specific terms for funding such graduate student exchanges, including the graduate student qualifications, specific duration of the exchange and type of supervisory involvement from each institution, will be negotiated under separate and specific agreements.

6. Research and Internship Experiences

Subject to the governing law of each Institution's jurisdiction, both parties may provide assistance for students looking for industry internships. Internships are an integral part of the graduate programs, and the partner institutions agree to facilitate connecting qualified students with corporate opportunities. The specific terms relating to the internship process will be negotiated under separate and specific agreements.

7. Enterprise and Entrepreneurial Activity

The parties may consider the development of possible enterprise and entrepreneurial activities, including the promotion of international technology transfer and exchange. Any activity will be negotiated under separate and specific agreements.

MISCELLANEOUS

1. This MoU will remain in effect for five (5) years from the date of signing, and is renewable thereafter for five-year terms subject to mutual consent in writing. Either party may terminate this MoU by giving at least six months notice in writing to the other party.

2. This MoU sets out the basic terms of the proposed Collaboration and is not intended to be exhaustive.



Dayananda Sagar University

Give the dream

Shavige Malleshwara Hills,
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Karnataka, India.
Tel : +91-80-42201997,
42113566, 26662226
Fax : 080-42201997, 080-26660789
www.dsu.edu.in

Ref. :

Date :

Specific units involved at Dayananda Sagar University:

For example:

Agri-Business
Animal Production
Engineering
Food Technology/Production
Crop Sciences
Agriculture

Specific units involved at Harper Adams University:

Academic Departments of:

Animal Production, Welfare and Veterinary Sciences
Crop and Environment Science
Engineering
Food Science and Agri-Food Supply Chain Management
Land, Farm and Agribusiness Management

SIGNATURES

Vice-Chancellor

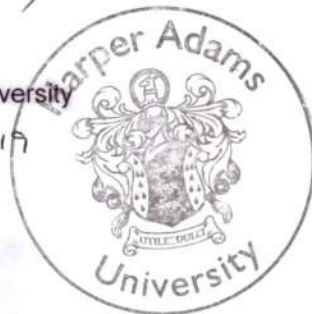
Harper Adams University

Date: 15.5.2019

Director of Learning and Teaching

Harper Adams University

Date 15.6.19



Vice Chancellor

Dayananda Sagar University
Bangalore.

Vice-Chancellor

Dayananda Sagar University

Date: 15/5/2019

Registrar

Dayananda Sagar University

Date: 15/5/19

Registrar
Dayananda Sagar University
Bangalore.

**Memorandum of Understanding
on
Annotation of Medical Imaging Data**

This tri-partite agreement made by and between

College of Physiotherapy

Having its office at Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore – 560078
(Hereinafter referred to as COPT),

AND

**Computer Science and Engineering Dept,
Dayananda Sagar College of Engineering, Bangalore**

Having its office at Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore – 560078
(Hereinafter referred to as DSCE),

AND

HeartHealth Technologies Private Limited (HTPL)

Having its office at, DERBI Foundations, Kudlu gate campus, Hosur road, Bangalore (hereinafter
referred to as HTPL)

WHEREAS,

The COPT, represented by **Dr Srihari Sharma Professor COPT**, is an academic institution engaged in providing quality education and training to UG and PG students. COPT has been part of training program conducted by DSCE for healthcare domain training to employees of Siemens Healthineers. Dr Sharma is also one of the advisors for HTPL.

And

DSCE, represented by **Prof Arbind Kumar Gupta**, Prof CSE Dept, is an academic institution that is engaged in providing quality teaching and research. DSCE has also been engaged in providing regular quality training on healthcare technologies to employees of Siemens Healthineers.

And

HTPL is a start-up company engaged in research and development of healthcare products, incubated in DERBI and funded by them represented by Wing Cdr (retd) Haridas Nair. HTPL is already working with students of DSCE by supporting a hackathon and subsequently working with students to develop solutions for select units of their product development.

HTPL has tied up with other leading hospitals for sharing of heart related imaging data and COPT has kindly agreed to annotate this data for HTPL. Dr. Sharma agrees that a team of ten to fifteen selected students from COPT can be trained by HTPL, initially through Instructor led Training programs and subsequently through Video Assisted Training programs to train and develop a team of the selected students. These trainees will undertake the task of annotating the images made available by HTPL and infrastructure provided by DSCE. The selected students will carry this research at their spare time without affecting their regular work. This exposure to Clinical knowledge, imaging technologies and and image interpretation, will be of great value to students of COPT too.

This will be the ideal practice of the much discussed and debated, industry-academics- Laboratory confluence and cooperation.

1 Areas of Cooperation – Terms and Conditions

Now, therefore, in consideration of the above premises and based on mutual understanding, the parties herein agree to the following points in this MoU:

1. This MoU will be valid for a period of 2 year from the date of last signature made on this document.
2. An initial Hands-on-Training will be imparted to the selected students by HTPL.
3. This Hands-on-Training will be video recorded to make it an online training. Subsequent students will go through this online training first, followed by a short class room training.
4. A Certificate of proficiency on annotation shall be issued by Ms HeartHealth to all the interns who successfully participate in this program. Students can start the annotation work only after completion of training.
5. Laboratory space for doing annotation work will be provided by DSCE, in the medical imaging lab or the IOT lab (currently located in building number 22).
6. Computers and all infrastructure required for the execution of this program will be provided in the Lab by HTPL.
7. Guidance and Advice on Annotation shall be provided by COPT and HTPL.

- COPT will be fully responsible for management of this program, by selecting students with right aptitude. COPT shall ensure that they do report to their counterpart in HTPL. Their regular attendance and participation shall be ensured by COPT. All effort will be made for timely completion of the annotation work.

2 Remuneration

- HTPL shall pay an amount based on number of patients that have been successfully annotated in a month. 50% of that will be paid to students as stipend, 30% to COPT and 20% to DSCE. The stipend shall be directly paid to students under intimation to the COPT. The amount will be paid monthly based on number of patients that they have successfully annotated in that month.
- The amount to be paid for annotating one patient is initially fixed at 500. However, this may change from time to time and any change to this shall be worked out jointly by HTPL and COPT, without any amendment to this document.
- The amount thus accrued will be transferred on line to the account maintained by the COPT and Dr. Srihari Sharma will further re-distribute it to the interns concerned and the DSCE.

3 Amendment and Termination

- It may be terminated any of the three parties by giving one month's notice to the other party. In the event of termination by one party, the other two parties will continue to remain part of this MoU, unless another party also terminates this agreement.
- During the operation of the MoU, circumstances may arise which may call for amendments in the MoU, which shall be mutually discussed and agreed upon by both parties in writing and shall form part and parcel of the original MoU as amendments.

4 Non-Disclosure Agreement

- Each student will sign a small non-disclosure agreement, attached herewith, for not sharing this data with anyone else, without the written permission from HTPL.
- The signing of this MoU binds all participating organizations to the non-disclosure agreement, as defined in addendum-I.
- The patient data provided by HTPL for annotation work shall be treated as confidential and will not be shared or duplicated in any form whatsoever.

FOR DSCE

Authorized Signatory

Name: Dr. D.R. Ramesh Babu
Dr. D.R. Ramesh Babu
VICE PRINCIPAL

Dayananda Sagar College of Engineering
Kumaraswamy Layout, Bangalore - 560 078.

For HTPL

For eARTHealth Technologies Pvt. Ltd.
Authorised Signatory

Name: RAVI CHIVUKULA
Director

For College of Physiotherapy

Authorized Signatory

Name: SRIHARI SHARMA.K.N.



IBM
CORPORATION
19100
ARMONK, NY 10504
U.S.A.

Memorandum of Understanding

Between

Dayananda Sagar University

And

IBM India Pvt. Ltd

This Memorandum of Understanding ("MOU") is entered into at effective as of 24-July-2015 ("Effective Date"), by and between:

IBM India Private Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Subramanya Arcade, Bannerghatta Road Bangalore 560076 and hereinafter unless the context otherwise requires be referred to as "IBM".

And

Dayananda Sagar University having its registered office at Shavige Malleswara Hills, Kumaraswamy Layout, Bangalore 560078 hereinafter unless the context otherwise requires be referred to as "DSU".

WHEREAS Dayananda Sagar University with a view to provide best in class skills to students and faculty members in higher education and to disseminate knowledge through novel techniques and methodologies for the benefit of large sections of society, offering a wide range of programs.

WHEREAS DSU and IBM having felt the need to provide the learners with the trainings which may lead to enhanced skills, IBM and DSU agree to collaborate through the IBM Career Education program.

WHEREAS DSU and IBM agree that all discussions between DSU and IBM are non-binding unless and until the parties enter into written, definitive agreement signed by their duly authorized representative and neither party shall be obligated to enter into such an agreement.

WHEREAS IBM anticipates that DSU will elect to engage IBM as the primary and preferred technology provider and for software training services.





Now therefore this MOU witnesses:

I - DEFINITIONS

Dayanand Sagar University, shall include, unless repugnant to the context otherwise require, its associates-_____.

"Faculty" hereby refers to Training Staff of DSU,

"Students" hereby refers to all the students of DSU

"Program(s)" hereby refers collectively to Career Education program of IBM that includes initiatives like SEED, CEBT etc. for Engineering, IT or Business Schools in colleges and Universities. For more information please refer to <http://ibm.com/in/careereducation>

"SEED" hereby refers to the faculty development training program initiative as Software Engineering for Educational Development

"CEBT" hereby refers to the program as Career Education for Business Transformation, a training program to provide multi-disciplinary skills to students and faculty members

Career Education Courses: courses as agreed with DSU for which DSU students or faculty members will receive training

"Business Partner" means organizations certified by IBM to commercially sell its Program and also conduct training under the programs.

"Software" or "Product" means the IBM computer software packages identified for introduction in the Program

"Courseware" hereby refers to books or education material given in any form like printed books, CDs, PDFs etc.

I. Foreseen benefits of the collaboration

a) DSU

- Opportunity to emerge as one of the competent entities in the academic circles in various areas of Information technology;
- Opportunity to be recognized by the Industry and academic circles as one of the preferred location/institution for acquiring training and skills in latest technology and software;
- Opportunity to students and faculty members to increase their knowledge and acquire skills on best-in-class IBM Software
- Opportunity to design innovative curriculum and on various industry specialization using relevant IBM Software
- Opportunity to learn from the practitioners in the industry from IBM or business partners
- Opportunity for students and faculty members to avail professional and global certification on IBM Software
- Opportunity to setup a joint and co-branded Lab on the campus with IBM, focused on various specialty areas like Big Data, Analytics, Mobility, etc.
- Opportunity to conduct independent non-commercial research by faculty members as per guidelines from IBM time to time
- Opportunity to receive Courseware from IBM designed by professionals in IBM Software Labs
- Opportunity to conduct various seminar and workshops with IBM in the institution
- Opportunity to co-market with IBM to promote Programs

b) IBM





- Availability of skilled resource pool armed with IBM Software skills that various organizations may want to evaluate for recruitment
- Propagation of IBM Software and technology knowledge & skill to various students and faculty members

III – TERMS AND CONDITIONS

a) Courseware and Training

IBM, through its own personnel or authorized business partners, will provide Courseware and/or perform the Training activities for Career Education courses as per the details given below in Annexures. The MoU shall only govern the provision of products and services provided by IBM Career Education, a division of IBM India Private Ltd to DSU. DSU will pay for the courseware and/or trainings in advance to IBM.

Under this MOU, DSU also assures IBM that it will enroll its students and/or faculty members taking IBM Career Education courses every year from the effective date of the signing this MoU, It will also be the endeavor of the DSU management to initiate the process of IBM Career Education courses to be included in their curriculum in case it has not been included so far.

b) Software

IBM will provide all relevant IBM Software required for the training programs through the WW Academic Initiative program. This software should be used strictly for training & enablement purposes for students & faculty members of DSU. No commercial usage is allowed. Software is available under applicable IBM International Program License Agreements (IPLA) and terms and the provisions of this MOU only.

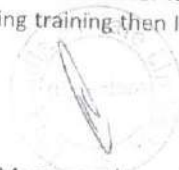
IV - BREACH OF MOU

In the event of any breach of the terms of this MOU, which is capable of rectification, by either party hereto, such other party shall be entitled to call upon the party to rectify such breach within Thirty days from the date of the notice, failing which the breach shall be deemed to be a material breach, and shall entitle such other party to rescind this MOU for material breach.

V – TERM AND TERMINATION

The MOU shall be effective from the effective date, and shall be valid for a term of Three (3) years, unless terminated earlier by either party, or extended mutually by both parties hereto, on the same terms and conditions as herein.

This MOU will terminate upon written notice by either party. The notice of termination should be issued at least 30 days before the intended date of termination unless extended or terminated earlier. If at any time any party wishes to withdraw from further evaluations and discussions in connection with the subject matter of this MOU and terminate this MOU, it may do so with or without cause and without liability by providing the other party with written notice of its intention to withdraw from further evaluations and discussions. (in case IBM is providing training then IBM to complete the batch in session and or registered





irrespective of termination period / date, subject to all the payments and other obligations having been met by DSU in a timely manner).

In the event of termination of this MOU for any reason whatsoever, including termination due to breach by IBM, any software or courseware licenses granted to DSU by virtue of this MOU, shall also stand automatically terminated without any further act of parties. DSU will also return or destroy at IBM's discretion, all material provided by IBM including courseware slides, soft copy courseware provided by IBM towards trainings.

The following obligations will survive termination of this MOU for any reason:

Use and nondisclosure of confidential information,

Indemnification and Liability,

Obligations to make payments of amounts by DSU that become due by virtue of this MOU, prior to termination.

VI – LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, punitive, special, incidental or consequential damages arising out of or in connection with this MOU, whether for breach of this MOU or in torts, including loss of business, data, revenue, profits, or for any third party against the other (except as specifically admitted by paragraph 2 below) whatsoever.

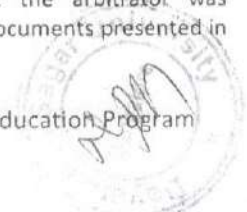
Except for IBM's obligation to indemnify DSU in the event of breach of third Party Intellectual Property rights (as set out in under the applicable definitive agreement) and except in the event of breach by DSU of any of IBM's Intellectual Property rights or IBM confidential information rights, the Parties agree that either Party's liability for any loss or damage to the other, its customers, or any third party, as a result of or in connection with this MOU, shall not exceed in the aggregate the amounts received by IBM, from DSU under this MOU.

VII – ARBITRATION

Any and all disputes, controversy or claims related to or arising in connection with this MOU shall first be referred to Vice Chancellor, Dayananda Sagar University and Country Manager, Career Education program of IBM for an informal resolution.

If this informal resolution Dayananda Sagar University does not resolve the dispute, then the matter will be referred to and settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of any such arbitration shall be Bangalore. The award of the arbitration may be enforceable in any court of competent jurisdiction. Each party shall bear its own costs and fees in connection with the arbitration.

Unless agreed otherwise, the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the president of the Bar Council of India. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred. If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints, the first appointed arbitrator shall be the sole arbitrator, provided that the arbitrator was validly and properly appointed. All proceedings shall be conducted, including all documents presented in





such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

VIII - GENERAL

This MOU shall not be construed to be an agency or a partnership or joint venture or an employment relationship. Neither party shall be entitled to bind the other party with any third party by its actions, unless it has specifically obtained the prior written consent of such other party to do so.

Each party is an independent contractor, and nothing under this MOU shall be construed to create an employment relationship, whether for tax or for any other purpose, nor any partnership or joint venture between the parties. No provision of this MOU grants either party any express or implied right of authority to assume or create any obligations or responsibility on behalf of or in the name of the other party, or bind the other party in any manner or thing whatsoever. Neither party nor its personnel shall be considered employees of the other.

Neither party shall assign or transfer this MOU or any benefits or rights or obligations accruing to it under this MOU, without the prior written consent of the other party.

IBM shall during the term of this MOU be entitled to audit only the courseware & the software provided under this MoU, its license usage, records of licenses hosted on DSU premises as well as training attendance records maintained by DSU. This audit can be conducted only during reasonable business hours and two weeks notice for audit. Cost of the audit is to be borne by IBM.

The existence and substance of this MOU and the rights and obligations of the parties herein will be kept confidential by DSU and will not be disclosed to any third party without the prior written consent of IBM. Notwithstanding the foregoing, DSU may make such disclosure to the extent required by law, court or statutory authority, in which case DSU will promptly inform IBM to allow IBM a reasonable opportunity to obtain a protective order. IBM and DSU agree not to use the trademark, trade names, services or any other proprietary marks of the other party in any advertisement, press releases, publicity matters or other promotional materials without prior written approval of the other party. Any press release, publicity or media interaction pertaining to this MoU signing or IBM activities on campus need to have prior written consent from IBM. The use of IBM Logo shall be subject to prior written permission by IBM and under the terms of the applicable agreement such as Trade Mark License Agreement executed between DSU and IBM or IBM's parent or affiliates. Any violation of this paragraph will amount to material breach and will lead to the termination of this MoU.

This MOU supersedes all prior oral or written communication, discussions and representations communicated between the parties hereto in respect of the subject matter of this MOU. Any modification to this MOU shall only be made by way of a written document duly executed by representatives of both parties hereto.

If any provision of this MOU is held to be unenforceable or illegal under certain circumstances for any reason, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions hereof and such provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances.





Any notice under this MOU will be in writing and delivered by hand or by registered mail, return receipt requested, to the other party at the registered office or as may be substituted by the notice. If any notice is sent by mail, notice will be effective on the date of receipt.

DSU shall maintain at all times, a one-point contact for the IBM trainings being conducted at the institution. Any change in the contacts below will be promptly notified to IBM.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date, month and year, hereinabove written.

Signed:

For Dayanand Sagar University

Name: *Dr. Premchandra Sagar*

FOR MAHATMA GANDHI VIDYA PEETHA TRUST
Designation:

[Handwritten Signature]

Signature: _____
Authorized Signatory



2

For IBM India Private Ltd.

Name: *KUNAL DOREJA*
COUNTRY MANAGER,

Designation: *CAREER EDUCATION, INC.*

Signature: _____



This Memorandum of Understanding (hereinafter referred to as MoU) is made on this 6th day of January 2022 by and between the ICAR-Indian Institute of Horticultural Research, having its Head Office at Hessaraghatta Lake Post, Bengaluru-560089 [hereinafter called "ICAR-IIHR"/First party], a constituent Research Institution of the Indian Council of Agricultural Research, Krishi Bhavan, New Delhi-110 001 on the ONE PART and Dayananda Sagar University (autonomous), having its headquarters at Bangalore [hereinafter called "D S U"/Second party] on the OTHER PART (who for the purpose of this MoU are hereinafter collectively referred to as the parties).


The parties, having discussed fields of common research interests and allied activities between the two institutions, have decided to enter into long-term collaboration for promotion of students' training and quality postgraduate research in cutting edge areas in accordance with the provisions contained in the Guidelines issued *vide* Letter No. 2-8/2012- HRD dated 25th April, 2014 or as revised from time to time.

WHEREAS the "First Party" is involved in the studies on Research education and extension of horticultural crops AND WHEREAS the "Second Party", established *vide* F. No 734 dated 27th OF FEBRUARY 2013 by Govt. of India/Govt. of Karnataka (Name of the Agency) *vide* Act No. 20 OF 2013 of Karnataka and recognized by University Grants Commission] at its School of Basic and Applied Sciences is involved in life science research. (specific areas of research).

AND WHEREAS it has been considered expedient to agree in writing to participate jointly in the projects requiring expertise and logistics from both the parties.


Article 1. Scope

The Second party will recognize the First party as an Institute for conducting research related to the thesis requirement of the research students for B.Sc and M.Sc (degree). The Second party will recognize Scientists of the ICAR Institute as recommended by its Director in accordance with the University rules and regulations for guiding students working for the said degree. Operational details of research effort and collaboration will be made in common research programmes and/or projects restricted to specific mandated domain within the approved disciplines/divisions of ICAR-IIHR. The objective(s) for research work for a student coming from a Second party outside NARS should be exclusively different as far as possible.


(Signature of First Party)

निदेशक / DIRECTOR

भा.कू.अनु.प.-भारतीय बागवानी अनुसंधान संस्थान
ICAR-Indian Institute of Horticultural Research
हेसरघट्टा लेक पोस्ट, बेंगलूरु - 560089
Hesaraghatta Lake Post, Bengaluru - 560089


(Signature of Second Party)



Research instrumentation facility and library facilities available with the First party and the Second party will be made available to the faculty and research scholars. However, the costs of specific consumables will be borne by the respective organizations.

There shall be an exchange of students for academic, research and training purposes. Accommodation in the Hostel / Quarters shall be arranged, subject to availability, as per extant rates. In the event of non-availability for any reason, the students will have to make their own arrangements for boarding and lodging. The duration of exchange visits will be determined by mutual consent between both the parties.

Article 2. Management

Director of the First party and the Vice-Chancellor/Head of the Institution of the Second party will be responsible to work out operational details of co-operation between the two organizations and ensure proper and effective implementation of this MoU.

There shall be an Advisory Committee to the student, with the major guide from ICAR-IIHR as Chairman / Chairperson, and 2-3 members based on advise of the Chairman. The committee will meet at least once in a year alternatively in the institutions of the First party and the Second party to review the activities. This meeting shall include presentations on the academic and research activities, which should be open to the students, faculty and scientists. The student in consultation with the major guide shall make a presentation on outline of proposed research work, before the start of the project. All the advisory committee members, Nodal Officer, PME Cell or his/her nominee and Nodal Officer, PG Education Cell or his/her nominee shall be present in such presentation. This presentation meeting shall be open to all the faculty and students of the first and second parties.

Article 3. Exchange of Information

The term "information" includes scientific or technical data, results and/or methods of investigation, and other information intended to be provided, exchanged, or arising under project descriptions entered into pursuant to this MoU.

The parties support the widest possible dissemination of information. Each party in joint projects shall be given the right to use, disclose, publish or disseminate such information for any and all purposes.

(Signature of First Party)

भा.कू.अनु.प.-भारतीय बागवानी अनुसंधान संस्थान
ICAR-Indian Institute of Horticultural Research
हेसरघट्टा लेक पोस्ट, बेंगलूरु - 560089
Hesaraghatta Lake Post Bangalore - 560089

(Signature of Second Party)



Article 4. General Provisions

It is understood that the First party and the Second party subscribe to the principle of equal opportunity and do not discriminate on the basis of race, sex, age, caste or religion. Both the Institutions shall abide by these principles in the administration of this agreement and neither party shall impose criteria for exchange of scholars or students, which violate principles of non-discrimination.

Both parties understand that all financial agreements will have to be negotiated separately. However, a student from non-NARES system shall pay a fees prescribed by ICAR vide its circular no. **F. NO. 2-8/2012-HRD, Dated 25th April, 2014** and revised from time to time.

Both parties acknowledge that exchange of students from one party to the other shall be subject to the availability of funds and shall comply with the regulations and policies of the First party and the Second party.

Any research publications arising will be jointly published in accordance with the provisions laid out in Item 3.2.1C of the Guidelines for the students to conduct research for their degree programme as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 25th April, 2014 or revised guidelines, if any, as may be issued from time to time.

On completion of dissertation research work, if it becomes part of requirement for award of a degree, the student shall present a Colloquium before submission of the thesis in a meeting attended by major guide, all the advisory committee members, Nodal Officer, PME Cell or his/her nominee and Nodal Officer, PG Education Cell or his/her nominee. This presentation meeting shall be open to all the faculty and students of the first and second parties. One copy each of the thesis/dissertation will be submitted to the guide and Central Library of the First Party for record / archiving.

All questions related to this MoU arising during its term will be settled by the parties by mutual agreement. Disagreements at the operating level shall be forwarded to respective higher officials for appropriate resolution failing which an arbitrator of mutual acceptance may be identified for the settlement of dispute, if any.

All questions not foreseen related to this MoU will be handled by the parties by mutual agreement.

Nothing in this MoU is intended to affect other cooperation or collaborations between the parties.

(Signature of First Party)

निदेशक / DIRECTOR

भा.कू.अनु.प.-भारतीय बागवानी अनुसंधान संस्थान
ICAR-Indian Institute of Horticultural Research
हेसरघट्टा लेक पोस्ट, बेंगलूरु - 560089
Hesaraghatta Lake Post Bengaluru - 560089

(Signature of Second Party)



Article 5. Intellectual Property Rights

- 5.1 The Second party will be expected to ensure protection of the Intellectual Property Rights generated or likely to be generated during the student's research work. The ICAR as the first applicant (for its institute) and the Second party shall be the joint applicants for IPRs and the students and involved scientific staff shall be included as the inventor/breeder/author. The 'ICAR Guidelines for Intellectual Property Management and Technology Transfer/Commercialization' as amended from time to time shall be the reference for exploitation of the generated intellectual property, whose management and benefits sharing shall be mutually decided in each case.

Article 6. Admission and Fees

All those who wish to register as trainees or for Master/Doctoral programme under this MoU must apply for admission at the Second party. The allocation of Major Guide/Advisor would be finalized before the registration and will be governed by the provisions laid out in Items 3.2.1A and 3.2.2A of the Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions as notified *vide* Letter No. 2-8/2012-HRD dated 25th April, 2014 or revised Guidelines, if any, as may be issued from time to time, for the students from within NARS and outside NARS, respectively.

Admission of the students and the award of degrees for different programmes will be the responsibility of the Second party as per the rules and regulations.

Allotment of the students at the First party will be done by the approval of Director of the First party and Vice-Chancellor/Head of the Institution of the Second party.

The First party would have the right to screen the student's eligibility for admission based on their academic period.

The PME Cell of the First party in consultation with the representative of the Second party shall decide the location and sharing quantum of research work.

The number of student(s) at any particular time will be subjected to the availability of research facilities and scientists' time to guide thesis research at the First party institution.

Any student(s) admitted to the First party for training/postgraduate research, if found violating the rules and regulations laid down by the First party or indulge in such activities that amount to tarnishing the image of the Institute, or cause damage to the property, the registration of such student(s) would be summarily terminated. The Second party will not complete the formalities of issuing the certificates to such students until they compensate the losses to the First party.

(Signature of First Party)

निदेशक / DIRECTOR

भारत कृषि विज्ञान संस्थान - भारतीय बागवानी अनुसंधान संस्थान
ICAR - National Institute of Horticultural Research

हिसारगुड्डा लेक
Hesaraghatta Lake

(Signature of Second Party)



Fees will be charged from the students by the First party as per Guidelines for the students to conduct research for their degree programmes as trainees at ICAR institutions *vide* Letter No. 2-8/2012-HRD dated 25th April, 2014 or revised Guidelines, if any, as may be issued from time to time. No fee may be charged by the First party from the students registered with AU/DU within NARS. However a student registered with a Second party, outside NARS, shall be uniformly charged a fee of Rs.20,000/- for training/ research/ dissertation up to duration of 3 months and @ Rs.30,000/- per semester for the work exceeding three months. The fee structure is to be reviewed periodically after two years by the AU/DU or the ICAR Institute, as the case may be. However, the students may be charged a fee of Rs.10,000/- for training duration of three months not leading to a dissertation/ degree.

Article 7. Entry into effect, modification and termination

This MoU shall become effective on the date it is signed by the parties and shall be valid for three years at the first instance. The period of validity of this MoU may be extended by mutual consent up to five years. Both parties shall review the status of the MoU at the end of each three/five year period to determine any modification, whenever necessary. This MoU may be amended by mutual written agreement and may be terminated at any time by either party upon written notification signed by the competent authority of the party initiating termination. Such notification must be given to the other party at least six months in advance from the effective date of termination.

All joint activities not completed at the expiration or termination of the MoU may be continued until their completion under the terms of this MoU.

- 7.3 No amendment or modification of the MoU shall be valid unless the same is made in writing by both the parties or their authorized representatives and specifically stating the same to be amendment of the MoU. The modifications/ changes shall become part of the MoU and shall be effective from the date on which they are made/executed, unless otherwise agreed to.


(Signature of First Party)

निदेशक / DIRECTOR
भा.कू.अनु.प.-भारतीय बागवानी अनुसंधान संस्थान
ICAR-Indian Institute of Horticultural Research
हेसरघट्टा लेक पोस्ट, बेंगलूरु - 560089
Hesaraghatta Lake Post, Bengaluru - 560089


(Signature of Second Party)



This MoU has been executed in two originals, one of which has been retained by the First party and the other by the Second party).

IN WITNESS WHEREOF, the parties have executed this MoU and represent that they approve, accept and agree to terms contained herein.

Dr. B.N.S. Murthy
(Director)
ICAR-IIHR, Lake Post,
Hesaraghatta, Bengaluru,
Karnataka - 560 089

Dr. Puttamadappa C
Registrar
Dayananda Sagar University
Kudlu Gate, Bengaluru,
Karnataka - 560068

Dr. B.N.S. Murthy

Dr. Puttamadappa C

Tel No.080-23086100

Tel. No. 08049092908

Date:

Date: 6th January 2022

Signature with Seal

Signature with Seal

भा.कू.अनु.प.-भारतीय बागवानी अनुसंधान संस्थान
ICAR-Indian Institute of Horticultural Research
हेसरघट्टा लेक पोस्ट, बेंगलूरु - 560089
Hesaraghatta Lake Post, Bengaluru - 560089



Witness 1.....
(SMARANIKA MISHRA)

Dr. SMARANIKA MISHRA
Scientist (Vegetable Science)
Division of Vegetable Crops

ICAR - Indian Institute of Horticultural Research
Hesaraghatta Lake Post, Bangalore - 560 089

Witness 2.....

(Pritee Singh)

Dr. PRITEE SINGH
Scientist (Biochemistry)
Division of Plant Physiology & Biochemistry
ICAR - Indian Institute of Horticultural Research
Hesaraghatta Lake Post, Bangalore - 560 089

Witness 1.....
Professor & Dean
School of Basic & Applied Sciences,
Dayananda Sagar University,
K. S. Layout, Bengaluru.

Witness 2.....

Dr. Vineetha MS
Assistant Professor,
Department of Life Sciences,
School of Basic & Applied Sciences
Dayananda Sagar University,
Kumaraswamy Layout,
Bangalore - 560 078.

Dayananda Sagar University having its registered office at DSI Campus, Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore 560111, represented by **Pro Vice Chancellor, Prof. Dr. K. Muthuchelian and Registrar, Dr. Puttamadappa hereinafter called "DSU"** (which expression shall, unless it be repugnant to the context, mean and include its successors and assigns) of the **SECOND PART**.

On this 23rd day of July 2019 at Bangalore

WHEREAS, IDBR & DSU intends to foster -

- a) Collaboration in research;
- b) Apply for and obtain research grants and funding;
- c) Nurture student exchange program;
- d) Recognition of the IDBR Bangalore Centre as PhD Research Center by DSU;
- e) Join scholarly activities like scientific seminars & symposiums; etc

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties hereby agree to the following to accomplish the above intents:

Duration:

This MoU shall be for a period of 5 (five) years commencing from August 1, 2019 and ending on July 31, 2024. On the expiry of the said 5 years agreed to under this MoU, the same may be extended/renewed for additional term/s subject to such other terms as may be mutually agreed upon between the Parties.

Role of DSU:

DSU shall have the following roles & responsibilities:

- a) DSU shall extend the support of its available infrastructure facilities necessary to accomplish the goals.
- b) DSU shall promote the MoU with its faculty and shall encourage them to take active role in joint collaboration projects.
- c) DSU shall recognize the researchers of IDBR as PhD guides as per the University eligibility requirement.
- d) DSU shall permit the researchers of IDBR to serve as co-guides on the research projects taken up by the students of DSU.
- e) DSU shall allow the researchers and scholars of IDBR to utilize its equipment, library, laboratory and infrastructure facilities against payment of prescribed fee.
- f) DSU shall play an active role in seeking funding from companies and funding agencies. DSU shall agree to share the funding appropriately when jointly submitted projects secure the funding from various research promotion agencies.
- g) DSU shall consider for review and approval of animal and human subject studies protocols (Ethical clearance) submitted by IDBR for research and development purposes.
- h) DSU shall send their faculty and scholars for training and collaborative research purposes at IDBR and promote such training proposals.
- i) DSU shall agree to organize seminars, symposiums, outreach programs and other scientific events jointly with IDBR.

Role of IDBR:

IDBR shall have the following roles & responsibilities:

- a) IDBR shall extend the support of its available facilities necessary to accomplish the goals.
- b) IDBR researchers would take active role in joint collaboration projects (DSU) and acknowledge the efforts of faculty members of IDBR appropriately in publications, presentations and other scholarly activities.
- c) IDBR faculty members shall serve as co-guides on projects performed by students of DSU.
- d) IDBR shall play an active role in seeking funds from companies and funding agencies. IDBR agrees to share the funding appropriately when jointly submitted projects secure funding.
- e) IDBR shall organize seminars, symposiums, outreach programs and other scientific events jointly with DSU.
- f) IDBR shall try to secure international collaborations and establish a joint collaborative MoU between DSU, IDBR and the other research organization in India and abroad.

Role of DSU & IDBR jointly:

As an academic and research institutions, DSU & IDBR recognize their social responsibilities and shall endeavor to give proper directions and lay the path for future generations to succeed as young entrepreneurs and skilled job-seekers.

IP Rights:

All proprietary or patentable ideas, devices, methods, formulations, designs, and inventions related to the projects, developed or conceived by or on behalf of the DSU or IDBR in the course of collaborative research, including but not limited to, the right to apply for patent protection thereon, shall become the property of the DSU or IDBR respectively. In the case of jointly executed ideas/projects, the ownership shall be determined by mutual discussion.

The researchers shall acquire the permissions from both DSU & IDBR to incorporate any third-party copyrighted material, process into the research product/process and to authorize the DSU/IDBR to modify, copy, distribute, publish, publicly present, publicly display and create derivative works based thereon in connection with its exercise of ownership rights in the research product/process.

The research product/process shall not be copied, published, adapted, shared, posted on an intranet or website, or disclosed in any manner by DSU/IDBR or any Subcontractor or other third party except with the prior written approval of DSU & IDBR.

All IP rights that were owned and developed by the DSU & IDBR prior to the commencement date shall be treated as outside the scope of the MoU (collectively, "Pre-existing IP"), and which the researcher/s use in the performance of the collaborative research or incorporate in whole or in part into any deliverables, have been fully disclosed and identified by the researcher/s in the project/s. Any collaborative researcher/s represents and warrants that all Preexisting IP are used with full authorization and permission from its respective owner and copies of such permissions and licenses shall be provided to the DSU & IDBR as and when called for.

To IDBR:

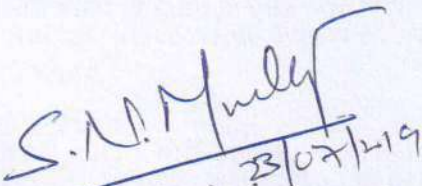
Institute for Drug Delivery & Biomedical Research

#443, II Floor,
West of Chord Road II Stage
Mahalaxmipuram
Bangalore 560086.

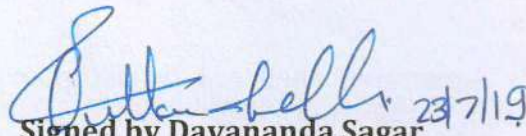
Email: murthy@olemiss.edu

or such other addresses as may be given from time to time. Nothing herein will be construed to release either Party of any obligation matured prior to the effective date of termination.

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



Signed by the Institute for Drug Delivery & Biomedical Research through its Authorised Signatory, Dr. Narasimha Murthy.




Signed by Dayananda Sagar University through its Registrar, Dr. Puttamadappa C



Signed by Dayananda Sagar University through its Pro Vice Chancellor, Prof. K. Muthuchelian

In the presence of

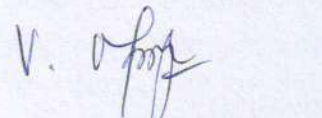
Witness:



(H.N. SRINIVAS)

In the presence of

Witness:



(V. MURESAN)



Dayananda Sagar University, Bangalore

NOTE SHEET

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Para

Note

Nov 17, 2022

To,

The Hon'ble Vice - Chancellor,

(Through Hon'ble Registrar)

Dear Sir,

Sub: Memorandum of Understanding between Inlingua and Dayananda Sagar University for Foreign language teaching

This has reference to French and German language courses being offered at SCMS-UG. We have collaborated with Inlingua to deliver the courses at Campus 1 for UG students.

Kindly find attached the agreement for your kind perusal and further proceedings.

Sincerely,

A. Nagaraj Subbarao
Professor & Dean

Registrar forwarded to VC for the approval.

Registrar

22/12/2022

19/12/22

AUGUST 21, 2022

SCMS, Dayananda Sagar University, Bengaluru
UNDERGRADUATE PROGRAMS

Memorandum of Understanding

Between

Inlingua Bangalore

and

School of Commerce and Management Studies,
Dayanand Sagar University

This Memorandum of Understanding (MOU) arrived on 21 July 2022 and sets the terms and understanding between inlingua Bangalore and Dayanand Sagar college to take up projects/initiatives/collect funds as mentioned in this MOU.

Introduction of Partners

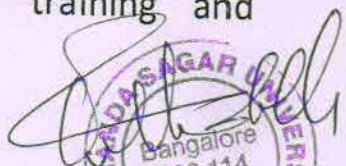

SCMS, Dayananda Sagar University, Bengaluru, having its registered office in Gate no 2, 6th Floor, University building, Dental block, Kumaraswamy Layout, Bengaluru - 560111

&

Introduction of partners:

inlingua Bangalore is operated by "R S School of Languages", which is a proprietorship concern run by Ms Savitha Reddy, having its registered office located in #178/A, 14th cross, 9th main, 6th sector, HSR Layout, Bangalore 560102. inlingua Bangalore was started in the year 2005 and since then has been offering language training programs in Indian and Foreign languages categories to corporates, colleges and Individual clients via face-to-face training and Instructor-led online training models.



Background

It is a well-known fact that in today's world, knowledge of a foreign language has immense benefits and placement opportunities for students along with study abroad options. Inlingua Bangalore has been in the business of language training for the last 17 years and has been working with all the top reputed colleges and corporates in Bangalore and outside, offering foreign language training for their students and thus helping in their placements and study abroad opportunities. DSC has been in the education field and is planning to provide foreign language training for its students. The classes will be conducted on campus, and Inlingua Bangalore will arrange competent trainers as discussed and decided by both parties.

Purpose

The purpose of this MoU is to partner DSC and inlingua Bangalore in activities that mutually benefit each other. inlingua Bangalore is a Training Partner for the below activities and any other activities that would be planned by DSC.

1. Foreign languages to be offered by inlingua to undergraduate students of SCMS, Dayananda Sagar University, Bengaluru

Responsibility

1. The time slots for the conduct of classes will be mutually agreed upon.
2. Inlingua to arrange for trainers and faculty on campus to take classes.
3. Inlingua to coordinate with SCMS, Dayananda Sagar University, Bengaluru, to ensure smooth delivery of training programs. Inlingua

Savihaas




will nominate a dedicated SPOC to monitor the class delivery and quality.

4. The faculty | trainer, will arrange to deliver classes and carry out evaluation and assessment of students as per the schedule of SCMS, Dayananda Sagar University, Bengaluru and correctly deliver grades to the head of the school.

Commercials

As discussed, this partnership shall have the following financial commitments:

1. The fee details offered by inlingua Bangalore for the students of DSC is a special fee structure announced exclusively and will be Rs 1500/- per hour for each language per batch plus GST of 18% payable on a monthly basis.

Unless otherwise specifically agreed to in writing by the Parties, each Party will bear on their own the respective costs of carrying out the obligations under this MOU. In the event of any consequential financial obligations arising out of any initiative of the parties under this MoU, the parties would take appropriate decisions by mutual consultation and consent through the separate documents(s) on a case-to-case basis.

Non-Solicitation:

Both the Parties hereby agree that during the Period of this MOU and for one (1) year after termination of this MOU, the Parties shall not:


Savitha






1. Divert or attempt to divert from the Company any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or
2. Employ, solicit for employment or recommend any person employed by the Company during the Period and for one (1) year after that.
3. Inlingua will not advertise or market any program directly or indirectly to the students any program or programs without the approval of the head of the school.

Duration

This MOU is at will and may be modified by mutual consent of authorized officials from SCMS, Dayananda Sagar University, Bengaluru and Inlingua Bangalore. This MOU shall become effective upon signature by the authorized officials from both parties and will remain in effect till December 2023.

In the absence of mutual agreement by the authorized officials from Inlingua Bangalore, this MOU shall continue to be in effect until a new MOU is enforced in its place.

This MoU is not a legally binding document and serves only as a guideline of the terms of an engagement mutually agreed to between the said partners. The said MoU shall in no form be legally enforceable and has no binding on either party/ partner involved in the same.

Savitha
 4

[Signature]


THIS MOU IS HEREBY EXECUTED BY:

Name : Hon'ble Registrar

Name : Savitha Reddy

Authorized signatory Dayananda Sagar University, Bengaluru

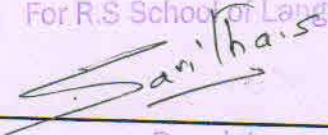
Authorized signatory of Inlingua Bangalore

Signed:



Signed:

For R.S School of Languages



Position: **Dr. Puttamadappa C.**
Registrar
Dayananda Sagar University
Bangalore

Position:

Proprietor

CEO

Date:-

24/12/22

Date:-



MEMORANDUM OF UNDERSTANDING

Between

INTELLI EDUCATION GROUP (IEG CAMPUS)

1008 Annex, Menara Liberty, Jalan Sultan Ismail, 50250 Malaysia

And



DAYANANDA SAGAR UNIVERSITY

DSU Campus, Shavige Malleshwara Hills, Kumaraswamy Layout,
Bangalore 560078, Karnataka, India

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made on this day, XX Sept of 2019, BETWEEN:

Intelli Education Group (IEG) Campus (1272795-A), an education institution offering Diploma, Degree and Masters level qualification under the banner of University of New England, Australia, officially functions at 1008 Annex, Menara Liberty, Jalan Sultan Ismail, 50250 Malaysia (“IEG”);

and

Dayananda Sagar University herein after referred as DSU registered office at DSU Campus, Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore 560078, represented by

Pro Vice Chancellor, Prof. Dr. K.Muthuchelian (which expression shall, unless it be repugnant to the context, mean and include its successors and assignees)

(hereinafter jointly referred to as the “Parties” and singularly as a “Party”.)

WHEREAS the Parties agree to promote joint research, training and development activities of mutual interest in the areas of **Commerce & Management** in accordance with their respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding (“MOU”).

1 AREAS OF COOPERATION

The Parties agree to collaborate in the following relevant areas:

(a) The exchange of students, faculty members and/or academic and appropriate academic materials and other information of mutual interest for which each party holds intellectual property rights particularly in the programmes;

(b) The identification of opportunities for exchanges and cooperation and joint training, technical assistance, publication of books and/or journals, research works and development in disciplines of mutual interest; and

(c) The organisation of and participation in joint academic activities such as academic seminars, workshops and conferences.

2 MANAGEMENT COMMITTEE

The Parties can appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.

3 ARRANGEMENTS AND FUNDING

3.1 To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms of their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.

3.2 Financial commitment from each Party for a collaborative activity shall be agreed upon separately by both Parties prior to the event.

4 INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

4.1 The terms with respect to title and exploitation of intellectual property, inventions and innovations (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property, inventions and innovations) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.

4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

5 PUBLICATION OR PARTIES

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

6 REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

6.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.

6.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.

6.3 All information furnished in relation to this MOU by one Party to the other, which is clearly identified as propriety or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU, unless agreed in writing between the Parties.

6.4 The provisions of Clause 6.3 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightly received by the receiving Party from third parties without any breach of confidentiality obligations.

6.5 Clauses 6.3, 6.4 and 6.5 will survive the expiry or termination of this MOU for six (6) months from the date of expiry or termination of this MOU.

7 AMENDMENTS

This MOU may be amended and supplemented in writing at any time by the mutual consent of the Parties in writing.

8 TERM OF MOU

8.1 This MOU shall commence on the Effective Date and shall remain in force for a period of two (2) years. Any extension shall be by way of a new MOU.

8.2 Either Party may terminate this MOU by written notice to the other Party of its desire to terminate by giving one (1) month prior notice.

8.3 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

9 DISPUTE RESOLUTION

Any disputes arising under or in connection with this MOU which cannot be resolved by amicable discussions between the Parties shall be referred to the signatories of this MOU or his/her successor, or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanism as may be agreed in writing between the Parties.

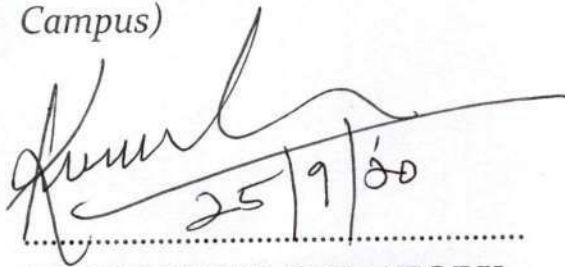
10 NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein and save for Clauses 4, 5, 6 and 8, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expenses hereunder to the other Party until and unless

definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorised representatives of both Parties. Clauses 4, 5, 6 and 8 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court of competent jurisdiction.

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

SIGNED for and on behalf of
Intelli Education Group (IEG
Campus)

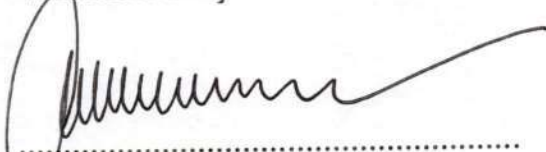


25/9/00

AUTHORISED SIGNATORY

Date:

Witnessed by:



Name: ARVIND CHANDRAN

Position DIRECTOR

SIGNED for and on behalf of
Dayananda Sagar University

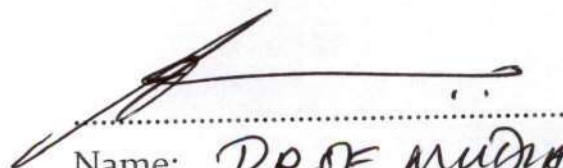


25/9/19

AUTHORISED SIGNATORY

Date:

Witnessed by:



Name: PROF MUDRAN

Position

25/9/19



Nov
15/19

11/02/2019



MEMORANDUM OF UNDERSTANDING

Between

College of Nursing, School of Health Sciences,

Dayananda Sagar University

And

International Skill Development Corporation (ISDC)



This Memorandum of Understanding is entered into at Bangalore on this day 11th of October in the Year 2021.

BETWEEN:

ISDC Projects India Pvt Ltd, trading as ISDC - International Skill Development Corporation, and having its Regional Office at Lakshmi Narayan Complex, Palace Road, Vasanth Nagar, Bengaluru, Karnataka – 560052 (“**ISDC**”); hereinafter referred to as the **FIRST PARTY**.

AND

College of Nursing, School of Health Sciences, Dayananda Sagar University an institution approved by the Karnataka Nursing Council (State Nursing Council) and Indian Nursing Council; conducting Graduate and Post Graduate Courses in Nursing having its premises and office at **College of Nursing**, Shavige Malleshwara Hills, 91st Main Road, 1st stage Kumarswamy layout Bengaluru, Karnataka - 560111 (College Of Nursing, School Of Health Sciences, Dayananda Sagar University). hereinafter referred to as the **SECOND PARTY**.

WHEREAS

- a. The First Party, - ISDC, a Skill Development Company having expertise in Professional and Vocational Education and is interested in associating with the Second Party to promote and deliver the International Certificate in Healthcare Practices (ICHP) developed jointly by the University of the West of Scotland and ISDC, UK offered to the BSc Nursing Students of the **College of Nursing, School of Health Sciences, Dayananda Sagar University**.
- b. The Offerings of the First Party in the form of International Certification programme to the BSc Nursing students, offered to the Second Party is collectively known as an “**International Certificate in Healthcare Practices (ICHP)**”; which is a trademark of the First Party. **ICHP** ensures developing students and upgrading their Skills to International Standards, Acquire recognition in the global nursing Work force with the International Certification.



- c. The Second Party on its part is interested in associating with First Party for promoting and delivering the **International Certificate in Healthcare Practices (ICHP)** as a potential career enhancement programme to its BSc Nursing students.
- d. ICHP is a Career Enhancement course; developed to shape professional, highly skilled and quality trained nursing student/staff on international practices for the health and care sectors. The aspiration extends to a vision for those graduates to become long term, enduring professionals, with a career in nursing and a pathway to higher-level study, including international Nursing Registration. This course of International Nursing care practice is for those in need of developing skills which are in increasing demand, from diligence which in turn demands only the finest trained and most skilled personnel, with empathy for looking after the sick, injured, frail and aged. This is a very rewarding career with many specialized options and pathways, as you have a real impact on people's lives every day. This Programme is designed to equip nursing students with a greater understanding of the conduct and performance requirements for high-quality healthcare practice in adult nursing context globally. The students are prepared as per high order thinking skills like knowledge, comprehension, application, analysis, synthesis and evaluation of professional nursing practice.

The purpose of this Memorandum of Understanding is to set forth the terms and conditions under which the Parties to this understanding shall conduct themselves during the subsistence of the Memorandum.

This Memorandum of Understanding ("MOU") is not, and is not intended to be, legally binding except as specifically set out below.

