

### List of MOUs

Organisation with which MoU is signed	Name of the institution/ industry/ corporate house	Year of signing MoU	Duration	List the actual activities under each MOU year wise	Number of students/teachers participated under MoUs
B.T. Reddy Engineers & Contractors	Industry	16-07-2021	1-Year	Internship /Projects	Civil Engg
Evergreen Properties	Industry	17-07-2021	1-Year	Internship /Projects	Civil Engg
Jalavahini Management Services	Industry	15-07-2021	1-Year	Internship /Projects	Civil Engg
New Homes Infrastructure	Industry	17-07-2021	1-Year	Internship /Projects	Civil Engg
Shriya Properties	Industry	17-07-2021	1-Year	Internship /Projects	Civil Engg
Pencil Space Architects	Industry	15-07-2021	1-Year	Internship /Projects	Civil Engg
RREN Consultants and Contractors Private Ltd.	Industry	17-07-2021	1-Year	Internship /Projects	Civil Engg
SEPL	Industry	17-07-2021	1-Year	Internship /Projects	Civil Engg
B.M. Associates	Industry	17-07-2021	1-Year	Internship /Projects	Civil Engg
Galagali Associates	Industry	17-07-2021	1-Year	Internship /Projects	Civil Engg
Kotcon Consultants	Industry	14-07-2021	1-Year	Internship /Projects	Civil Engg
Altair Engineering Private Ltd.	Industry	12-08-2021	1-Year	Internship /Projects	Mechanical Engg
L & T	Industry	23-11-2021	1-Year	Internship /Projects	KLETCH/CTIE
Hubli Sports Shooting Academey	Industry	20-09-2021	1-Year	Sports	KLETCH/CTIE
UAS Dharwad	Industry	01-07-2021	1-Year	Internship /Projects	KLETCH/CTIE
Karnataka Cancer Therapy and research Institute	Industry	08-07-2021	1-Year	Research	Biotechnology
Dana Anand India Pvt. Ltd.(Formerly Spicer India Ltd.)	Industry	17-11-2021	1-Year	Internship /Projects	CSEngg
Encephalon Solutions	Industry	16-07-2021	1-Year	Internship /Projects	KLETCH/CTIE
Tessolve Semiconductor Pvt. Ltd.	Industry	01-07-2021	1-Year	Internship /Projects	E&C.
DocketRun Tech Private Limited	Industry	04-09-2021	1-Year	Internship /Projects	KLETCH/CTIE
IUCEE Foundation	Industry	03-02-2022	1-Year	Internship /Projects	KLETCH/CTIE
Samsung	Industry	01-04-2022	1-Year	Internship /Projects	KLETCH/CTIE
Sandlogic Technologies Pvt. Ltd.	Industry	07-05-2022	1-Year	Internship /Projects	SoECE
Chemioptics Healthcare	Industry	14-03-2022	1-Year	Internship /Projects	KLETCH/CTIE
Parishra Sentinel Health Kiosk Deck	Industry	24-01-2022	1-Year	Internship /Projects	KLETCH/CTIE
Nextingo Innovations Pvt Ltd	Industry	20-01-2022	1-Year	Internship /Projects	KLETCH/CTIE
Anucharith Innovations Pvt. Ltd	Industry	21-01-2022	1-Year	Internship /Projects	KLETCH/CTIE
Farmercoin Smart Robotic Solutions Private Limited	Industry	18-02-2022	1-Year	Internship /Projects	KLETCH/CTIE
Saralsiddhi Pvt Ltd	Industry	24-05-2022	1-Year	Internship /Projects	KLETCH/CTIE
RecyclEarth Foundation	Industry	04-05-2022	1-Year	Internship /Projects	KLETCH/CTIE
Alicon Castalloy	Industry	10-03-2022	1-Year	Internship /Projects	SME
KWH Bikes	Industry	10-03-2022	1-Year	Internship /Projects	SME
Kuber Packaging Industry	Industry	24-02-2022	1-Year	Internship /Projects	SME
Neo Valves Industries Private Ltd.	Industry	03-03-2022	1-Year	Internship /Projects	SME
Tempco	Industry	25-02-2022	1-Year	Internship /Projects	SME
Vijayalaxmi Gears	Industry	25-02-2022	1-Year	Internship /Projects	SME
Valtech Corporation	Industry	25-02-2022	1-Year	Internship /Projects	SME
Vignyanwork	Industry	25-02-2022	1-Year	Internship /Projects	SME
Zen Industries	Industry	03-03-2022	1-Year	Internship /Projects	SME
NGX Technologies PVT. LTD.	Industry	03-03-2022	1-Year	Internship /Projects	SME

# Memorandum of Understanding

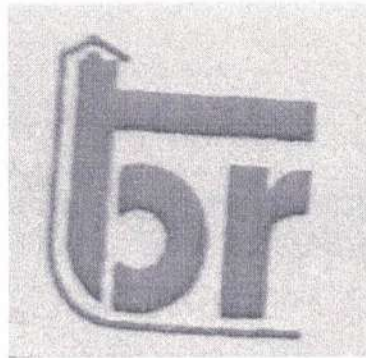
Between



**KLE** Technological  
University  
Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: [info@kletech.ac.in](mailto:info@kletech.ac.in)**

And



**B.T.REDDY ENGINEERS AND CONTRACTORS**

**PRASHANTI NILAYAM 2<sup>ND</sup> MAIN 1<sup>ST</sup> CROSS,**  
**SAMPIGE NAGAR DHARWAD**  
**Email: [bi.t.reddy@gmail.com](mailto:bi.t.reddy@gmail.com)**

**Contact: 0836 2770807**

**Date: 16/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 16<sup>th</sup> of July 2021 by and between:

**B.T.REDDY ENGINEERS AND CONTRACTORS** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the first party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **B.T.REDDY ENGINEERS AND CONTRACTORS** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil engineering for Buildings Roads and Bridges through the designs and execution for projects on Buildings Roads and Bridges..

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**B.T.REDDY ENGINEERS AND CONTRACTORS** intends to associate the **KLETU** who shall **voluntarily** contribute its share of experience for betterment of the project infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the design and construction area **of works of Building Road and Bridge** sectors with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **B.T.REDDY ENGINEERS AND CONTRACTORS**
- (ii) The **KLETU** shall adopt nearby projects of **B.T.REDDY ENGINEERS AND CONTRACTORS** as specified in the list of **Annexure -1** as a **voluntary** initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **B.T.REDDY ENGINEERS AND CONTRACTORS** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **B.T.REDDY ENGINEERS AND CONTRACTORS** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **B.T.REDDY ENGINEERS AND CONTRACTORS** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

**3. Roles and Responsibilities:**

The scope of this MoU shall be carried out in a collaborative mode between **B.T.REDDY ENGINEERS AND CONTRACTORS** and the **KLETU**. The Roles & Responsibilities of **B.T.REDDY ENGINEERS AND CONTRACTORS** and the **KLETU** in performing the defined objective shall be as follows:

Civil Engineers:

- a. **B.T.REDDY ENGINEERS AND CONTRACTORS** shall provide the list of potential projects for internship by the **KLETU** students;
- b. **B.T.REDDY ENGINEERS AND CONTRACTORS** shall facilitate availability of relevant data such as working design drawings, plans and bar bending schedules etc., required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project for the academic study only.;
- c. **B.T.REDDY ENGINEERS AND CONTRACTORS** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- d. **B.T.REDDY ENGINEERS AND CONTRACTORS** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- e. **B.T.REDDY ENGINEERS AND CONTRACTORS** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- f. **B.T.REDDY ENGINEERS AND CONTRACTORS** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- g. **B.T.REDDY ENGINEERS AND CONTRACTORS** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

**KLETU:**

- a. The **KLETU** shall adopt project(s) as specified in the **Appendix-1** as a **voluntary** initiative.
- b. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- c. The **KLETU** may also associate with the Consultants/**B.T.REDDY ENGINEERS AND CONTRACTORS** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) year from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the **KLETU** For the **B.T.REDDY ENGINEERS AND CONTRACTORS**

(Authorized Signatory)  
Witness:

Professor & Head  
School of Civil Engineering  
KLE Technology University

(Authorized Signatory)  
Witness:

**B. THIRUPATHI REDDY**



**APPENDIX-1**

The KLETU shall depute the students for the following project(s) of **B.T.REDDY ENGINEERS AND CONTRACTORS** as a **voluntary** initiative under the ambit of Institutional Social Responsibility (ISR) for the industry internship training.

Sr. No	Details of the projects	Location	Cost of project as per estimate In cr.	Stage of implementation (completed/under construction/under maintenance/under DPR preparation)	Remarks
1	4 Lining of Gadag City	Gadag	10.00 Crores	National Highway Division Hubli	Work in Progress
2	4 Lining Garag Village	Garag Dharwad	3.5 Crores	PWD Division Dharwad	Work in Progress
3	Concreting at Nuggikeri Village	Nuggikeri Dharwad	2.25 Crores	PWD Division Dharwad	Work in Progress
4	Concreting at Sai Temple	Dharwad City	2.5 Crores	PWD Division Dharwad	Work in Progress
5	Byahatti to Road work under PMGSY-III	Byahatti Hubli	6.00 Crores	PMGSY- PIV Dharwad	Work in Progress
6	Internal Road work at Super Market Dharwad	Dharwad City	1.00 Crores	HDMC Dharwad	Work in Progress

Above list of projects may be modified by deletion/addition by mutual consent of **B.T.REDDY ENGINEERS AND CONTRACTORS** and the KLETU.

For the KLETU

(Authorized Signatory)  
 School of Civil Engineering  
**KLE Technology University**  
 Hubballi.

Witness:

(Prof. H. Jaalhar)

**B.T.REDDY ENGINEERS AND CONTRACTORS**

(Authorized Signatory)

**B. THIRUPATHI REDDY**  
 Witness B.E.  
 Engineers & Contractor

(Signature)

# Memorandum of Understanding

Between



**KLE** Technological  
University  
Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: [info@kletech.ac.in](mailto:info@kletech.ac.in)**

And



**EVERGREEN PROPERTIES**  
**#26, VIVEKANAND CORNER, DESAI CROSS**  
**HUBLI-580029**  
**Tel No: 0836 – 4259579**  
**[www.evergreenproperties9.com](http://www.evergreenproperties9.com)**  
**Email: [chetan.parwapur4u@gmail.com](mailto:chetan.parwapur4u@gmail.com)**

**Date: 17/07/2021**

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 17<sup>th</sup> of July 2018 by and between:

**EVERGREEN PROPERTIES** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns, of the first party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **EVERGREEN PROPERTIES** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil engineering in construction for projects on buildings roads of all types and classes respectively..

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**EVERGREEN PROPERTIES** intends to associate the **KLETU** who shall **voluntarily** contribute its share of experience for betterment of the project infrastructure/s.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the design and execution of **Area of works of building and road** sectors with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **EVERGREEN PROPERTIES**.
- (ii) The **KLETU** shall adopt nearby projects of **EVERGREEN PROPERTIES** as specified as a **voluntary** initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **EVERGREEN PROPERTIES** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **EVERGREEN PROPERTIES** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **EVERGREEN PROPERTIES** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

**3. Roles and Responsibilities:**

The scope of this MoU shall be carried out in a collaborative mode between **EVERGREEN PROPERTIES** and the **KLETU**. The Roles & Responsibilities of **EVERGREEN PROPERTIES** and the **KLETU** in performing the defined objective shall be as follows:



**Civil Engineers:**

- a. **EVERGREEN PROPERTIES** shall provide the list of potential projects for internship by the KLETU students;
- b. **EVERGREEN PROPERTIES** shall facilitate availability of relevant data required with specific reference to the projects like design drawings, working drawings and bar bending schedules for only academic purpose and enabling the students to understand the field experience through its field office/consultant/concessionaire/contractor engaged in the project ;
- c. **EVERGREEN PROPERTIES** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- d. **EVERGREEN PROPERTIES** shall facilitate the faculty, researchers and students of the KLETU to give access to the site of the identified project being studied by the KLETU students, relevant documents for the purpose of activities to be carried by these intellectuals of the KLETU;
- e. **EVERGREEN PROPERTIES** through its field office/Consultant/Concessionaire/ Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings and road sectors in general and the identified project in specific to the authorized faculty, researchers and students of the KLETU;
- f. **EVERGREEN PROPERTIES** may suitably adopt the research output and feedback received from the KLETU in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- g. **EVERGREEN PROPERTIES** support if necessary to use Lab infrastructure in the KLETU and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

**KLETU:**

- a. The KLETU shall adopt project(s) as specified in the **Appendix-1** as a **voluntary** initiative.
- b. The KLETU through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- c. The KLETU may also associate with the Consultants/EVERGREEN PROPERTIES during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The KLETU will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) year from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU  
**Professor V. H. Jadhav**  
**School of Civil Engineering**  
**KLE Technology University**  
(Authorised Signatory)

Witness:

**Prof V. H. Jadhav**

For EVERGREEN PROPERTIES

**(Authorised Signatory)**  
Witness

**For M/s. Evergreen Properties**

**Partner.**

# Memorandum of Understanding

Between



**KLE** Technological  
University  
Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: info@kletech.ac.in**

And



**JALAVAHINI MANAGEMENT SERVICE(JMS)**  
**Kelageri Road Dharwad**

**Date: 15/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 15<sup>th</sup> day of July 2021 by and between:

**Jalavahini Management Service** (hereinafter called as **JMS**) which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as **KLETU**) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **JMS** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering design and construction fields through the civil engineering designs (for projects on **Roads, Buildings Bridges, Irrigation, Water Supply, Waste Water and construction**).

).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**JMS** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

(i) **JMS** shall facilitate the faculty, researchers and students of the **KLETU** to familiarize with the latest trends in the design of **Roads/Buildings/ Bridges, Irrigation, Water Supply, Waste Water and construction** sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **JMS**.

(ii) The **KLETU** shall adopt nearby projects of **JMS** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **JMS** and the **KLETU**.

(iii) The adopted projects may be used as a field of study for faculty, researchers and students.

