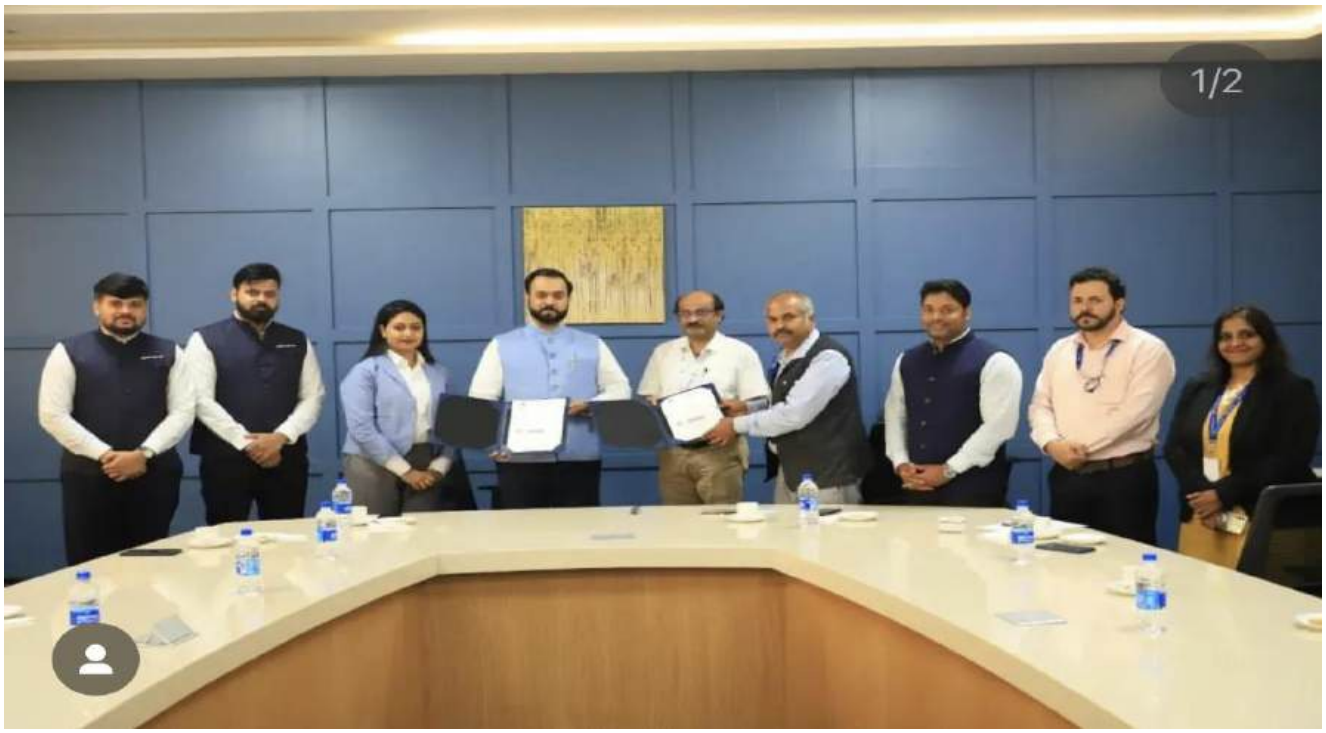
6.2.1 MOU DETAILS RELATED TO MECHNICAL ENGINEERING DEPARTMENT

SI NO	INDUSTRY	PURPOSE OF COLLABORATION	DATE
1	ARAI-AMTIF ,	Mentorship, networking services, technical support, domains, development of programs	23 rd May 2024

ABOUT THE MOU WITH ARAI-AMTIF

The signing of the Memorandum of Understanding (MOU) between Dayananda Sagar University (DSU) and ARAI-AMTIF took place with the Registrar of DSU Dr Puttamadappa and the CEO of ARAI-AMTIF formalizing the agreement. The ceremony was held in the presence of Dr. Vinayak B Hemadri, Chairperson of the Department of Mechanical Engineering at DSU. This MOU signifies a commitment to collaborative efforts inBresearch, innovation, and development in the fields of electric vehicles, battery technology, robotics, and semiconductors.