1. The Second Party shall support the First Party to promote and deliver the **International Certificate in Healthcare Practices (ICHP)** as a potential career enhancement programme to its BSc Nursing students.
2. The First Party takes care of the complete delivery of the **International Certificate in Healthcare Practices (ICHP)** at the Premises of the Second Party based on the mutual arrangements time to time, of which the programme structure details are provided in **Annexure 2**



3. The First party can use the name of the “College of Nursing, School of Health Sciences, Dayananda Sagar University” for promoting the **International Certificate in Healthcare Practices (ICHP)** as a potential career enhancement programme to its BSc Nursing students in advertisements and other modes of communications.
4. The admission criteria and the number of seats for the above said program is fixed by the First Party.
5. The First Party facilitate the necessary exam-oriented training support as a part of the program to the students enrolled for the International Certificate in Healthcare Practices (ICHP); this enables the nursing graduate students to attend the OET and CBT Examinations to pursue the NMC Registration.
6. The Students have to follow the rules and regulations of ISDC to successfully complete the International Certificate in Healthcare Practices (ICHP).
7. The First Party provides the necessary placement support to the successful students who have completed the International Certificate in Healthcare Practices (ICHP) and cleared BSc Nursing, OET & CBT Tests as per the NMC norms.
8. The First Party works with its group companies or partner companies in India and UK to execute the contract.
9. The First Party ensure that Students enrolled for the International Certificate in Healthcare Practices (ICHP) Programs are entitled to receive an external certification from the ISDC.
10. It is the responsibility of the Second Party to get the necessary approvals for running the programme at their respective University/College.
11. Students to make necessary payment to the First Party as per the table given below

SI No.	No. Of Students	Programme	Mode Of Delivery	Cost Per Student
1	Minimum 25 students	ICHP	Offline	7500 (inclusive GST)

12. The Learning outcome detailed are provided in **Annexure 2** of this MOU for easy understanding.

(Handwritten signature)



13. The complete list of Students of the course shall be provided to the First Party by the Second Party. Changes in Students, if any, shall be communicated by the representative of the Second Party to the First Party immediately.
14. It is intended that the terms of this MoU will remain in force for an initial period of four Years set out above or is otherwise terminated in accordance with the provisions of Clause 15. The MoU can be extended for further periods after the expiry of four Years upon the parties mutually agreeing such extension in writing. The terms of this Memorandum may be modified at any time by both parties on mutual consent.
15. Either party shall be entitled to terminate the MOU on 60 days' notice. The MoU will automatically terminate:
 - If either party becomes insolvent;
 - Any potential Binding Agreement would be unenforceable, void or illegal due to any statutory or regulatory requirements; or
 - Terminates any Binding Agreement for cause.
 - In the event of the termination of the agreement, the First Party agrees to complete the existing batches on agreed terms.
16. All intellectual property created by a party in connection with the Collaboration shall remain the property of that party. The parties agree that any material jointly created by the parties for the Collaboration shall be jointly owned (in proportions to the contribution give) by the parties, unless otherwise agreed in writing.
17. Where the Collaboration reasonably requires the use by one party of intellectual property that is owned by the other party (the "IPR Owner"), the IPR Owner will licence such rights to the other party on a non-exclusive basis, without the right to sub-licence, solely for the purpose and to the extent necessary in connection with the Collaboration. Any such licence will automatically terminate when the MoU is terminated.
18. For the purposes of this MoU, "Confidential Information" shall be all information of a confidential nature (whether written or oral) concerning the business and affairs of either party which is obtained or received as a result of the discussions leading up to, the entering into or the performance of this MoU, including financial information, training & learning material, trade secrets, College lists, trade and



commercial details and computer software and databases, the contents of all reports and documentation prepared by either party or on its behalf and any other information of a confidential nature designated by a party as confidential;

Each of the parties shall at all times while this MoU remains in force and after it has terminated, keep confidential the Confidential Information except where:

- The Confidential Information was already lawfully known, or became lawfully known to either of the parties independently;
- Disclosure or use is necessary by either of the parties (including their employees, agents and sub-contractors) for the proper and effective performance of this MoU;
- Disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority (whether national or foreign) and their authorized agents (including professional advisers);
- The Confidential Information is disclosed, in the case of ISDC, to another member of the ISDC group of companies;
- Each party undertakes to the other that it will not disclose or make use of, for its own benefit, any of the Confidential Information of that other party.
- As ISDC the first party is in Association with other Institutions also the first party agrees to maintain integrity, confidentiality and shall not disclose any information related to the courses with other associated institutes of the First Party.

19. All disputes and differences of any kind whatever arising even after mutual discussions out of or in connection with this MoU shall be to the court of the Jurisdiction of Bangalore, Karnataka.



Each party hereby confirms its agreement to the terms contained in this MOU on this 11th day of October, 2021.

On behalf of Dayananda Sagar University


On behalf of ISDC


Registrar
Dayananda Sagar University
(Dr. PUTTAMADAPPA . C)
11/10/21


Head
Health Care Academy
Mr. Joel Cutinho


IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the first date set forth above.

Witness:


Dean
School of Allied Health Sciences
(DR.PUSHPA SARKAR)
11/10/2021





Annexure 1

Programme Structure:

Particulars	1st Year	2nd Year	3rd Year	4th Year
Orientation	1 (Parent-Student)	1 (Parent-Student)	1 (Parent-Student)	1 (Parent-Student)
Module	Module 1 60 Hours (58 +2 Hours)	Module 2 60 Hours (58+2 Hours)	Module 3 60 Hours (58+2Hours)	Module 4 60 Hours (58+2 Hours)
Title	Principles of Effective Communication in Health care Practice	Professional Regulations, Reflection and Evidence-Based Practice in Nursing	Skills for Comprehensive Healthcare Practice	Effective Leadership in Healthcare Practice
Content	Theory-based: Communication Interpersonal Skills	Theory-based: Professional Values Reflection Evidence-based Practice	Skills-based: Healthcare skills APIE (including decision making)	Theory-based: Leadership Management Teamwork
Assessment	CBT + Reflective Portfolio English Test: Written + Oral	CBT + Reflective Portfolio English Test: Written + Oral	OSCE English Test: Written + Oral	CBT + Reflective Portfolio English Test: Written + Oral
FDP	2 Hours/Year	2 Hours/Year	2 Hours/Year	2 Hours/Year



Annexure 2

Learning outcome:

Module 1: Principles of effective communication in health care practice

- Nurses must evaluate the role of effective communication in the delivery of safe, effective and compassionate person-centred care.
- Nurses must use complex communication and interpersonal skills and strategies to work with people of all ages who have learning disabilities and help them to express themselves.

Module 2: Professional regulations, Reflection and evidence-based practice in Nursing

PROFESSIONAL REGULATION:

- Demonstrate that the safety of people is a primary consideration in all learning environments.
- Ensure people have the opportunity to give and if required, withdraw, their informed consent to students being involved in their care

REFLECTION:

- Designed to encourage a culture of sharing, reflection and improvement by requiring you to discuss your professional development and improvement
- Giving you the opportunity to respond constructively to feedback, experiences and learning.

EVIDENCE BASED PRACTICE:

- Contribute to strategies to increase or review the evidence base used to support practice
- Practice assessment is facilitated and evidenced by observations and other appropriate methods
- Identify and apply research and evidence-based practice to their area of practice.




Module 3: Skills for comprehensive health care practice

- Contribute to the development of an environment in which effective practice is fostered, implemented, evaluated and disseminated.
- Set and maintain professional boundaries that are sufficiently flexible for providing interprofessional care



Module 4: Effective leadership in healthcare practice

- Demonstrate the ability to lead education in practice, working across practice and academic settings.
- Manage competing demands of practice and education related to supporting different practice levels of students.


On behalf of Dayananda Sagar University


Registrar
Dayananda Sagar University
(Dr. PUTTAMADAPPA, C)
11/10/21


On behalf of ISDC


Head
Health Care Academy
Mr. Joel Cutinho


WITNESS


Dean
School of Allied Health Sciences
(DR.PUSHPA SARKAR)



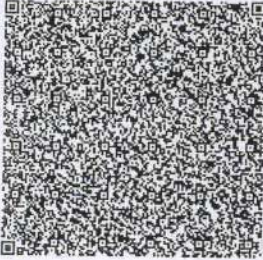


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

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Authorised Signatory

The Karnataka State Registration & Stamps Department
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this day of June 05, 2018

between

Dayananda Sagar University, Shavige Malleshwara Hills, Kumaraswamy layout, Bengaluru - 560078, Karnataka State, INDIA

-2-

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Represented by its Registrar

(herein referred to as party of the first part),

and

Invivo Biosciences, # 23, katha no 3169, assessment no 154, Kodigehalli Village, Yeshwanthapura Hobli, Machohalli Industrial area, Magadi Road, Bangalore 560091, Karnataka State, INDIA

Represented by its Mr. K.S. Ravindra

(herein referred to as party of the second part)

is as below.

1. WHEREAS, the party of the first part Dayananda Sagar University is a University having higher educational programs in the area of Engineering, Arts, Science, Commerce & Business Management.

2. WHEREAS the party of the second part, Invivo Biosciences, is a independent Research, Development and Consulting Entity in the field of health sciences and life sciences with rich and diverse experience in providing novel and innovative solutions through scientific approach, and in the context party of the first part, and the party of the second part, have decided to come together and work together in furtherance of their research activities and in the context the party of the first part, and the party of the second part, wish to exploit that complementarity and to work for the mutual benefit.

4. Whereas in the context, in consideration of the objects set out herein above, and in furtherance of the intention to carryout the objects for which this Memorandum of Understanding is concluded, the parties, reduce their agreed terms by this Memorandum of Understanding by defining the objectives, the extent and the limits of the relationship.

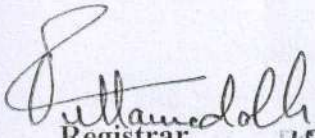
5. Objectives

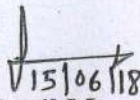
5.1. This MOU will serve as an understanding document, and as a guideline, for mutual benefit and to explore the possibility of collaborative research and development and the application of Health and Life Sciences.

5.2. The party of the first part, and the party of the second part, shall jointly apply for research grants from international funding agencies, respective national agencies, industry and any other reputable sources of funding. The Parties will also develop the specific work plans focusing on priority areas which should contain cooperative actions and/or joint ventures. Each specific work plan should include specifications on its scope, co-ordination and administration, resource allocation, expert and professional exchanges, administrative issues, and any other information deemed necessary for achieving the objectives.

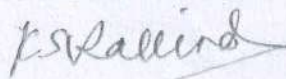
10.7. Publication: The Parties will consult with each other before issuing any press release, scientific publication or otherwise making any public statement or other disclosure with respect to this MoU. Neither Party will issue any such press release/ publication or make any such public statement or other disclosure prior to receiving written approval from the other Party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this MoU this day of June 05, 2018.


Registrar, 15/6/18
Dayananda Sagar University
Kumarswamy layout Bangalore-560078
Karnataka. India


15/06/18
Dr Sunil More
Professor and Dean
School of Basic and Applied Sciences
Dayananda Sagar University
Kumarswamy layout Bangalore-560078
Karnataka. India

(the party of the first part)

Invivo Biosciences

Partner

Mr. K.S. Ravindra, Invivo Biosciences, # 23, Katha no 3169, Assessment no 154,
Kodigehalli Village, Yeshwanthapura Hobli, Machohalli Industrial area, Magadi Road,
Bangalore 560091, Karnataka State, INDIA

(the party of the second part)

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered on 12.05.2022 by and between **Dayananda Sagar University, Bengaluru** (hereinafter referred to as **DSU**),

and

K-tech Centre of Excellence in Aerospace and Defence set up in the year 2017, registered under the Govt. of Karnataka GO: ITD 291 ADM 2016: dated 22 Feb 2017 and continuation vide Govt. of Karnataka GO: ITBT/105/ADM/2020: dated 25 Jan 2021 (hereinafter referred to as "**K-tech CoE A&D**").

WHEREAS, the Parties desire to explore the possibility of a business relationship of mutual interest; and

WHEREAS, the Parties may disclose to one another certain confidential information regarding their products, product development, technologies, marketing information and strategies, financials and businesses; and the said Information shall not be used or disclosed by the **either Parties** for any other purpose, other than as stated in this agreement.

WHEREAS, the Parties desire to protect their patent and other proprietary rights and further desire to prevent the unauthorized disclosure of information regarding their products, processes and technologies; and

WHEREAS, the Parties wish to have their respective "Confidential and Proprietary Information," as defined below, treated as confidential and proprietary.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Confidential and Proprietary Information**

- (a) "Confidential and Proprietary Information" as referred to in this Agreement shall mean all information not in the public domain or otherwise excluded pursuant to Clause 2 below, in any form emanating from either Party or their agents, licensees or suppliers, and relating to either Party or any of their services or products, which is used in the business of either Party. Confidential and Proprietary Information may include, but is not limited to, all technology, trade secrets, know-how, data, designs, drawings, formulas, technical information; research and development programs; product specifications; manufacturing methods, procedures, and processes; computer software and output; marketing data, customer lists, sales and customer information; financial and cost data, estimates, and projections; product, marketing, and business plans and strategies; together with analyses, studies, and any other documents or compilations of business information whatsoever, whether written or unwritten, which contain or otherwise reflect any such information, data or material.
- (b) Any information which is expressly designated as confidential or proprietary information shall be treated as confidential or proprietary information, but



information not so expressly designated shall still be treated as confidential or proprietary information provided the recipient is informed of the same in writing within 15 days of the receipt of such information.

- (c) Each Party hereunder agrees to use its best efforts to prevent disclosure of the other Party's Confidential Information, such effort to include but not be limited to protecting the Confidential Information with the same degree of care as the Party protects its own Confidential Information, except that it shall not use less than a reasonable standard of care.

2. Exclusions. Confidential and Proprietary Information shall not include:

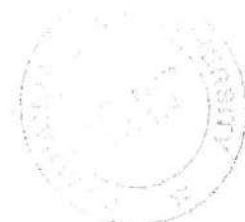
- (a) Information that is in the public domain at the time of disclosure, or thereafter comes into the public domain (other than by breach of this Agreement by the recipient); or (b) information properly in the possession of the other Party prior to its disclosure by the other Party, or which is independently developed without resort to the disclosed Confidential and Proprietary Information and substantiated by documentation; or (c) information which is disclosed to either Party in good faith by a third party unaffiliated with either Party with the legal right to make such disclosure; or (d) information for which either Party by written agreement authorizes unrestricted use and (e) Information disclosed as required by Laws, Rules and Regulation of the country (f) Information that is not explicitly stated as Confidential or Proprietary by the Party.

3. Notice of Disclosure: If either Party believes any information provided by the other Party to be within the exceptions provided in Clause 2 above, at least (10) days prior to disclosing such information to any third party, such Party shall provide the other Party with written notice of intent to disclose, identifying the information to be disclosed and the basis for the claim that the information falls within any such exception.

4. Title. Each Party shall retain title to all Confidential and Proprietary Information which is disclosed in any form or manner to the other Party. Each Party represents that it has the legal right to make disclosures under this Agreement.

5. No License. Nothing in this Agreement is intended to grant license rights under any patent or copyright or any other proprietary right of either Party. Each Party, or its agents, employees, officers or representatives shall not, without the other Party's prior written consent, apply for any patent, copyright or design registration in respect of Confidential and Proprietary Information furnished by the other Party or any invention or design contained therein or based thereon. Except as otherwise provided, nothing contained in this Agreement shall be construed as granting to or conferring upon either Party any express or implied rights, by license, estoppels or otherwise, to any Confidential and Proprietary Information or to any invention or discovery or patent which is made or acquired prior to or after the date of this Agreement based on any Confidential and Proprietary Information disclosed under this Agreement.

6. Use of Confidential Information. It is also specifically agreed by the Parties herein that this Agreement is restricted only with respect to the covenants regarding



confidential information disclosed by either Party to the other for the purpose of exploring the possibility of a business relationship.

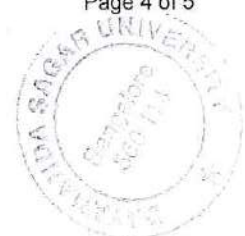
7. Restriction on Disclosure. All Confidential and Proprietary Information disclosed in any forms or manner by either Party to the other Party on or after the date of this agreement regarding the subjects identified in Clause 1 shall be held in strict confidence by the other Party and will not be duplicated, used, or exploited for any purpose other than activities directed at the furtherance of the goals as mutually agreed by the Parties, and shall be disclosed to only those employees of either Party who are directly concerned with such activities and have a bona fide need to use such information. Confidential and Proprietary Information furnished by one Party to the other Party may not be disclosed in any form or manner to a third party without first obtaining prior written approval from the furnishing Party.
8. Term. This Agreement shall commence on the date of signing of this Agreement and shall continue for One (1) year from the date of receipt, with respect to any disclosure of Confidential or Proprietary Information. Upon expiration or termination of this Agreement arising due to natural or intentional termination, the Parties herein shall immediately cease any and all disclosures or uses of Confidential or Proprietary Information, and at the request of the disclosing party, the other party shall return all Confidential or Proprietary Information, and all copies thereof within one (1) month.
9. Survival. The obligations of the Parties herein with respect to disclosure and use of Confidential and Proprietary Information acquired from either party shall survive expiration or termination of this Agreement and shall survive for a period of 1 year from such even or until such time as all such Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party whichever occurs latter.
10. Remedies for disclosure: Each Party acknowledges that any unauthorized disclosure or misuse of any Confidential Information relating to the other Party could have a material adverse effect on the other Party and its Affiliates and damages may be inadequate compensation for breach of this Agreement; and either Party may, without prejudice to any other rights and remedies otherwise available, by an injunction or similar remedy, stop any conduct or threatened conduct which is or which will be in breach of this Agreement, without proof of actual damages.
11. Return of Confidential and Proprietary Information: All confidential and Proprietary Information and copies thereof shall promptly be returned upon the other Party's written request, and unless otherwise agreed, shall be returned within one month's time. At DSU option, the Confidential Information may instead be destroyed by DSU, provided an authorized officer of DSU supervises and certifies such destruction to K-tech CoE A&D within five (5) days. Following such destruction or return, DSU shall certify such destruction and/or return in writing to K-tech CoE A&D and confirm that it has not retained any such Confidential Information. This clause applies also to all other documents/memoranda/notes and other writing whatsoever prepared by the K-tech CoE A&D or its employees based on the information in the Confidential Information.



12. **Advertising:** Each Party agrees that it will not use the other Party's name in any way for its advertising or promotional purposes without first obtaining prior written consent of the other Party.
13. **Arbitration:** This NDA shall be governed by laws of Republic of India. All disputes and differences which may arise between the Parties hereto and which cannot be settled amicably with regard to the construction, meaning and effect of this Agreement or any part thereof or in any way related to or pertaining thereto shall be referred to a panel of 3 (Three) arbitrators. Each Party shall nominate an arbitrator and the arbitrators so nominated shall appoint a third arbitrator, who shall be the chairman of the arbitral panel. The Award made by such arbitral panel shall be final and binding on the Parties hereto and this agreement shall be deemed to be a submission to Arbitration within the meaning of the Arbitration and Conciliation Act, 1996, including any statutory modifications and/or re-enactments thereof from time to time.
14. **Severability:** If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.
15. **Relationship of Parties:** This Agreement is not intended to and shall not be construed as creating a joint venture / partnership Agency or other formal business arrangement between the Parties. Neither Party shall have the authority to bind or otherwise obligate the other Party. Each Party represents that the individual signing below has the requisite authority to legally bind the Party represented by that individual.
16. **No Waiver:** The failure of either Party to enforce any rights resulting from breach of any provisions of this Agreement by the other Party shall not be deemed a waiver of any rights relating to a subsequent breach of such provision or of any other right hereunder.
17. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all other communications, oral or written, relating to the subject matter hereof.

Notwithstanding the above, the following contacts are responsible for the management and administration of this MoU including the transmittal or receipt of Proprietary Information by any means. Either Party may change the contact by written notice.

Dayananda Sagar University	K-tech CoE A&D
<p>Name: Dr. Puttamadappa C Designation : Registrar - DSU Landline : 080 49092910 Mobile No: +91 9845716228 Email Id: registrar@dsu.edu.in</p>	<p>Name: Nataraj Ramanna Designation: CEO Phone no: 9886283456 E-mail: ceo@aerocoe.org.in</p>

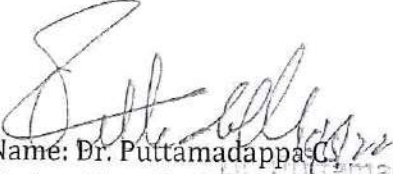


IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

AGREED AND ACCEPTED ON THE DATE FIRST WRITTEN ABOVE.

for DAYANANDA SAGAR UNIVERSITY

for K-tech CoE A&D


Name: Dr. Puttamadappa C.
Designation: Registrar - DSU
Puttamadappa C.
Registrar
Dayananda Sagar University
Bangalore

Name: Cmde. CD Balaji (Retd)
Designation: Chairman

WITNESS

WITNESS

1.

1.

2.

2.



KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
BENGALURU.

24/09/2021



Memorandum of Understanding

Between

Karnataka German Technical Training Institute (KGTTI),

AND

Dayananda Sagar University (DSU),

Date: 24th -Sept-2021

MoU Signed at:

KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
NEAR NAGASANDRA METRO STATION,
BEHIND KENNAMENTAL MANJUNATH NAGAR,
BAGALAGUNTE, NH-4(TUMKUR ROAD),
BENGALURU-560073.



[Handwritten Signature]

KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
NEAR NAGASANDRA METRO STATION,
BEHIND KENNAMENTAL MANJUNATH NAGAR,
BAGALAGUNTE, NH-4(TUMKUR ROAD),
BENGALURU - 560 073



KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
&
DAYANANDA SAGAR UNIVERSITY
SCHOOL OF ENGINEERING
DEPARTMENT OF MECHANICAL ENGINEERING



'MEMORANDUM OF UNDERSTANDING'

This Memorandum of Understanding (MoU) is made on 24.09.2021 between Karnataka German Technical Training Institute (KGTTI), an institute under Society for Karnataka German Multi Skill Development Centre (KGMSDC), established by Government of Karnataka, under funding from Government of India & Government of Karnataka, and having Technical Collaboration with German International Services (GIZ-IS), having its office at Behind Kennametal, NH4 Tumukuru Road, Manjunatha Nagar ,Bagalkunte, Nagasandra Bengaluru- 560073 India (*hereinafter referred to as KGTTI*), represented by its Director on the one part.

AND

Dayananda Sagar University (DSU), is created by an Act of the Karnataka State in 2014, built on this adorable legacy and inspired by its own milestones, meeting the needs of quality higher education in this part of the world. The School of Engineering under Dayananda Sagar University provides Science & Technology based Education that is required to develop high caliber Engineers suitable for Industry and Scientific Organization. It has widest choice of Engineering Branches having 9 Under Graduate Courses, BCA & MCA programs and located in kudlu Gate, Hosur Main Road Bengaluru, 560068, Karnataka India. (*hereinafter referred to as DSU*)

This MoU is made for imparting skill development training under different training programs organized by KGTTI with DSU for their students and staff.

In this connection, the following points are agreed upon:

1. Objective:

The overall objective of the KGTTI is to provide skill development, advanced technology hands-on-Training and to enhance employment opportunities. To achieve this objective, the DSU will mobilize its students/ participants to undergo skill-development training to make them industry ready/Fit.



SCHOOL OF ENGINEERING,
DAYANANDA SAGAR UNIVERSITY,
KUDLU GATE, HOSUR MAIN ROAD,
BENGALURU - 560 068



2. Recitals:

- KGTTI is an organization providing technical skill training and consultancy services in advanced technology areas to students, jobseekers, school dropouts, and unemployed youth and industry personnel.
- DSU is an institution engaged in imparting education to develop professional skills and prepare the students/Employees for immediate employment and provide them with a solid foundation for further education.
- The purpose of this agreement is with reference to defining the areas of co-operation benefiting both DSU and KGTTI.

This agreement witnesses as follows:

Areas of co-operation

3. Scope of Agreement:

KGTTI:

- KGTTI to liaison with DSU for providing advanced technical skill training to the students or participants mobilized by DSU.
- KGTTI will provide training on the specified list of Courses (See Annexure - I) to different category of students referred by DSU.
- KGTTI will, unless otherwise stated utilize its premises, subject experts, software and training kits / equipment for conducting training.

DSU:

- To promote courses run by KGTTI, DSU will mobilize its students/Participants.
- The DSU will mobilize minimum of 50 students/ participants per year.
- Subject to mutual convenience, DSU will utilize the services of the faculty of KGTTI to render specialized domain intervention and conduct technical sessions in order to promote the KGTTI activities and motivate the students.
- DSU shall initiate students meet and other business promotional activities to promote the training activities of KGTTI. KGTTI shall provide technical support, presentation and promotional materials for such events.

4. Training Support & Methodology:

The training shall be conducted at KGTTI premises or at the premises of the DSU if the KGTTI satisfies itself on the adequacy of the infrastructure to conduct such training programs.

[Signature]

[Circular Stamp: KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE]
[Signature: C. R. Anil]

- Subject to availability of adequate infrastructure, KGT TI can conduct sandwich courses wherein partial training can be conducted at DSU premises or any other mutually agreed place with other associated activities conducted at KGT TI.
- KGT TI shall provide all support needed for imparting the necessary training to the students mobilized by DSU.
- Each Training program of specified duration will be carried out on mutually agreed terms.
- KGT TI will issue the Certificates to the students after successful completion of the training program. Also, since KGT TI is an authorized Training Academy for CISCO, eligible students trained in Cisco authorized courses would get certificates from CISCO along with a discount voucher (62.3%) for the Global Certification Examination (This is subject to fulfilling the Cisco norms)
- KGT TI is also associated with FESTO (Festo Authorisation Certification)
- KGT TI is a Certified Training Centre of AUTODESK & MASTER CAM.

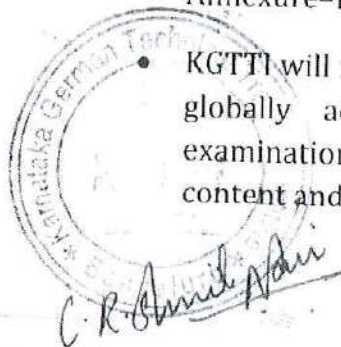
5. General Agreements

- Both the parties agree that no action / failure on either part, to act relating to the above proposal, will give raise to / serve as the basis for any claim, obligation or liability on either side.
- Both the parties can issue press release, make public announcement, or other such disclosure related to this Agreement without the other party's prior consent as long as it does not affect the aim, objective, ethical values and reputation of the respective Institutions.
- This Agreement may be amended with the prior written consent of both the parties.
- Subject to availability of infrastructure and other facilities at KGT TI, students mobilized by DSU and undergoing training at KGT TI can take up appropriate projects which may be required as part of Academic requirement at DSU. If required, such projects can be carried out in co-ordination with the associated faculty from DSU.
- This agreement is valid from 24.09.2021 to 23.09.2022
- Either party can cancel or terminate this Agreement by giving an advance notice of three (3) months to the other with proper justification for such act.

6. Course Deliverables:

The list of courses offered, eligibility criteria and fee structure is appended at Annexure-I.

• KGT TI will follow its standard methodologies related to conduct, student attendance, globally accepted quality norms, student feedback, internal assessments, examination, evaluation and certification, smooth & effective delivery of course content and competence building of the trainee student.



C. R. Anil Kumar



KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,

&

DAYANANDA SAGAR UNIVERSITY

SCHOOL OF ENGINEERING

DEPARTMENT OF MECHANICAL ENGINEERING



- The training shall be conducted at KGTTI premises or at the premises of the DSU if the KGTTI satisfies itself on the adequacy of the infrastructure to conduct such training programs.
- Subject to availability of adequate infrastructure, KGTTI can conduct sandwich courses wherein partial training can be conducted at DSU premises or any other mutually agreed place with other associated activities conducted at KGTTI. The minimum & maximum student batch size for commencing a batch will be decided on mutually agreed numbers and it is as per the available seating capacity at KGTTI.
- The listed courses can vary from time to time and courses shall be added / deleted based on mutual convenience, in discussion by both the parties.
- The technical support in terms of presentations and publicity material shall be provided by KGTTI.

Note:

- The duration of training course per day is flexible to suit the requirements of the Institution / Students/Participants. This will be in mutual consultation between KGTTI and DSU.
- Also, KGTTI has an open mind to conduct week-end courses i.e., on Saturday and Sunday provided DSU mobilizes a full batch size of students in any of the streams that it would like to have the training.

7. Course Fee and mode of payment:

- The course fee at present is as reflected in Annexure – I. for regular programs
- Any changes in course fee in future will be communicated.
- For tailor made program course fee will of Rs.800 per student per day subject Minimum of 25 to 30students in a batch. Duration of the program will be of 3- 5 day. No fee discount is allowed in tailor made programs
- For regular programs (as per Annexure -1) DSU shall organize upfront collection of fee from the students mobilized and arrange remittance of the same to KGTTI. KGTTI offers a discount of 20% on the listed regular courses.
- Course fee to the students mobilized by DSU in minimum number of participants as per the batch size.
- KGTTI shall issue an appropriate invoice / receipt.
- **For SC/ST students from Karnataka, course fee is exempted.**



A. Srinivas

2020-2021
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KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,
&
DAYANANDA SAGAR UNIVERSITY
SCHOOL OF ENGINEERING
DEPARTMENT OF MECHANICAL ENGINEERING



Note: All payments shall be made in favour of the Director, KGTTI - Bengaluru.

- DSU fully understands that the fees charged is a fair estimate of the expenditure incurred by KGTTI for utilizing the infrastructure, designing & developing the program content, acquiring the necessary principal licenses, hardware, providing the course material and for arranging lectures by certified experts in the current Technologies including assistance in extending placement to eligible students trained in KGTTI.
- KGTTI shall prepare a consolidated list of students mobilized/referred by DSU and enrolled to the different courses and make available a copy of the same to DSU as and when the process of admission for the respective courses are completed.

8. Notices:

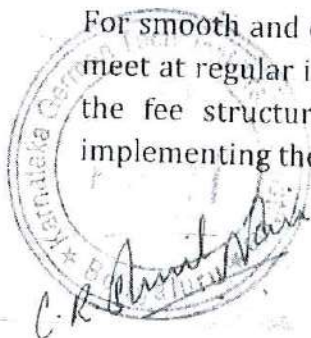
All notices, requests and other communications under this agreement or in connection herewith, shall be given to the respective parties as follows:

To,
Director,
KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE [KGTTI],
Behind Kennametal, NH4
Tumukuru Road, Manjunatha Nagar,
Bagalkunte, Nagasandra
Bengaluru- 560073

To,
Dean,
Dayananda Sagar University
School of Engineering
Kudlu Gate, Hosur Main Road
Bengaluru-560068
Karnataka, India

9. Review:

For smooth and efficient functioning and implementation of the MoU, both the parties shall meet at regular intervals on mutually agreed dates and review the program / progress and the fee structure, also take action to remove the difficulties / constraints if any in implementing the MoU.



[Handwritten signature]



KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE,

&

DAYANANDA SAGAR UNIVERSITY

SCHOOL OF ENGINEERING

DEPARTMENT OF MECHANICAL ENGINEERING



In witness whereof those present have been entered hereto, on the day and year first herein above, written under their respective seal of office.

DIRECTOR
KGTI

For KGTI

Authorized Signatory with Seal

Name: Mr. Sunil Nair.C.R

Title: DIRECTOR

Date: 24.09.2021

For DSU

Name: Dr.A.Srinivas

Title: DEAN, School of Engineering

Date: 24.09.2021

Witness

Signature:

Name: Krishna Murthy T P

Designation: Assistant manager

Signature:

Name: Anil Kumar. R

Designation: Engineer

Witness

Signature:

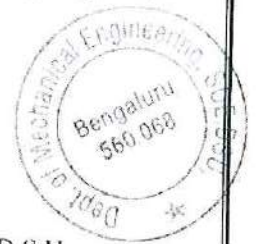
Name: Dr. Vinayak Hemadri

Designation: Asso Prof &Chairman (ME), D.S,U

Signature:

Name: Karthik S B

Designation: Asst. Prof, M.E. Dept, D.S.U





KARNATAKA GERMAN TECHNICAL TRAINING INSTITUTE - BENGALURU

NEAR VAGASANDRA METRO STATION, BEHIND KENNAMETAL, MANUNATH NAGARA, BAGALMUNTE, NH-4 (TUMKUR ROAD), BENGALURU-560074
 Tel: 080-29590842. Mobile: 90713-90850. email: frontdesk.bengaluru@kgtti.com; Website: www.kgtti.com/bengaluru/

COURSES OFFERED

ANNEXURE-1

Course	No. of Hours	Hours per day	Approximate Duration	Fees in Rs.	Desired Eligibility
INFORMATION TECHNOLOGY					
Red Hat Certified Engineer (RHCE) - RHCSA & RHCE	150	2/4	3 Months / 6 Weeks	22,500	Degree / Diploma / Engineering / Cisco ITE
Cisco Certified Network Associate (CCNA) - Routing & Switching	180	2/4	4/2 Months	14,000	Degree / Diploma / Engineering / Cisco ITE
Cisco Certified Network Associate (CCNA) - Security	60	2/4	4/2 Weeks	5,800	CCNA Course Completion
Cisco Certified Network Professional (CCNP) - Routing	60	2/4	4/2 Weeks	10,000	CCNA Course Completion
Cisco IT Essentials (Cisco ITE)	90	2/4	2 Months / 1 Month	5,500	SSLC Pass / PUC / ITI or ITI Student
Computer Literacy	40	2/4	1 Month / 15 Days	2,500	English Language
Tally ERP 9	60	2/4	4/2 Weeks	5,000	PUC (Com) / B.com or Equivalent
Hardware & Networking	130	2/4	2 Months / 1 Month	10,000	SSLC Pass / ITI
AWS Academy Cloud Foundations	30	1/2	1 Month / 2 Weeks	5,000	Degree / Diploma / Engineering / Cisco ITE
AWS Solutions Architect Associate	60	2	6 Weeks	12,000	Degree / Diploma / Engineering / AWS_ACF
AWS Cloud Foundations & AWS Solutions Architect Associate	90	2	2 Months	15,000	Degree / Diploma / Engineering
EMBEDDED TECHNOLOGY					
Introduction to Embedded Systems & 8051 Microcontroller	80	2/4	2 Months / 1 Month	5,500	ITI (EM) / Diploma / B.Sc. / B.E. / B.Tech. in Electronics or equivalent
Embedded Programming & Interfacing of 8 / 16 / 32 bit Microcontrollers	90	2/4	2 Months / 1 Month	12,000	Diploma / B.Sc. / B.E. / B.Tech. / M.Sc. / M.Tech. in Electronics + Introduction to Embedded Systems & 8051 Microcontroller or Equivalent
Embedded Real Time Operating Systems (RTOS)	60	2/4	1 1/2 Months / 3 Weeks	8,000	
WELDING TECHNOLOGY					
Shielded Metal Arc Welding (SMAW) - Basic	400	6	3 Months	12,500	10 th Standard or Equivalent
Gas Tungsten Arc Welding (GTAW) or TIG	180	6	1 1/2 Months	8,000	
Gas Metal Arc Welding (GMAW) or MIG / MAG CO2	180	6	1 1/2 Months	8,000	SMAW / ITI Welder / Experienced Welder or Equivalent
Pipe Welding	180	6	1 1/2 Months	10,000	
Gas Welding and Cutting	60	6	1 Month	6,000	10 th Standard or Equivalent
Welding Technician (With TUV Certification)	240	6	2 Months	22,000	SMAW / ITI Welder / Experienced Welder or Equivalent
MANUFACTURING TECHNOLOGY					
Mastercam X6	80	4/8	4 Weeks / 2 Weeks	10,000	
CNC Programming and Operation - TURNING & MILLING	160	4/8	8 Weeks / 4 Weeks	11,000	ITI Fitter / Turner / Machinist / Diploma (Mech.) / Conventional Machine operators with 10 th Pass or Equivalent
CNC Programming and Operation - TURNING	80	4/8	4 Weeks / 2 Weeks	5,500	
CNC Programming and Operation - MILLING	80	4/8	4 Weeks / 2 Weeks	6,000	
AUTOCAD 2013	80	4/8	4 Weeks / 2 Weeks	8,000	ITI Fitter / Turner / Machinist / Diploma (Mech.) / Conventional Machine operators with 10 th Pass or Equivalent
CATIA V5 R2013	100	4/8	5 Weeks / 2 1/2 Weeks	11,500	Diploma (Mech.) / B.E. (Mechanical) or Equivalent
INDUSTRIAL AUTOMATION					
Industrial Automation - Technician	314	6	2 1/2 Months	12,000	ITI (EM) / Diploma (Mechanical / Electronics / Electrical) or Equivalent
Industrial Automation - Design	380	6	3 Months	16,000	B.E. / B.Tech. (Mechanical / Electronics / Electrical) or Equivalent
AUTOMOBILE TECHNOLOGY					
Hero Moto Tech Training Program	270	3	3 Months	12,000	SSLC Pass / PUC / ITI or ITI Student
Vijay Green Group Services or Talent Program (VG-SATP)	153	6	3 Months + Dealer Visits	8,000	B.E. / Diploma in Automobile / Mechanical Engineering / Science Graduates / ITI with related work experience of 3 years

CATEGORY STUDENTS For More detail Contact: 90713-90850



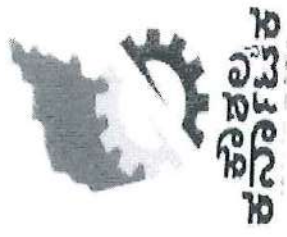
PROJECT PROMOTED BY:

DATE: 28.01.2021

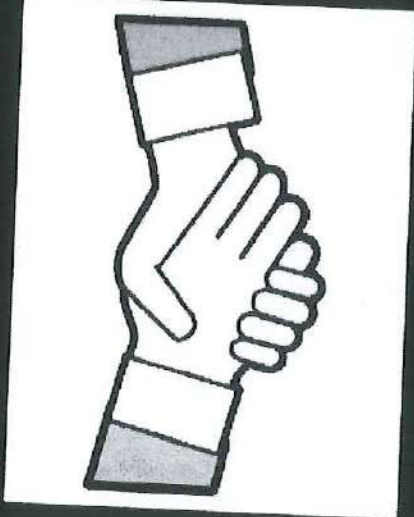
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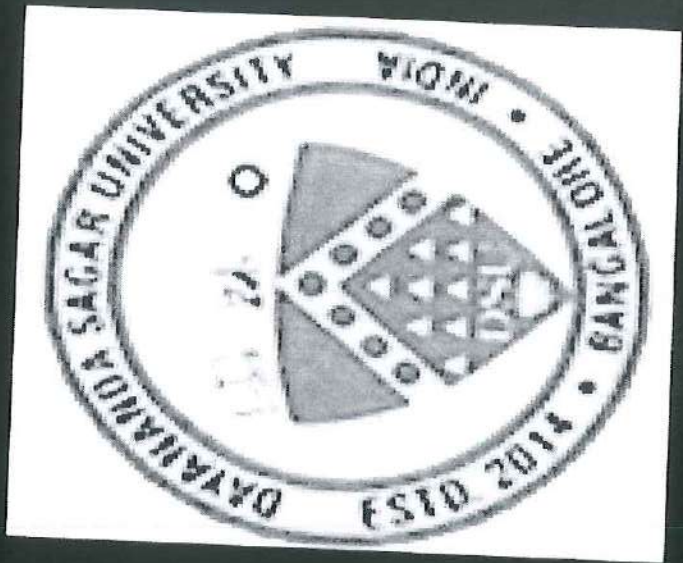
DEPARTMENT OF SKILL DEVELOPMENT, ENTREPRENEURSHIP AND LIVELIHOOD MISSION



MOU Signing



24-09-2021



5/8/2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN**



Karnataka State Council for Science and
Technology (KSCST), IISC, Bengaluru

AND



Dayananda Sagar
University Bengaluru

Dayananda Sagar University, Bengaluru

FOR COLLABORATION BETWEEN

Karnataka State Council for Science and
Technology (KSCST), IISC, Bengaluru

AND

Dayananda Sagar University, Bengaluru

Dayananda Sagar University, Bengaluru is a private university in the state of Karnataka, established and governed by the Dayananda Sagar University Act-2012. Dayananda Sagar University aims to promote and undertake the advancement of university education in Engineering & Technical, Medical Sciences, Allied Health Sciences, Commerce & Management, Basic and Applied Sciences, Arts & Humanities, Vocational, and other allied sectors of higher and professional education.


We believe that creativity is the key competence required to excel in our complex world where independent thinkers, product leaders, artists, designers and innovators are the need of the hour. Our students learn creative concepts and design thinking regardless of their area of study. Students are evaluated on the basis of real life skills such as teamwork, presentation, research and initiative. Dayananda Sagar University fosters creative communities where new ideas can be nurtured, new discoveries made and new creations shared.

Karnataka State Council for Science and Technology (KSCST) was established in the year 1975. It is one of the first State S&T Councils set up in the country. KSCST is an autonomous S&T organization under Department of Science & Technology, Government of Karnataka.

During the last 44 years, KSCST has been pro-actively engaging itself to identify, propose and implement S&T based solutions to locale specific needs/problems in the broad areas of Water, Education, Energy, Ecology and Environment, Waste management and Infrastructure. In co-operation with the Indian Institute of Science and several other premier R&D institutions, KSCST executes many projects and programmes aimed at improving socio-economic conditions of the people of the state.

Over the years, a number of technologies have been generated, from research and demonstration phase, to the implementation and operational phase. KSCST provides support to the Central and State Governments, in formulation of S&T based policies, scientific surveys, project implementation, evaluation, co-ordination & monitoring, organization of scientific meets and awareness campaigns. The Department of Science and Technology, Government of India advocated KSCST as a model to all the states.

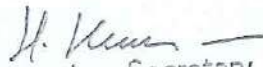
The **Registrar, Dayananda Sagar University, Bengaluru** representing the **University** and the **Executive Secretary, Karnataka State Council for Science and Technology** representing **KSCST, Bengaluru** have arrived at this Memorandum of Understanding for mutual co-operation and collaboration on matters of mutual interest. Hence, this Memorandum of Understanding (MOU).

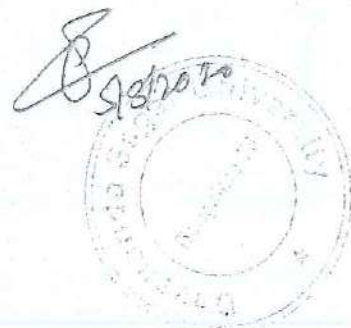

Executive Secretary
Karnataka State Council for
Science and Technology
Indian Institute of Science
BANGALORE - 560 012



The following are the terms of agreement:

1. For the purpose of this MOU **Karnataka State Council for Science and Technology (KSCST), Bengaluru** to provide the legal assistance in matters relating to Intellectual Property Rights on need basis as agreed upon. **Dayananda Sagar University, Bengaluru** shall provide the support in terms of Technical input for effective understanding of IPR and other related areas.
2. The **Karnataka State Council for Science and Technology (KSCST)** may provide assistance for the following research activities.
 - a. Patent Information Centre to provide assistance and opportunity on the *Internships, Project (Engineering, Sciences, Medical Sciences, Allied Health Sciences, Vocational Arts & Humanities, and Commerce & Management), setting up of an IPR Cell, training personnel on IPR.*
 - b. Any other areas of co-operation to be mutually agreed by the parties.
3. **Karnataka State Council for Science and Technology (KSCST)** and **Dayananda Sagar University, Bengaluru** may in joint collaboration organize workshops training programmes, conduct research activities, involve public participation and assist in publication of books and journals and offer academic programmes.
4. **Karnataka State Council for Science and Technology (KSCST)** may depute qualified officers/ Individuals to sensitize and train the faculties, students and research bodies of Dayananda Sagar University, in order to create an ecosystem that stimulates innovation and independent thinking among them to evolve innovative ideas for developing value added products, process or services.
5. The MOU between **Karnataka State Council for Science and Technology (KSCST)** and **Dayananda Sagar University, Bengaluru** shall be supplemented by detailed work plans to be developed jointly which describe more specifically the activities to be carried out under this collaborative programme.
6. If need arises, the **Karnataka State Council for Science and Technology (KSCST)** and the **Dayananda Sagar University, Bengaluru** may constitute a Joint Committee to work out the practical problems of collaboration if any, between the two institutions in general and to ensure proper and effective implementation of this MOU.


Executive Secretary
Karnataka State Council for
Science and Technology
Indian Institute of Science



7. Such details agreed upon will be effective by exchange of letters by the **Karnataka State Council for Science and Technology (KSCST)** and **Dayananda Sagar University, Bengaluru** and such letters shall form part of this agreement.

SCOPE OF THE MOU:

KSCST and DSU shall/may take relevant steps and measures to protect, promote and enhance research and development, which shall create scope for development of Intellectual Property and take appropriate decisions and measure in furtherance of the same.

Karnataka State Council for Science and Technology (KSCST) - Roles and Responsibilities

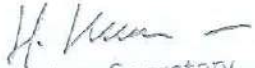
- ❖ KSCST may provide assistance in securing the registration of IPRs.
- ❖ There shall be no financial responsibility from the side of the **Karnataka State Council for Science and Technology (KSCST)**
- ❖ **Karnataka State Council for Science and Technology (KSCST)** may associate with **Dayananda Sagar University, Bengaluru** in organizing programmes

Dayananda Sagar University, Bengaluru- Roles and Responsibilities

- ❖ **Dayananda Sagar University, Bengaluru** may make available suitable conference rooms and other needful amenities for the same.
- ❖ **Dayananda Sagar University, Bengaluru teachers, researchers and students** may be part of the programs organized in their venue.

DURATION OF THE MOU

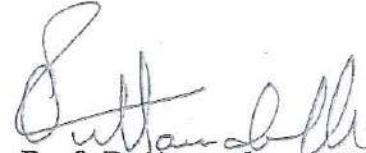
This MOU shall be in effect initially for a period of 5 years from the date on which this MOU is signed by both the parties and may be renewed thereafter, by mutual consent. Either party may terminate the agreement by written notification sent to the proper Officer of the institution. Such notice must be received by either Party within six months prior of the effective termination date.


Executive Secretary
Karnataka State Council for
Science and Technology
Indian Institute of Science
BANGALORE - 560 012



In witness where of the parties hereto cause this instrument to be executed as of the date, month and year indicated below.

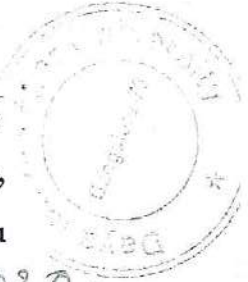
On behalf of the **Dayananda Sagar University, Bengaluru**


Prof. Puttamadappa C,

Registrar,

Dayananda Sagar University, Bengaluru

Date: 05.08.2020



On behalf of the **Karnataka State Council for Science and Technology (KSCST), Bengaluru,**



Executive Secretary,
Executive Secretary
Karnataka State Council for
Science and Technology,
Indian Institute of Science,
BANGALORE - 560 012

Karnataka State Council for Science and Technology (KSCST),

Date: 05.08.2020

May 2017

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Document Sheet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

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ಕ್ರ. ಸಂ. 631268

ಬೆಲೆ : ರೂ. 2/-

Statement of Work

This **Statement of Work** ("Agreement" or "Other Terms") is entered into and effective as of -----, May ..., 2017 ("Effective Date"), by and between

Dayanand Sagar Institutions (Hereinafter referred to as "DSI (Dayananda Sagar University; Dayananda Sagar College of Engineering; Dayananda Sagar Academy of Technology & Management)"), a State Private Institutions located at Shavige Malleshwara Hills, Kaumaraswamy Layout, Bengaluru, Karnataka 560078
having its main offices
AND

Keanest Pvt.Ltd. (Hereinafter referred to as "Keanest") a company incorporated under the Companies Act, 1956, having its registered offices at Hosur Main Road, Kudlu Gate, Hongasandra Village, Begur Hobli, Bengaluru, Karnataka 560068,, India.

DSI (DSU; DSCE; DSATM) and Keanest are hereinafter collectively referred to as "Parties" and individually as "Party"

This Agreement shall be governed by the terms and conditions of the Agreement for Courses and Education & Learning Materials dated -----, 2017 signed between Keanest and DSI (DSU; DSCE; DSATM) ("Agreement for Courses and Education & Learning Materials").

WHEREAS Keanest has MoU / Agreement with some of the Industry Partners to provide relevant aspects of Industry aligned Engineering Programs in association with Universities.

WHEREAS, DSI (DSU; DSCE; DSATM) and Keanest have agreed to work together to introduce certain Engineering courses for the students of DSI (DSU; DSCE; DSATM) to be conducted on DSI (DSU; DSCE; DSATM) campus, and to other students and professionals who are interested in attending these courses at the DSI (DSU; DSCE; DSATM) campus.

WHEREAS, the parties have agreed that DSI (DSU; DSCE; DSATM) will elect to engage Keanest as the primary partner to provide Industry association for education support services and as stated in this Agreement.



NOW, THEREFORE, in order to ensure that the agreement between Parties, regarding the business relationship being sought, has clarity about the engagement, the following items represent points agreed to by the parties through this Agreement.

1. Basis of the Agreement

- Keanest has developed Industry Aligned Courses with its Industry Partners for students pursuing graduate studies in Engineering. Based on Keanest's MoU with its Industry Partners, Keanest proposes to offer certain Courses at the DSI (DSU; DSCE; DSATM) campus. DSI (DSU; DSCE; DSATM), acknowledge the need for Industry Aligned Courses related to Industry Partner's Technology. Both Keanest and DSI (DSU; DSCE; DSATM) are keen to cooperate in a way that will benefit the DSI (DSU; DSCE; DSATM) students pursuing a bright career.
- DSI (DSU; DSCE; DSATM) and Keanest establish a roadmap to build a relationship to progress the Education Engagement in the following manner:
- DSI (DSU; DSCE; DSATM) and Keanest are coming together to deliver a new set of courses on DSI (DSU; DSCE; DSATM) campus. These courses will have knowledge broad-based industry alignment and interaction in their professional make-up.
- Keanest, along with its Industry Partners, will set the courses, provide the course material and the certifications as well as academic support through Subject Matter Experts (SMEs). The roles and responsibilities and deliverables from Keanest along with its Industry Partners and of DSI (DSU; DSCE; DSATM) are described in the sections that follow.
- The provision of hardware/software, education & learning materials and services will be governed under the Agreement for Courses and Education and Learning Materials dated _____, 2017 (hereinafter referred to as the "Agreement for Courses and Education & Learning Materials") executed by DSI (DSU; DSCE; DSATM).

2. Roles and Responsibilities

The roles and responsibilities of Keanest and DSI (DSU; DSCE; DSATM) in connection with this proposed relationship are described in detail in Annexure A ("Roles and Responsibilities").

3. Financial Terms - Fees to be paid to Keanest

In consideration of Keanest performing its Roles and Responsibilities hereto, DSI (DSU; DSCE; DSATM) will collect the fees from students and shall pay an agreed amount to Keanest as described in detail in Annexure B: Price Schedule.

4. Termination

This Agreement will be initially valid for a period of five years and on its expiry will renew for periods of five years on the same terms and conditions unless terminated by a Party prior to such expiry of the Agreement in accordance with the terms of the Agreement. Either Party may terminate the Agreement with thirty days' written notice if the other Party commits a material breach of the terms and conditions enumerated in this Agreement and fails to cure the same within the aforesaid notice period. Notwithstanding such termination, all the batches of students admitted to these Programs during the currency of this Agreement will be taken to logical conclusion of their Program by both Parties wherein each Party would be bound to perform their Roles and Responsibilities as enumerated in this Agreement.

5. Confidentiality

The substance of this Agreement and the provision of services contemplated hereby will be kept confidential



and will not be disclosed by any Party hereto to any third party without the prior written consent of the other Party hereto unless such disclosure is necessitated by due process of law. In all cases where disclosures are necessitated by law the other Party will be kept duly informed of the same. The notice should be sufficient so that the Party may obtain a protective order where required.

The Parties acknowledge that the exchange of confidential information by DSI (DSU; DSCE; DSATM) and Keanest in connection with this Agreement will be governed by the terms and conditions of "Agreement for Exchange of Confidential Information" (described under section 9 under this Agreement).

6. Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the Agreement for Courses and Education & Learning Materials, circumstances may arise where, because of a default on DSI (DSU; DSCE; DSATM)'s part, Keanest is entitled to recover damages from DSI (DSU; DSCE; DSATM) regardless of the basis on which Keanest is entitled to claim damages from DSI (DSU; DSCE; DSATM) (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), DSI (DSU; DSCE; DSATM)'s entire liability for all such claims will be as per the terms and conditions of the Agreement for Courses and Education & Learning Materials under which such Product or Service is acquired.

In no event will either Party be liable for any lost profits, lost savings, loss of data, lost business, indirect damages, incidental damages, or other economic consequential damages, even if advised of the possibility of such damages. In addition, neither Party will be liable for any damages claimed by the other party based on any third party claim except as provided otherwise or under the Agreement for Courses and Education & Learning Materials.

7. Publicity

Keanest and DSI (DSU; DSCE; DSATM) each agrees not to use the trademarks, trade names, services marks or other proprietary marks of the other party (including Keanest's Industry Partners) to this Agreement in any advertising, press releases, publicity matters, or other promotional materials without prior written approval of the other party.

In addition each party agrees not to initiate or distribute any press releases, publicity matters or other promotional materials related to or referencing the subject matter of this Agreement without prior written approval of the other party.

8. Governing Law

This Agreement will be governed by and construed in accordance with the laws of India and the jurisdiction will be Bangalore.

9. Agreement for Exchange of Confidential Information

The mutual objective under this Agreement is to provide protection for confidential information. I.e. information exchanged between the parties relating to this Agreement and marked as "Confidential" by the Disclosure ("Information") while maintaining our ability to conduct our respective business activities. Each of the Parties agree that the following terms apply when one of us ("Disclosure") discloses Information to the other ("Recipient").

9.1 Disclosure



Information will be disclosed either:

- 1) In writing;
- 2) By delivery of items;
- 3) By initiation of access to Information, such as may be in a database; or
- 4) By oral or visual presentation.

Information should be marked with a restrictive legend of the Discloser. If Information is not marked with such legend or is disclosed orally, the Information shall be identified as confidential at the time of disclosure.

9.2 Obligations

The Recipient agrees to:

- 1) Use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and
- 2) Use the Discloser's Information for the purpose for which it was disclosed or otherwise for the benefit of the Discloser.

The Recipient may disclose Information to:

- 1) Its employees who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Control means to own or control, directly or indirectly, over 50% of voting shares; and
- 2) Any other party with the Discloser's prior written consent.

Before disclosure to any of the above parties, the Recipient will have a written agreement with the party sufficient to require that party to treat Information in accordance with this Agreement.

The Recipient may disclose Information to the extent required by law. However, the Recipient will give the Discloser prompt notice, if possible, to allow the Discloser a reasonable opportunity to obtain a protective order.

9.3 Confidentiality Period

Information disclosed under this Agreement will be subject to this Agreement for two years following the initial date of disclosure.

9.4 Exceptions to Obligations

The Recipient may disclose, publish, disseminate, and use Information that is:

- 1) Already in its possession without obligation of confidentiality;
- 2) Developed independently;



- 3) Obtained from a source other than the Disclosure without obligation of confidentiality;
- 4) Publicly available when received, or subsequently becomes publicly available through no fault of the Recipient; or
- 5) Disclosed by the Disclosure to another without obligation of confidentiality.

The Recipient may use in its business activities the ideas, concepts and know-how contained in the Disclosure's Information which are retained in the memories of Recipient's employees who have had access to the Information under this Agreement.

9.5 Disclaimers

The Disclosure will not be liable for any damages arising out of the use of Information disclosed under this Agreement.

Neither this Agreement, nor any disclosure of Information made under it grants the Recipient any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Disclosure.

9.6 General

This Agreement does not require either of us to disclose or to receive Information.

The receipt of Information under this Agreement will not in any way limit the Recipient from:

- 1) Providing to others products or services which may be competitive with products or services of the Disclosure;
- 2) Providing products or services to others who compete with the Disclosure; or
- 3) Assigning its employees in any way it may choose.

The Recipient will:

- 1) Comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations, and
- 2) Unless authorized by applicable governmental license or regulation, not directly or indirectly export or re-export any technical information or software subject to this Agreement (including direct products of such technical information or software) to any prohibited destination or country (including release to nationals, wherever they may be located, of any prohibited country) as specified in such applicable export regulations. This paragraph will survive the termination or expiration of this Agreement and the confidentiality period above and will remain in effect until fulfilled.

10. General

a) This Agreement ("Other Terms") and Agreement for Courses and Education & Learning Materials supersedes all prior proposals and discussions on this subject and is the complete and exclusive statement of the agreement between the parties. In case of conflict between the terms of this Agreement and the terms of the Agreement for Courses and Education & Learning Materials, the terms of this Agreement shall prevail. This Agreement ("Other Terms") cannot be modified except by a written agreement signed by the authorized



representative of each of the DSI (DSU; DSCE; DSATM) and Keanest. Any reproduction of this Agreement ("Other Terms") by reliable means will be considered an original of this document.

b) Each party will be responsible for its own expenses in connection with these discussions.

c) Except as set forth herein, there are no restrictions on either party as a result of these discussions and either party is free to pursue a similar business relationship with others at any time.

d) Each Party will act as an independent contractor. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither Party may make any commitments binding on the other, nor may either Party make any representation that they are acting for, or on behalf of, the other.

e) Both parties have obligation to ensure adherence to the present Agreement.

f) Neither of the Parties may assign, or otherwise transfer, its right or delegate its duties or obligation under this Agreement without prior written consent of the other Party. Any attempt to do so is void.

g) Representation and Warranties of DSI (DSU; DSCE; DSATM):

DSI (DSU; DSCE; DSATM) hereby represent and warrants to Keanest that:

- i) It has all necessary power and authority to enter into this Agreement and to fully perform its obligations hereunder.
- ii) Neither the execution of this Agreement nor the performance by it of any of its obligations including the Roles and Responsibilities hereunder will conflict with or result in a breach of any provisions of law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to Keanest.
- h) The list of presently available courses are more particularly described in Annexure C of this Agreement ("Programs"); subsequent courses to be added into the Annexure from time to time.

11. Arbitration

Except for seeking injunction from the court of competent jurisdiction, every dispute, difference, or question which may at any time arise between the Parties hereto or any person claiming under them, touching or arising out of or in respect of this Agreement/Agreement for Courses and Education & Learning Material or the subject matter thereof will be referred to a sole arbitrator to be appointed by a mutual agreement between the Parties and if failing to agree to appoint such mutually acceptable arbitrator, to two arbitrators one to be appointed by each Party to the difference and in case of difference of opinion between them to an umpire appointed by the said two arbitrators before entering on the reference. The decision of the arbitrators will be final and binding on the Parties. The arbitration proceedings will be conducted in accordance with Arbitration and Conciliation Act, 1996.

The seat of arbitration will be Bangalore and the cost of arbitration will be shared by the Parties.

12. Indemnities:

DSI (DSU; DSCE; DSATM) hereby unconditionally and irrevocably agrees, to indemnify, keep indemnified and save and hold harmless Keanest, its directors, employees and agents from and against any and all losses, claims, damages, liabilities, expenses and disbursements (including all legal and other costs, charges and



expenses) incurred by Keanest in connection with this agreement whatsoever arising out of or resulting from any legal proceedings, civil suit, defence, or other action initiated or instituted in respect of or relating to the DSI (DSU; DSCE; DSATM) agreement:

- (1) Infringement by DSI (DSU; DSCE; DSATM) of Keanest's or any third party's intellectual property rights;
- (2) Acts of negligence and misconduct of DSI (DSU; DSCE; DSATM), its directors, employees and agents resulting in loss of life or bodily injury, damage to real property;
- (3) Non-compliance by DSI (DSU; DSCE; DSATM) of applicable laws;
- (4) Representations and warranties made by DSI (DSU; DSCE; DSATM) not authorized by Keanest;
- (5) DSI (DSU; DSCE; DSATM) conduct and/ or relations with any third parties. "Notwithstanding anything contained herein above the DSI (DSU; DSCE; DSATM)'s indemnity in any case shall not extend to events beyond breach of agreement and it shall not extend to the events over which the party giving the indemnity i.e. DSI (DSU; DSCE; DSATM) has no personal control."

This Agreement sets forth the understanding of the parties as of

Agreed to:

Agreed to:

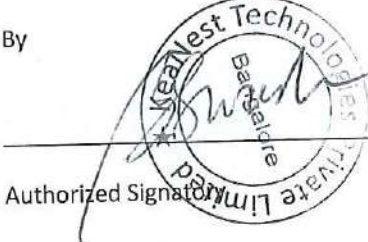
Dayanand Sagar Institutions

Keanest Pvt.Ltd.

By

By


Authorized Signatory


Authorized Signatory

Name : Prof. A. N. N. Murthy

Name : Mr. Suresh Eswar Bulusu

Designation : Vice Chancellor, DSU

Designation : Director

Date:

Date:

Dayanand Sagar Institutions

Keanest Pvt.Ltd.

Shavige Malleshwara Hills, Kaumaraswamy
Layout, Bengaluru, Karnataka
560078

Hosur Main Road, Kudlu Gate, Hongasandra
Village, Begur Hobli, Bengaluru, Karnataka
560068

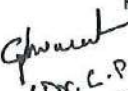
Agreement Number :

After signing, please return a copy of this Agreement to the "Keanest address" shown above.

Keanest & DSI (DSU; DSCE; DSATM) - Agreement

Page 7

2017


(Dr. C.P.S. Prakash)
Dr. C.P.S. Prakash, M.Tech, Ph.D
Principal, Keanest
Dayananda Sagar College of Engineering
Kumaraswamy Layout, Bangalore - 560 078.



Annexure A

Roles and Responsibilities

Keanest Responsibilities

1. Curriculum consultancy and Courseware

- a. Collaborative work on curriculum design for the Programs being launched jointly.
- b. Keanest Courseware for each of the specialization courses under the Programs, kept reasonably updated by constant curriculum inputs from leading industry Professionals and from Keanest's and its Industry Partner's Lab experts.
- c. Availability of up to date specialization courseware for students enrolled under the Programs at DSI (DSU; DSCE; DSATM). The courseware will be made available at least 1 months prior to the intended delivery, in electronic form.

2. Execution the program

- a. Operate and manage the delivery of classes and labs at the DSI (DSU; DSCE; DSATM) campus.
- b. Provide detailed session plans for the Programs to be provided to DSI (DSU; DSCE; DSATM).
- c. Manage quality of teaching at a high level of academic standards. The faculty will need to pass Keanest's qualifying tests from time to time.
- d. Collect students' fees, and pay to Keanest the agreed share as per this SoW.
- e. Branding and visibility creation
- f. Counsellors to engage with students and provide suitable counselling.
- g. Near real life project scenario to be assigned to the students, real time guidance to be provided by mentors and SME's to execute the project.
- h. Subject matter experts (SME) to visit the campus and interact with students.
- i. Webinars will be conducted by SME's/industry experts as part of the course. There will be two webinars included in the program.
- j. Students will be able to access course material online using our intuitive learning platform.
- k. The platform includes collaborative learning functionalities like discussion forums, Wikis, Blogs and competitions.
- l. Industry aligned course content to be available online to students and faculty 24x7.

2. Teacher's Training Program:



- a. The centralized Teach the Teacher (T3) program workshops will be conducted on the specialization courses, (to be taught in the following or subsequent semesters), by Keanest or its Industry Partners' Subject Matter Experts (SMEs), for select DSI (DSU; DSCE; DSATM) Faculty at the DSI (DSU; DSCE; DSATM) campus. The dates, frequency, and venue will be shared by Keanest. In some cases, the venue may be in an off-site location within India.
- b. T3 Workshop to be delivered by Keanest or its partners for each Keanest specialization Subject in each Program.
- c. T3 workshops will be for a duration of 2 to 5 days, depending upon the Keanest specialization subject credit hours.
- d. T3 Workshop will be delivered for a batch of maximum of 10 selected faculty members of DSI (DSU; DSCE; DSATM).
- e. In case of repeat T3 courses or for new teachers, additional courses will be delivered by Keanest partner on a chargeable basis, at mutually agreed charge.
- f. T3 for DSI (DSU; DSCE; DSATM) faculty members will not be conducted if Keanest provides teaching faculty for these programs.

3. Ecosystem platform support.

- a. The web portal – an online education ecosystem platform – provided by the Keanest, to be the underlying framework for the engagement between Keanest, DSI (DSU; DSCE; DSATM) and the students who take admission under the joint Programs. The students will access online, the Keanest specialization course material and other online collaborative environment functionalities.
- b. All relevant course material pertaining to the Keanest provided specialized courses will be made available to the students on this platform. Keanest/Keanest Partner shall update the software if required from time to time.

4. SME Visits

- a. Keanest to support in visit of the Keanest / Partners' technology professionals to the DSI (DSU; DSCE; DSATM), campus for student interactions as per program requirements. The dates and session topics will be jointly decided by Keanest and DSI (DSU; DSCE; DSATM).

5. Printed Education & Learning Materials

- a. At the request of DSI (DSU; DSCE; DSATM), Keanest to provide 1 copy each of printed courseware books for Specialization subjects for faculty members (maximum 5), who have attended and successfully completed the T3 session on the course subject and who will be covering that subject in the upcoming semester with the students at DSI (DSU; DSCE; DSATM) Institutions.
- b. Keanest to provide 5 copies of the printed courseware books for Keanest specialization subjects to the campus Library.

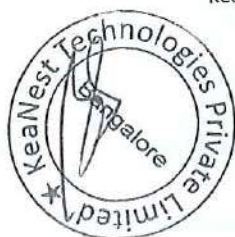
6. Other support



- a. Nominate a Program Manager for coordination between Keanest and DSI (DSU; DSCE; DSATM).
- b. Certificate of completion to all students who go through the Program successfully.

Summary of the deliverables

<u>Delivery component</u>	<u>Delivery details</u>
Curriculum workshop finalization	Once at the beginning of the engagement. Any further requirement for curriculum workshop/updates will be executed over the phone.
Teach the Teacher (T3)	Once per program per course for the upcoming course to be introduced for the first time for the faculty at the Bangalore campus.
Industry Guest Lectures through the web (Webinar)	Twice per semester.
Gurukool program for the participating students.	Once per year in Bangalore or any other location decided and announced by Keanest. A nominal fee will be charged to the participants, and travel and living to be taken care by the participating students and faculty groups.
Poster competition	Once per year in the Institutions campus announced by Keanest. The competition will be announced and executed using the online ecosystem platform.
Certificate of completion (for Students)	One consolidated completion certificate in relation to the completion of Program shall be provided.
Certificate of completion (for Faculty)	One completion certificate for participation and completion of each Teach the Teacher (T3) program attended, shall be provided, on being informed by the Institutions and upon confirmation from the Subject Matter Expert who delivered the T3 program.
Courseware access	Relevant courseware and program access through the online ecosystem platform for the enrolled students and faculty team
Labs	Advice/Suggest on the lab setup and lab instructions for students
Courseware (Printed books) for faculty team	One time 3 printed courseware books per course
Courseware (Printed books) for Library	One time 3 printed courseware book per course



DSI (DSU; DSCE; DSATM) Responsibilities

Prior to the start of the engagement, DSI (DSU; DSCE; DSATM) will designate a person ("Point of Contact"), to whom communications relative to this SOW will be addressed and who will have the authority to act on DSI (DSU; DSCE; DSATM)'s behalf in all matters regarding this agreement. DSI (DSU; DSCE; DSATM)'s Point of Contact will:

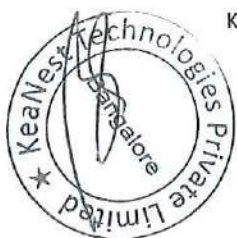
1. Nominate a Single Point of Contact (SPOC) for coordination with Keanest.
2. Nominate DSI (DSU; DSCE; DSATM) faculty for the courses under this Agreement, and to make them available for the centralized T3 workshops conducted by Keanest partner.
3. Program promotion through a structured Program campaign.
4. Conduct the Admission Exams and appropriate Counseling, and select and enroll students, based on a high standard of admissions.
5. Share the student data, for all students enrolled under this Program with Keanest.
6. Provide suitable infrastructure to Keanest to the run the programs, including classrooms, lights, fans, writing boards, projectors, projector screens, whiteboards, flipcharts, access to cafeteria, supplies, and administrative support.
7. Provide a suitable Seminar / Webinar (for Industry Guest lectures) room for the number of students equipped with proper acoustics and Audio/Video equipment's: Speakers, multiple Microphones for student Q&A sessions, Projector, Internet Connectivity with adequate bandwidth, Landline Telephone connection in the Seminar/Webinar room.
8. Provide adequate computing infrastructure to the enrolled students for their Lab work.
9. Provide adequate bandwidth to the students enrolled in the joint Programs, such that there is no response time constraints faced by them in using the cloud based platform.
10. Provide suitable two office cabins to Keanest on DSI (DSU; DSCE; DSATM) campus for visiting executives as well as onsite director.
11. Manage excellent placement record for students enrolled in the joint Programs.
12. Provide suitable security to Keanest assets on campus.
13. Allow Keanest and partner names to be displayed in various formats on campus.
14. Obtain any necessary consents and take any other actions required by applicable laws, including but not limited to data privacy laws, prior to disclosing any of its employee information or other personal information or data to Keanest. DSI (DSU; DSCE; DSATM) also agrees that with respect to data that is transferred or hosted, DSI (DSU; DSCE; DSATM) is responsible for ensuring that all such data adheres to the laws and regulations governing such data.
15. Be responsible for the identification of, interpretation of, and compliance with, any applicable laws,



regulations, and statutes that affect your existing systems, applications, programs, or data to which Keanest will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-Keanest products including those recommended by Keanest. DSI (DSU; DSCE; DSATM) is solely responsible for obtaining advice of legal counsel as to the compliance with such laws and regulations.

16. Be responsible for any data and the content of any database, the selection and implementation of procedures and controls regarding its access and use, backup and recovery and security of the stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel.

Acknowledge that any responsibilities not specifically stated in this SoW as Keanest responsibilities are deemed out of scope



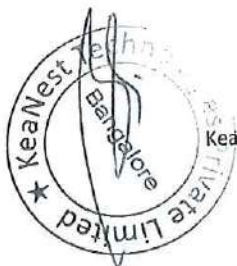
Annexure B (Financial Terms - Fees to be paid to Keanest)

DSI (DSU; DSCE; DSATM) – Keanest Fee Sharing

1. DSI (DSU; DSCE; DSATM) will retain 37.5% of gross fees collected from students and 62.5% will be paid to Keanest in consideration of the performance of the Roles and Responsibilities. However, if Keanest deploys its faculty then DSI (DSU; DSCE; DSATM) will retain 30% of gross fees collected from students and 70% will be paid to Keanest
2. DSI (DSU; DSCE; DSATM) will collect the fees from the students
3. Keanest will fund the administration of the program, including onsite staff - operations manager, administration manager and counselors.
4. Keanest will pay for the faculty training.
5. Keanest will pay its partners, such as IBM, for their contribution including the course material, branding, and certification.

Payment Terms

1. Rates, charges or fees specified in this Agreement are exclusive of all taxes.
2. DSI (DSU; DSCE; DSATM), Keanest and IBM shall take the responsibility to deduct applicable taxes under the provisions of the Income Tax Act, 1961 ("the Act") and remit such Taxes Deducted at Source ("TDS") to the credit of the Government Account. Additionally, DSI (DSU; DSCE; DSATM), Keanest and IBM will follow their existing internal processes to file quarterly TDS returns under the provisions of the Act or such other law in force, furnish TDS certificates and comply with any other requirement connected thereto as required under the provisions of the Act.



Annexure C

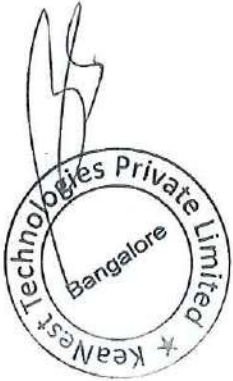
List of Programs

Program Overview

The first set of programs include the following IBM specializations:

- Cloud Computing and Virtualization technology
- Big Data
- Cyber security and Forensics

Number of batches and class planning will be worked out mutually.



19/07/2021

MoU-File

Memorandum of Understanding (MoU)

This Memorandum of Understanding (MoU) is signed between Launch Dream, LLC doing business as ScaleUP USA with its primary office at Suite #2201, Haller Lane, Reston, Virginia 20191, USA and Computer Science and Technology Program (CST), School of Engineering at Dayanand Sagar University, with its primary office at Hosur Rd, Kudlu Gate, Srinivasa Nagar, HAL Layout, Singasandra, Bengaluru, Karnataka 560068, India. Launch Dream and CST are hereinafter referred to individually as "Party" or collectively as "Parties".

ScaleUP USA Product Accelerator Program:

Launch Dream and CST desire and intend to collaborate and build on the synergies of both parties to create a technology-based Product Acceleration Program to develop CST student-powered IT-based products and platforms for the North American marketplace. This program will be called "ScaleUP USA Product Accelerator." The goal of the ScaleUP USA Product Accelerator includes creating products and platforms for US marketplace, giving CST students practical work experience in developing US-based technology products and platforms, prepare them for product engineering jobs in North America, as well as to help attract the best students to the CST program and brand the CST program as innovative and transformative in India.

ScaleUP USA Product Accelerator Process:

Both the Parties here have identified the following areas and agree to mutually cooperate for the growth of the ScaleUP USA Product Accelerator hosted at CST:

1. Launch Dream (and its business partners, if applicable) will provide up to 1 to 3 innovative and transformative ideas from the US for creating new technology products and platforms for the US marketplace by CST students with local CST faculty advice in guidance during the program timeframe.
2. CST faculty will scout for second, third and fourth-year qualified, talented, and passionate CST students interested in architecting, designing, developing, testing, branding, launching, refining, and managing technology products and platforms for the Product Accelerator.
3. These selected CST students will typically work in a cohort of 4 to 6 students to help build at a minimum, Minimal Viable Product (MVP) under the business guidance of Launch dream and its identified partners as well as the technical guidance of the CST faculty and technical advisers.
4. Typical ScaleUP USA Product Accelerator Program projects will be between one and two years long. Each student will work for a minimum of 10 hours a week during

college time and potentially 20-40 hours a week during summertime to complete the product or platform for the Accelerator Program.

5. Each ScaleUP USA Product Acceleration Program project will be considered part of the CST's mini-student work project and will receive grades from the CST faculty based on Launch Dream's feedback as well as their own faculty evaluation.
6. CST will ensure that students are aware that they will not be paid for these projects either by Launch Dream or CST. However, they will receive a joint certification letter from the ScaleUP USA Product Accelerator authorized by both Parties indicating the name of the product developed, product development work completed by the cohort, as well as valuable experience and expertise secured as a result of this project.
7. The intellectual property for the products or platforms developed by the students with advice from faculty will be owned by Launch Dream (and its business partners, if applicable). If and when the products are productized and commercialized, the participating students with high grades in their Product Accelerator project work will have the prospect to join the new company or get Restricted Stock Units (RSU's) or stock options in the new company.
8. CST will collect data regarding how students learn the concepts and skills required to develop such products. This data will be used for research and development purposes.
9. Each CST student will have to sign a non-disclosure agreement (NDA) and agree not to discuss or share the confidential and proprietary product ideas, business plans, architecture, and code with other third parties without express written consent.
10. Each CST student will ensure that they are not using other companies or persons' proprietary or confidential intellectual property while developing the products for the ScaleUP USA Product Accelerator Program.
11. CST office will ensure that its ScaleUP USA Product Accelerator student cohorts have access to desktop computing resources, cloud computing resources, bandwidth, meeting spaces, as well as communication technologies including phone and video conferencing to work effectively with US and local counterparts.
12. Launch Dream and the CST faculty may hold joint webinars and video conferences to promote the CST program and the ScaleUP USA Product Accelerator to attract the best students and faculty to CST, School of Engineering, DSU, and ScaleUP USA programs.
13. CST will publicize this ScaleUP USA Product Accelerator Program by writing a description on its CST landing page and by linking it prominently to the ScaleUP USA platform. Additionally, CST and Launch Dream may issue formal press releases,

social media campaigns, and other branding and marketing material to maximize audience and traffic to the landing page.

14. The Parties may showcase each other's logos, and the ScaleUP USA Product Accelerator program on its websites, blogs, videos, social media, and other digital media campaigns to promote the program positively.
15. CST will ensure that the CST faculty and the participating students are aware of the various requirements of the Product Accelerator, including duration and time of work, confidentiality, intellectual property ownership, no wages or salaries as well as other relevant matters so that they work with the Product Accelerator with the full understanding of the MOU.

This MoU serves as a record of the parties' current intentions and to ensure that the activities mentioned in the MoU can be accomplished in conformity with the intents of both parties. The parties may in the future enter an additional formal and binding separate agreement or agreements with each other which will detail the specific form and content of the activities and cover the responsibilities and rights of each Party. Such agreements will be negotiated in good faith.

This MoU commences from the date of the last signing and shall be in force until terminated at any time by mutual consent by giving 60 (sixty) days written notice by either party. The MoU may be amended, modified, extended, or renewed only on the written consent of both Parties.

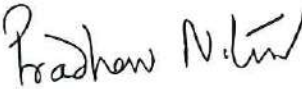

This MoU shall be considered automatically void if one of the parties come to default any of its obligations and/or violates any provisions contained herein, failing to remedy such breach and/or violation within thirty (30) days written receipt of notification from the other Party accordingly, except the cases of unforeseeable circumstances or force majeure. Notwithstanding the foregoing, this MoU may be terminated by either party, without charge, upon written notice of immediate effect, in the event of insolvency, dissolution, liquidation, judicial or extrajudicial recovery, or bankruptcy of either Party or its controller.

This MoU is entered into by the parties in a non-exclusive character. The Parties declare that the signatories to this MoU are its legal representatives, with powers to assume the obligations agreed. Any communication, warning, notice, or request between the Parties under this agreement shall be sent in writing, via official e-mail, or other postal means. Any change must be done through an amendment, signed between the Parties, which will form an integral part of this MoU for all legal purposes.

If any of the provisions contained in this MoU is legally invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions of this MoU shall not in any way be affected or impaired by this fact.

None of the conditions of this MoU shall be understood to establish a joint venture company or association between the Parties, or employment relationship between the employees or representatives of a Party and the other Party.

Any dispute arising out of or concerning this MoU shall be resolved amicably and if this is not possible, then, by international arbitration.

On behalf of the ScaleUP USA / Launch Dream	On behalf of CST/ SoE/ Dayanand Sagar University
	
Nitin Pradhan CEO Dated: July 19th, 2021	Dr. Srinivas A Dean, School of Engineering, DSU Dated: 19 July 2021

DEAN - SCHOOL OF ENGINEERING,
DAYANANDA SAGAR UNIVERSITY,
KUDLU GATE, HOSUR MAIN ROAD,
BENGALURU - 560 068



AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT ("Agreement") is made at New Delhi on this 29 day of January, 2021 ("Execution Date"):

BETWEEN:

LSAG India LLP, a limited liability partnership incorporated under the laws of India, having LLPIN AAQ-5026 and having its registered office at H 26A, 2nd Floor, Kalkaji, New Delhi, South Delhi, Delhi, India, PIN - 110019 hereinafter referred to as the "**LSAG**" (which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns)

AND

Dayananda Sagar University - Innovation Campus, Kudlu Gate, Hosur Main Road, Bangalore - 560114 hereinafter referred to as the "**Institution**", (which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and permitted assigns)

LSAG and the Institution shall hereinafter be collectively referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS

- A. LSAC is involved in designing and developing test items and suitable scoring methodologies and algorithms under the names and style of the Test for use as an academic entrance test by law universities, colleges, schools and / or institutes in India for their law degree programme.
- B. LSAG is involved in the marketing and promotion of the Test in India, the organisation of law forums and events with colleges and institutions in India and the performance of such other on-ground activities and services that may be required in relation to the administration and conduct of the Test in India.
- C. The Institution is an institution of repute in India offering a law degree programme to students and is desirous of admitting students into such Law Programme partly on the basis of their performance in the Test.
- D. The Institution and LSAG have entered into this Agreement to establish the terms and conditions for the services and activities to be performed by each Party during the Term of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following terms shall have the following meanings assigned to them herein below:

"**Admission Year**" shall mean each year during which the Institution shall grant admissions to prospective students to its law course after the Execution Date by way of the selection of students on the basis *inter alia* of their Scores on the Test.

"**Agreement**" shall mean this Agreement along with all exhibits, annexures and schedules attached hereto.

"**Applicable Law**" shall mean and include all statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, circulars, guidelines

Signature

policies, directions, directives, orders, decisions and judgments of any Indian Governmental Authority.

"**Arbitration Act**" shall mean the Arbitration and Conciliation Act, 1996, as amended from time to time.

"**Business Day**" shall mean any day other than a Saturday or Sunday or any days on which commercial banks are closed for business in New Delhi and Bangalore.

"**Candidate**" shall mean an individual who successfully registers for the Test.

"**Candidate Information**" shall mean the details and information of the Candidates (with the exception of the debit / credit card information and other financial information) that are collected by LSAG and / or its affiliates at the time of the Candidate's registration for the Test.

"**Claim**" shall mean any claim for indemnity against the Indemnifying Party pursuant to this Agreement.

"**Confidential Information**" shall mean with respect to each Party (a) any information concerning the organisation, business, intellectual property, technology, trade secrets, know-how, finance, transactions or affairs of the Party to this Agreement or any of their respective Representatives (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the Execution Date); (b) the subject matter and provisions of this Agreement or the negotiations relating to this Agreement; and (c) any information whatsoever concerning or relating to: (i) any dispute or claim arising out of or in connection with this Agreement; (ii) the resolution of such claim or dispute; and (iii) any information or materials prepared by or for a Party or its Representatives that contain or otherwise reflect, or are generated from, Confidential Information.

"**Fees**" shall mean the fees payable by the Institution to LSAG as set out in *Clause 8*.

"**Governmental Authority**" shall mean (a) any government, any state regional, municipal or local government, or any political sub-division thereof; or (b) any entity, authority, ministry, agency, statutory corporation, bureau, board, undertaking, tribunal, arbitral body, court or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or semi-governmental entity established to perform any of these functions in India.

"**Indemnified Party**" shall mean, collectively, LSAC, its officers, directors, employees and agents.

"**Indemnifying Party**" shall mean the Institution.

"**INR**" shall mean Indian Rupees, the national currency of India.

"**Institution Website**" shall mean the website of the Institution being www.dsu.edu.in

"**Intellectual Property**" shall mean

- (a) in relation to LSAG: the patents, trade-marks, rights in designs, copyrights rights in know-how and confidential information and rights in databases (whether or not any of these are registered and including any applications for registration of any such thing) of LSAG and / or its affiliates which subsist anywhere in the world as specifically identified in **Schedule 4** (*Intellectual Property of LSAG*); and
- (b) in relation to the Institution: the patents, trade-marks, rights in designs, copyrights rights in know-how and confidential information and rights in databases (whether or not any of these are registered and including any applications for registration of any such thing) of the Institution which subsist anywhere in the world as specifically identified in **Schedule 5** (*Intellectual Property of the Institution*). It is hereby clarified that LSAG may




at its sole discretion by written intimation to the Institution, add or delete marks from its Intellectual Property.

"**Law Programme**" shall mean five-year integrated law programme.

"**Licensing Party**" shall mean the Party that grants to the other Party, for the limited duration of the Term, a royalty-free, revocable, non-exclusive, non-transferable license to use its Intellectual Property solely in connection with the terms of this Agreement.

"**Loss**" or "**Losses**" shall mean damages, losses, liabilities, obligations, interests, penalties, taxes, claims of any kind, costs, charges (including without limitation those resulting from any actions, proceedings and claims), diminution in share value and includes all out-of-pocket expenses (including reasonable attorneys' and accountants' fees and disbursements).

"**LSAC**" shall mean the Law School Admission Council, Inc., a not-for-profit corporation organized under the laws of the State of Delaware in the United States of America having its principal offices at 662 Penn Street, Newtown, PA 18940.

"**LSAC Global Law Alliance**" shall mean all the law schools, colleges and / or universities having a law degree programme in India that are associated with LSAC and / or LSAG and admit all or part of their students on the basis of the Scores of the Test, and have entered into a formal agreement with LSAC or LSAG, as the case may be.

"**Person**" shall mean any individual or other entity, whether a corporation, firm, company, joint venture, trust, association, organization, partnership or proprietorship, including any governmental agency or regulatory body.

"**Receiving Party**" shall mean the Party that receives, for the limited duration of the Term, a royalty-free, revocable, non-exclusive, non-transferable license to use the Licensing Party's Intellectual Property solely in connection with the terms of this Agreement.

"**Representatives**" shall mean, collectively, each Party's directors, officers, managers, employees, affiliates, legal, financial and professional advisors to whom Confidential Information is made available.

"**Scores**" shall mean an individual Test taker's or a group of Test takers' qualitative or quantitative measurement(s) attributed to such individual or group's performance on the Test.

"**Seat**" shall mean a seat in an academic year of the Law Programme conducted by the Institution.

"**Term**" shall mean collectively the Initial Term and the Renewal Term(s).

"**Test**" shall mean the 'Law School Admission Test—India' or 'LSAT—India' examination, owned by LSAC and which is administered in India through a third party vendor appointed by LSAC.

"**Total Seats**" shall mean the total number of Seats offered by the Institution in each Admission Year.

"**Website**" shall mean the Discover Law website at www.discoverlaw.in.

1.2 Interpretation

Unless the context otherwise requires, the following principles of interpretation shall apply:

1.2.1 In addition to the above terms, certain terms may be defined in the Recitals or elsewhere in this Agreement and wherever, such terms are used in this Agreement, they shall have the meaning so assigned to them.

1.2.2 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:

- (a) any statutory modification, consolidation or re-enactment made after the date of this Agreement and for the time being in force;
- (b) all statutory instruments or orders made pursuant to a statutory provision; and
- (c) any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.



affiliates pursuant to which Candidates who have appeared for the Test would be eligible for admission to a law degree programme of such Institution; and

- (c) forthwith cease acting or holding itself out in any manner whatsoever as a member of the LSAC Global Law Alliance.

2.5.2 In the event of expiration or termination of this Agreement, LSAG shall:

- (a) cease to use and return the Confidential Information provided by the Institution;
- (b) cease to use the Intellectual Property of the Institution in any manner whatsoever;
- (c) immediately remove from the Website all signs and mentions relating to the Institution being a member of the LSAC Global Law Alliance. Further LSAG shall discontinue any previously permitted use of any Intellectual Property of the Institution and shall cease all forms of advertising in connection with the Institution; and
- (d) forthwith cease holding the Institution as a member of the LSAC Global Law Alliance.

3. PURPOSE AND SCOPE OF SERVICES

3.1 Subject to the terms of this Agreement and in consideration of the Fees set forth in Clause 8, the Parties hereby agree that on and from the Execution Date and continuing for the remainder of the Term:

- 3.1.1 the Institution shall be a member of the LSAC Global Law Alliance;
- 3.1.2 the Institution shall, in each Admission Year for its law degree programme, aim to enroll and admit the Candidates as part of its student composition for that year in accordance with the terms and conditions set forth under Clause 7.1 of this Agreement;
- 3.1.3 LSAG shall provide certain services to the Institution as more specifically set out in Schedule 1, Clause 2 (*Obligations of the Institution; Scope of Services*); and
- 3.1.4 the Institution shall be obligated to perform the actions described in Clause 6 (*Role and Obligations of the Institution*).

4. ELIGIBILITY CRITERIA

4.1 Commencing on the Execution Date and continuing for the remainder of the Term, the Institution agrees that it does and will satisfy the representations and warranties set out in Clause 4.2.

4.2 Commencing on the Execution Date and continuing for the remainder of the Term, the Institution undertakes and warrants as follows:

- 4.2.1 The Institution is a degree granting institution in India that offers a Law Programme;
- 4.2.2 The Institution is recognized by the Bar Council of India. A copy of such recognition is set out at Schedule 2 (Copy of BCI Recognition);
- 4.2.3 The Institution shall utilize best efforts to comply with the requirements for the allocation of seats set forth in Clause 7 of this Agreement;
- 4.2.4 The Institution has not received any adverse notice and does not have knowledge of any pending adverse notice from any Governmental Authority or any adverse notice under Applicable Laws that affects or is likely to affect its ability to carry out and administer the Law Programme; and
- 4.2.5 The Institution agreement to accept the Test as one of its admission criterion for its Law Programme in the manner set forth in this Agreement

4.3 In the event that the Institution fails to comply with or maintain compliance throughout the Term with each of the representations and warranties set forth in Clause 4.2, the Institution shall forthwith notify LSAG in writing of such failure or non-compliance. Following LSAG's receipt of written notification of such failure or non-compliance, LSAG, may, in its sole and exclusive

discretion, either: (a) terminate the Agreement, effective immediately; or (b) provide the Institution with a cure period to remedy such failure or non-compliance.

- 4.4 In the event that LSAG permits the Institution to cure the failure or non-compliance and the Institution is unable to remedy the non-compliance or failure, LSAG, in its sole and exclusive discretion, may immediately terminate this Agreement upon the completion of the cure period or extend the cure period, as LSAG deems appropriate.

5. FUNCTIONS, ROLES AND OBLIGATIONS OF LSAG

- 5.1 LSAG shall undertake such actions as necessary to provide the services set out in **Schedule 1, Clause 2** (*Obligations of the Institution; Scope of Services*) of this Agreement.

6. ROLE AND OBLIGATIONS OF THE INSTITUTIONS

- 6.1 The Institution shall provide LSAG with a written certificate confirming that it is in compliance with the requirements set out in **Schedule 1, Clause 1** (*Obligations of the Institution*) on or before (a) the Execution Date; and (b) at least 90 (ninety) days prior to the commencement of each Renewal Term.

- 6.2 In the event that the Institution fails to comply with the requirements set out in **Schedule 1, Clause 1** (*Obligations of the Institution*) at any time during the Term, the Institution shall notify LSAG in writing of such non-compliance. Upon LSAG's receipt of such written notice, LSAG may, in its sole and exclusive discretion, either: (a) terminate the Agreement, effective immediately; or (b) provide the Institution with a cure period to remedy such failure or non-compliance.

- 6.3 In the event that the Institution permits LSAG to cure the failure or non-compliance and LSAG is unable to remedy the non-compliance or failure pursuant to the provisions of Clause 6.2, the Institution, in its sole and exclusive discretion, may immediately terminate this Agreement upon the completion of the cure period or extend the cure period as the Institution deems appropriate.

- 6.4 The Institution shall:

6.4.1 forthwith notify LSAG of any change in the status of the matters set out in Clause 4.2 and **Schedule 1, Clause 1** (*Obligations of the Institution*) along with reasons for such change;

6.4.2 maintain the Institution Website in accordance with the provisions set out in **Part B of Schedule 2** (*Requirements in Relation to the Institution Website*);

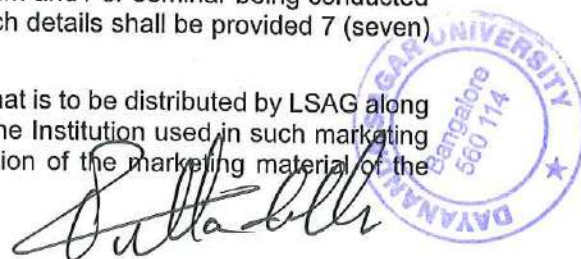
6.4.3 for each Admission Year during the Term, offer 1 (one) scholarship for an amount equivalent to the tuition fee for 1 (one) academic year at the Institution to the applicant Candidate to be enrolled in the Law Programme with the highest Score on the Test for the particular Admission Year from all Candidates attending the Institution for that Admission Year. It is hereby clarified that the scholarship will be offered with respect to the Law Programme.

6.4.4 maintain, in the form specified by LSAG, all academic data and information of the Candidates it enrolls as its students and provide such information to LSAG on an annual basis. Such data shall include (a) the LSAT—India registration number of the Candidate; (b) the grades of each Candidate during each Academic Year at the Institution; and (c) details / descriptions of the course chosen by the Candidate at the Institution

6.4.5 send its representatives to attend an annual business meeting or such other meeting during the Term that are convened by LSAG for the members of the LSAC Global Law Alliance;

6.4.6 provide written details to LSAG of any event, forum and / or seminar being conducted by it that are to be displayed on the Website. Such details shall be provided 7 (seven) days prior to such event, forum and / or seminar;

6.4.7 provide written copies of the marketing material that is to be distributed by LSAG along with the right to use the Intellectual Property of the Institution used in such marketing material. It is hereby clarified that such distribution of the marketing material of the



Institution shall be at the sole discretion of LSAG. Any refusal or failure on the part of LSAG to distribute such material shall be intimated by LSAG to the Institution within 10 (ten) Business Days of the receipt of such marketing material;

- 6.4.8 select and appoint a point of contact between the Institution and LSAG, who shall act as the primary liaison between the Institution and LSAG for all matters arising out of and in connection with this Agreement, by providing the information required in **Schedule 3 (Point of Contact)**. The Institution shall notify LSAG in writing 10 (ten) Business Days prior to any change in the point of contact and shall provide a revised **Schedule 3 (Point of Contact)** to LSAG in the event of any such change in the point of contact.
- 6.4.9 at all times comply with (a) the terms of LSAG's Privacy Policy and Security Practices Standards which are set out in **Schedule 6 (Privacy Policy and Security Practice Standards of LSAG)** any other data sharing privacy policy or guidelines and the security practices and standards that may be prescribed and provided by LSAG for the use and storage of the Candidate Information; and (b) all applicable data protection laws including but not limited to applicable provisions of the Information Technology Act, 2000 and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as may be amended from time to time with respect to the Candidate Information.

7. ALLOCATION OF SEATS

- 7.1 The Institution agrees that for each Admission Year during the Term, it shall allot seats from the LSAT—India examination for the Admission Year to Candidates who have taken the Test. In case, other examinations can be taken into consideration for the purpose of admission, the LSAT—India qualified student shall be preferred on non-discriminatory basis.
- 7.2 Within 30 (thirty) days of completion of the admission process by the Institution for each Admission Year during the Term, the Institution shall notify LSAG, in writing, of the total number of Seats it has allocated to Candidates along with the name and LSAT—India registration number of each Candidate.
- 7.3 In the event that the Institution fails to comply with the allocation requirements as set out under Clause 7 (*Allocation of Seats*), LSAG shall, at its discretion, (a) have the right to discontinue rendering the services set out under Clause 5 (*Functions, Roles and Obligations of LSAG*); and / or (b) terminate the Agreement with 30 days' prior written notice.

8. FEES

- 8.1 **Initial Fees:** In consideration for the standard services provided by LSAG on behalf of the Institution pursuant to this Agreement, the Institution agrees to pay LSAG an amount equivalent to INR 300,000 (Indian Rupees three hundred thousand) exclusive of any applicable taxes (the "Initial Fees") on an annual basis in the manner set forth in *Clause 8.3* of this Agreement.
- 8.2 **Additional Fees:** In consideration for any additional services provided by LSAG on behalf of the Institution pursuant to this Agreement, the Institution agrees to pay LSAG the following amounts for the respective additional services: (a) for any social media posting on LSAG's social media channels regarding the Institution in excess of (7) social media posting, the Institution shall pay LSAG an amount equivalent to INR 15,000 per posting (Indian Rupees fifteen thousand/social media posting) exclusive of any applicable taxes, and (b) for any social media "boosting" (e.g., paid social media advertisement) on LSAG's social media channels regarding the Institution, the Institution shall pay LSAG an amount equivalent to INR 10,000 per boosting (Indian Rupees ten thousand/social media boosting) exclusive of applicable taxes. For purposes of this Agreement, the fees for additional services described in subsections (a) and (b) shall be referred to as the "Additional Fees" and, collectively, the Initial Fees and Additional Fees may be referred to hereinafter as the "Fees."
- 8.3 **Payment of the Fees**
- 8.3.1 With respect to the Initial Fees, an invoice shall be raised by LSAG on the Institution: (a) on or about the Execution Date of the Agreement; and (b) upon renewal of this Agreement in accordance with its terms for every subsequent year after the 1st (first) year for which the Agreement is valid. The Institution shall submit payment of the Initial

Fees to LSAG for the Initial Term within sixty (60) days of execution of this Agreement. The Institution shall submit payment of the Initial Fees to LSAG for each Renewal Term on or before the first (1st) day of the applicable Renewal Term.

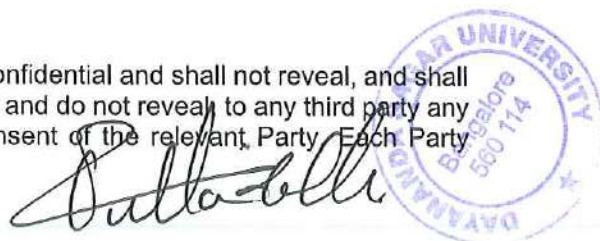
- 8.3.2 With respect to the Additional Fees, an invoice shall be raised by LSAG on the Institution within fifteen (15) days of the performance of the additional services described in Clause 8.2(a)-(b). The Institution shall submit payment of the Additional Fees within thirty (30) days of receipt of the invoice.
- 8.3.3 If the Institution fails to make payment of any of the Fees within the time period specified in subsections 8.3.1 or 8.3.2, as applicable, LSAG shall at its discretion (a) have a right to forthwith terminate this Agreement effective immediately; or (b) stop rendering the services to the Institution set forth in this Agreement until such time that the Institution makes full payment of all outstanding Fees.
- 8.3.4 The mode of payment of the Fees shall be sent by the Institution to LSAG in writing and shall be approved by LSAG prior to initiation of the payment by the Institution.

9. INTELLECTUAL PROPERTY

- 9.1 Licensing Party hereby grants to the Receiving Party, only for the limited duration of the Term, a royalty-free, revocable, non-exclusive, non-transferable license to use its Intellectual Property solely in connection with the terms of this Agreement including without limitation for the purpose of advertising, marketing, organising and conducting events or other promotional activities. This license shall not be assigned, licensed or otherwise transferred by the Receiving Party to any Person, except with the prior written consent of the Licensing Party.
- 9.2 In the event that LSAG is the Licensing Party, any use of the Intellectual Property of LSAG by the Institution shall be in the format proscribed by LSAG and in accordance with the guidelines proscribed by LSAG. If any defects or other issues arise as a result of the Institution's use of such Intellectual Property which reflect or may reflect unfavourably upon LSAG, LSAC and / or the Tests, LSAG shall have the right to require the Institution to correct such defects or resolve such issues as soon as possible. The Institution shall not publish or in any manner distribute any advertising or promotional material of any kind pursuant to this Agreement which bears any Intellectual Property of LSAG or use the Intellectual Property in any manner until such materials and / or use have been approved in writing by LSAG.
- 9.3 The Receiving Party covenants that on or after the Execution Date, the Receiving Party shall not by itself or through its agents or third parties, use, register or make applications with any Governmental Authority or any other authority in respect of the Intellectual Property of the Licensing Party or any marks which are identical or deceptively similar to the Intellectual Property of the Licensing Party.
- 9.4 The Receiving Party covenants that on or after the Execution Date, the Receiving Party shall not use by itself or through its agents or third parties or in conjunction with any Person any Intellectual Property of the Licensing Party or any other trademark, domain name, corporate name or trade name in any alphabet script or language, comprising, imitating or confusingly or deceptively similar to the Intellectual Property of the Licensing Party.
- 9.5 The Receiving Party recognises the Licensing Party's right, ownership and title to the Intellectual Property and agrees that it will do nothing inconsistent with or adverse to such right, ownership and title and that any use of the Intellectual Property will inure to the Licensing Party. The Receiving Party recognises the goodwill associated with the Intellectual Property of the Licensing Party and acknowledges that such goodwill exclusively belongs to the Licensing Party.
- 9.6 Upon the termination or expiration of this Agreement, the Receiving Party agrees to cease all display, advertising and use of the Intellectual Property of the Licensing Party and return all Intellectual Property (including the hard and soft copies) that are in its possession.

10. CONFIDENTIALITY

- 10.1 Each Party agrees and undertakes that it shall keep confidential and shall not reveal, and shall ensure that its Representatives shall keep confidential and do not reveal, to any third party any Confidential Information, without the prior written consent of the relevant Party. Each Party



acknowledges that it acquires only the right to use the Confidential Information of the other Party under the terms and conditions of this Agreement for so long as this Agreement is in effect and neither Party shall acquire any rights of ownership or title in such Confidential Information.

- 10.2 Each Party acknowledges that the Confidential Information contains sensitive information (including, but not limited to, potential trade secrets of the other Party), the unauthorized disclosure of which would give rise to irreparable injury to the owner of the Confidential Information for which monetary damages would not be adequate. Accordingly, each Party acknowledges and agrees that such Party is entitled to seek and obtain any and all available remedies, including the ability to seek and obtain preliminary and permanent injunctive relief and any other equitable remedies available to such Party to prevent or cease the release or threatened release of Confidential Information. Notwithstanding the foregoing, this Clause 10.2 shall not preclude or in any way prevent either Party harmed by the release of Confidential Information from obtaining monetary damages in addition to the preliminary and permanent injunctive relief and any other equitable relief available to the non-breaching Party as a result of any breach of the terms and conditions contained in this Clause 10 (*Confidentiality*).

10.3 **Exceptions**

The provisions of Clause 10.1 above shall not apply to:

- 10.3.1 disclosure of Confidential Information that is or comes into the public domain or becomes generally available to the public other than through the act or omission of or as a result of disclosure by or at the direction of a Party, or any of its Representatives;
- 10.3.2 disclosure, after, where practicable, giving prior notice to the other Parties to the extent required under the order, direction or rules of any Governmental Authority or under Applicable Law;
- 10.3.3 Confidential Information already known or already in the lawful possession of the Party receiving Confidential Information as of the date of its disclosure by the Person disclosing such Confidential Information; and / or
- 10.3.4 Confidential Information disclosed by a Party to its professional advisers, auditors and bankers, its employees or representatives.
- 10.4 Upon the termination or expiration of this Agreement, each Party will return to the other Party or certify to the other Party that it has destroyed all materials containing any of the other Party's Confidential Information that is held by that Party, its directors, employees, advisors, agents and / or contractors. In the event that it may be difficult for a Party to return or destroy all copies of electronic records containing the Confidential Information due to legal regulations or professional or industry standards that require the retention of such records, it is agreed that by the Parties that the terms of this Clause 10 (*Confidentiality*) shall continue to apply and survive the termination or expiry of the Agreement for so long as the Party holds or maintains the records of the Confidential Information. If requested, the receiving Party of the Confidential Information shall provide a written confirmation to the disclosing Party of its compliance with the terms of this Clause 10 (*Confidentiality*).