(iv) **JMS** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.

(v) **JMS** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

**3. Roles and Responsibilities:** The scope of this MoU shall be carried out in a collaborative mode between **JMS** and the **KLETU**. The Roles & Responsibilities of **JMS** and the **KLETU** in performing the defined objective shall be as follows:





**JMS :**

- a. **JMS** shall provide the list of potential projects for internship by the **KLETU** students;
- b. **JMS** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- c. **JMS** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- d. **JMS** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- e. **JMS** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway/transportation sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- f. **JMS** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- g. **JMS** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

**KLETU:**

- a. The **KLETU** shall adopt project(s) as specified in the **Appendix-1** as a voluntary initiative.
- b. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - (i) Improvements in safety provision by removing existing deficiencies if required.
  - (ii) Localized solutions for improvement in quality and safety aspects.
  - (iii) Improvements in cost effective measures based on innovative technologies on practices applicable in the area;;
- c. The **KLETU** may also associate with the Consultants/JMS during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) year from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU

*Prof. H. Jadhav*  
Professor & Head  
(Authorized Signatory)  
School of Civil Engineering  
KLE Technology University  
Witnes: *Gaete* Kumbhali



For JMS

*Gy*  
(Authorized Signatory)

Witness *Ql*

*Prof. H. Jadhav*



**APPENDIX-1**

The KLET shall depute the students for the following project(s) of JMS as a voluntary initiative under the ambit of Institutional Social Responsibility (ISR) for the industry internship training.

S.No	Details of the projects	Location	Cost of project as per estimate In crores	Stage of implementation (completed/ <u>under construction</u> /under maintenance/under DPR preparation)	Remarks
1	Empanelment of Consultancy Services for 3rd Party Inspection, Testing and Quality assurance of KBJNL works costing more than 2.00 Crores.	Bagalkot	50.00	Under Construction	Government of Karnataka Project
2	Preparation of Detailed Project Report of Raichur Dist. (SHDP-Phase IV of Stage-II)	Raichur	100.00	Under Construction	Government of Karnataka Project
3	Preparation of Detailed Project Report of Vijaypur Dist. (SHDP-Phase IV of Stage-II)	Vijaypur	100.00	Under Construction	Government of Karnataka Project
4	Preparation of Detailed Project Report of Bagalkot Dist. (SHDP-Phase IV of Stage-II)	Bagalkot	100.00	Under Construction	Government of Karnataka Project


Above list of projects may be modified by deletion/addition by mutual consent of JMS and the KLETU.

**For the KLETU**

*U.R. Patil*  
**Professor & Head**  
 School of Civil Engineering  
 J. Jayaramoorthy Institute of Technology University  
 Hubballi.

Witness: *Gadke*  
*(Prof. V. H. Jadhav)*

**For JMS**

*(Signature)*  
 (Authorized Signatory)  
 Witness *(Signature)*  


# Memorandum of Understanding

Between



**KLE** Technological  
University

Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 –836 – 2378300**  
**E-mail: info@kletech.ac.in**

And



**NEW HOMES INFRASTRUCTURE**  
**Empire Square Top Floor, CTS.4647/5, 1<sup>st</sup> Stage,**  
**Shirur Park, Vidya Nagar,**  
**Hubali-580021**

**Date: 17/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 17<sup>th</sup> of July 2021 by and between:

**NEW HOMES INFRASTRUCTURE** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both **the KLETU** and **NEW HOMES INFRASTRUCTURE** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil engineering design and construction fields through the civil engineering designs and execution of buildings.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**NEW HOMES INFRASTRUCTURE** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the design of **Designs and Execution of Buildings** sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **NEW HOMES INFRASTRUCTURE**
- (ii) The **KLETU** shall adopt nearby projects of **NEW HOMES INFRASTRUCTURE** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **Company name** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **NEW HOMES INFRASTRUCTURE** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **NEW HOMES INFRASTRUCTURE** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

**3. Roles and Responsibilities:**

The scope of this MoU shall be carried out in a collaborative mode between **NEW HOMES INFRASTRUCTURE** and the **KLETU**. The Roles & Responsibilities of **NEW HOMES INFRASTRUCTURE** and the **KLETU** in performing the defined objective shall be as follows:



**NEW HOMES INFRASTRUCTURE:**

- a. **NEW HOMES INFRASTRUCTURE** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- b. **NEW HOMES INFRASTRUCTURE** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- c. **NEW HOMES INFRASTRUCTURE** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- d. **NEW HOMES INFRASTRUCTURE** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway/transportation sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- e. **NEW HOMES INFRASTRUCTURE** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- f. **NEW HOMES INFRASTRUCTURE** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

**KLETU:**

- a. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- b. The **KLETU** may also associate with the **NEW HOMES INFRASTRUCTURE** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- c. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) years from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the **KLETU**  
(Authorised Signatory)

Witness:

*V.B. Parth*  
**Professor & Head**  
**School of Civil Engineering**  
**KLE Technology University**  
**Muballi,**

For **NEW HOMES INFRASTRUCTURE**  
(Authorised Signatory)

Witness:

*[Signature]*  
**NEW HOMES INFRASTRUCTURE**  
**NHI**

# Memorandum of Understanding

Between

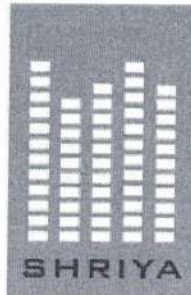


**KLE** Technological  
University

Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: [info@kletech.ac.in](mailto:info@kletech.ac.in)**

And



*Your Dream, Our Passion.*

**SHRIYA PROPERTIES**  
**SHRIYA PROPERTIES**  
**#13 ARJUN VIHAR, GOKUL ROAD,**  
**HUBLI-580030**  
**Email: [sales@shriyaproperties.com](mailto:sales@shriyaproperties.com)**  
**[enquiry@shriyaproperties.com](mailto:enquiry@shriyaproperties.com)**

**Date: 17/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 17<sup>th</sup> of July 2021 by and between:

**SHRIYA PROPERTIES** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **SHRIYA PROPERTIES** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering design and construction fields through the civil engineering design and execution of Buildings.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**SHRIYA PROPERTIES** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the design of **Area of works in construction** sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **SHRIYA PROPERTIES**.
- (ii) The **KLETU** shall adopt nearby projects of **SHRIYA PROPERTIES** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **SHRIYA PROPERTIES** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **SHRIYA PROPERTIES** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **SHRIYA PROPERTIES** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

**3. Roles and Responsibilities:**

The scope of this MoU shall be carried out in a collaborative mode between **SHRIYA PROPERTIES** and the **KLETU**. The Roles & Responsibilities of **SHRIYA PROPERTIES** and the **KLETU** in performing the defined objective shall be as follows:



## SHRIYA PROPERTIES:

- a. **SHRIYA PROPERTIES** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- b. **SHRIYA PROPERTIES** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- c. **SHRIYA PROPERTIES** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- d. **SHRIYA PROPERTIES** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway/transportation sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- e. **SHRIYA PROPERTIES** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- f. **SHRIYA PROPERTIES** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

## KLETU:

- a. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- b. The **KLETU** may also associate with the **SHRIYA PROPERTIES** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- c. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