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INDIA NON JUDICIAL

MOU WITH ARAI-AMTIF

Government of Karnataka

e-Stamp

Certificate No.	:	**IN-KA10541103958300W**
Certificate Issued Date	:	22-May-2024 03:47 PM
Account Reference	:	NONACC (FI)/ kagcsl08/ HAROHALLI2/ KA-RM
Unique Doc. Reference	:	SUBIN-KAKAGCSL0878983995396153W
Purchased by	:	DAYANANDA SAGAR UNIVERSITY
Description of Document	:	Article 12(a) Bond - Amount secured does not exceed Rs.1000
Property Description	:	AGREEMENT
Consideration Price (Rs.)	:	100 (One Hundred only)
First Party	:	DAYANANDA SAGAR UNIVERSITY
Second Party	:	ARAI AMTIF
Stamp Duty Paid By	:	DAYANANDA SAGAR UNIVERSITY
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

SEVA KENDRA HAROHALLI BRANCH Authorised Signatory

Please write or type below this line

ARAI-Advance Mobility Transformation & Innovation Foundation
FID, Chakan, Pune-410501

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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.
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GOVERNMENT OF KARNATAKA

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into on this 23rd of May of 2024 at Ramanagra, Karnataka, India

Between

ARAI-AMTIF

ARAI - Advance Mobility Transformation & Innovation Foundation (AMTIF),

a Section-8 company promoted by the Automotive Research Association of India (ARAI) is registered under Companies Act 2013, having its registered office at ARAI FID, B-16/1, MIDC, Chakan, Mahalunge Ingale, Maharashtra, India - 410501 (hereinafter referred to as **("ARAI AMTIF"** or **"First Party"**, which expression shall include its successors & permitted assigns), **OF THE ONE PART**

And

DAYANANDA SAGAR UNIVERSITY

Dayananda Sagar University is registered as an academic institution having its registered office at Dayananda Sagar University, Devarakaggalahalli, Harohalli Kanakapura Road, Ramanagara Dt., Karnataka, India- 562112. (Hereinafter referred to as **"DSU"** or **"Second Party"**, which expression shall include its employees, associates, successors and permitted assigns) **OF THE OTHER PART**

WHEREAS:

A. ARAI AMTIF and DSU propose to engage, inter alia, on a non-exclusive basis, to support Innovation, Startups based programs and services such as Startup / Innovation Development Programs, Workshops, Lectures, Seminars, Webinars, Skill Development Programs, Mentorship and Technical Expertise based Engagements, Integrated Courses, Onsite Visits, Networking Events and support programs on Intellectual Property Rights, Technical and on other allied domains or related areas as agreed between the parties, which may be communicated between ARAI AMTIF and DSU from time to time.

B. ARAI AMTIF and DSU agree to provide such services relating to aforementioned areas of collaboration on the terms and conditions as mutually agreed between the parties and contained hereinafter.

1. Services

ARAI AMTIF and DSU propose to engage, inter alia, on a non-exclusive basis, to support in Innovation, Startups based programs and services such as Startup / Innovation Development

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Programs, Workshops, Lectures, Seminars, Webinars, Skill Development Programs, Mentorship and Technical Expertise based Engagements, Integrated Courses, Onsite Visits, Networking Events and support programs on Intellectual Property Rights, Technical and on other allied domains or related areas as agreed between the parties from time to time, which may be communicated between ARAI AMTIF and DSU from time to time, as applicable.

ARAI AMTIF and DSU hereby agree to mutually render such services as may be agreed from time to time relating to service offerings and other related areas and the details of such services are contained in **Annexure I.**

2. Approvals

Both the parties agree to seek prior written approval of the other party for all the services etc., before proceeding future with any work/assignment entrusted to it. Approvals on timelines and commercials, if applicable, for rendering services would be as per a written and independent mutual agreement between the parties on 'case-to-case' basis.

3. Records

Both Parties shall maintain whenever possible all the records relating to services rendered for a period of three years from the document dates and would inform the other Party before destroying the document/ record. The Parties would mutually keep a ready index for this. In case of termination/completion of contract, the material would be duly handed over or exchanged between the Parties.

4. Confidentiality

During the term of this MoU, either party may disclose to the other party, or either party may obtain access to proprietary and confidential information or material concerning or related to the other party's technology, processes, services, products, financials or general business operations. Such information or material includes, but is not limited to, discoveries, inventions, research, improvements, or deficiencies regarding the parties' products or services, transactional profits, pricing and discount methods, employee lists, software code, programmer documentation, software algorithms, software development, testing and diagnostic techniques, customer lists and identifications, and any information designated or overtly treated by the party as ("Confidential Information"). However, Confidential Information shall not include any information which (a) is or becomes publicly known through no wrongful act or omission by the receiving party; (b) is known by a receiving party without any proprietary restrictions at the time of receipt of such Information from the disclosing party; or (c) becomes rightfully known by a receiving party without proprietary restrictions from a source other than the disclosing party (d) independently developed by the receiving party; or (e) approved by the disclosing party for release or released by receiving party with disclosing party`s specific prior written consent.