11. **REPRESENTATIONS AND WARRANTIES**

11.1 Each Party hereby represents and warrants to other as follows:

- 11.1.1 such Party has full power and authority to enter into, and comply with its obligations under this Agreement. The execution and delivery of this Agreement and the performance of the transactions contemplated therein have been duly authorised by all necessary corporate or other actions of such Party.
- 11.1.2 this Agreement constitutes valid and legally binding obligations on such Party enforceable in accordance with its terms. Such Party is not restrained prevented or inhibited by any contract or arrangement to which it is a party or an order of any court or any Governmental Authority or by Applicable Laws from entering into this Agreement or undertaking the obligations herein contained.
- 11.1.3 there is no order from any Governmental Authority or any claims, investigations or proceedings before any Governmental Authority pending against, or to the knowledge

S. H. Adhikari



reasonably be expected to prevent such Party from fulfilling its obligations set out in this Agreement or arising from this Agreement.

- 11.1.4 the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby, and the fulfilment of and compliance with the terms and conditions hereof, do not conflict with or violate, or accelerate any obligation under the terms, conditions and / or provisions of any (a) contractual obligations or arrangements entered into or applicable otherwise to such Party; or (b) any provisions of the organizational documents of such Party; (c) contravene any Applicable Laws, regulation or order of any Governmental Authority or any judgment or decree of any court having jurisdiction; and / or (d) result in a breach or default or conflict with any order or direction of a Governmental Authority against, or binding upon such Party.
- 11.1.5 such Party is not insolvent or unable to pay its debts nor have any insolvency or winding up proceedings of any character, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting such Party, have been presented by such Party or resolution passed or notice in writing of the same been received by such Party in this behalf, nor has such Party appointed, or received or sent any written notice for the appointment of, a liquidator or provisional liquidator or administrator to such Party or any of its assets.

12. INDEMNITY

12.1 The Indemnifying Party hereby agrees to indemnify, defend, and hold harmless the Indemnified Party against any and all Losses incurred or suffered by the Indemnified Party owing to or arising out of or in connection with:

- 12.1.1 any inaccuracy, mis-statement or any breach of any representation, warranty or covenants made by the Indemnifying Party under this Agreement;
- 12.1.2 failure by the Indemnifying Party to fulfil any agreement, covenant or condition contained in this Agreement, including, but not limited to, Clause 6.4.9(b);
- 12.1.3 any claim or proceeding by any third party against the Indemnified Party arising out of any act, deed or omission by the Indemnifying Party; and
- 12.1.4 the negligence or willful misconduct of the Indemnifying Party.

12.2 Claim

- 12.2.1 Any Claim shall be made by the Indemnified Party by notice in writing to the Indemnifying Party.
- 12.2.2 The Indemnifying Party shall within 30 (thirty) days of receipt of a notice from the Indemnified Party setting out the details of the Claim and supporting documents in relation thereto, where available and reasonably possible, reimburse the Indemnified Parties an amount equal to all Losses.

12.3 The rights of the Indemnified Party pursuant to this Clause 12 (*Indemnity*) shall be in addition to and not exclusive of, and shall be without prejudice to, any other rights and remedies available to such Indemnified Party at equity or law including the right to seek specific




performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

13. SURVIVAL

The provisions of Clause 10 (*Confidentiality*), Clause 13 (*Survival*), Clause 14 (*Governing Law*), Clause 15 (*Dispute Resolution*) and Clause 16 (*Miscellaneous*) shall survive the termination of this Agreement and nothing herein shall relieve any Party from its obligations under such provisions or from any liability pursuant to this Agreement prior to its termination.

14. GOVERNING LAW

This Agreement and each Party's rights and obligations hereunder shall be governed by, subject to and construed in accordance with the laws of India.

15. DISPUTE RESOLUTION

- 15.1 Any dispute or claim arising out of or in connection with or relating to this Agreement or the breach, termination or invalidity hereof, shall be referred at the request in writing ("**Dispute Notice**") of any Party to binding arbitration by a panel of 3 (three) arbitrators (the "**Arbitration Board**") in accordance with the provisions of the Arbitration Act.
- 15.2 Within 15 (fifteen) days of a Party having served a Dispute Notice, the dispute or claim arising out of this Agreement shall be referred to a panel of 3 (three) arbitrators, where LSAG shall appoint 1 (one) arbitrator and the Institution shall collectively appoint 1 (one) arbitrator, and the third arbitrator shall be appointed by the two arbitrators so appointed by LSAG and the Institution.
- 15.3 The seat and venue of the arbitration shall be New Delhi and the language of the arbitration shall be English.
- 15.4 Any award made by the Arbitration Board shall be final and binding on each of the Parties that were parties to the dispute.

16. MISCELLANEOUS

16.1 Notices

16.1.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address, email or fax number set out below (or such other address or email address as the addressee has by 5 (five) Business Days' prior written notice specified to the other Parties). Any notice, demand or other communication given or made by letter between countries shall be delivered by airmail as well as by way of an email sent to the relevant Party. Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered: (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post within the same country, on the third day following posting; (c) if given or made, upon receipt of a transmission report confirming dispatch; and (d) if sent by email, the date on which such email is sent provided that the sender has not received a message notifying failure of delivery. The address and facsimile for the purposes of this Agreement are as follows:

In the case of notices to LSAG:

Address: 1st Floor, WeWork Forum,
DLF Cyber City, Phase - III,
Sector 24, Gurugram, HR - 122002

Attention: Neetu Dhadwal

Email: ndhadwal@lsac.org

With a copy to:



DLF Cyber City, Phase – III
Sector 24, Gurugram, HR – 122002

Attention: Yusuf Abdul-Kareem
Email: yabdul-kareem@lsac.org

In the case of notices to the Institution:

Address: Dayananda Sagar University - Innovation Campus, Kudlu Gate, Hosur
Main Road, Bangalore - 560114

Attention: Srinivas Shinde
Email: shinde@dsu.edu.in

16.1.2 All notices shall be deemed to have been validly given on (a) the Business Day immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission; (b) the Business Day immediately after the date of transmission, if transmitted by email transmission; and (c) upon receipt, if sent by post.

16.1.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to all the other Party not less than 10 (ten) days prior written notice.

16.2 Further Assurances

Each Party undertakes to execute or procure the execution of such documents and do or procure the doing of such acts and things that the other Party may reasonably require for the purpose of giving such Party the full benefit of all provisions of this Agreement or any documents related thereto.

16.3 Severability

Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such and in the event of any obligation or obligations being or becoming unenforceable in whole or in part. To the extent that any provision or provisions of this Agreement are unenforceable they shall be deemed to be deleted from this Agreement, and any such deletion shall not affect the enforceability of the remainder of this Agreement not so deleted provided the fundamental terms of the Agreement are not altered.

16.4 Amendments

This Agreement may not be amended, modified or supplemented except by a written instrument executed by each of the Parties.

16.5 Waiver

No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

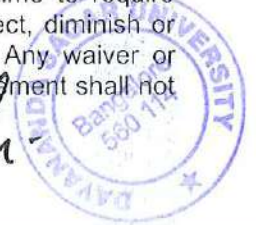
16.6 Assignment

This Agreement and the rights and liabilities hereunder shall bind and inure to the benefit of the respective successors of the Parties hereto. The Institution shall not assign or transfer any of their rights and liabilities hereunder to any other Person without the prior written consent of LSAG. It is hereby clarified that LSAG may be entitled to assign and / or subcontract its obligations under this Agreement.

16.7 Reservation of Rights

No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not





or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.

16.8 **Independent Rights**

Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

16.9 **Specific Performance**

Each Party acknowledges and agrees that the breach of this Agreement would cause irreparable damage to the other Parties and that the other Parties may not have an adequate remedy at law. Therefore, the obligations of each Party under this Agreement, shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement or otherwise.

16.10 **Non-Exclusive Remedies**

The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any Party may otherwise have under Applicable Law or in equity. The rights and remedies of any Party based upon, arising out of or otherwise in respect of any inaccuracy or breach of any representation, warranty, covenant or agreement or failure to fulfill any condition shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or agreement as to which there is no inaccuracy or breach. In addition to any action for damages as a result of either Party's breach of the terms and conditions contained in this Agreement, either Party shall have the right to seek any other remedy at law or in equity in lieu of or in addition to any remedies provided under this Agreement.

16.11 **Cost And Expenses**

Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Agreement and all other documents related to the Agreement.

16.12 **Entire Agreement**

This Agreement constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior agreements, including letters of intent and term sheets, either oral or in writing, between the Parties hereto with respect to the subject matter herein.

16.13 **Partial Invalidity**

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid and unenforceable provision.

16.14 **No Partnership or Agency**

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership amongst the Parties. No Party shall have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of another Party,

A handwritten signature in black ink, appearing to read 'Jyoti Bhat', is written over a circular blue ink stamp. The stamp contains the text 'JYOTI BHAT UNIVERSITY' around the top edge, 'Bangalore' in the center, and '560 114' at the bottom.

and no Party shall hold himself out as an agent for the other Party or any of them, except with the express prior written consent of the other Party.

16.15 **Counterparts**

This Agreement may be executed in one or more counterparts including counterparts transmitted by facsimile, each of which shall be deemed an original, but all of which signed and taken together, shall constitute one document.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

For and on behalf of **LSAG India LLP**

By: Neetu Dhadwal

Title: Director of Business Operations

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED BY THEIR DULY AUTHORISED REPRESENTATIVES AS OF THE DAY AND YEAR HEREINABOVE WRITTEN

For and on behalf of **Dayananda Sagar University**



By: Dr. Puttamadappa C

Registrar
Dayananda Sagar University
Bangalore

SCHEDULE 1

OBLIGATIONS OF THE INSTITUTION; SCOPE OF LSAG'S SERVICES

1. Institution's Obligations

During the Term of the Agreement, the Institution shall satisfy the following obligations:

- i Feature a minimum of seven (7) posts on all of the following activities, in the aggregate, on the following: (a) becoming Alliance member and accepting Test scores, (b) applications being open, (c) applications being closed, (d) scholarships, (e) moot court, (f) LSAC LawPrep, (g) webinars, and (h) Justice League Program ("JLP") work. Notwithstanding the foregoing, any content generated by the Institution as part of the JLP shall be exclusively owned by LSAG and shall not be shared with any third party without LSAG's prior written consent.
- ii Perform at least three (3) joint outreach opportunities with LSAG;
- iii Promote all Test products and services;
- iv Except for the joint outreach opportunities described in subsection (iii) above, the Institution shall invite LSAG to a minimum of one (1) event hosted by the Institution and attended by students of the Institution;
- v Issue at least one (1) press release to coincide with the beginning and ending of each Test cycle;
- vi Any requirements that may be prescribed by the Bar Council of India from time to time;
- vii On the Institution Website, the Institution shall:
 - a. mention that is a part of the LSAC Global Law Alliance;
 - b. feature and mention on its 'Admissions' Page that the Scores of the Test are an accepted mode of the admissions process to the law degree programme of the Institution;
 - c. feature the banner of the 'Test', in the form provided by LSAG, on its Admissions Page;
 - d. feature on its 'Admissions Page' that the top Test scorer applying to the Institution would be offered a scholarship for an amount equivalent to the tuition fees for one academic year at the Institution; and
 - e. feature details of any event being organised by LSAG for the promotion of the Test provided LSAG provides a written notice of such event along with the details to be uploaded on the Institution Website in this regard, 21 (twenty one) days in advance.

2. Scope of LSAG's Services

During the Term of the Agreement, LSAG shall be responsible for performing the following services on behalf of the Institution:

- (i) Marketing on behalf of the Institution by featuring a total of seven (7) posts on LSAG's social media channels regarding the Institution; provided, that, the content to be used by LSAG in marketing is provided by the Institution at least five (5) days prior to its intended use and such content is approved by LSAG as appropriate for posting on its social media channels.
- (ii) LSAG shall share candidate preference data including the candidate's college preferences any data sent by the candidate to the candidate's first preference for admission to college.
- (iii) LSAG shall host outreach opportunities involving the Institution either virtually or in-person, as determined by LSAG in its sole discretion.
- (iv) LSAG shall participate in the JLP student engagement and development activities.
- (v) Delivery of the Test Scores:
 - a. Within 10 (ten) days from the completion of the scoring of the Test by LSAC, LSAG shall provide the Scores of the Candidates to the Institution.
 - b. Provide to the Institution Candidate Information as it is collected during the registration period prior to the Test.
- (vi) Intimation to Candidates:




- a. LSAG shall notify all the Candidates on their registered e-mail id of such information and details as are specified by the Institution in writing to LSAG in relation to law forums, events, legal fairs and / or any other conference or seminar being organised and / or conducted by the Institution.
- b. LSAG, shall at its sole discretion and in the manner agreed between the Parties, distribute to the Candidates such other marketing material shared by the Institution with LSAG for distribution.
- (vii) Information Bank:
LSAG and / or its affiliates, as the case may be, shall endeavour to compile and maintain an information bank of data pertaining to the Candidates, including without limitation: (a) Candidate Information provided by the Candidates at the time of registration for the Test; and (b) academic data and information of the Candidates provided to it by the Institution; and (c) any other information that is provided by the Institution to LSAG pursuant to Clause 6.4.4 of this Agreement.
- (viii) Organisation of Events
LSAG shall endeavour to organise events in association with the Institution to *inter alia* promote the Test and the Law Programme being offered by the Institution. LSAG shall offer the Institution a special rate and / or opportunity for sponsorship of such event in writing. LSAG shall endeavour to allow the Institution to engage in International Webinar Series, Dean's Roundtables, LSAC Alliance Series and mentorship.
- (ix) Meetings of the Members of the LSAC Global Law Alliance
LSAG shall from time to time, organise forums and seminars for the members of the LSAC Global Law Alliance to promote discussions and learning among the members of the LSAC Global Law Alliance.
- (x) Global Law School Networking Opportunity
LSAG and / or its affiliates may organise certain international forums, conferences and events for *inter alia* the members of the LSAC Global Law Alliance. LSAG, shall at its discretion invite the Institution to participate at such forums, conferences and events.




SCHEDULE 2
COPY OF BCI RECOGNITION



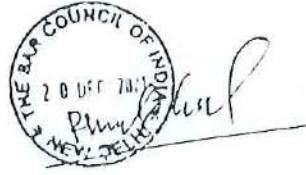
Dayananda Sagar
University
live the dream



Ref: DSU/Reg/2021-22/116

Date 10.12.2021

To: The Secretary,
Bar Council of India,
21, Rouse Avenue Institutional Area,
Near Bal Bhawan, New Delhi - 110 002.
Telephone Nos.:011-49225000
Telefax No.:011-49225011



Dear Sir,

SUB: APPLICATION SEEKING APPROVAL OF RECOGNITION OF CENTRE OF LEGAL EDUCATION TEACHING LAW FOR PURPOSES OF ADVOCATES ACT, 1961 AT DAYANANDA SAGAR UNIVERSITY - SCHOOL OF LAW - FROM THE ACADEMIC YEAR 2022-23 - REG.,

1. We are submitting this application, with relevant enclosures on the subject for your favorable consideration.
2. Dayananda Sagar University (DSU) was established by an ACT of the Karnataka State Legislature (Karnataka Act No. 20/2013) and G.O ED 95 URC 2014 dated 16.05.2014. It has started functioning from 16th May 2015.
3. The Mahatma Gandhi Vidya Peeta Trust (MGVPT) is the Promoter of the DSU, to undertake advancement of applied University education in Life Sciences, Information Technology, all branches of Engineering, Architecture, Management, Health Care Education and other fields.
4. Presently, the University has 6 Schools in its fold :
 - a. School of Engineering - with B.Tech, M.Tech, BVoc, BCA, MCA and PhD programs
 - b. School of Commerce & Management Studies - Offering BBA, BCom, MBA, Executive MBA and PhD programs
 - c. School of Basic & Applied Sciences - Offering BSc, MSc and PhD programs
 - d. School of Allied Health Sciences - Offering BPharm, MPharm, Pharm D, BSc(N), MSc(N), PBBSc(N), BPT, MPT, BSc in Allied Health Sciences, MPH and PhD programs
 - e. School of Medicine - Offering MBBS Program
 - f. School of Arts & Humanities - Offering BA in Journalism & Mass Communication and B.Design programs.



Contd.,





Dayananda Sagar
University

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Ref:

Date:

5. The University's proposal to start a Law School is mandated by the GO for setting up the University. The university, under the School of Law is seeking approval to offer 3 Years LL.B , 5 years integrated BA.LL.B and BBA.LL.B programs at its Innovation Campus situated at Kudlu Gate , Hosur Road , Bangalore 560 114.
6. The Board of Governors, DSU at their 16th meeting on 24th September 2021, under Agenda 16.13 has approved the proposal for establishment of School of Law , under DSU. The same proposal was earlier approved by the DSU Board of Management in its 15th Meeting held on 21st September 2021, under the agenda 15.9.
7. Hence this application has been made seeking approval form Bar Council of India, New Delhi, to start the Law programs at School of Law at Dayananda Sagar University from the academic year 2022-23.
8. The following are enclosed along with this letter :
 - (i) Original DD of Rs 50,000/- , drawn in favor of Bar Council of India , payable at Delhi , bearing No. 246685 , dated 03.12.2021 , issued by Bank of Baroda , DSCE Branch , Bangalore 560 078 – Application Fees
 - (ii) Original DD of Rs 3,00,000/- , drawn in favor of Bar Council of India , payable at Delhi , bearing No. 246686 , dated 03.12.2021 , issued by Bank of Baroda , DSCE Branch , Bangalore 560 078 – Inspection Fees - 3 year LL.B Course
 - (iii) Original DD of Rs 5,00,000/- , drawn in favor of Bar Council of India , payable at Delhi , bearing No. 246689 , dated 03.12.2021 , issued by Bank of Baroda , DSCE Branch , Bangalore 560 078 – Inspection Fees For 5 Year BA.LL.B Course
 - (iv) Original DD of Rs 5,00,000/- , drawn in favor of Bar Council of India , payable at Delhi , bearing No. 246687 , dated 03.12.2021 , issued by Bank of Baroda , DSCE Branch , Bangalore 560 078 – Inspection Fees For 5 Year BBA.LL.B Course
 - (v) Original DD of Rs 5,00,000/- , drawn in favor of Bar Council of India , payable at Delhi , bearing No. 246688 , dated 03.12.2021 , issued by Bank of Baroda , DSCE Branch , Bangalore 560 078 – Inspection Fees for Fresh University Recognition
 - (vi) All details in CD format
 - (vii) Original Affidavit - Annexure - 1

[Handwritten Signature]





Dayananda Sagar
University

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Ref:

Date:

5. The University's proposal to start a Law School is mandated by the GO for setting up the University. The university, under the School of Law is seeking approval to offer 3 Years LL.B , 5 years integrated BA.LL.B and BBA.LL.B programs at its Innovation Campus situated at Kudlu Gate , Hosur Road , Bangalore 560 114.
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 - (vi) All details In CD format
 - (vii) Original Affidavit - Annexure - 1

Registrar
Dayananda Sagar University
Bangalore

DAYANANDA SAGAR UNIVERSITY
Bangalore
560 114
24/12/21





Dayananda Sagar
University

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Ref :

Date :

- (viii) PART – 1 – Application Seeking approval of Recognition of DSU – School of Law as Centre of Legal Education Teaching Law for Purposes of Advocates Act , 1961 – THREE copies
- (ix) Check Proforma of Application Seeking approval of Recognition of DSU – School of Law as Centre of Legal Education Teaching Law for Purposes of Advocates Act , 1961 – One Copy

It is here by requested to consider our prayer for approval of DSU – School of Law as Centre of legal education teaching law for purposes of advocates act, 1961 from the Academic Year 2022-23.

For any further information regarding the above application, kindly do contact:

Dr Puttamadappa C
Registrar,
Dayananda Sagar University,
Innovation Campus , Kudlu Gate,
Hosur Road , Bangalore 560 114.

Email : registrar@dsu.edu.in
Phone : 98457 16228 (Mobile)
080-4909 2908 (Office- Direct)

Kindly acknowledge the receipt of the above request along with relevant enclosures.



Thanking You,

Yours faithfully,

Dr. Puttamadappa C.
Registrar
Dayananda Sagar University
Bangalore

Enclosures : As mentioned Is SL- 8 of this letter

Registrar
Dayananda Sagar University
Bangalore

No: BR133104-05



BAR COUNCIL OF INDIA
21 ROUSE AVENUE,
INSTITUTIONAL AREA,
NEW DELHI-110 002
Website: www.barcouncilofindia.org
E-Mail: info@barcouncilofindia.org

Dated: 21-Dec-2021

Receipt

Received of the sum of

The sum of

Rs.

Dayananda Sagar University, School of Law, Bangalore, Karnataka
Indian Rupees Eighteen Lakh Fifty Thousand
Only

246685	31 Dec 2021	50,000.00
246686	31 Dec 2021	3,00,000.00
246687	31 Dec 2021	6,00,000.00
246688	31 Dec 2021	5,00,000.00
246689	31 Dec 2021	5,00,000.00

Payable to

(R.No. 1331-DD.No. 246685,86,87,88,89-
Inspection fees + Application fees from
Dayananda Sagar University, School of Law,
Innovation Campus, Hosur Main Road, Kudlu
Gate, Bangalore, Karnataka)

Rs. 18,50,000.00/-

Signature
Authorized Signatory

Registrar
Dayananda Sagar University
Bangalore

**SCHEDULE 3
POINT OF CONTACT**

Name: Srinivas Shinde

Designation: Chief Marketing Officer

Contact Number: 9886037433

Email: shinde@dsu.edu.in

ADDITIONAL CONTACT DETAILS

A. **Name:** Dr. Puttamadappa C

Designation: Registrar





Contact Number: 080 – 49092908

Email: registrar@dsu.edu.in.


Registrar
Dayananda Sagar University
Bangalore

Registrar
Dayananda Sagar University
Bangalore

SCHEDULE 4
INTELLECTUAL PROPERTY OF LSAG

Law School Admission Test—India by LSAC	
LSAT—India	LSAT—India™
LSAC	
LSAC Plus Design (Logo)	 Law School Admission Council
LSAC Global Design (Logo)	 Global
Discover Law	Discover <i>Law</i> ™ Your Law School Journey Starts Here.
Discover Law Design	
Official LSAT—India PrepTest	THE OFFICIAL LSAT—INDIA™ PrepTest
The Official LSAT—India SuperPrep	THE OFFICIAL LSAT—INDIA SUPERPREP™

Puttebelle



The Official LSAT—India Handbook

THE OFFICIAL LSAT—INDIA™ HANDBOOK

Discoverlaw.in (domain name)

The screenshot shows the homepage of Discover Law. At the top, there is a navigation bar with the following items: "Join Us" and "Register for the LSAT—India™". Below this is a secondary navigation bar with "About Us", "Discover Law", "LSAT—India™", "Events and Opportunities", "Resources", and "Search". The main content area features a large image of two young people, a man and a woman, looking at a laptop. To the right of the image, the text reads: "Empower yourself. Help others." followed by a short paragraph: "Lawyers help people, change lives, and even make history. There are few other professions that can have such a positive impact on both the people who practice it and those they serve." Below this text is a button that says "Register for the LSAT—India™". At the bottom of the page, there is a small banner image showing a group of people.

[Handwritten Signature]



SCHEDULE 5
INTELLECTUAL PROPERTY OF THE INSTITUTION



Dayananda Sagar
University Bengaluru



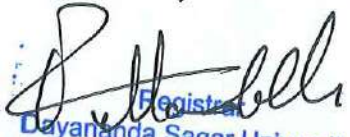
Registrar
Dayananda Sagar University
Bangalore

SCHEDULE 6

PRIVACY POLICY AND SECURITY STANDARDS OF LSAG

With respect to the collection, storage, transfer, and use of LSAG's Candidate Information, Confidential Information, and any other LSAG data transmitted to you (collectively, "LSAG's Data"), you agree to comply with (i) all applicable governmental laws, rules, and regulations, (ii) LSAG's Privacy Policy (available at <https://www.lsac.org/about/lsac-policies/privacy-policy>), and (iii) generally accepted industry standards. You agree you will only collect, store, transfer and use LSAG's Data as is necessary and to the extent required to perform the services pursuant to the Agreement.

If you discover or are notified of an incident relating to LSAG's Data, you will immediately: (a) notify LSAG of such breach or potential breach, but in no event more than twenty-four (24) hours after discovery; (b) in consultation with LSAG, investigate and remediate such breach or potential breach; (c) to the extent that such breach or potential breach resulted from a failure or deficiency in your systems or procedures, provide LSAG with satisfactory assurances of the measures it has taken to prevent such breach or potential breach from recurring. You shall cooperate fully to assist LSAG in: identifying individuals potentially affected by the breach; conducting any risk assessment; providing any notifications to affected parties; and mitigating the effects of the breach, including by offering credit monitoring and identify theft prevention services to affected individuals. LSAG has sole discretion over the content, method, and timing by which such notice is provided to the affected parties; provided, however, you shall not, in any event, provide any notice to the affected parties without LSAG's express written consent. If LSAG determines that establishment of a toll-free telephone contact number is necessary to handle inquiries relating to the breach and requests you to provide staffing to respond to calls to the toll-free number, you shall provide the requested staffing at your cost. To the extent that the breach of LSAG's Data resulted from acts or omissions of you or your subcontractors, you shall be responsible for all costs incurred by either LSAG or yourself in connection with any act or omission performed by you under the Agreement.


Registrar
Dayananda Sagar University
Bangalore



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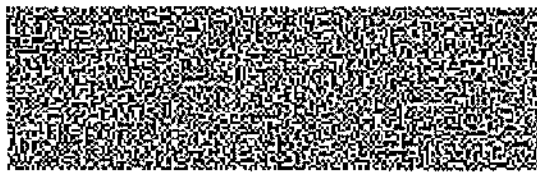
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA69744380447611U
Certificate Issued Date : 07-Jul-2022 08:48 PM
Account Reference : NONACC (FI)/ kacrsf108/ BOMMANAHALLI1/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0859609161934158U
Purchased by : ACCENTURE SOLUTIONS PVT LTD
Description of Document : Article 12 Bond
Description : VENDOR AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : ACCENTURE SOLUTIONS PVT LTD
Second Party : DAYANANDA SAGAR UNIVERSITY
Stamp Duty Paid By : ACCENTURE SOLUTIONS PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)

For Sree Kaamadhenu Credit
Co-op Society Limited



Please write or type below this line

MEMORUNDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on this 1st July 2022 ("Effective Date"), between

Accenture Solutions Pvt. Ltd., with the registered office at (Plant 3, Godrej & Boyce Complex, LBS Marg, Vikhroli (West), Mumbai – 400079, India), (hereinafter referred to as the "Accenture" which expression shall, unless contrary to the context or meaning thereof, mean and include its Affiliates and permitted assigns)

and

Dayananda Sagar University
Bengaluru

Registrar
Dayananda Sagar University
Bangalore



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by narayana.r.l
Date:
2022.07.27
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Page 1 of 24
Accenture - Highly Confidential

For the authenticity of this Stamp certificate should be verified at www.shoelstamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

Dayananda Sagar University (DSU), with the registered office in **(Innovation Campus, Kudlu Gate, Hosur Main Road, Bangalore - 560068, Karnataka, India)** (hereinafter referred to as the "Institute")

(collectively hereinafter also referred to as the "Parties" or separately as a "Party").

WHEREAS:

1. Accenture is in the business of "Client Service"
2. Institute is a "Learning and Education"
3. Parties wish to enter into this MOU to collaborate with each other for "Building Japanese bilingual technologists" ("Purpose"),

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth herein, the Parties agree as follows:

1. DEFINITIONS

"Affiliate" means any Entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Entity, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of an Entity whether through the ownership of voting securities, by contract or otherwise.

"Candidate" for the purposes of this MOU shall mean and include the Participants who are eligible for the **Pre-Placement Internship ("PPI")** and **Pre-Placement Offer ("PPO")** as per the scope agreed under the SOW

"Employee" for the purposes of this MOU shall mean and include Institute's employees, officers, partners, resources, personnel, third parties, vendors or agents

"Entity" means any corporation, general or limited partnership, company, joint venture, limited liability company, limited liability partnership, firm, business association, organization, trust or unincorporated organization or governmental authority or any other entity.

"Participants" means Institute's candidates who would receive the training

"Term and Termination" means the date as set out in this MOU under Section 8.2

2. SCOPE

i. Institute shall collaborate with Accenture and perform the obligations as detailed herein and in the purchase order/quote/SOW in accordance with the terms of this MOU. The scope is set out in detail in the statement of work under Schedule No. 1 ("SOW")/Purchase Order.

ii. Accenture may upon notice to Institute, at any time and at its sole discretion, terminate, suspend and/or alter/reduce/reschedule the scope of work, in whole or in part, or may change the locations or facilities for the Purpose and/or scope set out in the SOW.


Registrar
Dayananda Sagar University
Bangalore



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by narayana.r.
Date:
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iii. This MOU shall not be an exclusive arrangement between the Parties and nothing in this MOU shall prevent Accenture from collaborating with other institutes or any other third party for the same or similar purposes

iv. Accenture does not guarantee any specific/minimum level of volume commitment with regards to hiring/recruitment of the Candidates under this MOU.


3. INSTITUTE'S RIGHTS AND RESPONSIBILITIES

3.1. Within the scope of the Parties' cooperation under this MOU, the Institute undertakes:

- i) to follow Accenture's instructions,
- ii) to take due and expert care when carrying out all tasks under this MOU, and protect Accenture's good reputation,
- iii) to encourage Participants to enrol for the training provided by Accenture, develop required skillset and obtain proficiency certifications to be eligible for the PPI and PPO
- iv) to properly enter the above-mentioned information into the Accenture's approved recruitment application/tool in use at the time, including a proper specification of the permanent residence, telephone and email contacts of the recommended Candidate,
- v) to provide each Candidate with basic information (pre-approved by Accenture) on Accenture, its services and basic description of the offered position,
- vi) to provide necessary cooperation in respect of the training and procedure leading to the selection of the most suitable Candidate and to inform all Candidates whom Accenture has interviewed about the result of the procedure, immediately upon the completion thereof,
- vii) to make it possible for Accenture, at Accenture's option, to directly contact the Candidates without the Institute's participation, to mutually speed up the entire candidate selection procedure.

3.2. The Institute represents and warrants that:

- 3.2.1. it has the necessary approvals, permission, manpower, qualification, skill and expertise to collaborate with Accenture for fulfilling the Purpose on the terms set out in the MOU;
- 3.2.2. no announcement or publicity concerning this MOU or any matter ancillary thereto nor use the name, trade name, trademark or symbol of Accenture or its Affiliates on any list of Institute's customers, or in connection with any advertising or promotional materials or activities, or in other written, electronic, magnetic or in any form without prior written consent from Accenture;
- 3.2.3. it and its Employees shall conform to Accenture standards which apply to this MOU and will comply with all applicable Accenture policies and security provisions in effect from time to time and shall cooperate with Accenture to fulfill the Purpose in a manner consistent with the ethical and professional standards of Accenture;
- 3.2.4. it is aware of, understands, has complied with, and will comply with, all laws and regulations applicable to Institute in the performance of this MOU, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations


Registrar
Dayananda Sagar University
Bangalore



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by narayana.r.f
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and regulatory guidance, such as the EU's General Data Protection Regulation 2016/679 of 27 April 2016 ; (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, labour and Employment Laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws. Institute will not take any action, or fail to take any action, that would result in Accenture violating any such law, rule, ordinance, or regulation. Institute agrees that all contract clauses required by such existing and future laws or regulations are incorporated into this MOU by this reference.

- 3.2.5. it shall comply with all applicable laws, rules, ordinances, and regulations of the state designated in the governing law provision below, and with any other jurisdiction in which it acts. In no event shall Institute be obligated under this MOU to take any action that it believes, in good faith, would cause it to be in violation of any laws, rules, ordinances or regulations applicable to it;
- 3.2.6. it shall act towards Accenture conscientiously and in good faith and not allow its interests to conflict with the duties it owes to Accenture under this MOU
- 3.2.7. except as expressly authorized by Accenture, it will not act in a way which will incur any liabilities on behalf of Accenture;
- 3.2.8. it will provide independent and unbiased advice to Accenture;
- 3.2.9. it will use its best endeavors to meet any timetables or timing requirements imposed by Accenture under this MOU;
- 3.2.10. This MOU is personal to the Institute and the Institute shall not assign, subcontract or transfer or purport to assign or transfer this MOU or its obligations hereunder to any other person or entity without the prior written consent of Accenture;
- 3.2.11. Institute shall not carry out any act or make any omission which has or could be expected to have an adverse impact on the security of Accenture, any Accenture security system;
- 3.2.12. Institute further represents and warrants:
 - a. To assign/deploy only those Candidates at Accenture premises and/or Accenture's client premise(s) who are fully vaccinated as per prevailing Government guidelines / regulations / directives / orders / notifications, issued from time to time. Additionally, Institute shall also ensure that the vaccination certificate(s) are uploaded by the Candidates on the relevant tool(s) as may be requested by Accenture within 15 days prior to such deployment/assignment post taking appropriate written consents from the Candidates to share their vaccination certificates with Accenture. The said consent(s) must be in compliance with applicable laws (including data privacy laws).
 - b. Institute shall ensure that there are no claims raised either by the Institute against Accenture for refusal to onboard or issue any SOW(s)/work order(s) to any such Candidates who have not been fully vaccinated as mentioned under sub-section 3.2.12(a) above.



Registrar
Dayananda Sagar University
Bangalore



Digitally signed
by narayana.r.i
Date: 2022.07.27
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c. In the event that Accenture has reason to believe that breach of the terms and conditions mentioned under sub-section 3.2.12(a) and 3.2.12(b) has occurred or may occur, then in such an event Accenture reserves the right to:

(i) Seek for removal, any such Candidates (in respect of whom such breach has occurred) immediately, without incurring any claims in this regard.

3.2.13. Institute shall, at all times, comply with the Accenture Data Privacy Schedule as detailed in Schedule 2 of this MOU and such other terms as defined by Accenture from time to time.

4. ACCENTURE' RIGHTS AND RESPONSIBILITIES

- 4.1. Accenture undertakes to provide the Institute with all cooperation which is necessary for the creation of conditions for proper performance hereof.
- 4.2. Accenture pledges to consider all information about individual candidates provided by the Institute strictly confidential and to treat it accordingly.
- 4.3. Accenture shall be obliged while providing PPO to inform Institute, in writing and with all elements (name and surname of the candidate, name of the filled position), about the fact that Accenture has entered into a contract with a candidate no later than the fifth working day following the date of the commencement of the selected candidate's employment (or other similar contractual relationship).
- 4.4. In the event of any inquiry, requirement or problem, Accenture shall be entitled to contact the contact person identified by the Institute.

5. INTELLECTUAL PROPERTY

- 5.1 All Accenture proprietary materials provided by Accenture to Institute and/or Participants in relation to the scope under this MOU shall remain the property of Accenture unless such material is developed by using Institute's proprietary and Confidential Information ("Accenture Materials").
- 5.2 All right, title and interest (including without limitation, patents, copyright, trade secret, trademarks and design rights) in respect of any Accenture Materials which were created, provided or otherwise made available to the Institute or its Employees or Participants or Candidates during the course of this MOU shall remain solely and exclusively vested with Accenture.
- 5.3 The provisions of this section will survive the expiration or termination of this MOU.



Registrar
Dayananda Sagar University
Bangalore



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by narayana.r.lg
Date:
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6. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 6.1. The Institute shall indemnify and hold harmless Accenture, its Affiliates, employees, directors, agents, contractors, from and against any and all claims, demands, loss, damage or expense:
- 6.1.1. related to bodily injury or death of any person or loss of, or damage to, real or tangible personal property, resulting from the negligent or willful acts or omissions of the Institute, Participants, Candidates, Employees, agents and subcontractors.
 - 6.1.2. related to any claims, employment liabilities by any Institute Employees for payment and any claims that the Institute or its Employees is/are not an independent contractor(s)
 - 6.1.3. resulting from any claim, whether or not substantiated, relating to breach of any law or regulation.
 - 6.1.4. incurred by Accenture based on any claim that any materials or other deliverables or documents delivered by the Institute or its agents or subcontractors pursuant to this MOU, or use by Accenture thereof, or Accenture's exercise of the licensed rights or permissions conveyed therefore or contained therein in any manner infringe or otherwise violate any patent, copyright, trade secret or other proprietary right, or any other rights of any third party;
 - 6.1.5. related to, resulting or arising in connection with any violation by the Institute of the covenants under Clauses 3.2, 5, 7.
- 6.2 In no event shall Accenture be liable to the Institute or its Employees or Participants or Candidates (whether in contract, tort (including negligence) or otherwise for any increased costs or wasted expenditure, loss of profits, business, contracts, or revenues, loss of operation time, loss of goodwill or reputation of the Institute, its Employees or Participants or Candidates or any other person acting on their behalf, special, direct, indirect, incidental, punitive or consequential damage of any nature whatsoever or howsoever arising directly or indirectly out of this MOU.


7. CONFIDENTIALITY

- 7.1 The Parties shall treat as and keep confidential all information whether of a technical, commercial or any other nature relating to the other party and shall not, during the period of this MOU, or at any time after its termination, divulge any such information to any person not authorized by the divulging party to receive it and shall not utilize any secret or confidential knowledge or information acquired in connection with this MOU to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this MOU.
- 7.2 The Institute pledges to maintain confidentiality of information obtained from Accenture or made available by Accenture during the term (for example, information regarding the working positions, salary rates, information on salary statements, description of working procedures, project details, etc.) and not disclose such information to any other person, unless the disclosure of such information to the candidates is necessary for proper performance under this MOU. Institute acknowledges that damages may not be sufficient remedy for Accenture in case of any breach of the confidentiality obligations by the Institute and that Accenture may

Digitally signed by narayana.r.l
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be entitled to specific performance or injunctive relief, as appropriate, as a remedy for any breach or threatened breach of this obligation, in addition to any other remedies available to Accenture at law or in equity. Institute consents to Accenture seeking and obtaining specific performance or an ex-parte interlocutory or interim injunction to prohibit or restrain Institute or any of its representatives from any breach or threatened breach of this clause.

7.3 The Institute undertakes to get a Non-Disclosure Agreement (NDA) signed with each of the Participants/Candidates, as in the format annexed herewith and marked as Schedule No. 3.

8. GENERAL

8.1 During term of this MOU and for a period of (12) twelve months after termination or expiration of this MOU, Institute shall not on its own account or in connection with any other person, firm or contractor, directly or indirectly, canvass or solicit for employment or engagement of any personnel of Accenture. If Institute breaches this Section, Institute shall pay compensation to Accenture in the form of liquidated damages equal to the greater of one (1) year's compensation either: (a) offered to the personnel by or through the Institute; or (b) paid or offered to the personnel by Accenture.

8.2. Term and Termination.

- i. The MOU shall be effective as of 1st July 2022("Effective Date") and shall continue for a period of Twenty four (24) months unless the term is extended for a further twelve (12) month period pursuant to express written agreement of the Parties.
- ii. Either Party may terminate this MOU at any time if the other Party is in breach of any material term of this MOU and does not remedy the breach within the ten (10) business days of the date of a written notice from the other Party specifying the breach and requiring it to be remedied.
- iii. Accenture may terminate this MOU at will and without cause upon giving thirty (30) days' notice to the Institute.
- iv. Accenture may terminate this MOU immediately by notice in writing in the event the Institute breaches Data Privacy, Confidentiality, Accenture Code of Business Ethics, Accenture Policies, and/or misrepresents or commits any fraud.
- v. Termination of a SOW: Notwithstanding anything stated to the contrary in this MOU or any other document executed with the Institute, Accenture may, at any time with or without cause, terminate a SOW with thirty (30) days' notice to the Institute. Any/all SOW with the Institute for the scope under this MOU shall be co-terminus with the term of this MOU.

8.3 Neither party shall be responsible for any failure or delay in performance of its obligations under this MOU due to any force majeure event including without limitation, a pandemic, epidemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, directives lockdown, rule, regulation or direction, unforeseen accident, explosion, acts of terrorism, fire, flood, or storm/cyclone, but expressly excluding defaults of the Institute and strikes, lock-outs or industrial disputes of the Institute's workforce.




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- 8.4 Institute shall provide to Accenture, its internal and external auditors, inspectors, regulators and other representatives that Accenture may designate from time to time, access at reasonable hours to Institute's records and other pertinent information, all to the extent relevant to the performance of Institute's obligation under this MOU. Institute will cooperate as is necessary in such audits and will provide all necessary books and records to establish such compliance. Institute shall provide assistance reasonably requested by Accenture or its designee in conducting any such audit and shall make requested Employee/s, records and information available during the term and up to eight (8) years thereafter.
- 8.5 This MOU sets out the entire understanding between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between Accenture and Institute. Any amendments to this MOU shall be in writing.
- 8.6 This MOU shall be construed in accordance with laws of India and the courts of Bangalore shall have sole jurisdiction. If any dispute arising between the Parties is not amicably settled within ten (10) days of commencement of attempts to settle the same by authorized representatives of both Parties, then the same shall be referred to arbitral proceedings under the provisions of Arbitration Rules of the Mumbai Centre for International Arbitration ("MCIA"). The arbitration proceedings shall be conducted in Bangalore, India and in English.
- 8.7 Accenture is committed to conducting its business free from unlawful, unethical or fraudulent activity. Institute is expected to act in a manner consistent with the ethical and professional standards of Accenture as described in the Accenture Supplier Standards of Conduct, including prompt reporting of unlawful, fraudulent or unethical conduct. A copy of the Supplier Standards of Conduct can be found at <https://www.accenture.com/us-en/company-ethics-code>.
Accenture has established reporting mechanisms and prohibits retaliation or other adverse action for reporting violations of these standards. To report a serious concern, please call the Accenture Business Ethics Line globally at +1 312 737 8262, or in India at +1 888 276 6226 with access code: 000-117, available 24 hours a day, seven days a week (you can reverse the charges). You should use the Ethics Line only to make a good faith claim. Accenture takes all allegations seriously.
- 8.8 Notices. Unless expressly stated otherwise in this MOU, all notices under this MOU must be in writing and must be delivered personally, sent by certified mail (return receipt requested); or sent by express courier (with confirmation of delivery). The notice shall be deemed given and effective upon receipt: (A) when it is delivered to a Party personally; (B) upon receipt if sent certified mail, return receipt requested; or (C) when delivered by a nationally recognized overnight courier service such as FedEx (with confirmation of delivery). Any notice by email shall only be allowed in the particular Sections of this MOU that expressly permit it. All notices must be addressed to the other Party at the address set forth in the preamble above. Either Party may designate a different address by giving ten (10) days' written notice to the other Party in accordance with this MOU. All communications and notices to be made or given pursuant to this MOU must be in the English language. All notices under this MOU shall also be sent via email to the individual with the other Party who is primarily responsible for the management of the relationship between the Parties. Where Institute knows, or reasonably suspects, that a loss, unauthorized acquisition, disclosure, use or other form of compromise of Accenture Data has occurred, Institute will promptly notify Accenture's point of contact in writing, and in any event within forty-eight (48) hours following such discovery.


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- 8.9 Survival. The terms of this MOU shall survive the termination or expiration of this MOU in perpetuity
- 8.10 If any obligation pursuant hereto is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining obligations under this MOU and the Parties undertake to replace such an invalid or unenforceable obligation with a new, valid and enforceable obligation which shall most closely approximate the intention of the original obligation.
- 8.11 Order of Precedence: In the event of any conflict or inconsistency between the MOU and SOW/purchase order/schedules, the terms of this MOU shall prevail in regard to such conflict.
- 8.12 The Institute shall not sub-contract the performance of its obligations under the MOU without the prior written consent of Accenture. Notwithstanding the foregoing, the Institute shall not be relieved of any of its obligations under this MOU for the acts or performance of its subcontractors or agents and the Institute shall at all times remain liable for the acts and/or conduct of subcontractor
- 8.13 (i) If, during the term, a Party notifies the other party that the scope or Purpose has changed or will change significantly, sub-clause 8.13(ii) will apply.
(ii) Upon receipt of a notice in accordance with sub-clause 8.13 (i), the Institute and Accenture will negotiate in good faith to determine the basis on which the Purpose of MOU can be achieved and any agreed changes shall be set out in writing failing which Accenture shall have the right to terminate this MOU and/or SOW(s) in accordance with clause 8.2 (iii) and 8.2 (v)

9. INDEPENDENT CONTRACTOR

The Institute shall act as an independent contractor and not as the agent of Accenture in fulfilling the Purposes under this MOU, maintaining complete control over its Employees. The Institute warrants that it is fully experienced, properly qualified, and is appropriately skilled, licensed, equipped, organised, financed to fulfill the Purpose under this MOU. Nothing contained in this MOU shall create any contractual relationship between Employees any/or those lower tier service provider and Accenture which are contracted directly with the Institute. Nothing contained in this MOU shall be constructed to create a relationship of principal-agent, employer-employee, partners or joint venture between the Parties. The Employees of Institute shall in no manner be deemed to be the employees of Accenture.

10. BACKGROUND CHECKS.

Institute will, at its expense, perform a background check on each Participants/Candidates prior to his/her participation with Accenture as per the scope agreed under this MOU. Subject to applicable law the background check must be conducted in accordance with either (a) the standards that are provided to Institute, or (b) upon Accenture's prior approval, Institute's own background screening policy. Notwithstanding the foregoing, however, if Institute notifies Accenture in writing that it is ISO 27001 certified or compliant, it specifically represents and warrants that it is in compliance with the personnel background screening requirements in ISO 27001 and will conduct each background check in accordance with such requirements. Only those Participants/Candidates who have passed such background checks will be allowed by Institute to participate with Accenture as per the scope agreed under this MOU. Upon Accenture's request and subject to all applicable legal requirements, Institute will make available to Accenture sufficient documentation to demonstrate its compliance with this Section.


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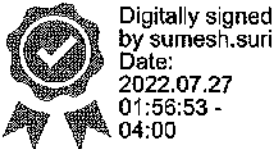

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11. BINDING CONTRACT.

This MOU is a legally binding contract. The Parties shall use their commercially reasonable best efforts to negotiate and enter into the definitive agreement as promptly as practicable, but failure to do so shall not impair the binding and enforceable character of this MOU.

IN WITNESS THEREOF, each of the Parties hereto, by its duly authorized representative, has caused this MOU to be executed as of the Effective Date.

For and on behalf of:

Accenture Solutions Pvt. Ltd.	Dayananda Sagar University
 <p>Digitally signed by sumesh.suri Date: 2022.07.27 01:56:53 - 04:00</p> <p>Name: Mr. Sumesh Suri</p>	 <p>Dr. Puttama Dappa C. Registrar Dayananda Sagar University</p> <p>Name: Dr. Puttama Dappa C</p>
Title: Associate Director, India Procurement	Title: Registrar



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SCHEDULE NO. 1

Statement of Work

This Statement of Work ("SOW") dated as of **1st July 2022** ("Effective Date") is made by **Dayananda Sagar University** ("We" or "DSU" or Service Provider") and **Accenture Solutions Pvt. Ltd** ("You" or "Accenture" or "Client") pursuant to the Agreement dated **1st July 2022** and subsequent amendments (the "Agreement"), between DSU and Accenture

Except as otherwise set forth in this SOW, this SOW incorporates by reference, and is deemed to be a part of, the Agreement. The additional terms and conditions of this SOW shall apply only to the recruitment services covered by this SOW and not to Services covered by any other Statement of Work pursuant to the Agreement. Capitalized terms used, but not otherwise defined, in this SOW shall have the meanings in the Agreement, and references in the Agreement to "you" or "Client" shall be deemed references to Accenture.

1. Background

Accenture has been discussing with various Engineering Institutes across India to collaborate in building a pool of readily deployable Japanese language proficient graduates. Intent is to tap the talent from first year itself in a mutually agreed manner towards Japanese language journey; track the progress via certification outcomes every year, with N3 as the base achievement by 3rd year, qualifying them for Internship with Accenture. And eventually, by the 4th year, after successful completion of internship, a Pre-Placement Offer (PPO) in Accenture, considering other eligibility criteria as applicable.

2. Objective

In this Memorandum of Understanding (MoU) with Dayananda Sagar University (Campus), we aim to provide a holistic approach of Accenture collaboration with Dayananda Sagar University (Campus) in building Japanese bilingual technologists with an early engagement with Dayananda Sagar University (Campus) and its students. Details of collaboration approach, design and scope of the program, roles, responsibilities and expectations of individual entities and mutual acceptance criteria of the outcomes expected are detailed in Exhibit 1.

3. Deliverable

Accenture to leverage its internal Learning Knowledge Management (LKM) team to work on the design of the program, and developing a plan on Japanese language training and certification achievement, spread across 4 years of graduation. Please refer Exhibit 1 for details.

4. Acceptance Criteria

Below are key Acceptance criteria for this MoU:

- a) Mutually agreed Japanese proficiency building training plan (No of students, No of hours etc.)
- b) List of students nominated for the program (considering students undergoing 4 years of Undergraduate (UG) courses in any Engineering stream)

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c) Certification achievement plan:

- a. End of year 1 of graduation– JLPT/NAT level 5 certification
- b. End of year 2 of graduation – JLPT/NAT level 4 certification
- c. End of year 3 of graduation – JLPT/NAT level 3 certification
- d. Internship offer during 3rd year of UG (should they clear N3 certification)
- e. (PPO) for those whose performance has been satisfactory during internship
- f. (PPO) students to join post completion of year 4

d) Accenture and Dayananda Sagar University (LKM/ Contract team/ Campus) will periodically evaluate the success criteria and mutually agree on changes as necessitated

e) Accenture and Dayananda Sagar University (Campus) will work in good faith to build the language competency aiming towards internship with Accenture and eventually a job offer (PPO) with Accenture subject to eligibility criteria.

*Please refer Exhibit 1 for details.

5. Accenture Responsibility

a) Work with Dayananda Sagar University(Campus) and list out the detailed program plan and arriving at mutual agreement on design, scope, role, responsibilities, and acceptance criteria

b) Create customized curriculum in collaboration with Dayananda Sagar University (Campus) for building Japanese language proficiency

c) Provide necessary support in assimilating students with the program (trainers, exam certification guidelines, timelines etc.)

d) Provide guidance towards internship and PPO.

* Please refer Exhibit 1 for details.

6. Dayananda Sagar University (Campus) Responsibility

a) Provide necessary support in the detailed program plan and mutual agreement


b) Publicize the program with broader pool of students and encourage participation

c) Provide support to students in attending the training and completing certifications within stipulated time

d) Collaborate in encouraging eligible and qualified students in undergoing internship and PPO (job offer) with Accenture

e) Ensure there is a minimum batch size of students to begin with as agreed with Accenture

*Please refer Exhibit 1 for details.