## 4. EFFECTIVE DATE AND PERIOD OF MOU

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) years from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU

*B. S. Pahl*  
✓ B. S. Pahl

(Authorised Signatory)  
**Professor & Head**  
**School of Civil Engineering**  
**LE Technology University**  
**Hobballi.**

Witness:

*[Signature]*

For **SHRIYA PROPERTIES**

(Authorised Signatory)

*[Signature]*  
Witness

For Shriya Properties

# Memorandum of Understanding

Between



**KLE** Technological  
University  
Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: info@kletech.ac.in**

And



**Pencilspace Architects and Associates**  
**F44, Eureka center Koppikar Road,**  
**Hubballi - 580020**  
**Contact no: 0836-4258737**

**Date: 15/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 15<sup>th</sup> of July 2021 by and between:

**Pencilspace Architects and Associates** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **Pencilspace Architects and Associates** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil construction fields through the civil engineering consultancy (for projects on **railway infrastructures**).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**Pencilspace Architects and Associates** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the consultancy of **railway infrastructure** sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **Pencilspace Architects and Associates**
- (ii) The **KLETU** shall adopt nearby projects of **Pencilspace Architects and Associates** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **Pencilspace Architects and Associates** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **Pencilspace Architects and Associates** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **Pencilspace Architects and Associates** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

**3. Roles and Responsibilities:**

The scope of this MoU shall be carried out in a collaborative mode between **Pencilspace Architects and Associates** and the **KLETU**. The Roles & Responsibilities of **Pencilspace Architects and Associates** and the **KLETU** in performing the defined objective shall be as follows:

**Pencilspace Architects and Associates**

- a. **Pencilspace Architects and Associates** shall provide the list of potential projects for internship by the **KLETU** students;



- b. **Pencilspace Architects and Associates** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- c. **Pencilspace Architects and Associates** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- d. **Pencilspace Architects and Associates** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- e. **Pencilspace Architects and Associates** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in **railway infrastructure** sector in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- f. **Pencilspace Architects and Associates** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- g. **Pencilspace Architects and Associates** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of **construction works**.

**KLETU:**

- a. The **KLETU** shall adopt project(s) as specified in the **Appendix-1** as a voluntary initiative.
- b. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- c. The **KLETU** may also associate with the **Pencilspace Architects and Associates** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) years from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the **KLETU**

For **Pencilspace Architects and Associates**

*B. B. Patil*  
**Professor & Head**  
**School of Civil Engineering**  
**KLE Technology University**  
**Hubballi.**

*[Signature]*  
**PENCILSPACE ARCHITECTS**  
**& ASSOCIATES**  
**HUBLI - 580 020.**

(Authorised Signatory)

(Authorised Signatory)

Witness:

*[Signature]*

Witness:

*[Signature]*

=====

**APPENDIX-1**

The **KLETU** shall depute the students for the following project(s) of **Pencilspace Architects and Associates** as a voluntary initiative under the ambit of Institutional Social Responsibility (**ISR**) for the industry internship training.

Sr. No	Details of the projects	Location	Cost of project as per estimate In crores	Stage of implementation (completed/under construction/under maintenance/under DPR preparation)	Remarks
1	MDRS	Haveri	10,00,00,000.00	Under DPR preparation	-
2	P-way Training Centre	Hubli	8,30,00,000.00	Under Construction	-

Above list of projects may be modified by deletion/addition by mutual consent of **Pencilspace Architects and Associates** and the **KLETU**.

**For the KLETU**

**For Pencilspace Architects and Associates**

*V. R. Patil*  
V. R. Patil  
**Professor & Head**  
School of Civil Engineering  
KLE Technology University  
Hubli

(Authorised Signatory)

Witness: *[Signature]*

*[Signature]*  
**PENCILSPACE ARCHITECTS  
& ASSOCIATES**  
HUBLI - 580 020.

(Authorised Signatory)

Witness: *[Signature]*



# Memorandum of Understanding

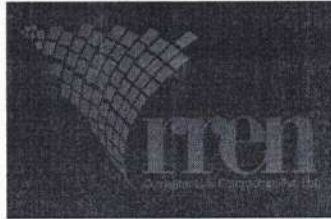
Between



**KLE** Technological  
University  
Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: info@kletech.ac.in**

And



**RREN Consultants & Contractors Pvt. Ltd.**  
**# 470 Muneesh Legacy, 1st Floor, 13th Cross, 3rd Main**  
**Indiranagar 2nd Stage, Bangalore 38**  
**Phone: 7483405899**  
**E-mail: support@rren.in**

**Date: 17/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 17<sup>th</sup> of July 2021 by and between:

**RREN Consultants & Contractors Pvt. Ltd.** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **RREN Consultants & Contractors Pvt. Ltd.** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering design and construction fields through the civil engineering designs (for projects on **Structural Design** sector).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

### 1. INTENT:

**RREN Consultants & Contractors Pvt. Ltd.** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

### 2. SCOPE OF THE MoU

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the **Structural Design** sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **RREN Consultants & Contractors Pvt Ltd.**
- (ii) The **KLETU** shall adopt nearby projects of **RREN Consultants & Contractors Pvt. Ltd.** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (ISR). The list of projects may be modified by deletion/addition by mutual consent of **RREN Consultants & Contractors Pvt. Ltd.** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **RREN Consultants & Contractors Pvt. Ltd.** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **RREN Consultants & Contractors Pvt. Ltd.** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

### 3. Roles and Responsibilities:

The scope of this MoU shall be carried out in a collaborative mode between **RREN Consultants & Contractors Pvt. Ltd.** and the **KLETU**. The Roles & Responsibilities of **RREN Consultants & Contractors Pvt. Ltd.** and the **KLETU** in performing the defined objective shall be as follows:



### **RREN Consultants & Contractors Pvt. Ltd.:**

- a. **RREN Consultants & Contractors Pvt. Ltd.** shall provide the list of potential projects for internship by the **KLETU** students;
- b. **RREN Consultants & Contractors Pvt. Ltd.** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- c. **RREN Consultants & Contractors Pvt. Ltd.** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- d. **RREN Consultants & Contractors Pvt. Ltd.** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- e. **RREN Consultants & Contractors Pvt. Ltd.** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway/transportation sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- f. **RREN Consultants & Contractors Pvt. Ltd.** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- g. **RREN Consultants & Contractors Pvt. Ltd.** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

### **KLETU:**

- a. The **KLETU** shall adopt project(s) as specified in the **Appendix-1** as a voluntary initiative.
- b. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- c. The **KLETU** may also associate with the Consultants/**RREN Consultants & Contractors Pvt. Ltd.** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

### **4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) years from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU

For RREN Consultants & Contractors Pvt Ltd

*V.R. Patil*  
**Professor & Head  
School of Civil Engineering  
KLE Technology University**

(Authorised Signatory) **Hubballi.**

Witness: *[Signature]*



(Authorised Signatory)

Witness *[Signature]*

#### APPENDIX-1

The **KLETU** shall depute the students for the following project(s) of **RREN Consultants & Contractors Pvt Ltd** as a voluntary initiative under the ambit of Institutional Social Responsibility (ISR) for the industry internship training.