The parties acknowledge the confidential and proprietary character of the Confidential Information and agrees that the Confidential Information is the exclusive and valuable property of the disclosing party. Both the parties undertake to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information. Accordingly, receiving party agrees not to reproduce any of the Information except as necessary to perform services hereunder, and not to divulge all or any part of the Confidential Information to any third party, either during or after the term of this MoU.

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The secrecy of the Confidential Information disclosed pursuant to this MoU shall be maintained for a period of three (3) years following disclosure thereof. In case of breach, the affected party shall have the right to seek injunctive relief, which relief shall not exclude any other recourse provided by law.

5. Publicity

Both the Parties shall be entitled to issue or make any press releases or other public announcements relating to this MOU. However, all press releases or other public announcements relating to this MOU must be approved in advance and in writing, in each instance, by both the Parties. The parties may show the collaboration / partnerships on their website / online portals.

6. Liability Clause

Neither Party shall be liable to the other for any damages, whether direct indirect, incidental, consequential or special damages arising out of the performance or non-performance of the terms hereunder except for the breach of confidentiality and Intellectual Property. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability, for any and all direct damages whether in contract, tort (including negligence) of either Party, regardless of the form of claim shall not exceed fees actually received by that Party under the Project Agreement in which the claim arose.

7. Indemnification

To the fullest extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, including Affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all Claims of Third Parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement, or (c) due to infringement of Intellectual Property Rights in regard to their respective scope.

8. Force majeure

Neither of the parties hereto shall be considered in default in performance under the MoU if such performance is prevented or delayed by events such as war, civil war (whether declared or not), civil commotion, insurgency, hostilities, revolution, riots, strikes, lockouts, conflagrations, epidemics, accident, fire, flood, droughts, pandemics, earthquake or any act of god or order of the Government or causes beyond the reasonable control of the party affected, provided notice in writing is given within ten days, failing which, within the shortest period, by party affected. Soon after the cause of majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay occurred such affected activity abducting necessary evidence in support thereof. From the date of occurrence of case of force majeure, the obligations of the party affected shall be suspended during the continuance of any inability resulting there from have been removed and the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the delay occasioned by such events. Should one or both parties be prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than three (3) months, the parties shall consult each other and decide on the future execution of the MoU or/and the respective Project Agreement.

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9. Term and Termination

This MoU shall be effective from the **23rd** of May 2024, and shall remain in force till **23rd of May 2027**. On expiry of the duration, parties may review and renew this MoU on such terms and conditions as may be mutually agreed between them.

Either party may terminate this MoU by giving one month`s written notice to the other, without assigning any reason whatsoever. The obligations of the parties shall continue during the notice period. Both the parties shall be required to hand over all material relating to the other party in its possession at the end of the notice period.

The Parties further agree that if any Project Agreement is in effect at the time of expiration or termination of this MoU, then the term of this MoU will be automatically extended until the expiration or termination of such Project Agreement and all the terms and conditions of this MoU shall continue to apply to such Project Agreements during the subsistence of the respective Project Agreement.

10. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Pune, Maharashtra for any action or proceeding regarding this MoU. Any dispute or claim arising between the Parties, in connection with this MoU or any other matters connected therewith, the same will be mutually discussed and amicably settled between the parties. If there is no resolution, the dispute shall be referred to the arbitration by sole arbitrator appointed mutually by the parties in accordance with the provision of Arbitration and Conciliation Act 1996 and subsequent amendments thereof. The arbitration proceedings shall be held in the English language. The arbitration proceedings shall be held at Pune, Maharashtra, India. This clause shall survive expiration or earlier termination of this MOU.

11. Communication

All communication required or permitted to be made or given hereunder shall be in writing in English and deemed to be properly delivered when sent by registered mail, facsimile or email to the other Party's address as indicated below:

a) If addressed to ARAI AMTIF:

Attention: Mr. Sudeep Ambare, Chief Executive Officer, ARAI AMTIF

Address: ARAI AMTIF, Survey No.102, Vetal Hill, off Paud Road, Rambaug Colony, Kothrud, Pune, Maharashtra, India - 411038

Tel. No. : +91–7709111700

Email: ceo@amtifarai.org

b) If addressed to DSU:

Attention: Dr. Puttamadappa C, Registrar, DSU

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Address: Dayananda Sagar University, Devarakaggalahalli, Harohalli Kanakapura Road, Ramanagara Dt., Karnataka, India- 562112

Tel. No. : 08024496999

Email : registrar@dsu.edu.in

12. Entire Agreement

This MoU represents the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements and understandings and writings of any kind, written or oral, express or implied, with respect to the subject matter hereof.