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7. Assumptions

- a) Internship and PPO will be subject to eligible and qualifying criteria as defined by the program plus HR guidelines
- b) Accenture invests in the training and provides internship and job offer (PPO) opportunities to eligible students. Dayananda Sagar University (Campus) will provide support in retaining the talent to join Accenture via PPI and PPO.
- c) Students/ Campus to bear the cost of certification and training material
- d) Collaboration approach- Accenture Training conducted via MS Teams channel.
- e) These sessions, training content, material shared and any other information provided during the trainings are Accenture proprietary and should not be recorded or distributed in any form or shape.

Please refer Exhibit 1 for details.

1. Accenture Responsibility


- a) Work with Dayananda Sagar University(Campus) and list out the detailed program plan and arriving at mutual agreement on design, scope, role, responsibilities, and acceptance criteria
- b) Create customized curriculum in collaboration with Dayananda Sagar University (Campus) for building Japanese language proficiency
- c) Provide necessary support in assimilating students with the program (trainers, exam certification guidelines, timelines etc.)
- d) Provide guidance towards internship and PPO

Please refer Exhibit 1 for details.

2. Dayananda Sagar University (Campus) Responsibility

- a) Provide necessary support in the detailed program plan and mutual agreement
- b) Publicize the program with broader pool of students and encourage participation
- c) Provide support to students in attending the training and completing certifications within stipulated time
- d) Collaborate in encouraging eligible and qualified students in undergoing internship and PPO (job offer) with Accenture
- e) Ensure there is a minimum batch size of students to begin with as agreed with Accenture

Please refer Exhibit 1 for details.


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3. Assumptions

- a) Internship and PPO will be subject to eligible and qualifying criteria as defined by the program plus HR guidelines
- b) Accenture invests in the training and provides internship and job offer Pre placement onboard (PPO) opportunities to eligible students. Dayananda Sagar University (Campus) will provide support in retaining the talent to join Accenture via PPI and PPO.
- c) Students/ Campus to bear the cost of certification and training material
- d) Collaboration approach- Accenture Training conducted via MS Teams channel.
- e) These sessions, training content, material shared and any other information provided during the trainings are Accenture proprietary and should not be recorded or distributed in any form or shape.

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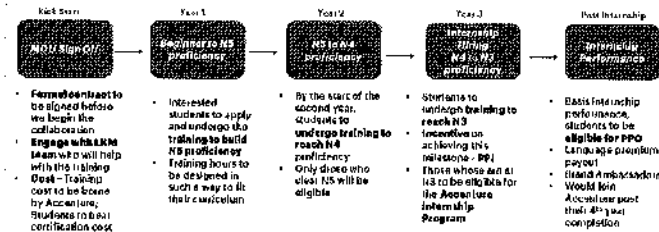

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Exhibit I

This exhibit details Japanese language proficiency building plan, design and scope of the program, roles, responsibilities and expectations of individual entities and mutual acceptance criteria of the outcomes expected.

I. LANGUAGE PROFICIENCY BUILDING PLAN

Accenture and Campus would collaborate in finalizing below plan for building Japanese language proficiency.



II. DESIGN AND SCOPE OF THE PROGRAM

This program covers UG students from all streams. Program will follow below broad steps:

- a) Seeking nominations from Year 1 of all the streams
- b) Create plan for N5, N4, N3 with timelines, number of students, duration, trainer etc.
- c) Logistics planning, online classes, tests etc.
- d) The training material would be hosted/shared on third-party vendor as we cannot give access to Accenture internal platform to them.

Below table provides overview of expected hours of commitment and overall duration for getting certified at levels N5, N4 and N3.

Level	N5	N4	N3
Duration	8 months	9 months	12 months
Start date	Jun-22	Mar-23	Dec-23
End date	Jan-23	Nov-23	Nov-24
Pure teaching	140	180	250
Exam prep	30	30	30
Self-study	100	120	320
Total hours	250 hours	330 hours	600 hours
Distribution	5 hrs./week	7.5 hrs./week	10 hrs./week
	M-F	M-F	M-F
	1 hr./day	1.5 hrs./day	2 hrs./day
Target Exam	NAT Feb 2023	JLPT Dec 2023	JLPT Dec 2024

1st year	Jun-22
2nd year	Jun-23
3rd year	Jun-24
N3 target	Dec-24


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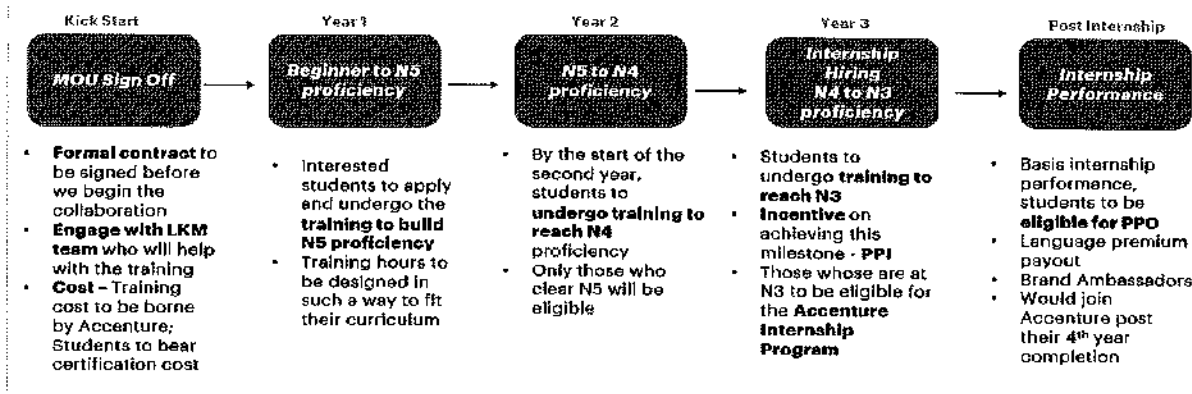
III. ROLE AND RESPONSIBILITIES

Entity	Role	Responsibilities	Allocation
Dayananda Sagar University (Campus)	Batch size	To ensure a min batch size to enroll for the program	
	Students attending the program	Ensure students attend the training basis schedule	
	Consistency & Encouragement	Encourage movement to the next level & continue training in the subsequent years	
	Certification Cost	Student/ Campus to bear the certification cost and books cost	
	Training	Provide the design and guidelines for training	
Accenture	Training cost	Accenture to bear the cost of trainers and platform	

IV. SUCCESS FACTORS

Description	Success Criteria
✓ Batch Size	▪ Min 25 per language/ per batch
✓ Active participation	▪ Registered participants- Participants to have min 80% & above attendance
✓ Certifications	▪ 80% students to clear respective external certification exams across each year

V. GOVERNANCE AND CADENCE

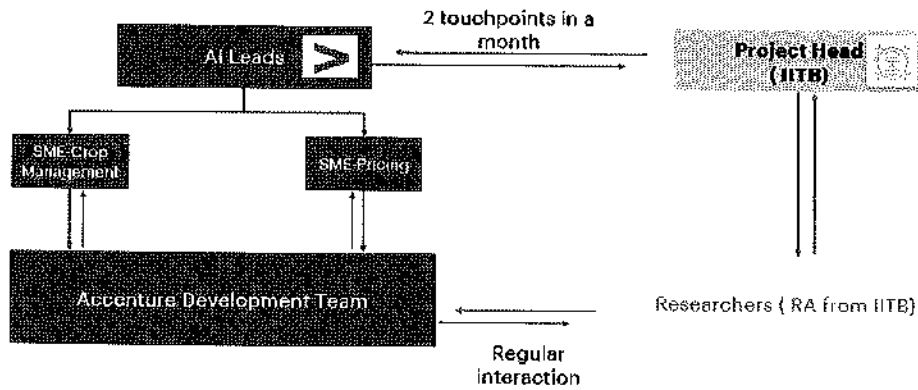


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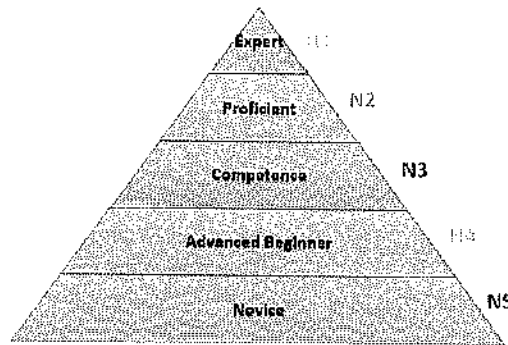


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VI. FINANCIALS
VI. APPENDIX - CERTIFICATION DETAILS

Below sector briefs on Certification opportunities – JLPT/NAT



JLPT Exam schedule – July & Dec

NAT Exam Schedule – 6 times in a year (Feb, Apr, Jun, Aug, Oct, Dec)

Link for JLPT Test dates and Registration:

[Composition of Test Sections and Items | JLPT Japanese-Language Proficiency Test](#)

Links for NAT Test Registration and Dates:

[Chennai Test Center for Japanese Language NAT-TEST](#)

[Pune Test Center for Japanese Language NAT-TEST](#)

[New Delhi Test Center for Japanese Language NAT-TEST](#)

N5 CERTIFICATION

Ability to understand basic Japanese:

Reading: Can read and understand typical expressions and sentences written in hiragana, katakana, and basic kanji.

Number of Kanjis: 100 (approx)

Vocabulary: 800 (approx)

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Listening: Can listen and comprehend conversations about topics regularly encountered in daily life and classroom situations, and can pick up necessary information from short conversations spoken slowly.

Duration: 250 hours

N4 CERTIFICATION

Ability to understand basic Japanese:

Reading: Can read and understand passages on familiar daily topics written in basic vocabulary and kanji.

Number of Kanjis: 300 (approx)

Vocabulary: 1500 (approx)

Listening: Can listen and comprehend conversations encountered in daily life and generally follow their contents, provided that they are spoken slowly.

Duration: 330 hours

N3 CERTIFICATION

The ability to understand Japanese used in everyday situations to a certain degree.

Reading: Can read and understand written materials with specific contents concerning everyday topics.

- Can grasp summary information such as newspaper headlines.
- In addition, can read slightly difficult writings encountered in everyday situations and understand the main points of the content if some alternative phrases are available to aid one's understanding.

Number of Kanjis: 650 (approx)

Vocabulary: 3700 (approx)

Listening: Can listen and comprehend coherent conversations in everyday situations, spoken at near-natural speed, and is generally able to follow their contents as well as grasp the relationships among the people involved.

Duration: 600 hours


Accenture Business Point of contact:

Level	Name	Email ID
Level - 1	Bs, Radhika	radhika.bs@accenture.com
Level - 2	Bhawar, Santosh	santosh.bhawar@accenture.com

Accenture Procurement Point of contact:

Level	Name	Email ID
Level - 1	Anees Sultana	anees.sultana@accenture.com
Level - 2	Deepak Kumar Roy	Deepak.k.roy@accenture.com
Level - 3	R L Narayana	narayana.r.l@accenture.com

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SCHEDULE NO. 2
DATA PRIVACY SCHEDULE

This data privacy schedule ("Data Privacy Schedule") is subject to the terms and conditions of the MOU. This Data Privacy Schedule shall be considered a Schedule to the MOU and shall be deemed part of the MOU. For the purposes of this Data Privacy Schedule, "Provider" shall mean Institute and its third-party providers/suppliers/agents and subcontractors. In the event of a conflict between the MOU and this Data Privacy Schedule, this Data Privacy Schedule shall prevail. Disclosing Party's failure to comply with any of the provisions of this Data Privacy Schedule shall be deemed a material breach of the MOU.

1. DEFINITIONS

"Data Privacy Laws" means all applicable laws, regulations and regulatory guidance in relation to the Processing or protection of Personal Data, as amended from time-to-time.

"Personal Data" means any information relating to, identifying, describing or reasonably capable of being associated with or linked (directly or indirectly) to, a natural person or household, and any other information regulated by Data Privacy Laws.

"Information Security Obligations" means commercially reasonable and appropriate physical, technical and organisational security measures, including those set forth in the MOU, along with its Schedules.

"Process" means any operation, or set of operations, which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, access to, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. "Processes" and "Processing" shall be construed accordingly. Processing includes sub-Processing.

"Security Incident" means a known, or reasonably suspected, accidental or unauthorized loss, acquisition, disclosure, access, use or other form of compromise of Personal Data.

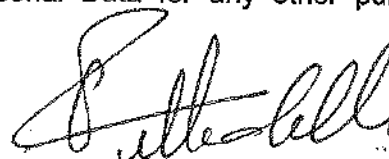
2. SCOPE AND APPLICATION

This Data Privacy Schedule governs Accenture's Processing of Provider's Personal Data where (a) Accenture Processes Provider Personal Data for its own commercial purposes; and (b) Provider does not Process Personal Data for or on behalf of Accenture; and (c) Provider collects Personal Data directly from data subjects and/or also obtain Personal Data from social media providers and public, non-public sources other than the data subject (not directly from the applicable data subjects ("Source").

3. PROCESSING OF PERSONAL DATA

3.1 If, in the course of providing the services, (a) the Accenture (or any sub-contractor of Accenture) will Process Personal Data for its own commercial purposes, and (b) Provider will primarily obtain Personal Data from Source, Provider shall (and shall ensure that its sub-processors shall):

3.1.1. Process any Personal Data provided to Accenture only for the purposes contemplated by the MOU and for no other purposes (and in particular, not disclose those Personal Data except as necessary for those purposes). Provider shall not collect, retain, use, disclose, or otherwise Process Accenture Personal Data for any other purpose.


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Provider shall not sell Accenture Personal Data in any circumstances. Provider hereby certifies that it understands and complies with the restrictions in this Section 3.1.1 and will issue this certification to Accenture and/or client upon reasonable request by Accenture.

- 3.1.2 comply with Data Privacy Laws and any other applicable laws, policies and procedures relating to data privacy;
- 3.1.3 the latest as of signing date, obtain legally valid (where necessary) and provide notice to the data subject(s) in accordance with Data Privacy Laws, to enable execution the MOU by Provider and Accenture and provide service by Accenture (and/or its sub-processors) internally or /and to clients; Provider shall obtain the necessary consent which particularly allow Accenture and its clients to process the Personal Data for the scope of the MOU;
- 3.1.4 ensure it does not cause Accenture, through any intentional act or omission, to be in breach of any Data Privacy Laws;
- 3.1.5 Provider is fully responsible for the compliance with applicable Data Privacy Laws and other law for collecting and processing Personal Data prior to providing it to Accenture;
- 3.1.6 not Process and retain Personal Data for longer than is necessary for the performance of the services and/or the fulfilment of its obligations under the MOU, or as required or permitted by applicable law, unless it is allowed to Process based on data subject(s) consent and in accordance with applicable laws;
- 3.1.7 ensure that the international transfer of Personal Data (including any Personal Data which originates from a member state of the European Economic Area (EEA)) complies with Data Privacy Laws, and shall enter into any additional agreement(s) and/or legally valid data transfer mechanism(s) required by Data Privacy Laws governing the access, Processing and international transfer of Personal Data. In this respect, Provider, hereby explicitly acknowledges that: (1) it has not purposefully created back doors or similar programming that could be used to access the system and/or personal data; (2) it has not purposefully created or changed its business processes in a manner that facilitates access to personal data or systems, and (3) that national law or government policy does not require Provider to create or maintain back doors or to facilitate access to personal data or systems or for Provider to be in possession or to hand over the encryption key;
- 3.1.8 fully assist and cooperate with Accenture and its clients in their compliance with applicable security incident laws. In particular, Provider shall: (i) notify Accenture in writing without undue delay, and in any event within forty-eight (48) hours, whenever a Security Incident has occurred; and (ii) investigate the Security Incident, taking all necessary steps to eliminate or contain the exposure, including cooperating with Accenture's investigation and remediation efforts, mitigating any damage, and developing and executing a plan, subject to Accenture's approval, that promptly reduces the likelihood of a recurrence of the Security Incident.
- 3.1.9 implement and maintain Information Security Obligations to protect Personal Data against a Security Incident, in particular in such a manner (i) to ensure a level of security appropriate to the risk to the Personal Data and (ii) to enable Accenture (or any sub-processor of Accenture) to fulfil obligations to respond to requests from data subjects exercising their rights under applicable Data Privacy Laws.
- 3.1.10 notify Accenture promptly if Provider (or a sub-processor of Provider) is required by law, court order, warrant, subpoena, or other legal process to disclose any Personal Data to any person other than Accenture or another sub-processor of Accenture expressly approved in writing by Accenture to receive such information, unless prohibited by applicable law from notifying Accenture. Unless prohibited by applicable




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Dayananda Sagar University
Bangalore

law, Provider will (a) promptly notify Accenture prior to such disclosure; (b) cooperate with Accenture in the event that Accenture elects to legally contest such disclosure, ensure confidential treatment of such information, or otherwise attempt to avoid or limit such disclosure; and (c) limit such disclosure to the extent legally permissible;

- 3.1.11** permit Accenture, or its duly authorized representatives, on reasonable prior notice, to inspect and/or audit the Provider's (and Provider's sub-processors') Processing activities that are relevant to the Processing of Personal Data, to verify that Provider's (and Provider's sub-processors') data processing activities related to Personal Data are in compliance with the MOU (including its Schedules), Accenture's written instructions and Data Privacy Laws. Provider shall allow for and contribute to audits and inspections conducted by Accenture.
- 3.2** If Accenture needs to provide information (including details of the services provided by Provider) to a competent supervisory authority (whether directly or indirectly via a Accenture client), Provider shall assist Accenture in providing such information.
- 3.3** Provider ensures that data protection principles, privacy by design are taken into account and implemented by default throughout the development and engineering process and that Provider has been done data privacy impact assessment (DPIA) of the service solution/platform that has been offered to Accenture.
- 3.4** Parties shall provide full cooperation and assistance in allowing the individual(s) to whom Personal Data relates (i) to have access to such Personal Data; and/or (ii) to ensure that such Personal data is deleted or corrected if such Personal Data is demonstrably incorrect. Parties shall ensure that a record is kept of any requests by individuals to have information corrected.
- 3.5** Provider shall (and shall ensure that its sub-processors) fully assist and cooperate with Accenture. If Accenture needs to provide information (including details of the services provided by Provider) to a competent supervisory authority (whether directly or indirectly via an Accenture client), Provider shall assist Accenture in providing such information, to the extent that such information is solely in the possession of the Provider or its sub-processors.
- 3.6** Provider shall notify Accenture immediately in writing of any investigation, litigation, arbitrated matter or other dispute relating to Provider's (or Provider's sub-processors') information security or privacy practices.
- 3.7** Provider shall engage a sub-processor with respect to Processing of Personal Data that ensures at least the same level of data protection and security measures as agreed with Accenture. Provider shall indemnify Accenture against any loss, liability, cost damage and expense incurred as a result of a breach by the Provider or its agents or sub-processors of this Data Privacy Schedule.
- 3.8** Provider represents and warrants that it will provide the services, ensuring that proper actions are acknowledged and acted upon, including sign specific agreement (Terms and Conditions)/ license for business use with the third parties that provide the personal data, obtain the necessary consent and send adequate notices to data subjects. Each party shall take reasonable steps to inform its staff, and any other person acting under its supervision, of the responsibilities of any Data Privacy Laws due to access to Personal Data, and ensure the reliability of its staff and any other person acting under its supervision who may come into contact with, or otherwise have access to and Process, such Personal Data.

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Bangalore



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3.9 Parties are responsible for maintaining a record of data subject requests and any other individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the data subject request or other requests for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The party that collected the Personal Data directly from the data subject, shall be responsible for handling any data subject request coming from such data subject and, where appropriate, to provide the data subject with the requested information. The parties shall provide reasonable assistance as is necessary to each other to enable them to comply with any data subject request and to respond to any other queries or complaints from data subjects.

4. DISCLOSING PARTY PERSONAL DATA

Accenture may receive Personal Data regarding Provider's employees, directors and other personnel, as part of maintaining its business relationships with Provider under the MOU. Personal Data may be obtained by Accenture indirectly through internal security systems or other means. Accenture is hereby permitted, and Provider hereby authorizes Accenture, to process such Personal Data for purposes related to the MOU and for relevant purposes under Accenture's global Data Privacy Policy (a copy of which will be made available by Accenture to Provider upon request) and the Accenture Privacy Statement at www.accenture.com/us-en/privacy-policy. For such purposes, Accenture may transfer such Personal Data to any country where Accenture's global organization and its clients and vendors operate. If required by Data Privacy Laws, Accenture and Provider agree to sign any additional agreement or amendment that may be required to allow transferring such Personal Data outside its jurisdiction of origin pursuant to such Data Privacy Laws.

5. CHANGES IN DATA PRIVACY LAWS

In the event of any changes in Data Privacy Laws applicable to Accenture Personal Data, that result in new requirements (including new physical, technical, organizational, security, or data privacy measures), Provider will reasonably cooperate with Accenture in designing a remedial response to implement such new requirements.


Registrar
Dayananda Sagar University
Bangalore



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SCHEDULE NO. 3

CONFIDENTIALITY UNDERTAKING

CONFIDENTIALITY UNDERTAKING DATED 1st July 2022

To: Accenture Solutions Private Limited

- 1 In consideration of your disclosing to me (whether directly, through Institute or otherwise) certain information and materials which comprise valuable confidential, proprietary, copyrighted and/or trade secret information material proprietary to Accenture or its clients in connection with the fulfilment of Purpose by the Parties pursuant to MOU dated [1st July 2022], I hereby agree and undertake:-

"Confidential Information" means information in oral and/or written form that (a) relates to past, present and future research, development, business activities, products, customers and services, and (b) has been identified, either orally or in writing, as confidential by Accenture or its client, or which a reasonable person would understand to be confidential.

- (a) to treat all Confidential Information provided to me, in the course of fulfilment of Purpose, as confidential, regardless of when it is disclosed or obtained by me and the form in which it is disclosed or obtained;
- (b) not to communicate or disclose any part of the Confidential Information to any third party;
- (c) to prevent the unauthorised disclosure or use of the same;
- (d) to immediately inform you and report to the Institute in writing any unauthorised disclosure or use of the Confidential Information of which I become aware;
- (e) not to reproduce in whole or part without your express written consent, any material containing the Confidential Information, including without limitation, magnetic tapes, documents, manuals, specifications, flowcharts, program listings and data file printouts (the "Materials");
- (f) to promptly deliver up to you, at your request, and in any event upon the fulfilment of the Purpose, all materials supplied by you incorporating any Confidential Information and all copies thereof and destroy or erase any Confidential Information contained in any materials prepared by myself, Institute [or your client] or recorded in any memory device.
- (g) only to disclose the Confidential Information to those of my fellow Participants who have prior to such disclosure entered into an agreement with you in the same form as this letter of agreement or in such other form as may be approved by you;
- (h) not to use the Confidential Information for any purpose other than for the fulfilment of Purpose or in any way which would be harmful to Accenture.



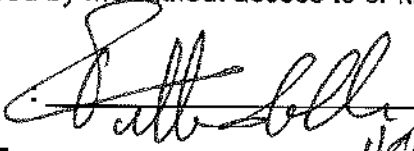
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- 2 I further acknowledge that all materials incorporating the Confidential Information shall be and remain the property of Accenture. [Any copies of the materials shall become your property and shall include a notice stating that copyright and all other intellectual property rights of whatever nature in the materials are vested in Accenture].
3. The foregoing obligations of confidentiality shall not apply to any portion of the Confidential Information where I can satisfactorily document and demonstrate that the Confidential Information concerned (i) is or has become publicly known through no fault of myself or Institute or fellow Participants/Candidates, or (ii) is lawfully received from an independent third party without any restriction and without any obligation of confidentiality, (iii) is independently developed by me without access to or knowledge or use of the Confidential Information.

SIGNED


1/8/22

PRINT NAME :

TITLE :

Dr. Puttamadappa C.

Registrar

Dayananda Sagar University

DATE :

Bangalore



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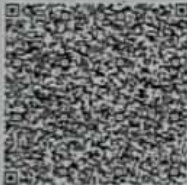
Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA50582692242499R
 Certificate Issued Date : 12-Jul-2019 11:39 AM
 Account Reference : NONACC (FI)/ kaksfcl08/ BASAVANGUDI/ KA-BN
 Unique Doc. Reference : SUBIN-KAKAKSFCL0827111082771983R
 Purchased by : ELCIA CLUSTER
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : ELCIA CLUSTER
 Second Party : DAYANANDA SAGAR UNIVERSITY
 Stamp Duty Paid By : ELCIA CLUSTER
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this day of 17th July, 2019.

Between

ELCIA CLUSTER, #3(P), West Phase, Electronics City, Bengaluru-560100, Karnataka State, INDIA, hereinafter referred to as ELCIA CLUSTER or party of the First Part, represented by its current President, Mr. M R Seetharam,

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

and

Dayananda Sagar University (DSU), Innovation Campus, Hosur Main Road, Kudlu Gate, Bengaluru-560114, Karnataka State, INDIA, hereinafter referred to **DSU** or party of the Second Part, represented by its current Vice Chancellor, Dr. A N N Murthy,

WHEREAS

1. ELCIA CLUSTER was established with the objective of empowering the growth of MSMEs in and around Electronics City through the creation of state of the art design and manufacturing facilities on a shared basis, to addresses common issues such as technology upgradation, R&D, skill training, quality improvement, market access etc., with the ultimate objective of being a complete product development hub.
2. Dayanada Sagar University (DSU) was established by an Act of the Karnataka State in 2014, built on this adorable legacy and inspired by its own milestones, meeting the needs of quality higher education in the area of Engineering, Arts, Science, Commerce & Business Management.
3. Both Parties, in consideration of the objects set out herein above, have agreed to cooperate with each other for mutual benefit and in furtherance of this intention, the parties have reduced their agreed terms into this Memorandum of Understanding by defining the objectives, the extent and the limits of the relationship.

4. **Objectives:**

4.1 This MOU will serve as an understanding document, and as a guideline, for mutual benefit and to explore the possibility of

- Training and Internship for B. Tech. Students of DSU at ELCIA CLUSTER and ELCIA CLUSTER member industries
- Joint development and offering of B. Voc. programmes

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- Joint offering of Skill Development courses in CNC programming and Machine Operations, 3D Printing
- Joint offering of Seminars and Workshops to industry delegates
- Use of Testing facilities by M. Tech. and Ph.D. Students of DSU at ELCIA
- Prototype Development for Incubatees of DSU
- Industry specific B. Tech. programme for Diploma Holders working in ELCIA CLUSTER Industries
- Guest Lectures by Experts from ELCIA CLUSTER industries for students of DSU
- Visits to ELCIA CLUSTER Industries by Faculty and Students of DSU
- Any other activity relevant to both the parties

4.2 The parties will develop separate agreements for specific work plans or projects, focusing on priority areas which should contain cooperative actions and/or joint ventures. Each specific work plan shall include specifications, scope, co-ordination and administration, resource allocation, expert and professional exchanges, issues and any other information deemed necessary for achieving the objectives.

4.3 The financial arrangement relating to each project agreement and programs of cooperation shall be in accordance with the specific agreement and programs of cooperation covering all areas of each project. The title, use and exploitation of intellectual property, including trademark and service marks, copyrights, patents, designs and confidential information which are used, exchanged, handled or generated as part of this cooperation shall be clearly defined in the agreements. Notwithstanding the above, any intellectual property as described above, already belonging to a Party shall continue to rest with the same party unless transferred to the other through a legal document or transaction.

4.4 Resources that include infrastructure, laboratory space and lab equipment shall be shared by the party of the second part, by mutual agreement.

4.5 A Single Point of Contact would be assigned to a person from both sides for interactions and for sign-offs.

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5.0 Period of Performance:

5.1 The Memorandum of Understanding shall commence as on the effective date and remain in force till the expiry of its term unless terminated earlier by either party. Either party may terminate this MOU by giving the other party sixty (60) days prior written notice of termination. However, in the absence of the termination, the term of this MOU shall be for a period of 3 years, at the end of which both Parties may renew the MoU in the same or modified form.

5.2 In case the Memorandum of Understanding is terminated before the end of its normal term, both parties shall strive to continue the cooperation or services in support of an existing program or contract, for the remaining period of the term or 12 months subsequent to the termination date, whichever occurs first.

6.0 Confidential Information:

6.1 Confidential Information shall mean proprietary, confidential information (whether or not patentable or copyrightable), that is not generally known to third parties and that has actual or potential economic value by reason of not being generally known. Each Party's Confidential Information shall be supplied to the other Party in written, photographic, recorded, prototype, sample, or other tangible form and shall be clearly and obviously labeled "Confidential" or "Proprietary". Any Confidential Information which is disclosed in oral form shall be identified as such at the time of disclosure and confirmed in written summary form within thirty (30) days after its disclosure to the other Party. Confidential Information includes, without limitation, non-public, know-how, data, processes, formulas, methods, technology, manufacturing techniques, cost and pricing information, sales and marketing information, and information of third parties held by a Party in confidence. Documents and things containing or embodying Confidential Information are Confidential Information. Confidential Information does not include information that:

6.1.1 Was known to the receiving Party, as evidenced by the receiving Party's written records, before receipt from the disclosing Party;

Revised

[Signature]

6.1.2 Is disclosed to the receiving Party by a third person who is under no obligation of confidentiality to the disclosing Party hereunder with respect to such information and who otherwise has a right to make such disclosure;

6.1.3 Is or becomes generally known to the public through no fault of receiving Party;

6.1.4 Is independently developed by the receiving Party, as established by the receiving Party's contemporaneous written records, without access to or reliance on the other Party's Confidential Information;

6.2 If any confidential information as described above is required to be disclosed by law, rule or regulation of any court or regulatory authority of competent jurisdiction, then the Party required to disclose the other Party's Confidential information shall notify the other Party as soon as possible and, if required by the other Party, use reasonable efforts in good faith to assist in seeking a protective order (or equivalent protection) with respect to such disclosure or otherwise take reasonable steps to avoid making such disclosure.

6.3 The Parties anticipate that, in the course of their relationship in connection with this MOU, they are likely to exchange Confidential Information. Each Party agrees to use the other's Confidential Information only to exercise its rights and perform its duties pursuant to this MOU. Each Party agrees not to disclose the other's Confidential Information to third parties without the other's express prior, written consent, except that each may disclose the other's Confidential Information to those of its students, trainees, interns representatives and agents that it reasonably requires to have access to same in order to perform its obligations and/or exercise its rights under this MOU, provided such students, trainees, interns representatives or agents are bound by obligation of Confidentiality comparable to those set forth in this document.

6.4 Each Party agrees to safeguard the other's Confidential Information against unauthorized use and disclosure with means at least as stringent as it employs to safeguard its own confidential information and in no event with less than reasonable means.

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[Signature]

6.5 The obligations of confidentiality in this document are in addition to and not in lieu of any confidentiality obligations the Parties may owe each other as a matter of underlying law, and the obligations herein shall survive the termination or expiration of this MOU for so long as the information at issue continues to meet the definition of Confidential Information set forth in this document, but in no event for a period longer than thirty six (36) months after the termination or expiration of this MOU.

7.0 Indemnification:

The Parties shall indemnify all affiliates, students, trainees, interns, officers, directors, employees, and agents of the other Party harmless from and against any and all liability, damage, loss, cost (including reasonable attorneys' fees) and expenses arising in connection with any third party claims (a) of bodily injury, death or property damage relating to the development, manufacture, use, distribution, importation, exportation, or sale of, any product or service; (b) relating to products liability, such as that any product or service is deemed defective or unsafe; (c) that any product or service, or the manufacture, use, sale, offer for sale or import thereof infringes, whether directly or under the doctrine of equivalents, or otherwise violates the patent or other intellectual property rights of such third party or its licensors; or (d) relating to the Parties' advertising, promotion or sale of any product or service.

8.0 Notices:

Any notice to either Party must be in writing, signed by the Party giving it, unless otherwise stated in this MOU, Notices being provided by one Party to the other Party hereunder shall be addressed to the other Party as its address below:

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In the event of notice to the party of the First Part, it shall be addressed to

The President,
ELCIA Cluster,
#3(P), West Phase,
Electronics City,
Bengaluru-560100,
Karnataka State, INDIA

In the event of notice to the party of the Second Part, it shall be addressed to

The Vice Chancellor,
Dayananda Sagar University,
Innovation Campus, Hosur Main Road,
Kudlu Gate, Bengaluru-560114,
Karnataka State, INDIA

Notice given to the other Party shall be deemed effective (1) on the day of hand delivery of such notice, or (2) five business days after such notice has been mailed certified mail return receipt requested or (3) three business days after the notice has been deposited with Indian Postal Service Express mail or a private express courier. Either Party may change its notice address upon providing written notice of its change of mailing address to the other party.

9.0 Miscellaneous:

9.1 This MOU sets forth the entire MOU and understanding of the Parties on the subject matter herein, and it supersedes all prior MOU's and understandings between the Parties with respect to its subject matter if any. No amendment or modification to this MOU shall be effective unless is in writing signed by an authorized representative of each Party.

Kannu

[Signature]

9.2 **Assignment:** Neither Party may assign its rights or delegate its obligations under this MOU without the express prior written consent of the other party, except that rights and obligations of this MOU may succeed by operation of law to the surviving entity in a merger or consolidation in which it participates or to a successor of all or substantially all of its stock, provided that such successor is not a competitor of the other Party. Any unauthorized assignment or transfer of this MOU shall be void. Subject to the foregoing, the rights and liabilities of the Parties will bind and insure to the benefit of their respective successors, permitted assigns, insurers and reinsurers.

9.3 **Relationship:** The Parties are independent entities. Nothing contained in this MOU or the Parties conduct hereunder shall be construed to create a relationship of partners, joint ventures, principal and agent or employer/employee. Neither Party shall have any right, power or authority, express or implied to bind the other Party.

9.4 **Severability:** If any provision of this MOU or portion thereof is finally held by a court of competent jurisdiction to be unenforceable, void, invalid, or otherwise contrary to law or equity, the Parties agree that such provision or portion thereof shall be reformed automatically as necessary to cure such defect, or if necessary to delete such provision or portion thereof and that the remainder of this MOU shall continue in full force and effect.

9.5 **Waiver:** The observance of any provision of this MOU may be waived (either generally or any particular instance and either retroactively or prospectively) only in writing signed by both Parties. The failure of either Party to enforce its rights under this MOU at any time for any period shall not be construed as a waiver of such rights.

9.6 **Compliance with Law:** Each Party agrees that it shall comply with all applicable laws, regulations and ordinances in connection with its conduct of its business associated with this MOU.

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9.7 **Publication:** The Parties will consult with each other before issuing any press release, scientific publication or otherwise making any public statement or other disclosure with respect to this MOU. Neither Party will issue any such press release/publication or make any such public statement or other disclosure prior to receiving written approval from the other Party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this MOU this day of 17th July, 2019.



(Mr. M R Seetharam)

President,
ELCIA Cluster,
#3(P), West Phase,
Electronics City,
Bengaluru-560100,
Karnataka State, INDIA



(Dr. A N N Murthy)

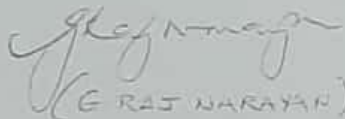
Vice Chancellor
Vice Chancellor
Dayananda Sagar University
Dayananda Sagar University,
Innovation Campus,
Hosur Main Road,
Kudlu Gate, Bengaluru-560114,
Karnataka State, INDIA

Witnesses:



(Dr. Puttamadappa)

Registrar, DSU.



(G RAJ NARAYAN)
M.D., RAJEL, BANGALORE



SUPPLIER MUTUAL CONFIDENTIALITY AGREEMENT

THIS SUPPLIER MUTUAL CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made and entered into as of Effective Date by and between SFDC and Supplier (each as defined below).

“ SFDC ”	Salesforce, Inc.
having its principal place of business at	Salesforce Tower, 415 Mission Street, 3rd Floor, San Francisco, CA 94105, United States
“ Supplier ”	Dayananda Sagar University
having its principal place of business at	Innovation Campus,, Bengaluru,, 560 068 India
“ Business Purpose ”	SFDC’s evaluation of Supplier’s products and services, Supplier’s evaluation of SFDC’s requirements and related discussions concerning a potential business relationship.

Subject to the terms of this Agreement, the parties wish to disclose to each other Confidential Information (as defined below) related to the Business Purpose. The party disclosing information hereunder shall be referred to as the “**Discloser**” and the party receiving information shall be referred to as the “**Recipient**.”

1. Definition of Confidential Information.

1.1 “Confidential Information” means all proprietary or confidential information of either party, including but not limited to, this Agreement and any negotiations, discussions or agreements entered into pursuant to this Agreement, discoveries, inventions, ideas, research, experimental work, concepts, know-how, techniques, processes, designs, specifications, drawings, sketches, blueprints, tracings, diagrams, models, samples, flow charts, data, algorithms, computer programs, software source documents, financial information, business plans, sales plans, marketing plans, products, services, product or service development plans, business forecasts, procurement requirements, customer information, pricing and any other proprietary or confidential technical, financial or commercial information, whether in written, oral or other tangible or intangible form.

1.2 Exclusions. Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, generally known to the public through no fault of Recipient; (ii) was known to Recipient prior to disclosure by Discloser, as proven by written records of Recipient; (iii) is disclosed to Recipient by a third party who did not directly or indirectly obtain such information from Discloser subject to any confidentiality obligation; or (iv) is at any time independently developed by Recipient, as proven by records of Recipient.

2. Nondisclosure Obligations. Recipient shall not disclose or otherwise make available any Confidential Information of Discloser to anyone except those of its employees, attorneys, agents and consultants who need to know the Confidential Information in connection with the Business Purpose and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Each party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information. Neither party shall disclose any information to the other party in violation of any confidentiality obligations to, or proprietary rights of, any third party. Recipient’s obligations under this Section with respect to any Confidential Information shall remain in effect for five (5) years from the date it first received such Confidential Information hereunder.

3. Compelled Disclosure. If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at

[Handwritten Signature]



Discloser's cost, if the Discloser wishes to contest the disclosure. Any such disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent reasonably practicable.

4. **Ownership of Confidential Information and Other Materials.** Discloser shall be the sole and exclusive owner of all of its Confidential Information and no license or other rights to the Confidential Information are granted or implied by Discloser hereby. Promptly following Discloser's reasonable request, Recipient shall destroy all tangible or electronic materials (and copies thereof) embodying Confidential Information of Discloser that were furnished to Recipient pursuant to this Agreement; provided, however, that (i) if a legal proceeding has been instituted to seek disclosure of the Confidential Information pursuant to Section 3, such Confidential Information shall not be destroyed until the proceeding is settled or a final judgment with respect thereto has been rendered and (ii) copies Confidential Information may be retained by Recipient's legal counsel for record retention purposes only.
5. **No Warranty.** ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
6. **Term and Termination.** The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this section. Either party may terminate this Agreement upon five (5) days' written notice of such termination to the other party. Recipient's obligations under Section 2 shall survive any termination for the period described in that Section.
7. **General Provisions.**
 - 7.1 **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
 - 7.2 **Severability.** Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.
 - 7.3 **Assignment.** Neither party shall assign or transfer, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets.
 - 7.4 **Governing Law.** This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of Singapore, without regard to its conflict of laws provisions.
 - 7.5 **Venue.** The official courts of the government of Singapore shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums.
 - 7.6 **Injunctive Relief.** The parties acknowledge that a breach of any of the provisions contained in this Agreement will result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching party shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
 - 7.7 **Export Control Laws.** Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.
 - 7.8 **Entire Agreement and Construction.** This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either party's products or services.
 - 7.9 **Counterparts.** This Agreement may be executed in counterparts which, taken together, shall form one legal instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates set forth below.

Agreement#: 00142037.0
SFDC-SMCA-APAC-March 2021

CONFIDENTIAL

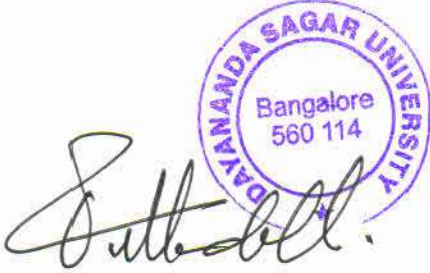


Dayananda Sagar University

Salesforce, Inc.

Signature: DocuSigned by:
Dr Puttamadappa C
 Name: Dr Puttamadappa C
 Title: Registrar - Dayananda Sagar University
 Date: May 24, 2022 | 20:24 PDT

Signature: Jennifer Browne
 Name: Jennifer Browne
 Title: Vice President, Services Sourcing
 Date ("Effective Date"): May 24, 2022



Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MoU") is entered into on 25th January 2020 by and between

NOKIA SOLUTIONS AND NETWORKS INDIA PRIVATE LIMITED, a corporation validly organized and existing under the laws of India, having its registered office at 1507, Regus Business Centre, Eros Corporate Towers, Level 15, Nehru Place, New Delhi -110019(hereinafter referred to as "NOKIA", which expression shall unless repugnant to the context, be deemed to include its successors in interest and assigns)of the one part

And

Dayananda Sagar University - Bangalore technical institute validly organized and existing under section 3 UGC act 1956, having its office at Hosur Main Road, Kudlu Gate, Begur Hobli Bangalore – 560068 Karnataka India,(hereinafterreferredtoas"**DSU**", which expression shall unless repugnant to the context, be deemed to include its successors in interest and permitted assigns) of the second part

In this MoU, **NOKIA** and **DSU**are individually referred to as a "Party" and collectively as the "Parties".

AB ✓

Preamble

NOKIAisacompany engaged in manufacturing, supplying and services of networks equipment, terminals, accessories and connectivity solutions..

DSU is an education institute, which is recognized for its strength in research and education in instrumentation, computer science, and electronics engineering.

ThePartiesagree,inprinciple,toenterintonegotiationsondevelopinganagreement(hereinafterreferredto asthe"**AGREEMENT**")whereby**NOKIA**and **DSU**may agree to collaborate in India to develop curriculums or any other mutually agreed activities(hereinafterreferredtoasthe"**PROJECT**").

ThePARTIESwishtoworktogetherovertthetermofthisMoUtosettheformatandexactdetailsofthiscollaboration.Therefore,thisMoUsetsforththemutualunderstandingofthePartiesconcerningtheoutlineofthisAGREEMENTaswellasthebasicprinciples in this regard.

1 Understanding and Principles

1.1 The PARTIES intend to work together during the term of this MoU to collaborate on Learn with Nokia program, develop project prototypes and Nokia designed curriculum elective (2/3 credits) offered under the name Nokia course. Accordingly, both Parties shall work together on developing and shaping the curriculum guided by Nokia technological focus.

NOKIA's role may include:

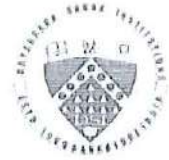
- Nokia experts on the **Board of Studies** of University to shape the engineering curriculum to reflect latest industry development.
- Deliver lectures to students by Nokia tech experts, curriculum based course offering and experiential learning.
- Mentoring with hands-on learning, prototyping and student projects.
- Chairing technical symposiums, mentoring students and delivering keynote addresses at the university campus.
- NOKIA may provide internship to students of DSU at its sole discretion and which can jointly be decided and agreed between DSU and NOKIA.

DSU's role may include:

- Actively work to set up proper framework, organization and implementation of the process, scope and content of overall education standards mutually agreed upon with NOKIA.
- Scheduling, delivery and rollout of learn with Nokia programs. distribution and dissemination of information, knowledge and materials through the courses are as per mission of DSU and agreed with Nokia.
- Fully implement the agreed training and material into its relevant technical curriculum, including but not limited to, integrating NOKIA programs teaching methods and certification of technical topics into the appropriate courses.

1.2 For the term of this MOU, DSU shall have the privilege of:

- Aligning the course curriculum jointly along with Nokia experts.
- Define the criteria for selection of students to participate into Nokia program under this collaboration.
- Participation in joint events and exhibitions where applicable and approved by NOKIA.
- Define the methodology of evaluation and criteria for elective course offered by NOKIA.



- 1.3 The Parties agree to disclose their intention to collaborate on PROJECT(S). It is clarified that the use of the other Party's trademark (including name/logo) will be subject to prior approval of the other Party and the relevant brand guidelines shared by other Party. However, details of this MoU are not intended to be disclosed. All disclosures shall be mutually agreed upon in written form before such disclosure and Information not agreed to be disclosed shall continue to be subject to the Non-Disclosure Agreement dated 23rd May 2018 executed by and between the Parties.

- 1.4 The Parties intend to realize the AGREEMENT according to a time schedule that will be mutually discussed and agreed between the Parties.

2 Legally binding provisions

- 2.1 The Parties shall not be contractually or legally committed to concluding the AGREEMENT.
- 2.2 Each Party shall bear its own - internal and external - costs connected with the activities and Project within the defined collaboration scope.
- 2.3 Either of the Parties shall be entitled to terminate the MoU at any time without stating the reasons by issuing a written notification to this effect to the other Party.
- 2.4 Each Party shall use any Information which it receives from the other Party during the course of implementation, only for the purposes for which it has been provided and subject to the terms of Non-Disclosure Agreement dated 23rd May 2018 by and between the Parties (where the term 'Information' has the meaning ascribed to it under the aforesaid Non Disclosure Agreement dated 23rd May 2018)
- 2.5 All disputes and disagreements arising out of the matters under or connection with this MoU shall, in the first instance, be resolved through mutual discussions/negotiations. Any dispute, which is not so settled by mutual discussions/negotiations, shall at the option of either Party and, upon written notice to the other Party, be referred for settlement through arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ('Act') and rules thereto. Arbitration shall take place at New Delhi, India by a sole arbitrator appointed by mutual consent or failing such mutual consent, in accordance with the Act and rules thereto and the proceedings shall be held in English language.
- 2.6 Additions and amendments to this MOU shall only be valid if made in writing. The requirement of the written form can as such only be waived in writing. The PARTIES shall have no right to assign their interests in this MOU.
- 2.7 This MoU shall come into force upon signature by both Parties with effect from the Effective Date and shall automatically terminate three (3) years from the Effective Date or at such time as the present MoU is expressly superseded by a subsequent agreement between the Parties hereto, whichever is earlier.
- Notwithstanding the above, the rights and obligations set forth in this MoU which have accrued prior to termination shall survive the termination or earlier expiration of this MoU for a period of five (5) years.
- 2.8 The language of this MOU and relationships ensuing there from shall be English. All correspondences, documents, data, or any other form of communication shall be in English.



- 2.9 This MOU is intended solely for the benefit of the Parties and nothing in it shall be construed to create any duty to, standard of care with reference to, or any liability to, or confer any right of suit or action on any person not a party hereto.
- 2.10 Neither Party shall be liable to each other in contract, tort or otherwise, for any indirect, special, consequential or incidental damages, costs or expenses, howsoever arising under or in connection with this MoU. Since this MoU only records the proposed understanding between the Parties, both Parties shall not have any liability under this MoU to each other, except under (i) the non-disclosure agreement dated 23rd May 2018 executed between the Parties and (ii) in case of gross negligence or wilful default. Notwithstanding anything to the contrary, NOKIA's liability under or in connection with this MoU shall not exceed INR One (1) lakh.
- 2.11 This MOU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF the Parties have executed this MOU on of the Effective Date, in two (2) or more counterparts, all of which shall be considered one (1) and the same MOU and each of which will be deemed an original.

NOKIA SOLUTIONS AND NETWORKS India Private Limited

For and on behalf of
Nokia

By:

Name: Ponni K

Title: Mobile Networks

Telco Cloud & SRN

Lead, Nokia

Bangalore University

Collaboration Lead

Date:

Place: Bangalore

By:

Name: Rajesh Krishna

Title: Nokia Bangalore
Technology Center Controller

Date:

Place: Bangalore



DAYANANDA SAGAR UNIVERSITY - Bangalore

For and on behalf of
DSU

By:

Handwritten signature of Dr. A.N.N Murthy in black ink.

Name: Dr. A.N.N Murthy

Title: Vice Chancellor, DSU

Date:

Place: Bangalore

By:

Handwritten signature of Dr. A.Srinivas in black ink.

Name: Dr. A.Srinivas

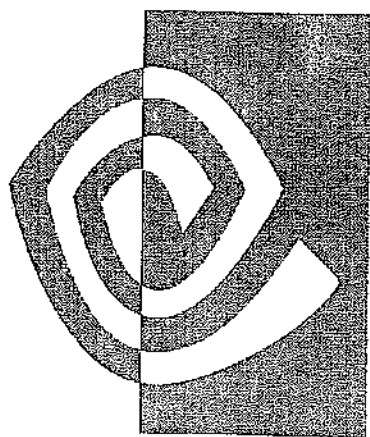
Title: Dean, School of Engineering,
DSU

Date:

28.1.2020

Place: Bangalore

DEAN - SCHOOL OF ENGINEERING,
DAYANANDA SAGAR UNIVERSITY,
KUDLU GATE, HOSUR MAIN ROAD,
BENGALURU - 560 068



nVIDIA®



To,

Date: 04/01/2016

**Prof. Janardhan
Pro-Vice Chancellor,
Dayananda Sagar University
Kudlu Gate, Bangalore.**

Dear Sir,

This is in further to the personal discussions I had with you; I have briefly outlined the engagement of NVIDIA with Dayananda Sagar University.

Salient Aspects of the proposed engagement between Dayananda Sagar University (DSU) and NVIDIA

PREAMBLE

NVIDIA is the leader in visual computing technologies and the inventor of the GPU, a high-performance processor which generates breathtaking, interactive graphics on workstations, personal computers, game consoles, and mobile devices. NVIDIA desires to promote its parallel computing architecture, CUDA, which harnesses the power of the GPU.

Dayananda Sagar University (DSU) is an educational institute of great influence in India and desires to work with NVIDIA by leveraging NVIDIA's existing GPU Education ecosystem to enrich its curriculum offerings and to foster an environment that promotes training and research in parallel programming.

NVIDIA GPUs have been widely adopted in High Performance Computing (CAD / CAM, Modeling & Simulation of Complex Systems) over the past five years, and much of this is to do with the large-scale efforts that NVIDIA has spent on developing its programming language CUDA.

NVIDIA made smart decisions about partnering with many universities to encourage adoption of the technology by academics. This was in addition to working with research centers across the globe to expand the CUDA user base.

Parallel programming is hard. It's not easy to have someone think about hundreds or even thousands of threads in parallel. That is the challenge. CUDA solves a big chunk of that programming issue.

45 Lecture Hours draft syllabus is readily on hand for a critical review by the University.

JS

TECHNOLOGY

General-Purpose Computation on Graphics Hardware

APPLICATIONS

- Engineering design and simulation
- Biomedical Sciences
- Interactive & Digital Media
- Embedded Systems
- Consumer Electronics
- CAD / CAM
- Automobile Industry
- Aerospace
- Weather Forecasting & Climate
- Medical Physics Visualization
- Computational Dynamics

PURPOSES

Create a sustainable partnership between DSU and NVIDIA as Industry & Technology partner

Faculty Development

- Facilitate engineering faculty to use GPU Parallel programming framework.
- Expose faculties to latest industry concepts in GPU Parallel programming framework.
- Prepare and benchmark faculties through continuous training programs.