Sr. No	Details of the projects	Location	Cost of project as per estimate In crores	Stage of implementation (completed/under construction/under maintenance/under DPR preparation)	Remarks
1	Spectrum Villa	Bangalore	0.95	Under Construction	
2	Assetz Tower A	Bangalore		Under Construction	
3	Arya Canopy Construction Works	Bangalore	0.75	Under Construction	
4	Mangalore waterfront	Mangalore	75	Under DPR preparation	
5	Clubhouse & Swimming Pool AAA	Bangalore	1.25	Under DPR preparation	
6	Mangalore waterfront Promenade Development by Terra Firma	Mangalore	85	Under DPR preparation	



7	Assetz Plotted development project at Shettigere Atmos & Aura	Bangalore	0.98	Under DPR preparation	
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Above list of projects may be modified by deletion/addition by mutual consent of **RREN Consultants & Contractors Pvt Ltd** and the **KLETU**.

For the KLETU

*V-B Padhi*

**Professor & Head**  
**School of Civil Engineering**  
**KLE Technology**  
**Hubballi**

(Authorised Signatory)

Witness:

*[Signature]*

For RREN Consultants & Contractors Pvt Ltd



(Authorised Signatory)

Witness

*[Signature]*

# Memorandum of Understanding

Between



**KLE** Technological  
University

Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: info@kletech.ac.in**

And



**Suresh Enterprises Pvt. Ltd.,**  
**Chabbi Akshay Corner, 3rd Floor, Gokul Road,**  
**Hubballi Karnataka 580030**  
**Phone: 0836 233 3300**

**Date: 17/07/2021**

**For Suresh Enterprises Pvt. Ltd**

1 |

  
Director/Managing Director

*V.B. Panik*

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 17<sup>th</sup> of July 2021 by and between:

**Suresh Enterprises Pvt. Ltd.** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **Suresh Enterprises Pvt. Ltd.** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering design and construction fields through the civil engineering designs and execution of buildings, layouts, apartments commercial, complexes and etc.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**Suresh Enterprises Pvt. Ltd.** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the civil engineering designs and execution of buildings, layouts, apartments commercial, complexes and etc., sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **Suresh Enterprises Pvt. Ltd.**
- (ii) The **KLETU** shall adopt nearby projects of **Suresh Enterprises Pvt. Ltd.** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (ISR). The list of projects may be modified by deletion/addition by mutual consent of **Company name** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **Suresh Enterprises Pvt. Ltd.** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **Suresh Enterprises Pvt. Ltd.** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

For **Suresh Enterprises Pvt. Ltd.**



### 3. ROLES AND RESPONSIBILITIES:

The scope of this MoU shall be carried out in a collaborative mode between **Suresh Enterprises Pvt. Ltd.** and the **KLETU**. The Roles & Responsibilities of **Suresh Enterprises Pvt. Ltd.** and the **KLETU** in performing the defined objective shall be as follows:

#### **Suresh Enterprises Pvt. Ltd.:**

- a. **Suresh Enterprises Pvt. Ltd.** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- b. **Suresh Enterprises Pvt. Ltd.** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- c. **Suresh Enterprises Pvt. Ltd.** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- d. **Suresh Enterprises Pvt. Ltd.** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway/transportation sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- e. **Suresh Enterprises Pvt. Ltd.** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- f. **Suresh Enterprises Pvt. Ltd.** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

#### **KLETU:**

- a. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- b. The **KLETU** may also associate with the Consultants/ **Suresh Enterprises Pvt. Ltd.** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- c. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

### 4. EFFECTIVE DATE AND PERIOD OF MOU

For Suresh Enterprises Pvt. Ltd.

3

Director/Managing Director



This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) years from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU

*B. Sub*  
*H. B. Pahl*  
**Professor & Head**  
**School of Civil Engineering**  
**KLE Technology University**  
**Hubballi.**  
(Authorised Signatory)  
Witness: *[Signature]*

For Suresh Enterprises Pvt. Ltd.  
For Suresh Enterprises Pvt. Ltd.

*[Signature]*  
**Director/Managing Director**  
(Authorised Signatory)  
Witness  
*Shripad S. S* *[Signature]*

# Memorandum of Understanding

Between



**KLE** Technological  
University

Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: info@kletech.ac.in**

And



**BM Associates**

Architectural, Structural, Consultants & Builders

**B.M. Associates**  
**Basava Plaza, 1st Floor, Lingaraja Nagar North,**  
**Lingarajnagar, Hubli - 580031**

**Date: 17/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 17<sup>th</sup> of July 2021 by and between:

**B. M. Associates** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **B. M. Associates** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil engineering design and construction fields through the civil engineering designs and execution of buildings and bridges.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

**1. INTENT:**

**B. M. Associates** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

**2. SCOPE OF THE MoU**

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the design of **Designs and Execution of Buildings and Bridges** sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **B. M. Associates**
- (ii) The **KLETU** shall adopt nearby projects of **B. M. Associates** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **Company name** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **B. M. Associates** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **B. M. Associates** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

**3. Roles and Responsibilities:**

The scope of this MoU shall be carried out in a collaborative mode between **B. M. Associates** and the **KLETU**. The Roles & Responsibilities of **B. M. Associates** and the **KLETU** in performing the defined objective shall be as follows:



**B. M. Associates:**

- a. **B. M. Associates** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- b. **B. M. Associates** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- c. **B. M. Associates** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- d. **B. M. Associates** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway/transportation sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- e. **B. M. Associates** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- f. **B. M. Associates** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

**KLETU:**

- a. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- b. The **KLETU** may also associate with the **B.M.Associates** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- c. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) years from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU  
(Authorised Signatory)

Witness:



*(Signature)*  
**Professor & Head**  
**School of Civil Engineering**  
**KLE Technology University**  
**Hubballi.**

*(Signature)*  
For B.M. Associates  
(Authorised Signatory)

Witness:

*(Signature)*  
B. P. Faculty





# Memorandum of Understanding

Between



**KLE** Technological  
University

Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**

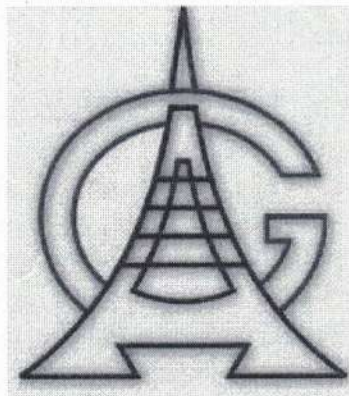
**B. V. Bhoomaraddi Campus,**

**Vidyanagar, Hubballi (India)**

**Phone: +91 – 836 – 2378300**

**E-mail: info@kletech.ac.in**

And



**Galagali Associates**

**Prashant Colony, Vidya Nagar,**

**Hubli, Karnataka 580021**

**Phone: 0836 227 7437**

**Date: 17/07/2021**

This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 17<sup>th</sup> of July 2021 by and between:

**Galagali Associates** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the First party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **Galagali Associates** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil/highway engineering design and construction fields through the civil engineering designs and execution of buildings and bridges.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

### 1. INTENT:

**Galagali Associates** intends to associate the **KLETU** who shall voluntarily contribute its share of experience for betterment of the project infrastructure.