13. Severability

If any of the provisions of this MoU are determined to be invalid under applicable law they are to that extent deemed to be omitted. The invalidity of any portion of this MoU shall not, however, render any other portion of the MoU invalid.

14. Prohibition on Assignment

Neither Party shall assign, or in any manner transfer its interest or any part thereof in this MoU to any other company or third party without written consent of the other party.

15. Exclusivity

This MoU is and shall be non-exclusive in its nature for all purposes, and shall not come in the way of either party from collaborating with a third party.

16. Relationship Between the Parties

This MoU is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein. Nothing in this MoU shall be construed to grant either Party the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party. At all times contemplated herein, each party shall remain independent entity, each responsible for its own employees. Each party assumes no responsibility to the other Party for costs, expenses, risks, and liabilities arising from the efforts of the other Party except as stated in this MoU or in the respective Project Agreement.

17. Amendments

This MoU shall be the sole repository of the terms and conditions agreed to between the parties and no amendment thereof shall take effect or be binding on the parties unless such amendment is recorded in writing and signed by the authorized representatives of the parties.

18. SIGNATURES OF PARTIES

This MoU may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

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18. SIGNATURES OF PARTIES

This MoU may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

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

For and on behalf of ARAI AMTIF	For and on behalf of DSU
Authorised Signatory	**Authorised Signatory**
Name: Mr. Sudeep Ambare	Name: Dr. Puttamadappa C
Title: Chief Executive Officer	Title: Registrar, DSU
Date: 23.05.2024	Date: 23.05.2024
Witness	**Witness**
Name: Ms. Sanjana Iyer	Name: Dr. Vinayak B Hemadri
Title: Senior Manager	Title: Prof. & Chairperson of Mechanical Engineering, SoE, DSU
Date: 23.05.2024	Date: 23.05.2024

Transformation & Innovation Foundation ★ ARAI-Advance Mobility
FID, Chakan, Pune-410501

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Harohalli 562 112

Enclosed: Annexure I

Annexure I

For the MOU executed between DSU and ARAI AMTIF,

The scope of collaboration and relevant considerations are proposed as follows -

1. DSU and ARAI AMTIF may collaborate for engagements within any mutually agreeable field of innovation, startups, skill and research-based development along the industry-academia ecosystem. The parties may jointly design, develop and deliver programs as applicable.
2. Induction of ARAI AMTIF and DSU members into respective Advisory, Screening, Mentorship Committees / Panel and other Committees for continuous support and development.
3. DSU and ARAI AMTIF shall serve as a collaborative platform to encourage engagements between the innovators, startups, mentors, investors, consultants, advisors, stakeholders, industry experts and staff members of both the organizations/parties to undertake collaborative or joint projects through mutual interest with the prior consent of parties in written.
4. To support the joint design, development and delivery of research, innovation, knowledge and skill development program for sharing technical, financial and subject matter expertise etc. as applicable.
5. DSU and ARAI AMTIF shall collaborate on knowledge and skill development programs for increasing the industry-readiness in domains like mobility & allied technology sectors.
6. To support ideation, innovation and co-incubation of the start-ups between the incubation centers.
7. To support potential areas of collaboration including internships and projects in relevant domains.
8. To support in Intellectual Property Rights based services for supporting the startups and innovators.
9. To facilitate onsite visits to ARAI AMTIF and DSU for raising awareness, providing exposure and support the holistic development of respective members in the relevant domains.
10. DSU and ARAI AMTIF shall endeavor to maximize the outreach, visibility and branding of both the parties as ecosystem partners on website, social and print media as applicable.
11. To mutually engage on suitable networking events/opportunities such as seminars/webinars/ conferences/sessions/workshops/symposia on start-ups, innovations, technology & related areas.
12. DSU and ARAI AMTIF may promote each other with mutual assistance on outreach programs, networking events, marketing campaign, investor meets, innovation challenges.
13. To encourage joint participation in respective forums as speakers, experts or in demo days / events.
14. In any of the activities mentioned above, wherever the financial aspects are involved; The amount, payment terms and conditions, scope of work, responsibility etc. would be defined clearly before starting the activity.