Empower Students

- Introduce students to GPU Parallel programming frameworks thereby improve students' understanding and application of concepts
- Expose students to latest GPU Parallel programming frameworks through augmented training programs and prepare students to be ready for Industry absorption

NVIDIA Assures:

Software Access

NVIDIA agree to work with DSU to provide free access to CUDA parallel programming framework to all Departments within DSU. DSU agrees to promote awareness of the same to all Departments and support the Departments in accessing the same.

Introduction of Augmented Training Programs with NVIDIA as a Knowledge Partner

NVIDIA agrees to work with DSU's academy to launch courses on latest industry trends for all Engineering disciplines. NVIDIA agrees to work as a knowledge partner to support DSU in developing Course content for the same. These courses will be offered by faculties of the Partnering Departments to the Student community. The courses are developed with the objective to prepare Students on latest industry Concepts and be globally competitive.

Train the Trainer program

NVIDIA agrees to work with DSU to conduct faculty training programs for 2 faculties identified by DSU. NVIDIA agrees to conduct trainings for these experts on the courses that will be launched and develop them into master trainers. The master trainers are then expected to train other faculties & to prepare them to deliver the agreed courses to the students.

Immersive Learning for Students

The courses are designed to encourage Applied learning where students are evaluated based on understanding concepts and applying programming knowledge into application areas. Student project is a representation of technology use in learning and to gain practical knowledge in the domain. DSU agrees to facilitate the process as appropriate.

ACTION ITEMS

NVIDIA:

- NVIDIA agrees to provide inputs to frame the content based on the market need
- NVIDIA agrees to provide resources either directly or through its channel partners to train master trainers and thereafter supporting DSU to conduct the courses successfully
- NVIDIA agrees to provide courses, learning & training materials to the instructors
- NVIDIA agrees to provide support in reviewing the student project

DSU:

- DSU agrees to provide necessary space and equipment as required by NVIDIA for the same
- DSU agrees to recruit master trainers and prepare them to train faculties on the above courses
- DSU agrees to publicize launch activities of the program.
- DSU and NVIDIA agree to evaluate the progress and review at regular intervals and ensure that participating institutions properly implement the programs.
- DSU and NVIDIA agree to provide a quarterly progress report.
- DSU agrees to encourage the faculty members and students to use NVIDIA CUDA Parallel Programming framework in their regular learning.

NVIDIA AND DSU AGREE TO CO-OPERATE AS FOLLOWS

- An Implementation Committee by mutual consent will coordinate the activities.
- Both the parties shall permit their respective experts to contribute in the teaching/training programs conducted by either organization through mutual consent.
- Both the parties shall obtain permission from the other prior to the use of respective name and logo in promotional literature and advertising material related.

For NVIDIA GRAPHICS INDIA.

S. Siva Sankaran L
Siva Sankaran. L

MEMORANDUM OF UNDERSTANDING

BETWEEN

Dayananda Sagar University (DSU)

AND

Prayoga Institute of Education Research (Prayoga)

October 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered between **Prayoga Institute of Education Research** (hereinafter referred to as "Prayoga"), registered under the Indian Trusts Act of 1882, a not-for-profit, education research organisation and research centre located at Sy no 133, Ravugodlu, Bolare Post, Off Kanakapura Rd, Bengaluru - 560082 and represented by **Mr. Vallish Herur, Managing Trustee – Prayoga**

On one hand and

Dayananda Sagar University (hereinafter referred to as DSU), established under Karnataka Act No 20 of 2013, is a State Private University situated at Shavige Malleswara Hills, Kumaraswamy Layout, Bangalore – 560 111 and represented by **The Registrar, DSU** on the other hand

and

Whereas, Prayoga is a not-for-profit, education research organisation which intends to bring about a transformation in society by enhancing the utility and quality of learning through research, by combining education research and social initiatives.

Whereas, DSU is a State Private University established under Karnataka Act No 20 of 2013 to carry out teaching, training, research, consulting and other related activities,

Hereinafter **Prayoga** and **DSU** are collectively referred to as "**PARTIES**" and individually as a "**PARTY**".

2. PURPOSE

Prayoga and DSU wish to associate themselves by entering into this MOU with a view to utilize the infrastructure, computing and senior engineering expertise available at DSU along with the industry and domain expertise of Prayoga towards benefiting both the organizations to carry out the following:

- Enhance Education Research through a series of initiatives;
- Take Prayoga inputs to enhance DSU's academic curriculum and pedagogical methodologies to bring it in line with the needed developments in higher education;
- Utilize the latest academic advances available with DSU to help Prayoga's technology and Processes;
- Develop short-term and long-term academic programs jointly;
- Organize and conduct programs to enhance student knowledge through activities such as Guest lectures, Seminars, and Workshops jointly;

- Provide opportunities for personnel to engage in teaching/research at the other Centre;
- Provide opportunities for personnel to engage in learning opportunities at the other Centre;
- Provide opportunities to conduct research projects/internships at DSU and Prayoga by utilizing the intellectual, laboratory and infrastructure available at both centres.

3. PRODUCTS / SERVICES

3.1 Prayoga: Infrastructure in terms of laboratories, research equipment, and researchers as well as research students

3.2 DSU: Infrastructure in terms of laboratories, research equipment and senior professors with R&D and industry experience

3.3 The faculty group has experience in biology, biotechnology, neurosciences, organic chemistry, synthetic chemistry, protein chemistry, nanochemistry and nanotechnology, green chemistry, electronics, theoretical physics, etc.

4. RESPONSIBILITIES OF DSU

- 4.1 Provide access to Prayoga Researchers to utilize the support of DSU's Professors, Students and Laboratories while implementing various initiatives
- 4.2 Providing access to test facilities at DSU whenever required
- 4.3 Support from DSU's skilled staff members in supporting R&D Projects of Prayoga which are normally to be performed in a time-bound manner
- 4.4 Mutually agreeable detailed plan will be worked by the Program coordinators to plan and commence the activities.
- 4.5 Identify students for projects and faculty for sabbatical in consultation with Prayoga

5. RESPONSIBILITIES OF Prayoga

- 5.1 Nominate its personnel, as and when required, to interact with DSU and execute joint projects.
- 5.2 Identify appropriate Prayoga personnel to be on DSU's Board of Studies for various courses
- 5.3 Depute appropriate Prayoga personnel for guest lectures, student interactions, skills development in discussion with DSU

6. JOINT RESPONSIBILITIES

- 6.1 Prayoga and DSU would each appoint a Program Coordinator, who will champion the implementation of this MOU within their organizations
- 6.2 The Program Coordinators would meet at least once a quarter or as and when needed to review the functioning of MOU and plan the actions towards

improvement, if required. The minutes of meetings would be prepared and circulated to the respective management for their approval. Any improvements shall be ratified by the managements of both organizations in writing before implementation.

- 6.3 Both Prayoga and DSU will publish such results which are suited for publication and share the intellectual properties emerging from such studies with due agreement initiated before filing IPR Applications.
- 6.4 Both Prayoga and DSU will care for highest standards of academic conduct and any misconduct will be reported to the VC (DSU) or Chief Mentor (Prayoga).

7. RELATIONSHIP BETWEEN THE PARTIES

- 7.1 The relationship between Parties is in the nature of strategic alliance and nothing contained in this MOU shall be construed so as to constitute a partnership between the Parties or so as to constitute either Party as the agent of other and both the Parties carry their own responsibilities and liabilities without any recourse to other Party.
- 7.2 Whenever an Initiative/Project is executed, the financial modalities involved would be discussed through a documented minute of the meeting signed by the coordinators of both Parties taking into account, the size, duration, resources etc.

8. DURATION AND OPERATION OF MOU

This MOU comes into effect from the date of signing by both Parties. This would be initially in operation for a period of THREE years and subsequently extendable subject to mutual consent between both Parties.

9. CONFIDENTIALITY

All information and/or documents exchanged between the Parties pursuant to this MOU shall not, under any circumstances, be released by the receiving Party to any other third party or to public without prior written consent of the originating Party. This would further be governed by the NDA, attached to this MOU.

10. TERMINATION

This MOU, unless otherwise extended by mutual agreement of the parties, shall terminate upon happening of any of the following events:

- (a) Termination by mutual consent.
- (b) Termination by either Party due to breach of any of the covenants hereof by the other, with three months prior notice to the defaulting Party.
- (c) In case of termination, the contents of Termination are obligatory to the full extent.

- (d) Notwithstanding the above, termination shall not prejudice any obligation that has arisen prior to the date of effective termination between the Parties and / or obligation of either Party to any other third party.

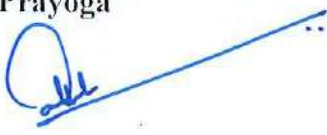



11. GOVERNING LAW

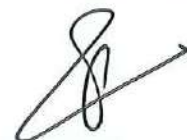
This MOU shall be governed by the laws of Republic of India.

12. DISPUTE SETTLEMENT

Disputes, if any, arising out of this MOU will be mutually discussed and settled without any obligation on either Party, failing which, the disputes shall be referred to Arbitration of two Arbitrators, one each to be appointed by the Parties and a third Arbitrator shall be appointed by the two Arbitrators appointed by the Parties, who shall act as 'Presiding Arbitrator'. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules framed there under and in Indian Laws. Courts at Bangalore alone shall have sole jurisdiction to decide any issue arising out of the Arbitration or this MOU.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands to this MOU on 13/10/2021 written in the presence of witnesses.

for Prayoga 	for DSU 
Name: Mr. Vallish Herur	Name: Dr. C. Puttamadappa
Designation: Managing Trustee	Designation: Registrar
Sy no 133, Ravugodlu, Bolare Post, Off Kanakapura Rd, Bengaluru - 560082	Dayananda Sagar University Shavige Malleswara Hills, Kumaraswamy Layout, Bangalore - 560 111
Witness	Witness
1  (Dr. H.S. NAGARAJA)	1  (V. KRISHNA MURTHY)
2  (Dr. K.S. NAGABHUSHANA)	2  (Dr M.K. BANGA)



MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is entered on 11/10/2021 by and between Prayoga Institute of Education Research (hereinafter referred to as "Prayoga"), located at at SY no 133, Ravugodlu, Bolare Post, Off Kanakapura Rd, Bengaluru - 560082, and DSU situated at Shavige Malleswara Hills, Kumaraswamy Layout, Bangalore – 560 111 (Each hereinafter referred to as a "Party" and together the "Parties which term shall, wherever the context admit, mean and include its / their successors-in-interest and permitted assigns").

WHEREAS, the Parties desire to explore the possibility of a business relationship of mutual interest; and

WHEREAS, the Parties may disclose to one another certain confidential information regarding their products, product development, technologies, marketing information and strategies, financials and businesses; and the said Information shall not be used or disclosed by Parties for any other purpose, other than as stated in this agreement.

WHEREAS, the Parties desire to protect their patent and other proprietary rights and further desire to prevent the unauthorized disclosure of information regarding their products, processes and technologies; and

WHEREAS, the Parties wish to have their respective "Confidential and Proprietary Information," as defined below, treated as confidential and proprietary.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Confidential and Proprietary Information

- (a) "Confidential and Proprietary Information" as referred to in this Agreement shall mean all information not in the public domain or otherwise excluded pursuant to Clause 2 below, in any form emanating from either Party or their agents, licensees or suppliers, and relating to either Party or any of their services or products, which is used in the business of either Party. Confidential and Proprietary Information may include, but is not limited to, all technology, trade secrets, know-how, data, designs, drawings, formulas, technical information; research and development programs; product specifications; manufacturing methods, procedures, and processes; computer software and output; marketing data, customer lists, sales and customer information; financial and cost data, estimates, and projections; product, marketing, and business plans and strategies; together with analyses, studies, and any other documents or compilations of business information whatsoever, whether



- written or unwritten, which contain or otherwise reflect any such information, data or material.
- (b) Any information which is expressly designated as confidential or proprietary information shall be treated as confidential or proprietary information, but information not so expressly designated shall still be treated as confidential or proprietary information provided the recipient is informed of the same in writing within 15 days of the receipt of such information.
- (c) Each Party hereunder agrees to use its best efforts to prevent disclosure of the other Party's Confidential Information, such effort to include but not be limited to protecting the Confidential Information with the same degree of care as the Party protects its own Confidential Information, except that it shall not use less than a reasonable standard of care.

2. Exclusions. Confidential and Proprietary Information shall not include:

- (a) Information that is in the public domain at the time of disclosure, or thereafter comes into the public domain (other than by breach of this Agreement by the recipient); or (b) information properly in the possession of the other Party prior to its disclosure by the other Party, or which is independently developed without resort to the disclosed Confidential and Proprietary Information and substantiated by documentation; or (c) information which is disclosed to either Party in good faith by a third party unaffiliated with either Party with the legal right to make such disclosure; or (d) information for which either Party by written agreement authorizes unrestricted use and (e) Information disclosed as required by Laws, Rules and Regulation of the country (f) Information that is not explicitly stated as Confidential or Proprietary by the Party.

3. Notice of Disclosure: If either Party believes any information provided by the other Party to be within the exceptions provided in Clause 2 above, at least (10) days prior to disclosing such information to any third party, such Party shall provide the other Party with written notice of intent to disclose, identifying the information to be disclosed and the basis for the claim that the information falls within any such exception.

4. Title. Each Party shall retain title to all Confidential and Proprietary Information which is disclosed in any form or manner to the other Party. Each Party represents that it has the legal right to make disclosures under this Agreement.

5. No License. Nothing in this Agreement is intended to grant license rights under any patent or copyright or any other proprietary right of either Party. Each Party, or



its agents, employees, officers or representatives shall not, without the other Party's prior written consent, apply for any patent, copyright or design registration in respect of Confidential and Proprietary Information furnished by the other Party or any invention or design contained therein or based thereon. Except as otherwise provided, nothing contained in this Agreement shall be construed as granting to or conferring upon either Party any express or implied rights, by license, estoppels or otherwise, to any Confidential and Proprietary Information or to any invention or discovery or patent which is made or acquired prior to or after the date of this Agreement based on any Confidential and Proprietary Information disclosed under this Agreement.

6. Use of Confidential Information. It is also specifically agreed by the Parties herein that this Agreement is restricted only with respect to the covenants regarding confidential information disclosed by either Party to the other for the purpose of exploring the possibility of a business relationship.
7. Restriction on Disclosure. All Confidential and Proprietary Information disclosed in any forms or manner by either Party to the other Party on or after the date of this agreement regarding the subjects identified in Clause 1 shall be held in strict confidence by the other Party and will not be duplicated, used, or exploited for any purpose other than activities directed at the furtherance of the goals as mutually agreed by the Parties, and shall be disclosed to only those employees of either Party who are directly concerned with such activities and have a bona fide need to use such information. Confidential and Proprietary Information furnished by one Party to the other Party may not be disclosed in any form or manner to a third party without first obtaining prior written approval from the furnishing Party.
8. Term. This Agreement shall commence on the date of signing of this Agreement and shall continue for Three (3) year(s) with respect to any disclosure of Confidential or Propriety Information. Upon expiration or termination of this Agreement arising due to natural or intentional termination, the Parties herein shall immediately cease any and all disclosures or uses of Confidential or Proprietary Information, and at the request of the disclosing party, the other party shall return all Confidential or Proprietary Information, and all copies thereof within one (1) month.
9. Survival. The obligations of the Parties herein with respect to disclosure and use of Confidential and Proprietary Information acquired from either party shall survive expiration or termination of this Agreement and shall survive for a period of 5 years from such even or until such time as all such Confidential Information



disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party whichever occurs latter.

10. Remedies for disclosure: Each Party acknowledges that any unauthorized disclosure or misuse of any Confidential Information relating to the other Party could have a material adverse effect on the other Party and its Affiliates and damages may be inadequate compensation for breach of this Agreement; and either Party may, without prejudice to any other rights and remedies otherwise available, by an injunction or similar remedy, stop any conduct or threatened conduct which is or which will be in breach of this Agreement, without proof of actual damages.
11. Return of Confidential and Proprietary Information: All confidential and Proprietary Information and copies thereof shall promptly be returned upon the other Party's written request, and unless otherwise agreed, shall be returned within one month's time. At DSU's option, the Confidential Information may instead be destroyed by DSU, provided an authorized officer of DSU supervises and certifies such destruction to Prayoga within five (5) days. Following such destruction or return, DSU shall certify such destruction and/or return in writing to Prayoga and confirm that it has not retained any such Confidential Information. This clause applies also to all other documents/memoranda/notes and other writing whatsoever prepared by Prayoga or its employees based on the information in the Confidential Information.
12. Advertising: Each Party agrees that it will not use the other Party's name in any way for its advertising or promotional purposes without first obtaining prior written consent of the other Party.
13. Arbitration: This Non-Disclosure Agreement (NDA) shall be governed by laws of Republic of India. All disputes and differences which may arise between the Parties hereto and which cannot be settled amicably with regard to the construction, meaning and effect of this Agreement or any part thereof or in any way related to or pertaining thereto shall be referred to a panel of 3 (Three) arbitrators. Each Party shall nominate an arbitrator and the arbitrators so nominated shall appoint a third arbitrator, who shall be the chairman of the arbitral panel. The Award made by such arbitral panel shall be final and binding on the Parties hereto and this agreement shall be deemed to be a submission to Arbitration within the meaning of the Arbitration and Conciliation Act, 1996, including any statutory modifications and/or re-enactments thereof from time to time.
14. Severability: If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions

shall continue in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

15. Relationship of Parties: This Agreement is not intended to and shall not be construed as creating a joint venture / partnership Agency or other formal business arrangement between the Parties. Neither Party shall have the authority to bind or otherwise obligate the other Party. Each Party represents that the individual signing below has the requisite authority to legally bind the Party represented by that individual.
16. No Waiver: The failure of either Party to enforce any rights resulting from breach of any provisions of this Agreement by the other Party shall not be deemed a waiver of any rights relating to a subsequent breach of such provision or of any other right hereunder.
17. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all other communications, oral or written, relating to the subject matter hereof.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT.

for Prayoga



Name: **Mr. Vallish Herur**
Designation: **Managing Trustee**
Sy no 133, Ravugodlu, Bolare Post,
Off Kanakapura Rd,
Bengaluru - 560082

for DSU



Name: **Dr. C. Puttamadappa**
Designation: **Registrar**
Dayananda Sagar University
Shavige Malleswara Hills,
Kumaraswamy Layout,
Bangalore - 560 111



MUTUAL NON-DISCLOSURE AGREEMENT

Other Party's Full Legal Name	Dayananda Sagar University
Other Party's Address	Innovation Campus , Kudlu Gate , Hosur Road , Bang

This Mutual Confidentiality Agreement ("**Agreement**") is entered into and effective as of the last date of execution below (the "**Effective Date**") by and between **salesforce.com, inc.**, having its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105 ("**SFDC**"), and the party named above.

Subject to the terms of this Agreement, the parties wish to disclose to each other Confidential Information (as defined below) related to the following "**Business Purpose**": evaluation of SFDC services and related discussions concerning potential business relationship.

1. Definition of Confidential Information. "**Confidential Information**" means all confidential information received by a party or any of its Affiliates, defined below, ("**Recipient**") from the other party or any of its Affiliates ("**Discloser**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including but not limited to, this Agreement and any negotiations, discussions or agreements entered into pursuant to this Agreement, discoveries, inventions, ideas, research, experimental work, concepts, know-how, processes, designs, specifications, drawings, sketches, blueprints, tracings, diagrams, models, samples, data, algorithms, computer programs, software source documents, financial information, business plans, sales plans, marketing plans, products, services, procurement requirements, customer information, pricing and any other proprietary or confidential technical, financial or commercial information. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**" (as used in the preceding sentence) means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, part of the public domain through no fault of Recipient; (ii) is received by the Recipient from a third party without any obligation of confidentiality owed to the Discloser by the third party; or (iii) is already known to Recipient or at any time thereafter is developed independently by Recipient. If, regarding information under (ii), Recipient becomes aware at any time that the source was not entitled to disclose the information, then such information shall be deemed Confidential Information from that time forward.

2. Non-Use and Nondisclosure Obligations. Recipient shall not, in any way, use or disclose any Confidential Information of Discloser except as necessary in connection with the Business Purpose or with Discloser's prior written consent. Recipient shall not reverse engineer, disassemble or decompile any software or tangible objects embodying any Confidential Information of Discloser. Recipient shall not disclose or otherwise make available any Confidential Information of Discloser to anyone except those of its employees, attorneys, agents and consultants who need to know the Confidential Information in connection with the Business Purpose and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Each party shall safeguard all Confidential Information of the other party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information of like kind. Neither party shall disclose any information to the other party in violation of any confidentiality obligations to, or proprietary rights of, any third party. Recipient's obligations under this Agreement with respect to any Confidential Information shall remain in effect (a) in the case of Confidential Information which constitutes a trade secret within the meaning of applicable law, for as long as such Confidential Information remains a trade secret, or (b) for five (5) years from the date it first received such Confidential Information hereunder.

3. Compelled Disclosure. If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the disclosure. Recipient shall use commercially reasonable efforts to limit any such disclosure, to the extent required and to obtain confidentiality protections to the extent reasonably practicable.

4. Ownership of Confidential Information and Other Materials. As between Discloser and Recipient, Discloser shall be the sole and exclusive owner of all of its Confidential Information and no license or other rights to the Confidential Information are granted or implied hereby. All tangible materials furnished to one party by the other shall remain the property of the party furnishing such materials and shall be returned to that party promptly upon its reasonable request, together with any copies thereof.

5. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and continue until this Agreement is terminated as provided in this Section. Either party may terminate this Agreement upon five (5) days' written notice of such Agreement #«`apts_agreement_ff_agreement_number`»

termination to the other party. Notwithstanding the foregoing, all rights of a Recipient to use or disclose Confidential Information of Discloser shall automatically terminate upon any merger, stock acquisition, or corporate reorganization of Recipient, or sale of all or substantially all of Recipient's assets, where the surviving or controlling entity after the transaction is a direct competitor of the Discloser. Upon any termination of this Agreement and at the Discloser's written request, Recipient shall return to Discloser or destroy (at the option of Discloser) all tangible materials embodying Confidential Information of Discloser disclosed to Recipient pursuant to this Agreement. Recipient's obligations under Section 2 shall survive any termination for the period described in that Section.

7. General Provisions.

7.1 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

7.2 Severability. Should any provision of this Agreement be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

7.3 Assignment. Neither party shall assign or transfer, by operation of law or otherwise, any rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization or sale of all or substantially all of its assets not involving a direct competitor of the other party.

7.4 Governing Law and Venue. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflict of laws provisions. The state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each party consents to the jurisdiction of those courts.

7.5 Injunctive Relief. The parties acknowledge that a breach of any of the provisions contained in this Agreement may result in irreparable and continuing harm for which there will be no adequate remedy at law and that the non-breaching party shall be entitled to seek injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).

7.6 Export Control Laws. Each party shall comply with all United States and foreign export control laws or regulations applicable to its performance under this Agreement.

7.7 Entire Agreement and Construction. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. This Agreement does not supersede or amend any existing agreement between the parties for the purchase or use of either party's products or services.

7.8 Counterparts. This Agreement may be executed in counterparts which, taken together, shall form one legal instrument.

Acknowledged and Agreed:

SALESFORCE.COM, INC. DocuSigned by:
Lou Dora
By: _____
E48DFAE819640B...
Print Name: Lou Dora
Title: VP, Finance Operations
Date: 8/14/2018

CUSTOMER DocuSigned by:
DR Puttamadappa C
By: _____
22A5CB65B458472...
Print Name: DR Puttamadappa C
Title: Registrar
Authority Level: Dayananda Sagar University
Date: Apr-20-2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MoU) is made and entered into on this day of March 2019 between

**Director, School of Basic and Applied Sciences, Dayananda Sagar University
Kumarswamy layout Bangalore-560078**
(herein referred to as party of the First part)

and

**Director, Sangene Biotech, 24/A, Rama Reddy Road, Krishna Reddy Colony, Domlur
Layout, Bengaluru-560071, Karnataka State, India represented by its Director,** (herein referred to as party of the Second part),

is as below.

1. WHEREAS, the party of the first part Dayananda Sagar University is a University having higher educational programs in the area of Arts, Science, Commerce & Business Management.
2. WHEREAS the party of the first part, has in all post-graduate departments in various disciplines started from time to time right from the inception of the University.
3. WHEREAS the party of the second part, is a independent Research, Development and Consulting Entity in the field of life sciences with rich and diverse experience in providing novel and innovative solutions through scientific approach, recognized by BCIL New Delhi for the BTFS programme and an affiliated Research centre and in the context party of the first part, and the party of the second part, have decided to come together and work together in furtherance of their research activities and in the context the party of the first part, and the party of the second part, wish to exploit that complementarity and to work for the mutual benefit.
4. Whereas in the context, in consideration of the objects set out herein above, and in furtherance of the intention to carry out the objects for which this Memorandum of Understanding is concluded, the parties, reduce their agreed terms by this Memorandum of Understanding by defining the objectives, the extent and the limits of the relationship.

5. Objectives

- 5.1. This MOU will serve as an understanding document, and as a guideline, for mutual benefit and to explore the possibility of collaborative research and development and the application of, Health and Life Sciences.
- 5.2. The party of the first part, and the party of the second part, shall jointly apply for research grants from international funding agencies, respective national agencies, industry and any other reputable sources of funding. The Parties will also develop the specific work plans focusing on priority areas which should contain cooperative actions and/or joint ventures. Each specific work plan should include specifications on its scope, co-ordination

and administration, resource allocation, expert and professional exchanges, administrative issues, and any other information deemed necessary for achieving the objectives.

5.3. The financial arrangement relating each project agreement and programs of cooperation shall be in accordance with the specific agreement and programs of cooperation covering all areas of each project. The terms with respect to title and exploitation of intellectual property, including trademarks and service marks, copyrights, patent designs and confidential information on the subject of such intellectual property, inventions and innovation will be negotiated on a project-by-project basis on the specific project agreements and programs of cooperation subject to the conditions of the sources of funding, if any, for that specific project wherever applicable.

5.4. Resources that include infrastructure, laboratory space and lab equipment shall be shared by the party of the first part and the party of the second part, on mutual understanding basis.

5.5. The employees and Scholars of the party of the second part, will be permitted to register for M.Phil./PhD/Post-doc programs under Dyananda sagara university under the party of the first part, in accordance with the Statutes that are applicable for such registration. The Principal Investigator will be from the party of the first part, and Co-Principal Investigator shall be from the party of the second part.

5.6. A Single Point of Contact would be assigned to a person from both sides for interactions and for sign-offs.

5.7. The party of the second part, will, whenever possible allow Internships/Academic Projects for the students deputed by the party of the first part, by its Post Graduate and Undergraduate Department of Biotechnology, Microbiology and Biochemistry, provided the student clears the acceptance criteria by the respective scientific personnel in the party of the second part, and the availability of infrastructure resources. A certificate of recognition of industry experience will be provided by the party of the second part, upon successful completion of the assignment by the intern(s).

5.8. Any Intellectual property generated from all the projects of the party of the second part, where the students the party of the second part, are taken as interns, would be under the sole ownership of the party of the second part.

5.9. The party of the second part, will whenever possible allow, employees of the party of the second part, to utilize the infrastructure resources at the party of the first part.

5.10. Any Intellectual property generated from all projects of the party of the first part, where the employee of the party of the second part, are taken as scholars/research, fellows would be under the sole ownership of the party of the first part.

5.11. Any Intellectual property generated from the joint research of the party of the first and the party of the second part, it shall be shared by the party of the first part, and the party of the second part, jointly and equally.

6. Period of Performance

6.1. This Memorandum of Understanding shall commence as on the effective date and remain in force unless terminated by either Party. Either party may terminate this MoU by giving the

10.6. Compliance with Law. Each Party agrees that it shall comply with all applicable laws, regulations and ordinances in connection with its conduct of its business associated with this MoU.

10.7. Publication: The Parties will consult with each other before issuing any press release, scientific publication or otherwise making any public statement or other disclosure with respect to this MoU. Neither Party will issue any such press release/ publication or make any such public statement or other disclosure prior to receiving written approval from the other Party, whose consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties have executed this MoU this day of April 03, 2019.



1. Registrar,
Dayananda sagar University
Kumarswamy layout, Bengaluru-560078
Karnataka. India.



2. Dr Sunil More
Professor and Dean
School of basic and applied Sciences
Dayananda sagar University
Kumarswamy layout Bangalore-560078

(the party of the first part)



1. Dr.Prasad.M.P
Managing Director
Sangene Biotech
Krishna reddy Colony, Domlur Layout,
Bangalore-560071, Karnataka, India

(the party of the second part)



Order Form

SAS Institute (India) Pvt Ltd ("SAS")
4 and 5 North Avenue, Maker Maxity, 3rd Floor,
Bandra Kurla Complex, Bandra East,
Mumbai 400051, Maharashtra
India
Tel.: (91) 22 6749 2229 - Fax: (91) 22 6749 2299
<http://www.sas.com>

Customer:
DAYANANDA SAGAR UNIVERSITY

Address:
Kudlu Gate, Hosur Main Road,
Bengaluru, KA, 560068

Taxpayer ID/VAT/GST Number:	Territory: India	Currency: Indian rupee
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Software

If no effective date is listed below, the effective date will be earlier of the 15th or the last date of the month immediately following Customer's acceptance or signature.

Offering	Pricing Metrics, Quantity and Other Usage Parameters	Operating System	License Period 1 Fees
JMP Academic Suite	Academic License-Teaching and Research Department (MBA Department) JMP Academic Suite SAS e-Learning Software Usage Terms	MX64 - Macintosh For X64/ WX6 - Microsoft Windows For X64	INR 1,17,200/-

Invoicing

SAS will invoice all Fees in advance of each License Period.

Pricing Metrics and Additional Usage Parameters

Pricing Metrics

- Department** – The Software may be accessed and used only by Users and Students for the purposes of participating in Teaching and Research activities, as defined herein, conducted within a single school or college of a DGI that is dedicated to a single subject and is located in the Territory ("Department"). Where there are multiple Departments within a single school or college, a separate license is required for each Department that will use the Software. Notwithstanding anything in the Agreement to the contrary, the Software may be installed on any number of items of Authorized Hardware running the operating systems identified in this Supplement or requested by Customer as specified below. Authorized Hardware may consist of physical computers or Virtual Machines. A "Virtual Machine" is a virtual computing environment created using commercially available virtualization software. The license granted hereunder authorizes Customer to use the Software on all SAS supported Windows based operating systems as well as two (2) additional SAS supported operating systems as selected by Customer ("Authorized Operating Systems"). Customer shall designate Authorized Operating Systems in this Supplement or may subsequently request Authorized Operating Systems in writing, subject to the above limitations, during any annual license period. Customer may, upon written request, exchange one (1) of the two (2) non-Windows based operating systems with another SAS supported operating system and such exchange shall become effective as of the beginning of the next annual license period provided, however, that no exchange of operating systems shall be permitted after SAS has provided a full-term Product Authorization Code for the applicable license period. Customer may license additional operating systems upon execution of applicable SAS licensing documents and payment of applicable license fees.

Additional Usage Parameters

- Academic License-Teaching and Research** - Customer hereby certifies (i) it is a post-secondary Degree-Granting Institution ("DGI") or (ii) a DGI maintains statutory or other legal authority over Customer's general budget and contracting rights or (iii) it is a kindergarten, primary school or secondary school or is a government department or agency that supports or operates such academic institutions ("K-12"). If the second certification applies to Customer, the Software may not be used by such DGI nor shall such DGI benefit from Customer's use of the Software. Customer agrees to immediately notify SAS in writing of any change in the certification made herein. Such change may result in additional license fees based upon SAS' then current commercial fee schedule for the Software and may require that Customer sign

appropriate licensing documents, "Customer's employees", as used in the Agreement, shall include Customer's faculty members and staff. Students registered with Customer to take classes on campus or via the Internet shall hereinafter be referred to as "Students". Customer may distribute personal computer Software to its employees and Students using Customer's internal distribution process. Provided the amount recovered does not exceed Customer's actual cost associated with such distribution process, Customer may recover the administrative costs for such internal distribution of the Software from its employees and Students. Customer must sign the Academic Home Use and Remote Access Amendment to distribute Software for use on employee or Student owned personal computers and/or to provide employees and/or Students with remote access to Software installed on Customer's Authorized Hardware. Software license fees are based upon, and usage rights are limited to, the purposes defined herein. Subject to the terms of the Agreement, the Software may be used by Users and Students only in conjunction with classroom instruction and coursework directly related to Customer's post-secondary degree requirements, including the formulation of theses and dissertations, and Customer's noncommercial research activities if Customer is a DGI or only for classroom instruction if Customer is a K-12 ("Teaching and Research"). If Customer is licensing a Software bundle or suite ("Software Suite"), Customer acknowledges that SAS may from time to time change the Software product mix of the Software Suite. If SAS adds Software to the Software Suite after delivery to Customer, SAS is not obligated to notify Customer of such addition or to provide the additional Software unless requested by Customer. The license for all such additional Software provided to Customer will be governed by the terms of the MLA, this Supplement and any additional terms provided to Customer by SAS when the additional Software is delivered. If SAS removes Software from the Software Suite or discontinues licensing the Software Suite, SAS will notify Customer at least thirty (30) days prior to the license anniversary date and any changes to the Software Suite will become effective as of the beginning of the next annual license period.

- JMP Academic Suite** - JMP Academic Suite is a training and Software bundle which includes web access to all currently-available SAS e-Learning course for JMP software and a license to JMP and/or JMP Pro (collectively, "JMP Software") available on all operating systems currently support by SAS. Notwithstanding the foregoing, Professor licenses for JMP Academic Suite include JMP and/or JMP Pro for a single SAS-supported operating system. Customer will indicate which JMP Software Customer wishes to receive and which SAS-supported operating system(s) Customer will use for the JMP Software upon execution of this Supplement. Customer may, at any time during an annual license period, request, in writing, either of the JMP Software products for any SAS-supported operating systems Customer did not initially request, subject to the operating system restrictions set forth above. Customer acknowledges that SAS may from time to time change the SAS e-Learning offerings and the JMP Software product mix and supported operating systems. SAS is not obligated to notify Customer of any such additions or to provide the additional components unless requested by Customer. The license for all such additional components SAS provides to Customer will be governed by the terms of the MLA, this Supplement and any additional terms SAS provides to Customer when SAS delivers the additional components. If SAS removes JMP Software, supported operating systems or SAS e-Learning courses from the JMP Academic Suite, SAS will notify Customer at least thirty (30) days prior to the license anniversary date and any changes to the JMP Academic Suite will become effective as of the beginning of the next annual license period.
- SAS e-Learning Software Usage Terms** - Customer must notify SAS in writing prior to receiving Software as to whether the Software will be downloaded by the Customer or if the Customer will access the Software on the SAS website. If the Customer accesses the Software on the SAS website, Customer hereby agrees that the use of the Software is also governed by the SAS website Terms of Use found at www.sas.com/Copyright.html. SAS agrees that notwithstanding any "clickwrap" or "clickthrough" license terms that the Customer must approve to download or access the Software, the terms and conditions of this Agreement shall control and the "clickwrap" or "clickthrough" license terms shall be of no force or effect. Customer specifically agrees that it will not disclose, distribute or make available the download/access codes to the Software other than to authorized Users.

How this Order Form Works

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the "Agreement":

Document	Location
This Order Form	Not applicable
JMP Software Addendum	https://www.sas.com/jmp-addenda-software
SAS Universal Terms	https://www.sas.com/universal-terms

The individual signing or accepting this Order Form must have the authority to bind Customer to the Agreement.

By Clicking Accept I agree that I am accepting on behalf of the Customer

	Sales confirmation	<input checked="" type="checkbox"/>
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LGL5723
Last Revised: June 2021

Accepted on behalf
of Customer by
Prof. Nisha Goyal
23-Feb-2022 | 2:54 AM EST

Certificate Of Completion

Envelope Id: 7122444EC21B4DCFB19DF02E8A383F60	Status: Completed
Subject: Please DocuSign: SAS Order Form - DAYANANDA SAGAR UNIVERSITY	
Source Envelope:	
Document Pages: 2	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Jyoti Vaswani
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	P.O. Box 610
	Cary, NC 27512
	Jyoti.Vaswani@sas.com
	IP Address: 209.112.106.2

Record Tracking

Status: Original	Holder: Jyoti Vaswani	Location: DocuSign
2/18/2022 5:05:42 AM	Jyoti.Vaswani@sas.com	

Signer Events

	Signature	Timestamp
Melisa Muhamed melisa.muhamed@jmp.com SAS Institute Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 118.100.151.166	Sent: 2/18/2022 5:11:38 AM Viewed: 2/20/2022 8:52:32 PM Signed: 2/20/2022 8:53:26 PM
Prof. Nisha Goyal nisha.goyal@dsu.edu.in Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/21/2022 3:37:52 AM ID: 0be30e9f-83f5-48dd-9b5f-1b7c5cd223e3	Completed Using IP Address: 182.75.61.210	Sent: 2/20/2022 8:53:28 PM Viewed: 2/21/2022 3:37:52 AM Signed: 2/23/2022 2:54:59 AM

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jyoti Vaswani licensing.india@sas.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/23/2022 2:55:02 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/18/2022 5:11:38 AM
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Envelope Summary Events

	Status	Timestamps
Certified Delivered	Security Checked	2/21/2022 3:37:52 AM
Signing Complete	Security Checked	2/23/2022 2:54:59 AM
Completed	Security Checked	2/23/2022 2:55:02 AM

Payment Events

Electronic Record and Signature Disclosure

Status

Timestamps

CONSUMER DISCLOSURE

From time to time, SAS Institute Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SAS Institute Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: brian.wilson@sas.com

To advise SAS Institute Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at brian.wilson@sas.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to brian.wilson@sas.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
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19/2/2021

Stamp Duty Payment Details

This is payment confirmation challan (not an eStamp Certificate)

Stamp Duty	₹200.00
Certificate No.	IN-KA53633532285346T
Account Ref. No.	SHCIL01 (CR)/ kashcil10/ MALLESHWARAM1/ KA-BA
Issued Date	19-02-2021
Issued By	SHCIL
State	Karnataka

Party Details

First Party	Strides Pharma Science Limited
Second Party	Dr Puttamadappa C
Stamp Duty Paid By	Strides Pharma Science Limited
Purchased By	Strides Pharma Science Limited
Document Type	Article 5(J) Agreement (In any other cases)
Description	Agreement (in any other cases)

Additional Details

Loan Amount	₹0.00
Loan Account Number	

Note

Please be aware that this receipt titled Stamp Duty Payment Details is an acknowledgement of the Stamp Duty as paid by you and in no event be construed as or equivalent to a Stamp Paper.

The authenticity of the Stamp paper as purchased by you should be verified at www.shcilestamp.com Any discrepancy in the details in this certificate and as available on the website renders it invalid.

The onus of checking the legitimacy of the acknowledgement and the stamp papers vests on the users of the certificate.

This Agreement is being electronically executed between Strides Pharma Science Limited and Dr Puttamadappa C as specified in the agreement. This Challan forms integral part of the following agreement.

Vijay Kumar J

Dr Puttamadappa C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as MoU) made and entered into at Bengaluru on the 19th day of February, 2021.

BY AND BETWEEN

Dayananda Sagar University - having its PAN: AAAJD1151D having its Administrative Office at 48/1, Innovation Campus, Hongasandra Village, Garvebhavipalya, Kudlu Gate, Hosur Road, Bangalore 560068, represented by its Chancellor, Dr. D. Hemachandra Sagar, hereinafter called the "DSU" which expression shall, wherever the context so requires or admits, mean and include all their respective legal heirs, successors in office/interest, executors, administrators and assigns of the Other Part;

AND

Strides Pharma Science Limited, a company incorporated under the provisions of the Indian Companies Act, 1956, having its PAN: **AADCS8104P**, and Service Tax Registration No: **29AADCS8104P1ZT**, CIN Number: **L24230MH1990PLC057062**, having its registered office at **201, Devavrata, Sector 17, Vashi, Navi Mumbai - 400703**, having its Corporate Office at Strides House, Bannerghatta Main Rd, Opp. IIM, Bilekahalli, Bengaluru, Karnataka 560076, **having its manufacturing site connected to this MoU, at No 19/1,19/3, Alibommasandra, Muthnallur Post, Sarjapur Hobli, Chandapura, Anekal Taluk, Bangalore - 560099** represented by its Associate Vice President, Mr. Vijay Kumar J, hereinafter called as the "Strides" which expression shall, wherever the context so requires or admits, mean and include all their respective legal heirs, successors in office/interest, executors, administrators and assigns of the One Part;

Preamble:

Whereas **DSU** is a unitary private university which came into existence consequent to the passing of Dayananda Sagar University Act, 2012 and Notification of the Government of Karnataka bearing no: ED 95 URC 2014 dated May 16, 2014, is promoted by Mahatma Gandhi Vidya Peetha Trust founded by Late Sri Dayananda Sagar in the sixties, running a number of educational institutions of repute imparting quality education in higher education segment.

WHEREAS Strides is a pharmaceutical company engaged in the development, manufacturing and marketing of pharmaceutical products in various countries having its manufacturing sites located across India and abroad. Strides aims at building Vocational employability to its student trainees under "Learn while you earn" model.

Strides encourage its student trainees and employees to undertake Vocational courses like Pharma Operations and others, only to enhance their knowledge, skills and employability, and sponsors such courses.

Whereas DSU intends to start Bachelor of Vocation (B.Voc) program at an under graduate level recognized by UGC. DSU intends to open these B.Voc programs to sponsored student trainees of Strides ("**Students**") who wish to enrol for them.

Vijay Kumar J

Dr. Hemachandra Sagar

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Whereas, the Parties hereunto declare and confirm that they have complied with the regulatory requirements as applicable and may be applicable in future and shall remain complied at all points of time during the currency of the Memorandum of Understanding pertaining and as applicable to the B.Voc program/ certification program which is the essence of this Memorandum of Understanding.

The Parties have full power and authority to enter into this MoU and take any action execute any documents required by the terms hereof; and that this MoU, entered into has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this MoU are duly empowered and authorized to execute this MoU and to perform all its obligations in accordance with the terms herein.

The Intent of this MoU is to define the framework in which Students may enroll to programs to earn B.Voc degree of DSU parallel with the skill-based programs, on the job training run by Strides.

THIS UNDERSTANDING WITNESSETH AS FOLLOWS:

1. Eligible Students will be enrolled for three (3) year B.Voc program of DSU. Strides shall communicate to the Students/parents suitably on the availability of this facility and the flexibility of timings.
2. The minimum batch size for the programme should be 25 and a maximum of 50 Students.
3. It is mutually agreed that Strides will provide on job training for Five (5) days in a week and DSU will impart one (1) day class room training in their campus on a mutually agreed day. Transportation facility will be arranged by Strides.
4. DSU fee for B.Voc programme for the academic year 2020 - 2021 is as follows.

Description	Fee Per Person / year (2 semester)
B.Voc Course Fee	35,600/-
Semester End Examination fee (2 Semesters per year – Rs. 1000/- Per Semester)	2,000/-
Total Course Fee is	37,600/-

Strides undertakes to pay the above fee to DSU at the starting of every semester. Any revision in the fee structure will be mutually agreed in writing, in advance before the beginning of the academic year.

5. The above fee does not include any incidental fee like convocation fee, library fee (caution Deposit for borrowing books) etc.

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6. DSU shall update the programme at periodical intervals in order to maintain the quality of the programme and seek support in case the Student fails to fulfil DSU regulations
7. DSU will confer the **B.Voc in "Pharmaceutical Manufacturing Technology"** on successful completion of the programme.
8. Enrolled Students into B.Voc shall abide by the statutes and regulations of DSU then in effect.
9. The Board of Studies (BoS) constituted by DSU shall have members nominated by from Strides from time to time; The normal tenure of such nominated member shall be reviewed from time to time.
10. The BoS of DSU shall decide on the curriculum and design the syllabus for the B.Voc program as per University guidelines.
11. Academic co-coordinators shall be appointed by the parties and shall be the single point of contact.
12. DSU shall maintain attendance at DSU and Strides.
13. Examination methods, valuation, continuous assessment methods, progression benchmarks shall be as per the mutually agreed regulations/norms within the framework of university norms. The marks details for each semester will be 200 and the breakup of the same is as per the following table.

Theory - 100 Marks	Written - 70 Marks	
	Internal - 30 Marks	Attendance - 10 Marks
		Assessment - 10 Marks
		Tests - 10 Marks
Practical Work - 100 Marks	Viva - 70 Marks	
	Internal - 30 Marks	Attendance - 10 Marks
		Practical Book Writing - 20 Marks

14. Successful Students shall be awarded B.Voc Degree by DSU.
15. The parties shall have such Code of Conduct, Academic Rules & Regulations broadly as per their norms, however, shall not contravene with the notices, guidelines, regulations- instituted, suggested, communicated or stipulated by UGC or such other regulatory bodies;
16. The parties shall utilize their strengths to initiate and align with the respective programs of the other party to meet the objectives of this MoU. Accordingly, necessary resources shall be provided by/to the parties for the design and delivery of the programs within the overall scope of MoU.



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17. The parties shall provide such faculty resource support and the Infrastructure (general & skill component) as per University norms as may be required for the programs.
18. The parties shall extend support to each other for industry visit/Internship to the Students.
19. The parties shall assist each other party and tweak their program curriculum, delivery structure, syllabi, number of hours of contact, the scheme of the program, examination schedules to suit the minimum needs of the other party and to avoid overburdening the Students on mutual consent.
20. The B.Voc Program proposed to be run by DSU shall be exclusively for Students and later may be opened up for external students on mutually feasible terms & conditions;
21. Both DSU & Strides shall be entitled to advertise/propagate the promotion of the programs on their websites subject to the prior written approval of the contents by the other.
22. Both DSU & Strides shall provide such library and internet facilities to the Students as may be required under the program.
23. Strides shall have the right to audit the quality & delivery of Strides' B.Voc in Pharmaceutical Manufacturing Technology programs run by DSU through an in-house team of experts or may appoint such joint committee of experts consisting of such number of members as may be required from time to time. The reports of such audits shall be shared with DSU & Strides.

Duration and Termination of MoU:

MoU shall be effective from the date of signing and shall remain in force for a period of three (3) years. It shall automatically be renewed for next three years. Either party may terminated this MoU at anytime upon three (3) months prior written notice. However, such discontinuation shall not affect the running batches and their curriculum including course completion and convocation for the batches which are running at such time of termination.

Confidentiality

Both Strides & DSU agree and confirm that all training material shall at all times vest in and belong to the party that designed and/or created it and shall not be used by the other party for at least five (5) years from the date of termination/ completion of the program. Any pre-existing information (i.e. information existing prior to the date of this MoU) shall belong to the party that owned it.

General Provisions:

This MoU shall not be binding for any other agreement for either party. Parties shall be free and independent to carry out other services and training programs besides that covered under the scope of this MoU.

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The parties shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations made there under by duly constituted Government authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

All programme material provided by the parties is its copy right. Confidentiality of same shall be maintained and should ensure that it is not replicated in the other Centres or outside.

The parties may with the prior written consent of the other party, use logo, trade name, program modules and other related material for promotion of the programs to be conducted within the scope of this MoU.

STEERING COMMITTEE

DSU shall constitute a steering committee comprising of the following members:

From DSU:	
Vice-Chancellor or his Nominee	Chair Person
Registrar	Member
Dean - School of Engineering	Member
Chief Financial Officer (CFO)	Member
Controller of Examination	Member
Vice President- Placements, DSI	Member
Deputy Director – Training, Placement & Skill Development	Member Secretary

From Strides:	
Cluster Lead – Strides	Member
Head – Site- Strides	Member
Sr.VP – ER, SMT, CSR.	Member
Head – HR Strides	Member

The functions of the steering committee shall be:

- To oversee the planning and execution of the MoU.
- To ensure effective collaboration with industry for improved employability.
- To evolve and agree on the programs, modules, delivery methodology and size of the batches frequency and duration of the programs.
- To carry out a detailed periodical review of the progress made in execution of the program.
- To suggest amendments in MoU to the respective governing bodies of the Parties.
- To handle issues of disagreements and to resolve the same before other remedial measures are resorted to.

Force Majeure

The parties shall not be liable for any failure to perform any of its obligations under this MoU if the performance is prevented, hindered or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, the act of state or direction from Statutory Authority, explosion, epidemic, quarantine restriction, strikes and lockouts,

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fire, floods, natural calamities or any acts of God (hereinafter referred to as an event), provided notice of happening of any such events given by the affected party to the other, within 21 calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate the MoU, nor shall either party have any such claims for damage against the other, in respect of such non-performance or delay in performance. Provided, service under the MoU shall be resumed as soon as practicable after such event comes to an end or ceases to exist. Each party shall promptly inform the other of the existence of an event and shall consult together to find a mutually acceptable solution.

Communications:

All notices or other communications under or in connection with this MoU shall be given in writing and may be sent by personal delivery or poster courier or email. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, & if sent by email when sent and on receipt of a confirmation to the correct email:

To DSU:

The Vice President – Placements & Skill Development, Dayananda Sagar University, 48/1, Hongasandra Village, Garvebhavipalya, Kudlu Gate, Hosur Road, Bangalore 560 068. Phone: 9844165956
Email: gm-cr@dayanandasagar.edu

To Strides:

Vijay Kumar J,
Associate Vice President,
Strides House, Bannerghatta Main Rd, opp. IIM, Bilekahalli,
Bengaluru, Karnataka 560076.
Email: vijaykumar.j@strides.com


Arbitration

In the event of a dispute between DSU and Strides arising out of or relating to this MoU, its interpretation or performance hereunder, the parties shall exert their best efforts to resolve the dispute amicably through negotiations. In case of any disagreement and dispute and the parties fail to mutually resolve the same, the parties shall appoint an arbitrator that is mutually agreeable and shall be settled as per Indian Arbitration Act. Further, in case the parties failed to resolve the dispute, this MoU shall be governed by and construed in accordance with the laws of India and courts of Bangalore, State of Karnataka shall have exclusive jurisdiction.

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IN WITNESS WHEREOF, the parties hereto have set their respective hands through e-signatures.