### 2. SCOPE OF THE MoU

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the **Designs and Execution of Buildings and Bridges** sector with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **Galagali Associates**
- (ii) The **KLETU** shall adopt nearby projects of **Galagali Associates** as specified as a voluntary initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **Galagali Associates** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **Galagali Associates** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **Galagali Associates** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

### 3. Roles and Responsibilities:

The scope of this MoU shall be carried out in a collaborative mode between **Galagali Associates** and the **KLETU**. The Roles & Responsibilities of **Galagali Associates** and the **KLETU** in performing the defined objective shall be as follows:



**Galagali Associates:**

- a. **Galagali Associates** shall provide the list of potential projects for internship by the **KLETU** students;
- b. **Galagali Associates** shall facilitate availability of relevant data required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project ;
- c. **Galagali Associates** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- d. **Galagali Associates** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- e. **Galagali Associates** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway/transportation sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- f. **Galagali Associates** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- g. **Galagali Associates** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

**KLETU:**

- a. The **KLETU** shall adopt project(s) as specified in the **Appendix-1** as a voluntary initiative.
- b. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- c. The **KLETU** may also associate with the **Galagali Associates** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) years from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU

(Authorised Signatory)

Witness:

3-

*V. R. Patil*  
Professor & head  
School of Civil Engineering  
KLE Technology University  
Hubballi.

For Galagali Associates

*A. A. Patil*  
(Authorised Signatory)

Witness:





# Memorandum of Understanding

Between



**KLE** Technological  
University

Creating Value  
Leveraging Knowledge

**K.L.E. Technological University**  
**B. V. Bhoomaraddi Campus,**  
**Vidyanagar, Hubballi (India)**  
**Phone: +91 – 836 – 2378300**  
**E-mail: [info@kletech.ac.in](mailto:info@kletech.ac.in)**

And



**KATCON CONSULTANTS**  
**247, PADMAKUNJ**  
**RANADE ROAD, BELAGAVI-590006**  
**Email: [katconbgm@gmail.com](mailto:katconbgm@gmail.com)**

**Date: 14/07/2021**



This Memorandum of Understanding (hereinafter referred to as "MoU") entered into on this 14<sup>th</sup> of July 2021 by and between:

**KATCON CONSULTANTS** which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), of the first party;

AND

The **K.L.E. Technological University** (hereinafter called as KLETU) which the expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the Second Party.

WHEREAS,

Both the **KLETU** and **KATCON CONSULTANTS** are desirous of working together with mutual cooperation for dissemination of respective expertise in civil engineering for Buildings Roads and Bridges through the designs and execution for projects on Buildings Roads and Bridges..

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

#### 1. INTENT:

**KATCON CONSULTANTS** intends to associate the **KLETU** who shall **voluntarily** contribute its share of experience for betterment of the project infrastructure.

#### 2. SCOPE OF THE MoU

The primary scope of MOU inter alia includes the following:

- (i) Company name shall facilitate the faculty, researchers and students of the KLETU to familiarize with the latest trends in the design and construction area of **works of Building Road and Bridge** sectors with a common objective of sharing the knowledge in their respective domain. This will, in one hand, facilitate to bridge the industry-institution gap and familiarize students with the latest trends in industry and on the other hand the research output could be suitably adopted in practice by **KATCON CONSULTANTS**.
- (ii) The **KLETU** shall adopt nearby projects of **KATCON CONSULTANTS** as specified in the list of **Annexure -1** as a **voluntary** initiative under ambit of Institutional Social Responsibility (**ISR**). The list of projects may be modified by deletion/addition by mutual consent of **KATCON CONSULTANTS** and the **KLETU**.
- (iii) The adopted projects may be used as a field of study for faculty, researchers and students.
- (iv) **KATCON CONSULTANTS** shall offer internship to 4 to 10 number of undergraduate/postgraduate students of the **KLETU** periodically.
- (v) **KATCON CONSULTANTS** shall pay **no stipend** for undergraduate students and Postgraduate students. All arrangements including stay and transportation shall be responsibility of the students.

#### 3. Roles and Responsibilities:

The scope of this MoU shall be carried out in a collaborative mode between **KATCON CONSULTANTS** and the **KLETU**. The Roles & Responsibilities of **KATCON CONSULTANTS** and the **KLETU** in performing the defined objective shall be as follows:



**Civil Engineers:**

- a. **KATCON CONSULTANT** shall provide the list of potential projects for internship by the **KLETU** students;
- b. **KATCON CONSULTANT** shall facilitate availability of relevant data such as working design drawings, plans and bar bending schedules etc., required with specific reference to the projects through its field office/consultant/concessionaire/contractor engaged in the project for the academic study only.;
- c. **KATCON CONSULTANT** will nominate an officer (Coordinator) as a point of contact for all correspondence in carrying out the defined objective;
- d. **KATCON CONSULTANT** shall facilitate the faculty, researchers and students of the **KLETU** to give access to the site of the identified project being studied by the **KLETU** students, relevant documents for the purpose of activities to be carried by these intellectuals of the **KLETU**;
- e. **KATCON CONSULTANT** through its field office/Consultant/Concessionaire/Contractor engaged in the project, as per reasonable requirement, will disseminate and familiarize the latest trends and know how in buildings, bridges and highway sectors in general and the identified project in specific to the authorized faculty, researchers and students of the Institute;
- f. **KATCON CONSULTANT** may suitably adopt the research output and feedback received from the **KLETU** in practice for qualitative improvement as deemed fit at appropriate stage of implementation.
- g. **KATCON CONSULTANT** may support if necessary to use Lab infrastructure in the **KLETU** and can sponsor relevant research project that helps in using alternative resource material and improving quality of roads.

**KLETU:**

- a. The **KLETU** shall adopt project(s) as specified in the **Appendix-1** as a **voluntary** initiative.
- b. The **KLETU** through its authorized faculty, researchers and students will carry out periodic investigation and give suitable suggestions for improving the efficiency of projects assets inter alia covering the following aspects:
  - i. Improvements in safety provision by removing existing deficiencies if required.
  - ii. Localized solutions for improvement in quality and safety aspects.
  - iii. Improvements in cost effective measures based on innovative technologies on practices applicable in the area.
- c. The **KLETU** may also associate with the Consultants/**KATCON CONSULTANT** during conceptualization, design and project preparation of new projects and suggest the relevant parameters and innovations based on experience specific to the site climate, topography and resource potential for better socio economic outcome
- d. The **KLETU** will nominate a coordinator as a point of contact for all correspondence in carrying out the defined objective as well as inform, from time to time.

**4. EFFECTIVE DATE AND PERIOD OF MOU**

This MoU shall come into effect for all its intents and purposes from the immediate effect and shall remain valid for a period of 1 (one) year from the date of signing unless terminated earlier by mutual consent by either party by giving 15 days' notice in writing to the other party.

For the KLETU

**Professor & Head**  
(Authorised Signatory)  
School of Civil Engineering  
KLE Technology University

*Prof. V. H. Jadhav*

For KATCON CONSULTANT

(Authorised Signatory)  
Witness

*C.M.P. Patil*



**APPENDIX-1**

The KLETU shall depute the students for the following project(s) of **KATCON CONSULTANT** as a **voluntary** initiative under the ambit of Institutional Social Responsibility (ISR) for the industry internship training.

Sr. No	Details of the projects	Location	Cost of project as per estimate In crores	Stage of implementation (completed/under construction/under maintenance/under DPR preparation)	Remarks
1	SHDP PHASE-IV, Works (8 Packages)	Belagavi Division	173.41	Under Construction	

Above list of projects may be modified by deletion/addition by mutual consent of **KATCON CONSULTANT** and the KLETU.

For the KLETU *Y. S. Patil*  
**Professor & Head**  
**School of Civil Engineering,**  
**KLE Technology University**  
 (Authorized Signatory)  
 Hihhali  
 Witness: *Pradip*  
 (Prof. V. H. Teacher)

*Y. S. Patil*  
 For **KATCON CONSULTANT**  
**EXECUTIVE PARTNER**  
**KATCON CONSULTANTS**  
**BELAGAVI**  
 (Authorized Signatory)  
 Witness *M. Patil*  
 (M.P. Patil)

**MEMORANDUM OF UNDERSTANDING BETWEEN**

**Altair Engineering India Pvt Ltd, Bengaluru**

AND

**KLE Technological University, Hubballi**

This MEMORANDUM OF UNDERSTANDING ("MOU") sets forth certain binding and nonbinding understandings, is effective as of the later of the dates in the signature block and is made and entered into by and between **KLE Technological University, Hubballi (KLETU)**, an University cum Engineering college having college at Vidya Nagar, Hubli, Karnataka 580031, and **Altair Engineering India Pvt Ltd (Altair)**, a company having its registered office at Prestige Trade Tower, Municipal No.46, 1st Floor Palace Road, Municipal Ward No 77, Sampangiramnagar Bengaluru.

<https://www.altair.com/smartworks/>

- A. PURPOSE:** The purpose of this MOU is to begin and/or to expand a framework of cooperation between KLE Technological University, and Altair Engineering India Pvt Ltd to enable the usage of Altair Tools, Technology & Solutions related to AI / ML / Data Science & in the process support/mentor and/or develop start-up companies, programs, projects, and/or activities related to promoting, teaching or instruction in the use of Altair software.

**The following activities are envisaged under this MOU:**

- a. Altair Engineering to provide Altair SmartWorks suite of products (Altair Knowledge Studio, Altair Monarch, Altair Panopticon)– that will include tools from data analytics (AI/ML), Math & system modeling tools free of cost for 30 Systems. License to be used well within the Campus for Learning and academic Activities. All these licenses will be accessible to all the students studying in KLETU premises. The tenure of licenses will be 12 months.
- b. These licenses need to be used only for academic purpose as stated above. Should not be used for commercial activities and for executing projects leading to revenue generation. KLETU are entitled to generate revenue through teaching courses to students which are academic in nature. After this period, KLETU can buy Altair software products under academic scheme. Potential Software Discounts in Altair Product pricing may be applicable keeping Academic usage in consideration.
- c. Altair Will facilitate Academic Student Edition license to all the KLETU Students during his degree or Post graduation degree course for his personal Laptop/Desktop so that he can actively pursue Altair HyperWorks Technology.
- d. Facilitate Various Online Learning and certification courses (listed in Altair University). No limit to the number of students taking part in this initiative. Only certified students list will



be published in Altair Industry outreach portal to facilitate Internship and placement at Altair, Altair Customers, Altair Distributors, and Altair Prospects.

- e. Access to our Altair calendar Training to faculties – Train the Trainer program
  
- f. KLE Technological University plans to incorporate the following.
  - (i) Digital Marketing support by KLETU for Altair: KLETU to acknowledge in their Website / brochures / online content that they use **Altair SmartWorks** for Data Analytics AI and ML Solutions as part of Teaching / Lab component.
  - (ii) KLETU to mention **Altair SmartWorks** Product name as part of Reference and tools used in AI / ML and Data Science subjects (Courses) and to be used as lab component
  - (iii) KLETU agree to publish case studies using **Altair SmartWorks** on AI / ML / Data Science. Altair to facilitate publishing these case studies on Altair University portal.
  - (iv) KLETU to facilitate pan India Webinar on Data analytics at least one per year. Altair to facilitate industry experts for the webinar.
  - (v) KLETU to Conduct at least one Faculty Development Program online/offline on Data Analytics / AI & ML which helps in more academics to awareness. Altair to facilitate necessary software - **Altair SmartWorks** to each attendee and expert talk for the same.
  - (vi) KLETU to facilitate at least 4 Students in a year to carryout Project work on Data Science using **Altair SmartWorks**, which helps in more awareness.

#### **B. General Words on NDA:**

During the process of interaction, Altair Might share "Confidential Information" means any and all information relating to the business or to the affairs of either Party a (herein after for this clause the Party disclosing the information is referred to as 'Disclosing Party' and Party receiving the information is referred to as the 'Receiving Party') which is not generally known including without limitation, trade secrets, know-how, data processes, designs, formats, reports, specifications, software programs, samples, rates, pricing terms, client lists, details of suppliers, details in respect of other employees of the disclosing Party, market survey information, the identity of clients or their requirements, the identity of key contacts within client organizations, marketing and merchandizing techniques, methods, processes, formulae, compositions, systems, techniques, inventions and all writings and materials of any type embodying any of such information which is marked with an indicator such as "Confidential" or "Proprietary" or is reasonably expected to be maintained confidentially, particularly including all the information and knowledge imparted and skills learn during Project, but excluding information which:

- (i) is or comes into the public domain otherwise than by disclosure or default by the recipient Party;
- (ii) was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it; or
- (iii) was already known to the recipient Party as evidenced by written record pre-dating such disclosure by the Disclosing Party;
- (iv) is or was independently developed by the Receiving Part prior to the date of this MOU.

- (v) is required to be disclosed under laws and regulations or by Government order, or under a legal process.

The Recipient Parties agree that they shall not directly or indirectly, use, make available, sell, disclose or otherwise communicate to any person, either during the term of this MOU or any time thereafter until such period that the Confidential Information is no longer considered confidential, any Confidential Information relating to the Disclosing Party, any of its subsidiaries, affiliated companies or businesses, or its clients which shall have been obtained by the recipient Parties under this MOU.

The Recipient Parties shall not disclose to any third party or use for their own benefit or for the benefit of any third party, any Confidential Information of the Disclosing Party unless such disclosure or use is specifically permitted in writing by the Disclosing Party. The Recipient Parties shall always keep confidential all Confidential Information except with the prior written consent of the Disclosing Parties.

The Recipient Parties shall not make, permit, or authorize the making of any press release or other public statement or disclosure concerning Confidential Information without the prior written consent of the Disclosing Parties.

The Recipient Parties shall not make copies or reproduce in any manner any of the Confidential Information unless specifically authorized by the Disclosing Parties.