Signed and delivered by the said		Signed and delivered by the said
Dr. Puttamadappa C, Registrar for and on behalf of DSU	:	Mr. Vijay Kumar J, Associate Vice President for and on behalf of Strides

Mr. Vijay Kumar J

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Dr. Puttamadappa C

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Certificate of Signature Completion

Document Details

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Document Name: MoU - DSU Strides - Execution
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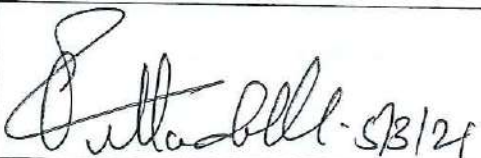
Signer Details

Vijay Kumar J vijaykumar.j@strides.com (OTP : 727535) null	Signed Time & IP 19 Feb 2021 02:07 PM 49.207.137.184, 165.225.123.69	Signature Method Electronic Signature by SignDesk.com
Dr Puttamadappa C registrar@dsu.edu.in (OTP : 278498) null	Signed Time & IP 20 Feb 2021 10:21 AM 182.75.61.210	Signature Method Electronic Signature by SignDesk.com

History

Document Created	Vinodkumar Bhaskaran	19 Feb 2021 01:25 PM IST (UTC+ 0530)
Invitation Email Sent to Signers	Vijay Kumar J	19 Feb 2021 01:29 PM IST (UTC+ 0530)
	Dr Puttamadappa C	19 Feb 2021 01:29 PM IST (UTC+ 0530)
Signed	Vijay Kumar J	19 Feb 2021 02:07 PM IST (UTC+ 0530)
	Dr Puttamadappa C	20 Feb 2021 10:21 AM IST (UTC+ 0530)

*Received
By: Puttamadappa C*

Parties	Stryker	Service Provider		
Name	<input type="checkbox"/> Stryker India Private Limited <input checked="" type="checkbox"/> Stryker Global Technology Center Pvt. Ltd.	Dayananda Sagar University		
Address	C-5, 3rd Floor, SDA Commercial Complex, New Delhi South Delhi -110016	Kundlu Gate, Hosur Main Road, Bangalore - 560114		
Statute under which registered	Companies Act	A Private University		
Notices to be addressed at	Legal Counsel 10th Floor, Vatika Business Park, Sector 49, Sohna Road, Gurugram, HR 122002.	Registrar: Dayananda Sagar University, Kundlu Gate, Hosur Main Road, Bangalore - 560114		
Phone No	91-124-6881780	9845448506		
<input checked="" type="checkbox"/> Service Provider is a Private University having its Registered Office at the Address above and is hereafter referred to as the "Service Provider". <input type="checkbox"/> Service Provider is a Sole Proprietorship having its Principal Office at the Address above and is hereafter referred to as the "Service Provider". <input type="checkbox"/> Service Provider is a Partnership Firm having its Principal Office at the Address above and is hereafter referred to as the "Service Provider".				
This PROFESSIONAL SERVICE AGREEMENT (PSA) along with its General Terms and Conditions and Schedules herein (the "Agreement") shall come into force upon the date of last signing and shall be effective as of the Effective Date, by and between Stryker and the Service Provider. Stryker hereby appoints the Service provider and the Service provider agrees to provide Services as requested by Stryker.				
Effective Date	3 March 2021	Expiry Date	29 February 2024	
Terms and Conditions of Services				
<input checked="" type="checkbox"/> Service Provider agrees to provide the Services to Stryker that are described in respective Scope of Work(s) ("SOW/s") agreed between the parties and forming part of this Agreement.				
<input type="checkbox"/> Service Provider confirms that the Service Provider is a registered vendor under Micro, Small and Medium Enterprises Development (MSMED) Act 2006.				
<input checked="" type="checkbox"/> Service Provider confirms that the Service Provider it is not a registered vendor under Micro, Small and Medium Enterprises Development (MSMED) Act 2006.				
Bank Account	Account holder	Dayananda Sagar University	Bank & Branch	Bank of Baroda, DSCE Branch, Kumaraswamy Layout, Bangalore -560111
	Account Number	74370100004926	IFSC	SCBL0036051
Signature		Singh Harpreet Digitally signed by Singh Harpreet Date: 2021.03.03 11:00:57 +05'30'	Service Provider 	
Full name of authorized signatory	Harpreet Singh		Dr. Puttamadappa C.	
Title	Director - Engineering, R&D		Registrar	

Dr. Puttamadappa C.
Registrar
Dayananda Sagar University
Bangalore

Stryker and the Service provider shall be referred to individually as a "Party" and collectively as the "Parties."

1. Definitions

"Affiliate" means any Person controlled by, controlling, or under common control with any other Person. A Person who has the power to control the composition of the board of directors of any other Person, direct or cause the direction of the management or policies of any other Person, whether through the ownership of more than 50% of the voting securities, by contract, or otherwise, shall be deemed to control such other Person.

"Service Provider Resources" means all computer hardware, network infrastructure (wired or wireless), software, applications, data, tools, or other tangible equipment, whether owned, leased, licensed or borrowed by Service Provider or made available to Service Provider from any third party or under a third-party license (excluding Stryker Resources) that Service Provider chooses to use to perform or provide Services; and all personnel whether employees, contractors, consultants or sub-contractors that Service Provider may assign to perform or provide Services under a SOW.

"Service Provider Technology" means (a) the proprietary technology of Service Provider conceived, reduced to practice or developed prior to, or independent of, the Services hereunder, including Service Provider's services, internet operations designs, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Service Provider or licensed to Service Provider from a third party) and (b) any derivatives, improvements, enhancements or extensions of Service Provider Technology conceived, reduced to practice, or developed during the term of this Agreement by Service Provider.

"Business Day" means a day (excluding Saturday and Sunday) on which banks are open for normal banking business in New Delhi.

"Stryker Resources" means the hardware, software, licenses, and other resources, if any: (a) that according to a SOW, will be provided or delivered by Stryker or Stryker's Affiliate to Service Provider to enable or facilitate performance of the Services; or (b) that, if not stated in the SOW, are nonetheless provided or delivered by Stryker or Stryker's Affiliate to Service Provider to enable or facilitate performance of the Services.

"Stryker Technology" means proprietary technology of Stryker or Stryker's Affiliates, including Stryker's or Stryker's Affiliate's Internet operations, design, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Stryker or Stryker's Affiliates or licensed to Stryker or Stryker's Affiliates from a third party) and also including any improvements, enhancements, or extensions of Stryker Technology conceived, reduced to practice or developed during the term of this Agreement by Stryker.

"Competitor" means any third party engaged, directly or indirectly, in any business that competes with the business of development, manufacturing, marketing or selling of the same medical equipments manufactured and sold by Stryker;

"Other Party's Technology" means Service Provider Technology, with respect to Stryker, and Stryker Technology, with respect to Service Provider.

 9/3/20





"People Resource Deliverable" means the provision of qualified personnel by Service Provider to the Stryker in accordance with the terms and conditions of the relevant SOW and/ or this Agreement.

"Person" means an individual, corporation, company, partnership, joint venture, association, trust or unincorporated organization.

"Service Deliverable" means a deliverable by Service Provider pursuant to Services rendered in accordance with the terms and conditions of the relevant SOW and/ or this Agreement.

2. Services and Deliverables

a. Services

Service Provider agrees to provide the Services to Stryker that are described in respective Scope of Work(s) ("SOW/s") agreed between the parties and forming part of this Agreement. Unless otherwise provided in the SOW, (a) all Services performed hereunder shall be performed solely by Service Provider, and (b) Service Provider shall furnish, at Service Provider own expense, all qualified personnel, materials, equipment, vehicles, tools and supplies necessary to perform the Services.

(i) SOW Contents. Each SOW will generally include the following information: (a) brief profile about the Service Provider, objective, methodology and payment schedule that shows charges and the term for providing Services under the SOW; (b) commencement date for Services; (c) schedule and payment milestones; (d) an identification of whether the Services shall be performed on a fixed price basis or on a time and materials basis; (e) contacts and authorizations; (f) Service descriptions that detail: (1) scope and type of services; (2) project milestones and Technical Service Deliverable, together with applicable due dates ("Deliverables"); and (3) any assumptions agreed upon by the Parties in connection with the project; and (g) such other mutually acceptable terms, conditions, and provisions. Any and all SOWs shall be governed by the terms of this Agreement. In the event of any conflict between the provisions of any SOW and the provisions of this Agreement, the provisions of said SOW shall prevail.

(ii) Changes to SOWs. If either Party requests a change to any SOW, the other Party will reasonably and in good faith consider and discuss with the proposing Party the proposed change and a revised estimate of the costs for such change, and the Parties shall execute a written amendment, which shall be deemed to amend such SOW and which shall identify in reasonable detail: (a) a detailed summary of the change requested; (b) the impact on the Deliverables; (c) the impact to the SOW's project schedule, if any; and (d) the impact to the SOW's project costs, if any.

(iii) Project Coordinator. Each Party will designate a "Project Coordinator" for each project, and such Project Coordinator will be responsible for monitoring the schedules and progress of the Services and for all day-to-day communications between the Parties regarding the subject matter of the particular SOW. Either Party may change its Project Coordinator at any time and from time to time by giving the other Party written notice. Neither Party's Project Coordinator is authorized to amend, alter or extend the relevant SOW and/or this Agreement in any manner. The Project Coordinators for each SOW shall interact/converse/meet as often as required to review the status of the Services.

(iv) Service Provider Access. If Stryker is of the opinion that in order to carry out the performance of Services, Service Provider personnel need to have access to Stryker premises, (a) Stryker may, at its sole option and discretion, provide Service Provider the access to Stryker premises that in the Stryker opinion is reasonably necessary to perform the Services, (b) Service Provider shall ensure its employees and/or qualified personnel comply with the Stryker current internal security procedures communicated to Service Provider before Service Provider's employees and/or qualified personnel are scheduled to arrive, in connection with Services, on the Stryker premises.

Puttallil
5/3/21



Notwithstanding the foregoing, Service Provider shall provide at least 72 hours advance written notice to the Stryker prior to obtaining access to Stryker facilities and shall be allowed such access only during Stryker normal business hours, unless otherwise agreed upon by the Stryker.

- (v) Subcontracting. The Service Provider must not subcontract services or performance of services under this Agreement without prior written consent from Stryker. Service Provider shall remain liable and fully responsible for its obligation under this Agreement irrespective of any part of services being subcontracted. The Service Provider shall be liable to Stryker for any acts, omissions, defaults or negligence of any Subcontractor or its Personnel and shall indemnify Stryker against all losses or damages resulting from such acts, omissions, defaults or negligence.

b. Deliverables

Service Provider shall deliver to Stryker the Deliverables, if any, specified in the applicable SOW by the due dates specified in the applicable SOW.

- (i) Acceptance or Rejection of Service Deliverables. Service Deliverables will be presented to Stryker as they are completed or in accordance with the terms of the SOW. Within ten (10) Business Days of receipt of such Deliverable from Service Provider or such other period of time as may be set forth in an applicable SOW ("Acceptance Period"), Client will either (a) provide written acceptance of such Service Deliverable; or (b) reject the such Service Deliverable by notifying Service Provider's Project Coordinator in writing of any failure in performance of the Services or any failure of a Service Deliverable to meet the specifications and descriptions for the Services as set forth in the applicable SOW and any applicable change order(s) ("Deficiencies"), including a detailed description of the Deficiencies and the desired corrections. If Client rejects the Service Deliverable because of Deficiencies, Service Provider will use its commercially reasonable best efforts to correct the reported Deficiencies promptly and will resubmit the Service Deliverable to the Client within such time as may be set forth in the applicable SOW or such reasonable time as maybe agreed to in writing between the Parties ("Deficiency Correction Period") for acceptance or rejection pursuant to the preceding sentence. The Parties will repeat the preceding process until Client accepts the Services Deliverable, provided, however, that if after three cycles Service Provider cannot correct the Deficiencies, then Client shall be entitled to terminate the applicable SOW and receive a refund of any amounts it has paid under such SOW and for such Deliverable.
- (ii) Compliance with applicable law. Service Provider agrees and acknowledges that its Personnel shall continue to be the employees of the Service Provider and shall not be deemed to be employees, advisors, consultants, agents of Stryker. Service Provider shall pay all salaries, fees, wages, bonuses and any other dues to its Personnel and comply with all statutory and other legal requirements with respect to its Personnel which shall include but not be limited to liabilities under the Provident Fund Act, Employee State Insurance Act, Workmen's Compensation Act, Minimum Wages Act, Bonus Payments and other applicable labour legislations. Service Provider shall be solely responsible for any breach and non-compliance by Service Provider of any of its abovementioned statutory or other obligations.
- (iii) Stryker would have the right to enter into and Service Provider shall ensure that each of its Personnel enters into a separate agreement with Stryker for non-disclosure of the Stryker's Confidential Information and for assignment of intellectual property developed by them during the provision of services to Stryker pursuant to and under the terms and conditions of any SOW.

c. Restricted Products

Service Provider will not (without Stryker's written consent) use and will not in any event be required to use, any third-party product that would limit Stryker's use of the Services or Deliverables.

3. Payment Terms


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- a. Stryker shall make payments to Service Provider in Indian Rupees in accordance with each applicable SOW. Stryker will reimburse Service Provider for reasonable Out-of-Pocket Expenses (if any) which have been approved by Stryker in advance and mentioned in the SOW. "Out-of-Pocket Expenses" shall mean reasonable, necessary and actual out-of-pocket expenses incurred by Service Provider in order to perform the Services.
- b. The invoices will indicate a breakdown of charges by name of individual and applicable expenses, with a detailed description of the charge incurred and the reason why the expense was incurred. Stryker shall pay for the Services performed by Service Provider within forty (45) days after the receipt of valid invoice from Service Provider. Should Stryker reasonably dispute any invoice or a portion of any invoice, Stryker may withhold payment of the disputed portion, and shall pay the remainder of the invoice.
- c. The amounts to be paid by Stryker for Services under this Agreement or any SOW would be after deduction of applicable taxes, if any. Service Provider agrees to pay all applicable taxes (including sales, use, property and value-added taxes), duties and fees levied or assessed against Service Provider in connection with this Agreement and Service Provider's performance of Services under any SOW including income taxes.
- d. Service provider shall separately charge the indirect taxes (such as goods & service tax or any other indirect tax as applicable) on the invoice in addition to the price of goods / services agreed with Stryker. The goods & service tax or any other indirect tax as applicable charged by Service provider on the invoices shall be final and no additional amount as tax, interest or penalty shall be claimed by Service provider from Stryker on account of Service provider being subjected to any audit, scrutiny, assessment, recovery or any other proceedings under any Indian law & Service provider would be solely responsible for such amounts, if any. Service provider shall keep the Stryker indemnified at all times against any loss of input tax credit for any reason whatsoever including but not limited to non-payment of GST, non-filing of returns by service provider etc. Any indemnity amount which may be payable by Service provider to Stryker on account of loss of input tax credit is exclusive of the taxes payable under the applicable laws including but not limited to goods and services tax laws, if any. Notwithstanding anything contained in this agreement, Service provider shall be responsible for all types of income taxes including but not limited to advance tax, corporate income tax or similar tax payable on payments made to it by Stryker in pursuance of this Agreement. All payments made by Stryker to Service provider including but not limited to advance payments, in pursuance of this Agreement shall be subject to withholding of taxes as applicable under the (Indian) Income-tax Act, 1961.
- e. If Service Provider does not provide the Deliverables to the Stryker on or by the due date specified in the applicable SOW and/or in the Agreement, Stryker shall be entitled to deduct such amount as penalty from the total amounts payable by the Stryker to Service Provider for Services under this Agreement and/or any SOW. The applicable due dates/timeframe will start only after complete technical inputs and necessary approvals from Stryker. The manner and the amount of such penalty shall be determined in accordance with the penalty terms and conditions of the relevant SOW subject to Clause 6 (Limitation of Liability).

4. Ownership; License

- a. Except for the rights granted and the assignment made in Clause 4, this Agreement does not transfer to Stryker any right or interest in or to Service Provider Technology, and all right, title and interest in and to Service Provider Technology will remain solely with Service Provider. Except for the rights expressly granted herein, this Agreement does not transfer to Service Provider any right or interest in or to Stryker Technology, and all right, title and interest in and to Stryker Technology will remain solely with Stryker. Service Provider shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.
- b. Effective at the time Service Provider receives full and final payment other than any payment which is

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reasonably disputed by the Stryker for particular Services or a particular Deliverable: (i) Service Provider hereby irrevocably assigns to Stryker all right, title and interest in and to the Services and Deliverables and the Stryker has the right to file applications and obtain registration for all intellectual property rights on the Services and Deliverables. And further that Service Provider and its employees waive/assign all intellectual property rights and/or proprietary interests in such Deliverables and Services in favor of the Stryker, provided however that such assignment does not include Service Provider Technology and (ii) Service Provider grants to Stryker and Stryker's Affiliates a non-exclusive, non-transferable, royalty free license to use the Service Provider Technology incorporated into the Deliverables, solely for purposes of using the Deliverables and Services. Until Service Provider receives full and final payment for particular Services or Deliverables other than any payment which is reasonably disputed by the Stryker, Stryker agrees not to use or disclose such Services or Deliverables except for internal purposes to verify or approve the Deliverables.

- c. Stryker may at its sole option and discretion grant to Service Provider a nonexclusive, royalty-free license to use Stryker Technology solely as necessary for Service Provider to provide the Services to Stryker in pursuant to a SOW and for no other purpose.
- d. Nothing in Clause 4b. or 4c. shall entitle either Party to disclose any Confidential Information of the other Party in contravention of Clause 5 below.

5. Confidentiality

- a. "Confidential Information" means any information, technical or non-technical data, know-how, confidential or proprietary research, product plans, products, product samples, software programs, developments, inventions, ideas, strategies, personal information or data, project details, discoveries, business information and plans, customers, pricing, financial data, processes, designs, drawings, prototypes, or techniques of any Party or any Affiliate of any Party that is not generally known by the public or that such Party or its Affiliates treats as confidential.
- b. Each Party acknowledges that the Confidential Information of the other is valuable to the other Party and agrees to protect and preserve the confidential nature and secrecy of that Confidential Information, to refrain from disclosing such Confidential Information to third parties, and to exercise the standard of care in protecting the other Party's Confidential Information as it uses in protecting its own Confidential Information of a similar nature, but not less than reasonable care.
- c. Each Party may only use, reproduce or disclose the Confidential Information of the other for the purposes of performing its obligations or exercising its rights under this Agreement.
- d. Each Party may disclose the Confidential Information of the other on a need to know basis to: (i) its legal and other professional advisers in order to advise it in relation to its rights or duties under this Agreement; and (ii) its employees or agents, provided that the disclosure is made solely for the purpose of performing its obligations or exercising its rights under this Agreement, provided that any such Person under Clause (i) or (ii) has agreed in writing to maintain confidentiality of Confidential Information on terms and conditions not less restrictive than as set forth herein or is bound by law or codes of professional conduct to maintain the confidentiality thereof.
- e. Each Party may disclose Confidential Information of the other: (i) to the extent required by law or lawful requirement of any government or governmental body, authority or agency having authority over the disclosing Party; or (ii) if required in connection with legal proceedings relating to this Agreement; but in each case subject to the Disclosing Party using reasonable efforts to give the other sufficient notice of any proposed disclosure to enable that Party to seek a protective order or other remedy to prevent the disclosure.
- f. The obligations of each Party in Clause 5 do not apply to any Confidential Information that: (i) the


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receiving Party can demonstrate was in its possession or known by the receiving Party at the date it was received or obtained; (ii) the receiving Party obtains from some other person, other than as a result of a breach of confidentiality obligation; or (iii) is in or comes into the public domain other than through the default or negligence of the receiving Party, or which is independently developed by or for the receiving Party.

5A. Data Protection and Information Security

During the Agreement Client will share certain Personal Information and data with the Service Provider. Service Provider shall be responsible to protect such data and comply with Data Privacy and Information Security provisions detailed in Schedule A.

6. Limited Liability

Each party's aggregate liability arising from or relating to this agreement or the services (regardless of the form of action or claim - e.g. contract, warranty, tort, malpractice, and/or otherwise) is limited to the total amount payable to Service Provider by Stryker under this agreement. Neither party shall in any case be liable for any special, incidental, consequential, indirect or punitive damages. Notwithstanding the foregoing, the limitations in this Clause shall not apply to liability arising out of breach of Confidentiality (Clause 5) and indemnification obligations (Clause 8) of this agreement.

7. Warranty and Disclaimer

Each Party represents and warrants to the other that (a) it is duly formed and validly existing under applicable laws and in good standing in applicable business locations as required; (b) that it has all necessary right, title, license and authority to enter into this Agreement, and the Person signing this Agreement on behalf of such Party has full authority to bind that Party to the terms and conditions hereof; and (c) that this Agreement constitutes a valid and binding agreement against each other in accordance with the terms of this Agreement.

- a. Service Provider represents and warrants to Stryker that (i) the Services will be performed in a competent and workmanlike manner, in compliance with all applicable laws, rules, and regulations, and with professional diligence and skill; (ii) such Services or Deliverables will be without material defect or error, will conform in all material respects with all applicable laws and the specifications and other performance requirements of the SOW; (iii) performance of the Services will not conflict in any material respect with any other agreements to which Service Provider is a party and (iv) Service Provider shall provide only those People Resources to the Stryker who in the reasonable judgment of Service Provider fulfill the criteria laid down by the Stryker in the SOW and with whom Service Provider has entered into an agreement for a terms no less than the time period for which People Resources have been requested for by the Stryker in the relevant SOW. Service Provider further represents and warrants to Stryker that it has the experience, capability and resources to efficiently and expeditiously perform under this Agreement. Notwithstanding any other right or remedy available under law, in the event of breach of any of the warranties under Clause 7a and 7b, Stryker shall, in Stryker's sole discretion, have the right to seek (i) the correction of the error or inaccuracy in the Deliverables at Service Provider' sole expense, (ii) the re-performance of the Services within a reasonable time, or (iii) a refund of any amounts paid for such Deliverables, or termination of this Agreement.
- b. Service Provider represents and warrants that its performance of Services and Stryker's subsequent use of such Services does not and will not violate any copyright, patent, trade secret, trademark or other intellectual property or proprietary right of any third party, nor has any claim of such infringement been threatened or asserted.
- c. Service Provider' representations and warranties herein and in any SOW shall not apply to the extent the breach of such representation and warranty is due to Stryker's modification in any respect of any code or other Deliverables without the prior written consent of Service Provider. Service Provider makes no warranty, representation or promise not expressly setforth in this agreement and/ or in the sow. Service

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Provider disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose except as expressly set forth herein and/or in the SOW, Service Provider makes no warranty with respect to any Stryker software, product, configuration or system tested, analyzed or reviewed by Service Provider, except as expressly set forth herein and/or under any SOW, the results, data, performance. Service Provider does not warrant that any particular results, data, performance or information can be reproduced, repeated or verified (i.e., they may vary).

- d. Stryker represents and warrants that (i) Service Provider's performance of the Services will not violate any other agreements to which Stryker or Stryker's Affiliates is a party; (ii) the use and disclosure of any Deliverables as contemplated by this Agreement will not breach or conflict with any other obligations, agreements, or licenses to which Stryker or Stryker Affiliate is a party; and (iii) any Stryker Resources or Stryker Technology furnished to Service Provider pursuant to any SOW are, or shall be, owned by the Stryker, or Stryker shall have the required permissions from the rightful owners of such Stryker Resources or Stryker Technology to use, and permit Service Provider to use, each or any of the elements thereof.
- e. Service Provider represents and warrants that it shall comply with all applicable National State and local laws, rules and regulations, including without limitation, any such laws, rules and regulations in any way related to provision of the Services. Service Provider further agrees to assume all responsibility for and save harmless Stryker, its employees and agents, from and against all liability and damages for violation thereof, or non-compliance therewith by Supplier.
- f. In case the Service Provider confirms that it is a registered vendor under Micro, Small and Medium Enterprises Development (MSMED) Act 2006, Service Provider further undertake to keep Stryker informed if at any point in future, the Service Provider cease to be a vendor under MSMED Act or change in category as per the extant rules and such disclosures is entirely the responsibility of the Service Provider.
- g. In case the Service Provider confirms that the Service Provider it is not a registered vendor under Micro, Small and Medium Enterprises Development (MSMED) Act 2006. Service Provider further undertakes to keep Stryker informed if at any time in future if it registers as a vendor under MSMED Act. Until then, Service Provider does not hold Stryker responsible for any issues related to MSMED Act and associated compliances.

8. Indemnification

- a. To the maximum extent allowed by law, each Party (the "Indemnitor") will indemnify, defend and hold harmless the other Party (collectively, the "Indemnitee"), from and against any and all losses, damages, fees, judgments, costs and expenses including reasonable attorney fees (collectively, the "Losses"), that the Indemnitee may suffer or incur arising out of third party claims, third party demands or third party suits (collectively, the "Claims") arising from: (i) any personal injury (including death) or damage to property resulting from Indemnitor's or its agents' or employees' negligence or willful misconduct; (ii) any material breach of this Agreement by the Indemnitor or its agents or employees; (iii) solely for the benefit of Service Provider Indemnitee, any allegation that any Stryker Resources or Stryker Technology's used by Service Provider Indemnitee in accordance with any SOW constitutes an infringement or violation of any United States patent issued during the period of the applicable SOW or copyright, trade secret, or other intellectual property right of a third party; (iv) solely for the benefit of Stryker Indemnitee, any allegation that the Services/Deliverable or Stryker's or Stryker Indemnitee's use of any Services/ Deliverables in accordance with any SOW of any Service Provider Resources or Service Provider Technology which is not approved by Stryker (v) solely for the benefit of Service Provider Indemnitee, any failure of Stryker or Stryker's Affiliate to use or disclose the Deliverables in accordance with the terms of the SOW or any use restriction to which Stryker or any Stryker Affiliate has agreed in writing; and (vi) solely for the benefit of the Stryker's Indemnitee, any claim for employment, agency or any such association with the Stryker made by a person who was or is an agent, consultant, advisor or

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employee of Service Provider and (vii) solely for the benefit of the Stryker's Indemnitee, any delay in provision of the Deliverables to the Stryker by Service Provider on or by the due date specified in the applicable SOW and/or this Agreement.

- b. Stryker shall have no obligation of indemnification under Clause 8a(iii) to the extent that a Claim arises from (i) the non-adherence by Service Provider Indemnitee to Stryker's requirements, directions or specifications, including those set forth in an SOW; (ii) infringement of any intellectual property right based upon Service Provider's modification of the Stryker Resources or Stryker Technology without Stryker's written consent, if such infringement would have been avoided by the absence of such modifications, or (iii) the use or combination of the Stryker Resources or Stryker Technology with Service Provider's tools/software or other items not furnished or expressly approved by the Stryker, if such infringement would have been avoided in the absence of such use or combination. Service Provider shall have no obligation of indemnification under Clause 8a(iv) to the extent that a Claim arises from (i) the non-adherence by Stryker's Indemnitee to Service Provider's requirements, directions or specifications, including those set forth in an SOW; (ii) infringement of any intellectual property right based upon Stryker's modification of the Deliverable without Service Provider's written consent, if such infringement would have been avoided by the absence of such modifications, or (iii) the use or combination of the Deliverable with Stryker's software or other items not furnished or expressly approved by Service Provider, if such infringement would have been avoided in the absence of such use or combination. No liability/cost accrues to Service Provider, if they deliver the Output as per SOW.
- c. The Indemnitee will give prompt notice of any Claim to the Indemnitor, shall reasonably cooperate with the Indemnitor in the defense and settlement of such Claim and shall permit Indemnitor to exercise sole control of the defense or settlement thereof. Each Party to this Agreement reserves the right to employ counsel at its own expense and participate in the defense and/or settlement of any Claim.
- d. If Stryker is unable to use a Deliverable because of a claim that such use constitutes an infringement or violation of the terms mentioned above, or if in the reasonable opinion of the Stryker, such inability of Stryker to use a Deliverable is likely to occur, Service Provider will, at its expense and in Stryker's sole discretion: (i) procure for Stryker the right to continue using such Deliverable; or (ii) replace or modify the Deliverable with a substantially functional equivalent that is non-infringing. If neither option is available to Service Provider through the use of commercially reasonable efforts, Stryker will return such Deliverable to Service Provider, and Service Provider will refund all fees and expenses paid for such Deliverable. No liability/cost accrues to Service Provider, if they deliver the Output as per SOW.

9. Insurance

During the entire term of this Agreement and any subsequent extensions, Service Provider shall carry and maintain all statutory insurance coverage. It is agreed that with the growth in business, Stryker will have a right to impose the insurances for Products and Completed Projects, Professional & Public Liability, Employer, Business Automotive Liability.

10. Force Majeure

- a. Notwithstanding any other provisions in this Agreement, neither party will be liable to the other for any loss, damage, costs, expense or claims for compensation arising as a direct result of any breach or non-performance of this Agreement due to force majeure and if any party is totally or partially prevented or delayed in the performance of any of its obligations under this agreement by force majeure and if such party gives written notice thereof to the other party specifying the matters constituting force majeure together with such evidence as it reasonably can give specifying the period for which it is estimated that such prevention or delay will continue, the party so prevented or delayed shall, subject to the provisions of Sub-Clause (b), be excused the performance as from the date of such notice for so long as such event of force majeure shall continue.
- b. If any party gives to the other such notice as is referred to in Sub-Clause (a), both Parties shall attempt


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(so far as reasonably within their power) to mitigate the effect of the matters referred to in such notice and, in particular, but without limitation, shall endeavour to agree to a solution to the consequences of the matter constituting force majeure.

- c. If after 60 days from the date of notice being given pursuant to Sub-Clause (a) the event of force majeure is still continuing and is in respect of a material obligation under this Agreement, this agreement shall terminate automatically as regards the event affected unless both parties agree or the party which is not affected by the event of force majeure gives notice to the affected party either (i) waiving the performance of the affected obligation or (ii) extending the period of 60 (sixty) days referred to above.
- d. For the purposes of this Agreement "force majeure" shall mean any cause affecting the performance of this Agreement arising from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of any party, and, in particular, but without limitation, shall include strikes, lock-outs or other industrial action, terrorist action or threat of terrorist action, civil commotion, riot, crowd disorder, invasion, war, threat of or preparation for war, fire, explosion, storm, flood earthquake, subsidence, structural damage (other than fair wear and tear), epidemic or other natural physical disaster, any legislation, regular, rule or ruling of government, court or any competent authority.

11. Term; Termination

- a. This Agreement shall become effective as of the Effective Date and shall continue until expiry date as mentioned on the Cover Page. The Parties may on the expiry of the Term, extend the Agreement on such terms and conditions as are mutually agreed to between the Parties in writing.
- b. Either Party may terminate this Agreement upon thirty (30) days prior written notice of termination to the other Party, whereupon this Agreement will be terminated without any charge, liability or obligation whatsoever. Termination of this Agreement shall also terminate any existing SOWs executed under this Agreement.
- c. Stryker may terminate any particular SOW upon at least thirty (30) days prior written notice to Service Provider, unless specified differently in SOW, provided that Stryker will pay for Services provided and for authorized expenses reasonably incurred by Service Provider prior to such termination, and provided further that Service Provider shall cease providing Services and incurring expenses upon the expiry of the 30 days or agreed notice.
- d. This Agreement or any SOW may be terminated by either Party for cause immediately upon the occurrence of any of the following events: (i) if the other Party ceases to do business, or otherwise terminates its business operations; (ii) if the other Party breaches any material provision of this Agreement or any SOW that cannot be cured; (iii) if the other Party breaches any material provision of this Agreement or any SOW that can be cured and fails to cure such breach within thirty (30) days after receiving notice of said breach from the non-breaching Party; or (iv) if the other Party shall seek protection under any bankruptcy, receivership, trust deed, creditor's arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within sixty (60) days).

12. Relationship of the Parties

Notwithstanding any provision hereof, for all purposes of this Agreement each Party shall be and act as an independent contractor and not as partner, franchisee, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. Under no circumstances shall any Service Provider employees utilized by Service Provider to perform the Services be deemed employees of the Stryker. The Stryker and Service Provider are not joint employers for any purpose under this Agreement. Service Provider shall bear sole responsibility for payment of compensation and for compliance with applicable labour law statues to its personnel.


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13. Records and Audit

The Service Provider must maintain, for the Relevant Period, all Records in whatever form, having regard to the nature of the Records, which relate to the Services and the Service Provider's Obligations under good accounting practices, good record keeping practices, standards and procedures and Good Industry Practice. Stryker shall have the right to audit books and records of the Service Provider relating to the Services provided under this Agreement. Such audit shall be conducted by Stryker or any third party authorized by Stryker (such third party shall be bound by confidentiality obligations) during business hours and after giving prior intimation to the Service Provider. Service Provider must give every assistance to, and make the Records available to Stryker.

14. Compliance with Law

- a. Service Provider represents and warrants that it shall comply with all applicable National State and local laws, rules and regulations, including without limitation, any such laws, rules and regulations in any way related to provision of the Services. Service Provider further agrees to assume all responsibility for and save harmless Stryker, its employees and agents, from and against all liability and damages for violation thereof, or non-compliance therewith by Supplier.
- b. Without prejudice to the generality of the foregoing, each Party shall at all times comply with all Laws applicable to it and appertaining to the due and proper performance of its duties and obligations under this Agreement.
- c. Specific Compliance.
 - (i) Service Provider acknowledges that it and its employees must comply with the Stryker Code of Conduct (the "Stryker Code"), a copy of which is included as Schedule B, in the performance of Services. Service Provider shall not do anything on Stryker's behalf nor cause an employee of Stryker to do anything that would be in violation of the Stryker Code.
 - (ii) Service Provider acknowledges that breaches of the Stryker Code, employee misconduct and other concerns can be reported (on an anonymous basis if so desired) through Stryker's Ethics Hotline, accessible at www.stryker.com. More information on the Ethics Hotline is provided in the Schedule.
 - (iii) Service Provider acknowledges that because the Stryker observes the Advamed Code of Ethics on interactions with Healthcare Professionals (the "Advamed Code") employees of Stryker are required to comply with Advamed Code brief overview of which is provided in the Schedule. Service Provider confirms its awareness of the Advamed Code and agrees that while performing any Services and interacting with the Stryker in connection with this agreement it will do anything on Stryker's behalf nor cause an employee of the Stryker to do anything that would be in violation of the Advamed Code.
 - (iv) Service Provider acknowledges that because Stryker has a listed United States (US) corporation ("Stryker Corporation") as its ultimate parent, it and its affiliates are subject to the provisions of the FCPA, a brief overview of which is provided in the Schedule. Service Provider confirms its awareness of the FCPA along with Local law on Prevention of Corruption Act and agrees that it will not, and will ensure its employees, directors, officers, agents or other persons acting on their behalf do not, in the name, on behalf of or for the benefit of the Stryker or any of its affiliates or in respect of its products and services offer, pay, give, promise to pay or give, or authorize the payment or gift of money or anything of value either directly or indirectly to any official of any government or government agency or to any political party or to any other person at the request, suggestion or direction of any such official, political party or other person or while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any such person for the purpose of obtaining or retaining business or favorable


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governmental action. Furthermore, Service Provider represents that it has not, in the past, made any unlawful payment to government officials or government employees or to political parties or campaigns.

- (v) It is acknowledged that a breach of any of the provisions of this Clause will entitle Stryker to terminate by written notice the agreement without any further obligation to the Service Provider apart from payment for Services properly provided prior to the date of such termination.

15. Publicity

Service Provider shall not use, without the Stryker's prior written consent in each instance, the names, characters, artwork, designs, trade names, logos, trademarks or service marks of the for any purposes including but not limited to reference in any promotional material or medial release

16. Assignment

Neither Party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit under this Agreement or any SOW without the written consent of the other, except that (i) Stryker or Service Provider may assign and transfer this Agreement and its rights and obligations hereunder to any third-party who purchases or otherwise acquires substantially all of its business, assets or stock, whether by merger, reorganization, asset sale or otherwise, (ii) Service Provider may assign or transfer any rights to receive payments hereunder; and (iii) Service Provider may sub-contract any of its responsibilities hereunder to any Affiliate of Service Provider after obtaining prior written consent of the Stryker. Where such consent is given Service Provider shall remain responsible and liable to the Stryker for the acts and omissions of those subcontractors as if they were the acts or omissions of Service Provider.

17. Notice

All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, sent by confirmed facsimile or reliable overnight courier with tracking capabilities or three days after being sent by prepaid certified or courier to the address of the Party to be noticed as mentioned on the Cover Page.

18. Governing Law; Jurisdiction

This Agreement shall in all respects be governed and interpreted by and construed in accordance with the laws of India. The courts in New Delhi shall have exclusive jurisdiction over any action arising under this Agreement.

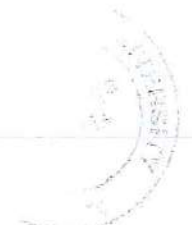
19. Survival

Each Party's respective obligations hereunder which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement or any SOW shall survive termination of this Agreement and any SOW, including but not limited to, payment obligations and the obligations in Clause 4 (Ownership & License), Clause 5 (Confidentiality), Clause 7 (Warranties and Disclaimer), Clause 8 (Indemnification), Clause 11 (Term and Termination), Clause 13 (Records and audit), Clause 14 (Compliance with law), Clause 15 (Publicity), Clause 17 (Notices), Clause 18 (Governing Law and Jurisdiction).

20. Miscellaneous

- a. The failure of either Party to enforce its right under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement together with each SOW constitutes the entire agreement between the Parties and is binding on the Parties, their successor and assigns with respect to the subject matter of each such SOW. Any representations, promises or conditions not incorporated herein shall not be binding upon the Parties or their respective assigns. No changes, modifications, amendments or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both Parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary


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so that this Agreement shall otherwise remain in full force and effect. Headings herein are for convenience or reference only and shall in no way affect interpretation of this Agreement. This Agreement may be executed in counterparts and by facsimile or other electronic method.

- b. Any terms or conditions of any purchase order, invoice, or other document submitted by one Party in connection with any Services, which are in addition to, different from, or inconsistent with the terms and conditions of this Agreement, are not binding on the other Party and are ineffective.
- c. Except as otherwise expressly stated in this Agreement, the rights and remedies of a Party set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved Party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.
- d. Each Party in any action to enforce this Agreement shall be responsible for its costs and expenses including, without limitation, attorneys' fees.
- e. Each Party agrees to keep the existence and contents of this Agreement confidential and not to use or refer to the same or to the name, trade mark or trade name of the other Party in any publicity, advertisement or other disclosure (including customer lists), without first obtaining the written approval of such other Party.
- f. Service Provider undertakes that it shall not enter into an agreement directly with another Stryker subsidiary (division) or a group company.
- g. Service Provider undertakes that it shall not enter into an agreement for the purpose of delivering a service to a Stryker's customer which may be offered by the Stryker to the Stryker's customer as part of an engagement surrounding a product or service sold by the Stryker. However, Service Provider is free to enter into an agreement with a Stryker's customers for the purpose of delivering services unrelated to the Stryker's products or services.

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Data Privacy and Information Security

1. Definitions.

"Authorized Employees" means Service Provider's employees who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement.

"Authorized Persons" means (i) Authorized Employees; and (ii) Service Provider's contractors, agents, Outsourcers, and auditors to this Agreement, who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under this Agreement, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

"Highly-Sensitive Personal Information" means an (i) individual's government-issued identification number; (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; or (iii) biometric or health data HIPAA and HCG.

"Personal Information" means information provided to Service Provider by or at the direction of Client, or to which access was provided to Service Provider by or at the direction of Client, in the course of Service Provider's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), in case of both subclauses (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information.

"Security Breach" means (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Service Provider or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of Service Provider or any Authorized Persons or a breach or alleged breach of this Agreement relating to such privacy practices.

2. Standard of Care.

(a) Service Provider acknowledges and agrees that, in the course of its engagement by Client, Service Provider may receive or have access to Personal Information. Service Provider shall comply with the terms and conditions set forth in this Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons. Service Provider shall be responsible for, and remain liable to, Client for the actions and omissions of all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Service Provider's own actions and omissions.

(b) Personal Information is deemed to be Confidential Information of Client and is not Confidential Information of Service Provider. In the event of a conflict or inconsistency between this Clause and the Confidentiality /compliance with laws provisions of this Agreement, the terms and conditions set forth in this shall govern and control.

(c) In recognition of the foregoing, Service Provider agrees and covenants that it shall:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

(ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purposes or for the benefit of anyone other than Client, in each case, without Client's prior written consent; and (iii) not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any, subcontractors, agents, outsourcers or auditors (an "Unauthorized Third Party"), without express written consent from Client unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law, in which case, Service Provider shall (i) use best efforts to notify Client before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to Client for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Service Provider's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal


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Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement relating to the treatment of Personal Information.

3. Information Security.

(a) Service Provider represents and warrants that its collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable local and foreign privacy and data protection laws (including but not limited to HIPAA and HITECH, to the extent they are applicable), as well as all other applicable

(b) Without limiting Service Provider's obligations under Clause 3(a), Service Provider shall implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices including/specifically the International Organization for Standardization's standards: ISO/IEC 27001:2005 - Information Security Management Systems - Requirements and ISO-IEC 27002:2005 - Code of Practice for International Security Management, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

(c) If, in the course of its engagement by Client, Service Provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Service Provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Service Provider's sole cost and expense.

(d) At a minimum, Service Provider's safeguards for the protection of Personal Information shall include: (i) limiting access of Personal Information to Authorized Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (viii) strictly segregating Personal Information from information of Service Provider or its other clients so that Personal Information is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Service Provider's employees.

(e) During the term of each Authorized Employee's employment by Service Provider, Service Provider shall at all times cause such Authorized Employees to abide strictly by Service Provider's obligations under this Agreement and Service Provider's standard policies and procedures. Service Provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of Personal Information by any of Service Provider's officers, partners, principals, employees, agents or contractors. Upon Client's written request, Service Provider shall promptly identify for Client in writing all Authorized Employees as of the date of such request.

(f) Upon Client's written request, Service Provider shall provide Client with a network diagram that outlines Service Provider's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Agreement, including, without limitation: (i) connectivity to Client and all third parties who may access Service Provider's network to the extent the network contains Personal Information; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (for example, firewall, packet filters, intrusion detection and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

4. Security Breach Procedures.

(a) Service Provider shall:

(i) provide Client with the name and contact information for an employee of Service Provider who shall serve as Client's primary security contact and shall be available to assist Client twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify Client of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Service Provider becomes aware of it; and (iii) notify Client of any Security Breaches by telephone at the following number: [TELEPHONE NUMBER]/e-mailing Client with a read receipt at [E-MAIL ADDRESSES] and with a copy by e-mail to Service Provider's primary business contact within Client.

(b) Immediately following Service Provider's notification to Client of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Service Provider agrees to fully cooperate with Client in Client's handling of

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the matter, including, without limitation: (i) assisting with any investigation; (ii) providing Client with physical access to the facilities and operations affected; (iii) facilitating interviews with Service Provider's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or as otherwise required by Client.

(c) Service Provider shall use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Service Provider's expense in accordance with applicable privacy rights, laws, regulations and standards. Service Provider shall reimburse Client for actual costs incurred by Client in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation pursuant to Section 4(d).

(d) Service Provider agrees that it shall not inform any third party of any Security Breach without first obtaining Client's prior written consent, other than to inform a complainant that the matter has been forwarded to Client's legal counsel. Further, Service Provider agrees that Client shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Client's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

(e) Service Provider agrees to fully cooperate at its own expense with Client in any litigation or other formal action deemed necessary by Client to protect its rights relating to the use, disclosure, protection and maintenance of Personal Information.

(f) In the event of any Security Breach, Service Provider shall promptly use its best efforts to prevent a recurrence of any such Security Breach.

5. Oversight of Security Compliance.

Upon Client's written request, to confirm Service Provider's compliance with this Agreement, as well as any applicable laws, regulations and industry standards, Service Provider grants Client or, upon Client's election, a third party on Client's behalf, permission to perform an assessment, audit, examination or review of all controls in Service Provider's physical and/or technical environment in relation to all Personal Information being handled and/or services being provided to Client pursuant to this Agreement. Service Provider shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that processes, stores or transports Personal Information for Client pursuant to this Agreement. In addition, upon Client's written request, Service Provider shall provide Client with the results of any audit by or on behalf of Service Provider performed that assesses the effectiveness of Service Provider's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.

6. Return or Destruction of Personal Information.

At any time during the term of this Agreement at the Client's written request or upon the termination or expiration of this Agreement for any reason, Service Provider shall, and shall instruct all Authorized Persons to, promptly return to the Client all copies, whether in written, electronic or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to the Client that such Personal Information has been returned to Client or disposed of securely. Service Provider shall comply with all directions provided by Client with respect to the return or disposal of Personal Information.

7. Equitable Relief.

Service Provider acknowledges that any breach of its covenants or obligations set forth in this Section or the Service Provider's standard policies and procedures, a copy of which have been provided to Client may cause Client irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, Client is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Client may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

8. Material Breach.

Service Provider's failure to comply with any of the provisions of this Section is a material breach of this Agreement. In such event, Client may terminate the Agreement effective immediately upon written notice to the Service Provider without further liability or obligation to Client.


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Stryker Third-Party Vendor Code of Conduct

Stryker Corporation and our affiliates (collectively, "Stryker" or "we") are committed to conducting our affairs ethically and lawfully and expect that our business partners do the same. Accordingly, we strive to select vendors ("Stryker Vendors" or "our vendors") that share our commitment to honesty, integrity, and corporate responsibility. We understand that, while Stryker Vendors are independent entities, their business practices and actions may impact us and our reputation. Therefore, we expect all of our vendors, and their employees, agents, and subcontractors (referred to collectively as "Representatives"), to adhere to the standards in this Third-Party Vendor Code of Conduct ("Code") while they are conducting business with and/or on behalf of Stryker. Stryker Vendors should educate their Representatives to ensure that they understand and comply with this Code. We reserve the right to amend or modify this Code to adhere to legal, regulatory and industry practices.

LEGAL AND REGULATORY COMPLIANCE PRACTICES

In addition to any specific obligations under their agreements with Stryker, Stryker Vendors shall, without limitation:

- Comply with all applicable local and national laws, statutes, acts, ordinances, rules, codes, standards, guidelines and regulations of the jurisdictions in which our vendors are doing business, as well as the practices of their industry.
- Comply with all applicable trade laws of the United States and any other nation relating to import/export matters, including providing all necessary information to comply with the import requirements of the United States and/or other countries of destination, and not export or re-export any information or products on behalf of Stryker to any proscribed country listed in the U.S. Export Administration Regulations. Stryker Vendors will state the country of origin on goods, packaging and invoices, as well as provide supporting documentation to support available free trade agreement claims.
- Compete for all business opportunities vigorously, fairly, ethically, and legally and will comply with all antitrust and fair competition laws regulating competition and trade in each country where our vendors conduct business. When conducting business for Stryker, our vendors will deal fairly with all individuals and entities with whom they interact and will not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair dealing or practice. Our vendors shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of antitrust laws.
- Not make any direct or indirect payments or promises of payment to government or non-government officials, healthcare professionals, employees, or other individuals or entities for the purpose of inducing those individuals to use or misuse their position to obtain or retain business, nor will Stryker Vendors request or accept any improper payments from Representatives, customers, or anyone seeking to do business with them. Stryker Vendors shall comply with the anti-corruption laws of the countries in which they do business, and any other applicable prohibitions regarding any type of bribery, improper rebate or other corrupt practices, and any successor or replacement statutes, laws and regulations, including without limitation, and to the extent applicable, the United States Foreign Corrupt Practices Act (15U.S.C. §§ 78dd-1, et seq ("FCPA")) and the United Kingdom Bribery Act of 2010.
- Comply with all applicable environmental laws and regulations relevant and applicable to their business operations.
- Be honest, direct, and truthful in discussions with regulatory agency representatives and government officials.

BUSINESS PRACTICES

In addition to any specific obligations under their agreements with Stryker, Stryker Vendors shall conduct their business interactions and activities with integrity and shall, without limitation:

- Record and report all information regarding business transactions involving Stryker accurately and honestly and create, retain, and dispose of records of such transactions in accordance with all applicable legal and regulatory requirements.

[Handwritten Signature]
5/3/21





- Not disclose to others nor use for their own purposes or the purpose of others any Stryker trade secrets, confidential information, knowledge, designs, data, skill, or any other information considered by Stryker as "confidential."
- Respect the intellectual property rights of Stryker and of others, observe and respect all patents, trademarks, and copyrights, and comply with all requirements and terms of their use.
- Observe Stryker's policies regarding gifts and entertainment and avoid the appearance of or actual improprieties and/or conflicts of interests when dealing with Stryker employees. Our vendors and/or their Representatives shall not deal directly, in the course of negotiating a vendor agreement or performing its obligations for Stryker, with any Stryker employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Stryker Vendor.
- Avoid insider trading by buying or selling Stryker or another company's stock when in possession of information about Stryker or another company that is not available to the investing public and that could influence an investor's decision to buy or sell stock.

EMPLOYMENT PRACTICES AND WORK ENVIRONMENT

Stryker Vendors must share Stryker's commitment to human rights and equal opportunity in the workplace. Our vendors shall conduct their employment practices in full compliance with all applicable laws and regulations. This section summarizes the employment standards required of our vendors.

- **Forced or Involuntary Labor.** Our vendors will not use forced or involuntary labor of any type (e.g., forced, bonded, indentured or involuntary prison labor). All employment must be voluntary.
- **Child Labor.** Our vendors will not use child labor and will comply with all child labor laws. The term "child labor" refers to any employed person under the age of 16, under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greater. Stryker Vendors may participate in legitimate workplace apprenticeship, internship and other similar programs that comply with all laws and regulations and are consistent with Article 6 of ILO Minimum Age Convention No. 138 or light work consistent with Article 7 of ILO Minimum Age Convention No. 138.
- **Wages and Benefits.** Our vendors will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime hours, piece rates, and proper classification, and provide legally required benefits.
- **Working Hours.** Our vendors will not exceed maximum hours of work prescribed by law and will ensure that overtime is voluntary and paid in accordance with local laws and regulations.
- **Respect and Dignity.** Our vendors will treat all employees with respect and dignity and will maintain a workplace free from discrimination. Stryker Vendors shall not engage in physical discipline or abuse or the threat thereof or other forms of physical coercion or harassment.
- **Health and Safety.** Our vendors will comply with all applicable health and safety laws, regulations and practices.
- **Freedom of Association.** Our vendors will respect the rights of employees to associate or not associate with any legally constituted group (e.g. a union or works council) and will respect their employees' right to make an informed decision on whether to join such organizations, free of coercion.
- **Proper Documentation.** Our vendors will employ or use only workers who have a legal right to work and must implement procedures to ensure compliance with applicable regulations regarding these requirements.
- **Records.** Our vendors will maintain employee records in accordance with local and/or national regulations.

COMPLIANCE PROGRAM

Stryker Vendors must have a management system designed to ensure compliance with this Code and applicable laws and regulations, identify and mitigate related operational risks, and facilitate continuous improvement ("Compliance Program"). The Compliance Program should contain the following elements:

- Clearly identified company representatives responsible for ensuring implementation and periodic review of the status of the vendor's Compliance Program.
- Processes to identify, monitor, and understand applicable laws and regulations and the additional requirements imposed by this Code.
- A process to identify environmental, health and safety, business ethics, labor, human rights and legal compliance risks associated with their operations, determine the relative significance of each risk, and implement appropriate procedures and physical controls to ensure compliance and control the identified risks.
- Written standards, performance objectives, targets, and implementation plans, including a periodic assessment of the Stryker Vendor's performance against those objectives.

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- o Programs for training managers and workers to implement the Stryker Vendor's policies, procedures, and improvement objectives.
- o Periodic self-evaluations to ensure that our vendor and/or its Representatives are complying with applicable laws and regulations and this Code. Stryker may visit (and/or have external monitors visit) a vendor's facilities, with or without notice, to assess compliance with this Code.
- o Creation of documents and records to ensure regulatory compliance and conformity to the Compliance Program, with appropriate confidentiality measures to protect privacy.

COMPLIANCE WITH CODE AND TERMINATION FOR NON-COMPLIANCE

It is the responsibility of our Vendors to ensure that their Representatives understand and comply with this Code, and Stryker expects our vendors to self-monitor their compliance with this Code. In addition to any other rights Stryker may have under its agreement with a vendor, if Stryker determines or believes that at any time the vendor or its Representatives have failed to comply with any of the standards set forth in this Code, then Stryker has the right to cease its relationship with the vendor without notice and without liability or obligation of any sort accruing to Stryker.

REPORTING OF VIOLATIONS

Stryker Vendors, in compliance with local and national laws and regulations, shall provide a complaint mechanism, free of threat of reprisal, intimidation or harassment, for workers and Representatives to report workplace grievances and violations of this Code. Our vendors shall investigate and take corrective action if needed.

Any violations of this Code should be promptly reported to Stryker. Violations can be reported to your Stryker contact or through the Stryker Ethics Hotline at www.stryker.com in the Corporate Compliance link called "[Contact our Ethics Hotline.](#)" Violations can be reported via the web site, by calling the toll-free telephone numbers provided on the web site, or by email sent to ethicshatline@stryker.com.

QUESTIONS

Questions concerning this Code should be directed to your contact at Stryker or an individual in the Compliance or Legal departments of Stryker.

Julia Bell
5/3/21



Agreement Award



**Indian-Non Judicial Stamp
Haryana Government**



Date : 22/02/2021

Certificate No. GOV2021B4290



Stamp Duty Paid : ₹ 105
(Rs. Only)

GRN No. 73698851



Penalty : ₹ 0

(Rs. Zero Only)



Seller / First Party Detail

Name: Strykerglobal Technology Centrepytitd
H.No/Floor : 10thfloor Sector/Ward : Vbp LandMark : Sec 49 sohna road
City/Village : Gurgaon District : Gurgaon State : Haryana
Phone: 81*****68

Buyer / Second Party Detail



Name : Dayananda Sagar University
H.No/Floor : Kudluge Sector/Ward : Na LandMark : Hosur main road
City/Village: Bengaluru District : Bengaluru State : Karnataka
Phone : 81*****68
Purpose : Agreement Award


Dr. 
Secretary
Dayananda Sagar University
Bengaluru

This teaming agreement is between (a) TriSpace Technologies (OPC) Pvt. Ltd., Bengaluru, India and (b) Dayananda Sagar University (DSU), Bengaluru, India to participate in the Digital Communication innovation Square (DCIS) under Champion Services Sector Scheme (CSSS), Ministry of Communications, Department of Telecommunications. Each party to be called partners.

ABOUT TriSpace Technologies (OPC) Pvt Ltd:

- (a) TriSpace Technologies Pvt Ltd is focused to create power optimization solutions targeting Mobile System-On-Chip (SoC) to extend battery life of device usage and reduce heating issues in the device.
- (b) TriSpace Technologies is a StartUp Company with DPITT number #8156 (formerly DIPP) formed in India with N Vijay Anand as Director. The entity focuses on two parallel tracks:
 - I. Product IP (Intellectual Property) Track to create new platform SoC based products for licensing and sale to US, international, and Indian organization.
 - II. Firmware Track for the creation of DSP-Multimedia firmware targeting platform SoC.
- (c) TriSpace Technologies is incubated at Atal incubation center – Dayananda Sagar University (AIC-DSU).
- (d) TriSpace Technologies is award winner for Best Patents Portfolio ICT StartUp category by CII 2021

The DCIS scheme program participation will be under the overall vision, strategy, and guidance of TriSpace Technologies Pvt Ltd executive team in collaboration with DSU faculty and students; Involved students and faculties to be called TriSpace Technologies Ambassadors.

ABOUT DAYANANDA SAGAR UNIVERSITY:

- (a) Dayananda Sagar University created by an Act of the Karnataka State in 2014, built on this adorable legacy and inspired by its own milestones, is meeting the needs of quality higher education in India.
- (b) DSU has transformed into a global education powerhouse, spread over five campuses, catering to the education needs of over 17,000 students. Operating under the aegis of the Mahatma Gandhi Vidya Peetha Trust in Bengaluru, DSU has enabled the transformation of tens of thousands of young Indian and international citizens into professionals in diverse specializations.
- (c) Research, Innovation, and Incubation spread over 25,000 sq.ft. of industry quality labs, form the core of DSU. DSU has taken the next logical step of laying the foundation to transform the entrepreneurial dream of every young Indian and global citizen into a reality. Enabling this

TriSpace Technologies and DSU Agreement



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transformation is the active support of industry leaders, industry bodies and a dedicated 4 lakh square feet modern ready-to-move-in technology infrastructure.

- (d) The AIC-DSU Innovation Foundation is an initiative of Atal Incubation Center and Dayananda Sagar University with active support from Atal Innovation Mission (AIM), NITI Aayog, and the Government of India.
- (e) The AIC-DSU Innovation Foundation collaborates closely with Dayananda Sagar University, Prominent Startup Mentors, Research Organizations, Angel Investors, Venture Capital Funds et al.

1. THE GOAL OF TriSpace Technologies:

- Build innovative products and productized services targeting Mobile SoC firmware in DSP Multimedia Signal Processing and related technologies in existing and new industries.
- Help generate revenues and profits for shareholders, and partners of TriSpace Technologies Pvt Ltd.

2. ROLES AND RESPONSIBILITIES:

TriSpace Technologies will provide:

- (a) Industry-oriented specialization skills for faculty and student in relevance to the project.
- (b) Create IP and Patents.
- (c) Develop, Augment, and Deploy Firmware products on target Mobile SoC.

Dayananda Sagar University will provide:

- a) The access to highly motivated technical students as well as qualified faculty who are willing to oversee the student teams.
- b) The access to DSP Multimedia compute infrastructure including but not limiting to technology labs, centers, programs, servers, laptops, GPUs, Cloud, technical tools, programming tools, and high-speed internet and other similar or new/emerging technology infrastructure for the students in this program.
- c) The access to physical infrastructure for meetings, events, and conferences, and digital infrastructure including video and phone conferencing for regular communication.

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3. BUSINESS MODEL:

The business model for the DCIS scheme program will consist of Augmenting/Deploying of firmware products targeting Mobile platform SoC. This business model will be refined to improve the operational efficiency of the program as it evolves.

- a. The application phase will typically include the following steps:
 - (a) Patents and Proof-of-concept working prototype of the product by TriSpace Technologies Pvt. Ltd.
 - (b) Selection and teaming of the university student and faculty by TriSpace Technologies Pvt. Ltd.
 - (c) Providing guidance, direction, overview, and mentoring the student teams and faculty, by TriSpace Technologies Pvt. Ltd.
 - (d) Review of the proof of concept into an acceptable Minimum Viable Product (MVP) by TriSpace Technologies with faculty oversight.
 - (e) Creation of a complete business plan and digital presentation material for investors and strategic partners by TriSpace Technologies.
 - (f) Research and identification of potential investors and strategic partners for investment and or licensing or sale of IP by TriSpace Technologies.
 - (g) Grant funding made available in DCIS scheme shall be for exclusive use of TriSpace Technologies to meet scheme objectives. The internship amount for UG interns would be Rs.11,500/- p.m. and PG interns Rs. 14,000/- p.m.. Research Scholars would be paid Rs. 20000/- p.m.. Faculty will be paid on case-to-case basis of upto Rs. 40000/- p.m. The place of work for the interns, Research Scholars and faculty in this project scheme would be AIC-DSU.
- b. The Augmentation/Deployment phase will be hosted outside the University and will be managed by a professional IP licensing team recruited by TriSpace Technologies Pvt Ltd. This phase will typically include recruiting the necessary team members, securing additional funding as required, and building the product into a successful revenue generating opportunity.
- c. TriSpace Technologies will hold full rights on IP licensing/royalty of the products.

4. AREAS FOR COLLABORATION:

TriSpace Technologies Pvt Ltd and DSU will work toward exchanging views, information, experience, reports, presentations, and solutions in the aforementioned areas to build, launch, and grow the DCIS program at AIC-DSU. This collaboration will focus on at a minimal in the following areas:

- (a) Planning, growing, and participating in the DCIS program.
- (b) Helping expand the DSP Multimedia and related expertise and knowledge in students and faculty within the University.
- (c) Seeking grants and contracts funding from government and industry as well as from angel investors, venture capital firms, and strategic investors for TriSpace Technologies Pvt. Ltd.
- (d) Identifying and building products with valuable proprietary technology for patenting intellectual property generated by the DCIS program scheme.

TriSpace Technologies and DSU Agreement



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- (e) Growing the DCIS program successfully for the benefit of students, faculty, University, and TriSpace Technologies Pvt. Ltd.

5. INTELLECTUAL PROPERTY (IP):

All IP generated in this program directly or indirectly working with students individually or in teams, with or without faculty, with or without mentors, and with or without industry partners or with or without DSU will be exclusively owned TriSpace Technologies Pvt. Ltd.

For TriSpace Technologies Pvt Ltd to be successful financially and in business, it is critical that all confidential and proprietary information relating to the program, its products, must be maintained in confidence. "Confidential and Proprietary Information" means any trade secret or other confidential technical, business, financial, process, or other proprietary information developed by the TriSpace Technologies Pvt Ltd either alone or in coordination with the students, faculty or University or relating to this program.

All students and faculty will therefore sign the "TriSpace Technologies Pvt Ltd Terms and Conditions" document assigning the IP exclusively to TriSpace Technologies Pvt Ltd and for maintaining the confidentiality and proprietary information, knowledge, processes, data, models, code, algorithms, and other such confidential material of all the products built under this program at DSU. TriSpace Technologies Pvt. Ltd. Will build and execute an IP protection strategy by filing of appropriate copyrights, provisional patents, and full patents.

6. PUBLIC ANNOUNCEMENTS:

All press releases or other formal public communications (except social media postings) of any sort relating to this Agreement or the transactions contemplated between the parties, including the method of release of the publication relating to the shall be subject to the mutual approval of both parties.

7. NAME, BRAND, AND LOGO:

Each party may use the other party's name or logo in marketing materials for proposing the services mentioned in this Agreement provided such marketing materials are mutually approved by the parties.

8. AMENDMENTS IN THE AGREEMENT:

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. Modifications and amendments to this agreement, including any exhibit or appendix, shall be enforceable only if they are in writing and are signed by authorized representatives of both parties.

9. TERMINATION:

- (a) *General Termination:* This Agreement begins on the date of the last party signing this agreement and will continue until terminated. Both parties reserve the right to terminate this Agreement by either party giving six months written notice to the other party. A mutually acceptable termination plan will then be developed and implemented to address the continuance of programs and projects established before the effective date of termination to not harm either party, clients, and partners or the reputation of either party.

TriSpace Technologies and DSU Agreement 4



04 May 2022

(h) *Termination Because of Material Breach:* Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues for a period of 30 business days after the injured party delivers written notice to the breaching party reasonably detailing the breach.

10. DISPUTE RESOLUTION:


In the event of any dispute or difference between the organizations relating to or arising out of this Agreement, both parties shall use their best efforts to settle their disputes or differences amicably by mutual discussions, negotiations, or conciliation. Failing this the dispute will be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules at a location and or method (including digital arbitration) convenient to both the parties.

11. SEVERABILITY:

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable.

12. OTHER:

The parties further agree that a telefaxed, scanned-mailed, PDF, or other permanent electronic copy of this Agreement may be used for execution and that a telefaxed, scanned, emailed or other electronic copy of the fully executed Agreement shall have the same force and effect as the original, executed Agreement.



13. ASSIGNMENT:

The Agreement shall not be assigned, in whole or in part by either party without obtaining the prior written consent of the other party.

IN WITNESS WHEREOF the Parties to this Memorandum of Understanding have affixed their signature at (Place) this Wednesday, May 4, 2022.


Dr. Puttamadappa C.
Registrar,
Dayananda Sagar University

Phone: 91- 80-49092908

Email: registrar@dsu.edu.in

Date: May 4, 2022



N Vijay Anand
Director
TriSpace Technologies (OPC) Pvt Ltd.

Phone: +91-9482165713

Email: nvijay.anand@trispacetech.com

Date: May 4, 2022





UiPath Academic Alliance Program Agreement

This Agreement is entered by and between the following parties for the purpose of entering into the UiPath Academic Alliance Program.

- (A) **UiPath SRL**, a company registered under the laws of Romania and having its registered office at 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, Bucharest 010639, Romania (hereinafter referred to as “**UiPath**”) which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns); and
- (B) **Dayananda Sagar University**, a private university registered under Indian law and having its registered address at Hosur Main Road , Kudlu Gate , Bangalore, Bengaluru, Karnataka, 560068, India (hereinafter referred to as the “**Partner**”) which term unless it be repugnant to the context or meaning thereof means and include its successors, affiliates, successor in interest, authorized representatives and assigns)

Both **UiPath** and the **Partner** shall individually be referred to as “Party” and jointly as “Parties”.

1. DEFINITIONS

- 1.1. “**Academic Alliance Program**” means the program developed by UiPath whereby UiPath enters into partnerships with universities, educational institutes, high schools or governmental educational authorities for the purpose of raising awareness, promoting and providing resources for enabling robotic process automation software courses, trainings and any other educational programs.
- 1.2. “**Courses**” means the courses made available by the Partner, which may include access to the UiPath Academy website and related Teaching Resources;
- 1.3. “**UiPath Community Edition Platform**” means the free version of the UiPath RPA Platform, that may be used by the Partner for the purpose of delivering the Courses, subject to the terms set out herein;
- 1.4. “**Qualified Educators**” means an individual employed by, or collaborator of, the Partner who has successfully completed the qualification requirements stated in this Agreement;
- 1.5. “**Student**” means any individual enrolled in a Course, including full time or part time students and continuing education students of the Partner;
- 1.6. “**Logo**” means the UiPath Academic Alliance Program logo and/or trademark;
- 1.7. “**Teaching Resources**” means the teaching, training, evaluation and other materials that UiPath makes available to the Partner in electronic or hard copy formats to be used by the Partner in providing the Courses;
- 1.8. “**Term**” has the meaning specified in Section 7 of this Agreement.
- 1.9. “**UiPath Academy**” means the platform available at the following web address <https://www.uipath.com/rpa/academy> and subject to the terms set out therein;
- 1.10. “**UiPath RPA Platform**” means the suite of software components (UiPath Studio, UiPath Orchestrator, UiPath Robot) and UiPath Activities (meaning any software templates for automation projects) and other software, made available or published by UiPath and licensed to the Partner under this Agreement, including Manuals, together with all Improvements.

All capitalized terms not otherwise defined here will have the meaning specified in the UiPath Community Terms.

2. LICENSE GRANTS

- 2.1. The UiPath Community Edition Platform may be used subject to the terms located at the following web address: <https://www.uipath.com/developers/community-edition/license-agreement> (or successor

- website) (the "UiPath Community Terms"). The UiPath Community Terms are incorporated herein by reference, provided that if there is any inconsistency between such terms and any terms of this Agreement, this Agreement shall prevail.
- 2.2. Subject to the terms of this Agreement, UiPath hereby grants to Partner a limited, non-exclusive, non-transferable, and non-sublicensable license during the Term to: (i) deliver the Courses to Students; (ii) reproduce a reasonable number of copies of the Teaching Resources for use in providing Services subject to any restrictions in the UiPath Community Edition Terms; and (iii) display and internally distribute the UiPath Teaching Resources to Students taking the Courses, provided that such resources retain all proprietary markings of UiPath. Subject to this license, the Partner may create any outputs, including but not limited to any software programs, artifacts, charts or workflow diagrams (collectively "Development Outputs"), test and execute them in non-production environments. The Partner retains all rights, including all Intellectual Property Rights, in the Development Outputs resulting from the Partner's use of the UiPath Community Edition Platform, in accordance with this Agreement.
 - 2.3. UiPath acknowledges that each Student may individually download the UiPath Community Edition Platform subject to the UiPath Community Terms.
3. **FEES AND TAXES.** UiPath does not charge any license fees in connection to the Academic Alliance program under this Agreement
4. **PUBLICITY.**
 - 4.1. The Partner authorizes UiPath to publicly identify the Partner as a partner in the Academic Alliances Program and include the Partner's name and logo on the UiPath's website and other promotional and marketing materials. The Partner is authorized to use UiPath's trademarks and logos as provided in the Teaching Materials for the delivery of the Courses and to identify UiPath as a partner within the Academic Alliance Program.
 - 4.2. UiPath authorizes the Partner to use the Logo subject to the guidelines attached hereto in Exhibit B.
5. **QUALIFIED EDUCATORS.** The Partner shall ensure that the Qualified Educators meet the following qualification criteria:
 - a) participate in and complete readiness curriculum provided by UiPath with exercises and projects to prepare for initial class delivery. The curriculum may include self-learning courses, study material, page-turn sessions, in-person or live workshops. The goal is for the Qualified Educators to be very familiar and confident to deliver the classes to the students.
 - b) keep up-to-date with different courses or documents provided as a part of the Academic Alliance Program or Qualified Educator community from time to time, especially after UiPath releases a new update or version of the UiPath RPA Platform.
6. **COVENANTS.** The Partner agrees that:
 - a) it shall assign and identify at least one, but preferably two Qualified Educators on staff who will learn, develop expertise and deliver the Courses to the Students. UiPath is not, in any event, responsible for providing personnel to the Partner in connection with the Courses;
 - b) it shall run at least one full Course in a calendar year for regular, enrolled Students; and
 - c) it shall be solely responsible for fulfilling the terms of any agreement between the Partner and its Qualified Educators, and UiPath shall not be obligated to perform, or be deemed liable for the Partner's nonperformance of, any of the Partner's obligations thereunder.
7. **COURSES.**
 - 7.1. The Partner represents that the Courses' number, structure, duration and other relevant information is accurately set out in the Exhibit A of this Agreement.

- 7.2. The Partner shall be responsible for the following with respect to the Courses:
- The Partner shall deliver the Courses to the quality standards and in accordance with all other requirements stated in this Agreement;
 - The Partner agrees to provide UiPath with periodic reports concerning the Partner's compliance with the terms and conditions specified in this Agreement. Such reports may include, but are not limited to, providing UiPath the name of the Partner's class(es) and the number of students enrolled in each class;
 - The Partner agrees to actively promote the Courses. Such promotion may include course catalogues, school web site and the like or more active promotion such email notifications to students.
8. **TERM & TERMINATION.** This Agreement is effective on the date the last Party signs ("Effective Date") and shall be effective for two (2) years from the Effective Date, subject to one (1) year automatic renewals and unless earlier terminated by either Party with a 60 (sixty) days prior written notice. UiPath can terminate the UiPath Community Edition Platform access, website or any service immediately as part of a general shut down of UiPath service. All rights granted under this Agreement shall terminate immediately on the effective date of termination of this Agreement.
9. **EXPORT.** Notwithstanding anything from the above, each Party acknowledges that the UiPath Enterprise RPA Platform may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions (the "Export Control Regulations") regulating the export and reexport of the UiPath Enterprise RPA Platform. Each Party represents that it is not named on any Export Control Regulations list of restricted parties. Each Party hereby agrees and undertakes that it shall not knowingly export or reexport the UiPath Enterprise RPA Platform (or any product, process or service resulting directly therefrom), directly or indirectly, to any country or a foreign national of a country in violation of any such Export Control Regulations.
10. **CONSENTS.** The Partner undertakes to obtain all relevant consents required under the applicable laws in order for the Partner and UiPath to be able to monitor the progress of the Students using the UiPath Community Edition Platform and for the Students to register on the UiPath website. For the avoidance of any doubt, the Partner will obtain the parental consent for the Students for which such consent is necessary in accordance with the local applicable laws.

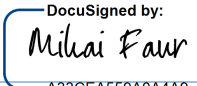
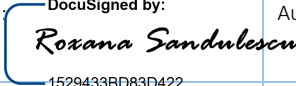
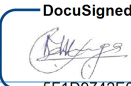
Signatures		
UiPath Inc.	UiPath SRL	Dayananda Sagar University
Address: 90 Park Ave 20th floor, New York, NY 10016, USA	Address: 4 Vasile Alecsandri Str. and 11 Daniel Constantin Str., Building A, floors 5 and 6, District 1, Bucharest	Address: Hosur Main Road , Kudlu Gate , Bangalore, Bengaluru, Karnataka, 560068, India
By: Mihai Faur	By: Roxana Sandulescu	By: Dr M K Banga
Title: Chief Accounting Officer & Corporate Controller	Title: Global Contracting VP	Title: Chairman, Dept of Computer Science
Authorized Signature:  DocuSigned by: Mihai Faur	Authorized Signature:  DocuSigned by: Roxana Sandulescu	Authorized Signature:  DocuSigned by: Dr M K Banga
Date: 2/8/2019 A33CEA559A0A4A9...	Date: 2/8/2019 1529433BD83D422...	Date: 2/11/2019 5F1D9742E0EF479...

EXHIBIT A
Courses

Course Title	Robotic Process Automation Design & Development
Abstract/Course Overview:	This course aims at providing knowledge of basic concepts of Robotic Process Automation to University students. It further builds on these concepts and introduces key RPA Design and Development strategies and methodologies specifically in context of UiPath products. The student undergoing the course shall develop the competence to design and develop a robot for a defined process.
Course Level:	201
Duration:	One Semester – Approximately 60 hrs of content in the form of Lecture, Lab and Demos
Delivery:	Self-learning via portal and / or Formal Class room sessions
Course Outcome:	<ul style="list-style-type: none"> • Learn the basic concepts of Robotic Process Automation; • Understand processes which can be automated, associated business documentation basics, RPA journey of an organization; • Develop familiarity and deep understanding of UiPath tools; • Develop ability to independently design and create robots for business processes; • Learn the business best practices;
Student Profile:	This course is intended for University Engineering students who want to acquire the skills of designing and developing robots for process automation
Adoption Model	Integration to University curriculum
R Required Prior Knowledge	<p>Required:</p> <ul style="list-style-type: none"> • Students should have successfully completed computer programming 101 level course. <p>Good to Have (Not mandatory but shall accelerate the learning):</p> <ul style="list-style-type: none"> • Lean six sigma; • .Net, VB, C#, JavaScript, HTML, SQL queries; • Knowledge of key terminologies (OCR, Process flow, Exception handling, Bots, Algorithms).

EXHIBIT B



Logo Usage Guideline

UiPath authorizes the Partner to use the UiPath Academic Alliance Logo subject to the following conditions:

- not use the Logo with objectionable material (for example, material that is defamatory, scandalous, pornographic or illegal) or create derivative works based on the Logo.
- use the Logo only in the manner, for the purpose, and in the media stated in contractual agreement.
- the Logo should never be locked up with any other logo of either universities or other partner's logo.
- include the legend, "®" or "™", as appropriate next to the Logo.
- not change or alter the Logo in any way, combine it with any other trademark, or use it with any other word, design, logo or other element, unless permitted in writing by UiPath.
- not use the UiPath corporate logo with the "Academic Alliance" description unless formally approved for specific activity.
- not use the Logo in a manner that suggests your product or service is provided under the Logo of, or by, UiPath.

UiPath may revoke the rights in this section at any time either without cause in its sole discretion.





सत्यमेव जयते

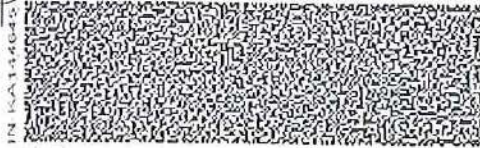
INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA14464523444293U
 Certificate Issued Date : 27-Aug-2022 02:59 PM
 Account Reference : NONACC (FI)/ kacrsf108/ BOMMANAHALLI1/ KA-JY
 Unique Doc. Reference : SUBIN-KAKACRSFL0843433140966353U
 Purchased by : DAYANANDA SAGAR UNIVERSITY
 Description of Document : Article 37 Note or Memorandum
 Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : DAYANANDA SAGAR UNIVERSITY
 Second Party : ULTRATECHSONIC SOLUTIONS
 Stamp Duty Paid By : DAYANANDA SAGAR UNIVERSITY
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)
 सत्यमेव जयते



Please write or type below this line

In the interest of establishing a relationship of mutual benefit to both organizations, Dayananda Sagar University (DSU), Bangalore and UltratTechSonic Solutions Ltd., Bangalore have agreed to collaborate in the areas of academic and research related activities as mentioned in this MoU.

[Signature]

[Signature]

[Signature]

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



DRAFT
MEMORANDUM OF
UNDERSTANDING
BETWEEN
DAYANANDA SAGAR
UNIVERSITY
&
ULTRATECHSONIC SOLUTIONS

A Memorandum of Understanding on "Academic Collaboration"



AUGUST 29, 2022
DAYANANDA SAGAR UNIVERSITY
Bangalore

Dayananda Sagar Institutions founded in the 1960s is committed to take knowledge to the people, transforms today's students into responsible citizens and professional leaders of tomorrow. Dayananda Sagar University created by an Act of the Karnataka State in 2014, built on this adorable legacy and inspired by its own milestones, meeting the needs of quality higher education in this part of the world. DSU is a proud member of the Dayananda Sagar Institutions family. Operating under the aegis of the Mahatma Gandhi Vidya Peetha Trust in Bengaluru, DSI has enabled the transformation of tens of thousands of young Indian and international citizens into professionals in diverse specializations. Presently, the dynamics of study programmes demand, combined with the institutional capabilities has led to Bachelor study programmes, Master study programmes and a PhD study programmes. Research, Innovation and Incubation form the core of DSU. DSU is laying the foundation to transform the entrepreneurial dream of every young Indian and global citizen into a reality. Active support of industry leaders and industry bodies helps in enabling this transformation

and


Ultratechsonic Solutions emerged in the year 2019 from its parent organization Ultrasonic Solutions. Ultratechsonic Solutions is a professionally managed Distributor cum Marketing Organization in the field of Ultrasonic equipments having a large customer base in South India with wide range of industries that used Ultrasonic applications like Plastic Welding, Cleaning Machines, Sewing Machines, Special Purpose Machines and most importantly welding job work to many companies.. Ultrasonic machining is changing the face of manufacturing industries with its superlative performance by evolving less heat in the process. All operations carried out with the ultrasonic machining method are cost effective and best in results.

The company has numerous clients particularly those coming in from Multi-National Companies, Public and Private Sector Companies, Educational Institutions, Research Institutions, Pharma Companies, Automobile Industries, Telecom Industries, and many more.

The organization is backed by a dexterous team that aids in making the offered range as supreme quality products available to their prestigious clients. Owing to the sincere efforts of the team, the company has been capable of catering to the diverse requirements and demands of their key clients. Committed to serving to the satisfaction of their clients, the team ensures that it checks the whole range of the products based on various parameters and hence ensures a defect-free range is delivered.

The motivation behind Ultratechsonic Solutions is to ensure "Make in India", where all the components are locally sourced making it user friendly and easily serviceable. The company believes in achieving optimum quality, superior performance, long lasting service, less maintenance cost and user-friendly interface in all their offered products. In addition to this, several tests are carried out on well-defined parameters to assure their flawlessness and quality before supplying to clients.

In the interest of establishing a relationship of mutual benefit to both organizations, Dayananda Sagar University (DSU), Bangalore and UltratechSonic Solutions Ltd., Bangalore have agreed to collaborate in the areas of academic and research related activities as mentioned in this MoU.



Points to be covered in MoU of UltraTechSonic Solutions with Dayananda Sagar University, Bangalore

Objectives:

1. To contribute for enhancing skills of students/aspirants through research experiments, workshops, training programs in order to enhance the quality of Technical and Engineering education in the Country.

Scope:

The Scope of collaboration on academic and research activities in this Memorandum of Understanding includes the following points

1. Ultrasonic welding machine and Ultrasonic Sealing machine specifically will be provided to Dayananda Sagar University for a period of one year starting from 29/08/2022.
2. These machines are going to be provided free of cost along with tables and commissioning of the machines.
3. The maintenance and service of these machines will be done free of cost, periodically for 1 year by UltraTechSonic Solutions
4. The power requirements, safety measures and other basic accessories will be provided by Dayananda Sagar University
5. The executives of UltraTechSonic Solutions will be allowed to access the machines, on consultation with the lab coordinator as and when any need arises
6. The machine is being given to motivate students and faculties to involve in active research and hence 100% utility is desired.
7. The outcomes of this lab, in the form of publications, products or training programs and consultancy works carried out on these machines will acknowledge UltraTechSonic Solutions.
8. From the funds generated out of consultancy projects,
 - a. 15% will be shared with UltraTechSonic Solutions
 - b. 15% will be spent on societal responsibilities
9. Any products developed that may likely be patented will also have UltraTechSonic Solutions as an applicant.
10. The university will include the name of the company UltraTechSonic Solutions in all the brochures and training programs conducted with these machines
11. Some products made using the ultrasonic welding machines may also be given for a period of 1 year as a demo product for companies seeking consultancy work.

Advertising & Publicity

Both the parties will publicly advertise the collaboration under this MoU among students, staff etc., as agreed by their management. Where reasonably possible, in making advertisements or public announcements in relation to this MoU, each organization shall acknowledge the participation of other organization and the contribution that other organization has made if any.



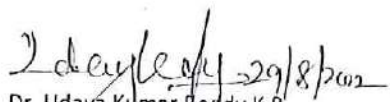
Commencement, renewal, termination and amendment

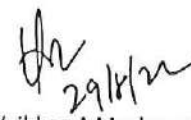
This MOU will come into force upon affixing of the signatures of the representatives of the both organizations and will remain in effect for one (1) year. Renewal of the MoU, as per mutual agreement of both organizations, is based on the effective utility that benefits students, faculties, research community and industries. If either of the organization wishes to terminate the MOU at the end of the one-year period or in between, it must notify the other organization not less than six months prior to the expiry of the MOU. The event of termination will not affect participants from completing their activities at the host party already initiated or ongoing unless otherwise mutually agreed. Modifications to MoU will be made by mutual consent and any amendment or extension to the MoU will be formalized by the exchange of letters and or emails between the two organizations.

Coordinators:

Each organization agrees to appoint overall Coordinators for the administration of this MOU. The coordinators will serve as the contact persons on campus. These coordinators will ensure smooth flow of communication and would be responsible to ensure that necessary approvals are in place for student/faculty exchange, articulation agreement etc. These coordinators will be responsible to ensure the effectiveness and enforcement of MOU. Both organizations are responsible for keeping their contact details up to date. Contact details and address of the designated coordinators are given here under:

For: Dayananda Sagar University (DSU)	For: UltraTechSonic Solutions
Dr. Arungalai Vendan S, Dr. Theodore Chandra S, Prof. Mukti Chaturvedi, Prof. Sharanabasavaraj,	Name: Mr. Alwin Raj Lobo Title: Proprietor Contact Details: Telephone: 9844117861 / 7676689905 Email: ultratechsonicsolutions@yahoo.com
Title: Coordinators Contact Details: Telephone: 9994748264 Email: theodore-ece@dsu.edu.in	


Dr. Udaya Kumar Reddy K R
DEAN,
School of Engineering, DSU


Dr. Vaibhav A Meshram
Chairman, ECE
School of Engineering, DSU


Alwin Raj Lobo
UltraTechSonic Solutions Ltd.,
Bangalore



Dayananda Sagar University

live the dream

Shavige Malleshwara Hills,
Kumaraswamy Layout,
Bangalore - 560 078.
Karnataka, India.
Tel : +91-80-42201997,
42113566, 26662226
Fax : 080-42201997, 080-26660789
www.dsu.edu.in

Ref. :

Date :

Memorandum of Understanding (MoU)

This agreement is made on *3rd June 2019*

Between

(1) **The University of Huddersfield, Queensgate, Huddersfield, West Yorkshire, HD1 3DH, United Kingdom ("UoH");**

and

(2) **Dayananda Sagar University (DSU), Bengaluru, *India***

1. Introduction

The purpose of this MoU is to foster collaboration between the University of Huddersfield and Dayananda Sagar University. The aim is to establish an academic link between the institutions for mutual benefit and in a spirit of friendship and co-operation.

2. Areas of Co-operation

The parties agree to promote the collaboration in the following areas to further the common interests of the two parties:

- a. Exploration of collaborative research projects
- b. Exchange of teaching and research staff
- c. Organisation of joint academic activities such as seminars, lectures, conferences
- d. Exchange of academic materials and other information of common interest
- e. Progression and exchange of students

Senior staff from Dayananda Sagar University (DSU) and UoH will communicate and meet regularly in order to promote the collaboration.

3. Intellectual Property

Ownership of intellectual property shall vest in the party who creates it and shall be treated as confidential information unless specifically agreed otherwise by the parties.



Dayananda Sagar University

Love the dream.

Shavige Malleshwara Hills,
Kumaraswamy Layout,
Bangalore - 560 078.
Karnataka, India.
Tel : +91-80-42201997,
42113566, 26662226
Fax : 080-42201997, 080-26660789
www.dsu.edu.in

Ref. :

Date :

4. Use of Names, Logos, Marketing and Publicity

Neither party shall use the name or logo, or any variation thereof, of the other without first obtaining written consent from the other party.

5. Review

This agreement will be reviewed annually but may only be varied in writing, signed by the parties (or their authorised representatives).

6. Validity and Termination

This agreement shall remain valid for 5 years unless terminated by:-

- a. mutual agreement between the two parties; or
- b. either party by 6 months written notice.

Signed on behalf of
University of Huddersfield

Dave Taylor

Date

Endorsed by
Professor Dave Taylor, Pro Vice-Chancellor (International)
University of Huddersfield

3/6/2019

Date

Signed on behalf of
Dayananda Sagar University

[Signature]

Vice Chancellor
Date
Dayananda Sagar University
Bangalore.

3/2/2017

AGREEMENT OF COOPERATION

BETWEEN

Dayananda Sagar University
(Bangalore, Karnataka, India)

AND

The University of Texas at Arlington
(Arlington, Texas, USA)

The University of Texas at Arlington, located at 701 S. Nedderman Dr, Arlington Texas 76019 (hereinafter referred to as "UTA"), and Dayananda Sagar University, located at Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore 560078, Karnataka, India (hereinafter referred to as "DSU") enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between UTA and DSU are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the economic, cultural and social environment of the respective institutions.

II.

To achieve these goals, UTA and DSU will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;
- faculty at UTA and DSU will collaborate together and write proposals for joint funding for grants such as Nehru-Fulbright Fellowships, BHAVAN Fellowships, GIAN Fellowships, Fulbright Specialist program, NSF (USA)-SERB(India) joint PIRE Grants, etc.;
- DSU will send undergraduate students to UTA as part of a pathways program;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- both institutions will work together to create opportunities for credit transfer between institutions;



- DSU will assist UTA in recruiting well qualified students from DSU for graduate study at UTA;
- partner to create Ph.D. study opportunities for DSU faculty who do not hold a doctorate;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.

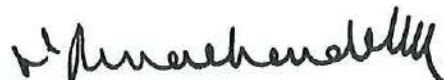
III.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. UTA's coordinate for academic collaborations will be its Provost and Vice President of Academic Affairs. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

- be the primary point of contact to develop academic agreements between institutions;
- to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
- to act as principal contracts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
- to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

This general Agreement shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.



V.

Both parties understand that all financial arrangements will have to be negotiated and mutually agreed upon in writing prior to any endeavor under this Agreement, and will depend on the availability of funds. Nothing herein commits either party to any specific financial requirements. Both parties will seek financing of joint activities from sources available to them.

VI.

Upon approval by each institution, this agreement shall remain in effect for a period of five (5) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the Agreement at the time such notice is given have completed their respective courses of study under the Agreement, whichever event occurs last. Termination shall be without penalty. If this Agreement is terminated, neither UTA nor DSU shall be liable to the other for any monetary or other losses which may result.

VII.


In order to enhance the efficacy of their cooperative activities, UTA and DSU agree that it should be possible to amend this Agreement by means of mutually agreed upon written amendments. Said amendments shall not be effective until they have been reduced to writing and executed by the authorized representatives of both parties.

EXECUTED by UTA and DSU in duplicate copies, each of which shall be deemed an original and of which each university has taken one. Each university may accompany the signed Agreement with a translated version for internal reference purposes, always recognizing the English version as having legal authority.

THE UNIVERSITY OF TEXAS
AT ARLINGTON

DAYANANDA SAGAR UNIVERSITY

Dr. Vistasp M. Karbhari
President
Date: _____



Dr. D. Premachandra Sagar
Pro Chancellor
Date: 03/02/2017

 03/02/2017

AGREEMENT OF COOPERATION

BETWEEN

Dayananda Sagar University
(Bangalore, Karnataka, India)

AND

The University of Texas at Arlington
(Arlington, Texas, USA)

The University of Texas at Arlington, located at 701 S. Nedderman Dr, Arlington Texas 76019 (hereinafter referred to as "UTA"), and Dayananda Sagar University, located at Shavige Malleshwara Hills, Kumaraswamy Layout, Bangalore 560078, Karnataka, India (hereinafter referred to as "DSU") enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between UTA and DSU are as follows:

- to promote interest in the teaching and research activities of the respective institutions, and
- to deepen the understanding of the economic, cultural and social environment of the respective institutions.

II.

To achieve these goals, UTA and DSU will, insofar as the means of each allow:

- promote institutional exchanges by inviting faculty and staff of the partner institutions to participate in a variety of teaching and/or research activities and professional development;
- faculty at UTA and DSU will collaborate together and write proposals for joint funding for grants such as Nehru-Fulbright Fellowships, BHAVAN Fellowships, GIAN Fellowships, Fulbright Specialist program, NSF (USA)-SERB(India) joint PIRE Grants, etc.;
- DSU will send undergraduate students to UTA as part of a pathways program;
- receive undergraduate and graduate students of the partner institution for periods of study and/or research;
- both institutions will work together to create opportunities for credit transfer between institutions;



- DSU will assist UTA in recruiting well qualified students from DSU for graduate study at UTA;
- partner to create Ph.D. study opportunities for DSU faculty who do not hold a doctorate;
- organize symposia, conferences, short courses and meetings on research issues;
- carry out joint research and continuing education programs; and
- exchange information pertaining to developments in teaching, student development and research at each institution.


III.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. UTA's coordinate for academic collaborations will be its Provost and Vice President of Academic Affairs. The coordinators, working with other appropriate administrators at the respective universities, shall have the following responsibilities:

- be the primary point of contact to develop academic agreements between institutions;
- to promote academic collaboration at both faculty, graduate and undergraduate student levels for research and study;
- to act as principal contracts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- to distribute to each institution information about the faculty, facilities, research, publications, library materials and educational resources of the other institution; and
- to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

IV.

This general Agreement shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.



V.

Both parties understand that all financial arrangements will have to be negotiated and mutually agreed upon in writing prior to any endeavor under this Agreement, and will depend on the availability of funds. Nothing herein commits either party to any specific financial requirements. Both parties will seek financing of joint activities from sources available to them.

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VII.

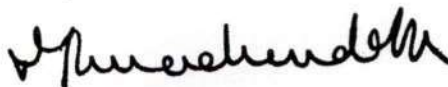
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EXECUTED by UTA and DSU in duplicate copies, each of which shall be deemed an original and of which each university has taken one. Each university may accompany the signed Agreement with a translated version for internal reference purposes, always recognizing the English version as having legal authority.

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President
Date: _____



Dr. D. Premachandra Sagar
Pro Chancellor
Date: 03/02/2017

 03/02/2017



Letter of Understanding (LOU)

Between

Connecting Dreams Foundation

And

Dayananda Sagar University

This Letter of Understanding (LOU) is effective from June 01, 2021, is entered into by and between

Connecting Dreams Foundation (CDF) having its office at B-41, Arya Nagar Apartments, I.P. Extension, Delhi, 110092 (Hereinafter referred to as “Vodafone Intelligent Solutions implementing partner”)

And

Dayananda Sagar University having its address at Dayananda Sagar University Hosur Main Road, Kudlu Gate Bengaluru-560 068 India (Hereinafter referred to as **Dayananda Sagar University**)

Recitals

- I. Whereas, Vodafone Intelligent Solutions represented by its country partner for India- Connecting Dreams Foundation, is skill building & learning digital platform where students and faculty of DSU can achieve industry relevant skills.
- II. Whereas, **Dayananda Sagar University** is a collegiate public state university located in Bengaluru, Karnataka. The institute empowers the students by inculcating various technical and soft skills.

Objectives

The objective of this LOU is to mutually complement both of the above parties energies, outreach and efforts to curate opportunities of collaborations, sharing of knowledge resources and jointly work on building capacities of the students and faculty of DSU through the _VOIS for Tech: Learning with Vodafone University Engagement Program.

Duration

This LOU is initially for one year duration w.e.f. June 01, 2021.

Operational Aspects

Where Connecting Dreams Foundation will on-board 'Dayananda Sagar University' as the 'Partner Institution' for _VOIS for Tech program, and will work closely with Dayananda Sagar University's Team to leverage their student/learner base and other important stakeholders to build industry relevant skillset & enhance employability prospect of students/ learners by providing market-linked skills. Vodafone Intelligence Solutions country partner- Connecting Dreams Foundation will facilitate the on-boarding of learners (students) for the program for better learning opportunities.

In order to maintain the desired level of social media outreach, each party promises to follow the branding guidelines for social media amplification sent as a part of the communication package. With respect to the social media outreach, each party will also appoint an appropriate person(s) to represent the organization.

Termination and Extension of LOU

The partnership covered by this LOU shall terminate upon completion of the agreed upon period. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the other party may terminate the agreement with immediate effect if there is no resolution available for the breach. This LOU can be extended further as per the mutual agreement between the parties.

Financial Aspects

This LOU is of non-financial in nature where there is no financial transaction or provisioning involved.

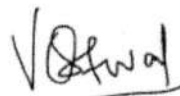
The terms and provisions in this LOU also apply to any subsequent Addendum to this agreement. IN WITNESS WHEREOF, the parties hereto have executed this LOU on June 01, 2021.



Dr. A. Srinivas,
Dean, School of Engineering,
Dayananda Sagar University

DEAN - SCHOOL OF ENGINEERING,
DAYANANDA SAGAR UNIVERSITY,
KUDLU GATE, HOSUR MAIN ROAD,
BENGALURU - 560 068

19 Aug 2021



Vaibhav Ostwal
Director Program Management
B-41, Arya Nagar Apartments, I.P.
Extension, Delhi, 110092



Academic Alliance Program

MEMORANDUM OF UNDERSTANDING
BETWEEN
ZIROH LABS PVT LTD, BANGALORE
AND
SCHOOL OF ENGINEERING, DAYANANDA SAGAR UNIVERSITY

IN RESPECT OF INTERACTION OF ACADEMIA AND INDUSTRY FOR IMPROVING THE QUALITY OF TEACHING, FOR IMPARTING PRACTICAL SKILLS TO STUDENTS, UNDERTAKING RESEARCH AND CONSULTANCY

PREAMBLE:

THIS MEMORANDUM OF UNDERSTANDING entered into on 12th August 2021 between ZIROH LABS PVT LTD having its office at #21, GoodWorks Infinity Park, Tower 1, 2nd Main Road, Electronics City Phase 1, Electronic City, Bengaluru, Karnataka 560100, (hereinafter referred to as "Ziroh Labs"), mostly mentioned as Ziroh Labs of the First Part and School of Engineering, Dayananda Sagar University having its campus on Hosur Rd, Kudlu Gate, Srinivasa Nagar, Hal Layout, Singasandra, Bengaluru, Karnataka 560014 (hereinafter referred to as SoE, DSU) of the

SECOND PART:

WHEREAS, Ziroh Labs is a Company registered under Company Law and basically working on the development of new cryptographic and distributed system techniques that preserve the privacy of information being stored in cloud computing storage infrastructure

AND WHEREAS SoE, DSU is offering programs in the fields of Computer Science & Engineering, Artificial Intelligence and Machine Learning, Data Science, Cyber Security, Computer Science & Technology, Electronics & Communication Engineering, Mechanical Engineering and Aerospace Engineering.

AND WHEREAS the parties hereto are desirous of recording the terms and conditions of their agreement in writing as follows:

1. The subject matter of this MOU is to do research and development on cryptography, networks, and distributed systems with Ziroh Labs and to provide project-based learning experience to students.
2. Ziroh Labs is authorized by this MOU to use the services of faculty members and students of SoE, DSU in terms of this MOU.
3. Faculty members and students of SoE, DSU will do research and development on cryptography, networks, and distributed systems together with Ziroh Labs.

ARTICLE 1:

MODES OF COLLABORATION

It is mutually agreed that upon the mutual consent of the institutions, collaboration shall be carried out to the extent feasible through such activities as listed below:

1. Faculty members and students of SoE, DSU will do Research and Development on projects related to Cryptography, Computer Networks, and Distributed Systems with Ziroh Labs. There will be a separate agreement to be signed by the parties for each such project.
2. SoE, DSU will provide students to Ziroh Labs as an intern, and Ziroh Labs will provide priority selection of students for internship.
3. Ziroh Labs will provide their products to SoE, DSU for test or trial under an academic license agreement from time to time.
4. Ziroh Labs will provide academic inputs as requested by SoE, DSU and may also conduct seminars, workshops, and tutorials for SoE, DSU students. All such activities will be finalized by the designated officials of SoE, DSU and Ziroh Labs.

ARTICLE 2:

IMPLEMENTATION

In terms of such mutual collaboration envisioned and activity implemented under the terms of this agreement, the programs will be mutually discussed and jointly agreed upon in writing by authorized officials of either institution prior to the initiation of a particular program or activity.

ARTICLE 3:

PROCEDURES AND FUNDING

1. The overall program will be coordinated by the office of SoE, DSU and office of Ziroh Labs Bangalore.

2. The financial arrangements for conducting the activities will be negotiated in an agreement through designated officials for each activity after it is finalized. However, there will not be any financial commitments from DSU.

ARTICLE 4

AMENDMENTS TO THIS MOU

Amendments to this agreement may be made at any time during its validity through mutual written consent of Ziron Labs and SoE, DSU.

ARTICLE 5

DURATION OF THIS MOU

This MOU will remain operative for a period of three years from the date of formally signing the MOU. There will be a review of the MOU at the end of each year and will be renewed with mutual consent.

ARTICLE 6

MOU ADMINISTRATORS

Said elsewhere provided in the MOU all actions to be taken and all notices to be given or taken hereunder on behalf of Ziron Labs, Bangalore by the Managing Director or his authorized representative and on behalf of SoE, DSU to be taken or given by the Dean - SoE.

ARTICLE 7

TERMINATION

Any of the Parties may terminate this Agreement by serving a written notice on the other Parties three months prior to the intended date of termination provided that the termination by either of the parties shall not release that party of its obligations accrued prior to such termination, under a specific Project.

ARTICLE 8

NOTICES

All communication by the founder & Managing Director of Ziron Labs involving financial, administrative, key technical, objectives & decisions and other matters shall be sent to the Dean - SoE, DSU. All communications by the Dean - SoE, DSU involving financial, administrative, key technical, objectives & decisions and other matters shall be sent to the Managing Director, Ziron Labs.

ARTICLE 9

GENERAL

THIS IS A

2. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the meaning or construction of relative provisions.
3. Ziroh Labs will have the right to continue to utilize the information from its web application for its rubber sales purposes.
3. This Agreement and its Appendices constitute the entire agreement amongst the Parties and supersede all other representations, understandings, or communication, whether written or verbal, with respect to the subject matter hereof.
4. Neither this MOU nor any activities described herein shall be construed as creating a partnership, joint venture, agency, or other such relationship. Both parties agree that this MOU represents a non-exclusive relationship between the parties, and nothing contained herein shall preclude either party from participating/initiating a similar relationship with third parties.
5. The term confidential shall not include information available or through prior exposure or lawfully obtained or available from a third party or other legally available sources.

ARTICLE 10

ARBITRATION

This MOU is based on mutual trust, confidence, and faith. Both the parties hereby agree to carry out the assignment in good faith. All matters will be kept confidential and will not be divulged to another party. The MOU administrators will settle differences of opinion arising out of and in connection with the MOU, based on mutual consultation by the administrators. Finally, this MOU is wholly meant to contribute to the learning process of the faculty and the students belonging to SSU, DSU and possible R&D, & developmental activity of Ziroh Labs and not any other purpose.

If the differences of opinion cannot be resolved by the said MOU administrators, the matter shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Each party shall appoint one arbitrator, and the two arbitrators will select a third arbitrator. The arbitration shall be conducted by a panel of three arbitrators. The venue of arbitration shall be exclusively in Bangalore. The decision of the panel of arbitrators shall be binding on both parties.

This agreement shall be governed by the Laws of India and subject to the jurisdiction of Courts in Bangalore.

ARTICLE 11

FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as but not limited to acts of God, War, Flood, Earthquakes, Epidemics, etc. provided on the occurrence and cessation of any such event the party affected thereby shall give notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties shall jointly decide about the future course of action.

The memorandum is executed in the English language in two originals, and each party holds one original.

Signatories of the MOU

For ZIRON LABS PVT LTD

For SoE, DSU

Surabhi Das

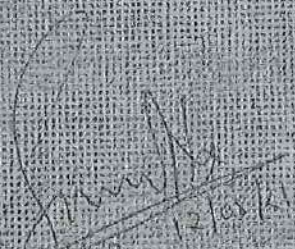
Surabhi Das
Co-Founder & Director



12/03/21

Dr. A Srinivas
Dean - School of Engineering
DAYANANDA SAGAR UNIVERSITY
BUBLUENG HEERINGI DAYANANDA
Sagar University BANGALURU - 560 051

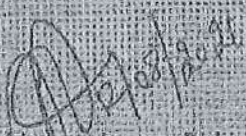
Witness



12/03/21

Name: Surabhi Rao
Designation: Associate Director of Sales
Address: Ziron Labs

Witness



12/03/21

Name: Jasma Balasangameshwara
Designation: In-Charge Chairman, CST
Address: SoE, DSU