Upon receipt of a written request, the Receiving Party, at Disclosing Party's sole option, shall promptly return to the Disclosing Party all original and copy documents containing Confidential Information (including analyses, studies, compilation and other materials derived from the Confidential Information); and/or permanently remove all Confidential Information from any computer disk or other device containing Confidential Information and confirm the removal / return in writing along with proof of such removal.

**C. THE PARTIES MUTUALLY AGREE THAT THE FOLLOWING TERMS AND CONDITIONS ALSO APPLY:**

1. **COMMENCEMENT/EXPIRATION DATE.** This MOU begins on the Effective Date 12<sup>th</sup> Aug 2021 and expires on 11<sup>th</sup> Aug 2022.
2. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU is a non-exclusive partnership, in no way restricts Altair Engineering or KLETU 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.
4. **INDEMNITY.** KLETU agrees to comply with all provisions of this MOU and with all laws and to indemnify, defend and hold harmless Altair, its employees, agents, officers, and directors, from and against any and all claims, liabilities, damages, costs, and/or expenses of whatever kind or nature, including without limit court costs and attorney fees, arising from the use of Altair's Products, Tools, Technology & Solutions, breach of this MOU on



part of KLETU, and any infringement of any third party intellectual property, gross negligence, misrepresentation or wilful misconduct on part of KLETU.

5. **INTELLECTUAL PROPERTY.** KLETU agrees and understands that all Intellectual Property related to Altair's Products, Tools, Technology & Solutions are and shall remain the sole and exclusive property of Altair (or one of their associated companies as the case may be) and this MOU do not create or intends to create any assignment in the Intellectual Property.
6. **GOVERNING LAW AND JURISDICTION.** This MOU shall be governed by and construed in accordance with the laws of Republic of India and the Parties hereby submit to the exclusive jurisdiction of the Courts in Bangalore.

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

<b>Altair Engineering India Pvt. Ltd.</b> Ramesha BS Sr. Manager – Academic & Start-Up Initiatives <a href="mailto:ramesha.bangarpet@altair.com">ramesha.bangarpet@altair.com</a> M +91.9177770258	<b>KLE Technological University, Hubballi</b> Dr. Kottur Shettar, Head - School of Mechanical Engineering <a href="mailto:bbkshettar@kletech.ac.in">bbkshettar@kletech.ac.in</a> M +91.9243282898
--	---

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

By: ALTAIR ENGINEERING INDIA PVT LTD

By: KLE Technological University



Name: **Mr. Vishwanath Rao**  
Title: – Managing Director - INDIA  
**Altair Engineering India Pvt Ltd.,**  
1st Floor Prestige Trade Towers,  
Municipal No 46, Palace Road,  
Municipal Ward No 77,  
Sampangiramanagar,  
Bengaluru – 560 001



Name: **Dr Ashok S Shettar**  
Title: Vice Chancellor  
**KLE Technological University**  
Vidyanagar  
Hubballi  
Karnataka - 580031  
Website: <https://KLETU.ac.in/>

# Memorandum Of Understanding

This **Memorandum of Understanding** ("MOU") is made on the **23<sup>rd</sup> November 2021** between L&T Technology Services Ltd, located at L&T Special Economic Zone, Mysuru Campus, Plot No. 324-330, KIADB Industrial Area, Hebbal – Hootagalli, Mysuru, Karnataka 570018 (hereinafter referred to as "LTTS"); and KLE Technological University, located at Vidya Nagar Hubballi Karnataka 580031, India (hereinafter referred to as "University University"); which shall hereinafter be collectively referred to as the "Parties" and individually as a "Party".

## WHEREAS

- (A) Whereas LTTS is a technology and engineering company and LTTS inter alia, offers a range of expertise in the areas of technology services viz. Software Development Services, Engineering Services, Systems Integration, ERP Solutions, Product Development, IOT, Consulting Services etc.
- (B) University is recognized for its strength in training, research and education in electrical & electronics, electronics & communication, computer science, Robotics and Automation, and mechanical engineering. LTTS has a vision for providing platform for enabling excellence and co-innovation for society and industry.
- (C) The Parties are desirous furthering industry-academic collaboration through the pursuit of joint trainings, research and development activities in areas of mutual interest, and shall by joint agreement, determine the areas and subject of such collaboration.
- (D) This MOU sets out the general understanding of the Parties' collaboration in research and development.

## 1. ACTIVITIES AND COORDINATION

1.1 The Parties agree to cooperate on research activities and in the following areas in accordance with their respective needs and objectives:

- (a) Joint design, development and delivery of trainings using laboratory facilities of the University thus benefitting LTTS employees and University's faculty and students.
- (b) Joint design and development of Higher education programs leading to Undergraduate Degree for Diploma / BSc graduates, Masters / PhD Degree Programs for Bachelor's degree / Master's degree holders



- (c) Cooperation in setting up Lab for Electric Vehicle technologies with necessary Infrastructure and components (Charger, BMS, Inverter, Motor etc)
  - (d) Collaboration to enhance Automotive Electronics lab to include ADAS / AV (HIL), Connectivity & Security and AUTOSAR
  - (e) Curriculum changes for UG students in Automotive Electronics and Embedded streams aligning to LTTS requirements (Ex -Multicore SoCs, Embedded C, C++, Python, AUTOSAR)
  - (f) Orientation of Mechanical Engineering students to take up Model based System Engineering (MBSE) activities
  - (g) Create SOWs for specific project work to be carried out by faculty and students. (E.g. Visitor Management Humanoid, Track Inspection, DAB Firmware Development)
  - (h) Exchange information on University curriculum, access to teaching, labs, learning material, learning facilities (including libraries), and other literature relevant to their educational and research programs;
  - (i) Exchange, on a reciprocal basis, faculty and students for limited periods of time for purpose of education and /or research; and
  - (j) If desired by University, LTTS industry professional would participate as guest faculty to the University from time to time on areas decided mutually between LTTS and University
  - (k) LTTS may sponsor symposiums, workshops, technical presentations etc., to be conducted at the College, at its own discretion on request from University.
  - (l) LTTS may provide internship to students of the University at its sole discretion and which can jointly be decided and agreed between the University and LTTS
  - (m) Both the parties will explore for national or international level funding opportunities for collaborative research and development as partners in Transportation technologies
- (Collectively referred to as the "Activities").

1.2 To implement the purpose envisaged under this MOU, representatives of the parties may meet periodically to conclude definitive projects ("Projects"), including their financing for each Projects and possible collaboration with other parties, consultancy from professors and including start-ups incubated/incorporated within the purview of University.

Both parties will designate a representative to initiate and coordinate the Projects. The coordinators from each Party may meet to review progress of the implementation of the agreed Project, define new areas of collaboration as well



as to discuss matters related to this MOU. The management level engagement will be at Vice Chancellor from University and Director of Global Engineering Academy of LTTS Level. The coordinator from the University in the first instance shall be Prof. B. L. Desai, Executive Dean and the coordinator from LTTS in the first instance shall be Srirama Murthy Kolalapudi – Practice Head Transportation Business Unit.

1.3 Both the parties agree to establish "Joint Steering Group" to define, monitor and achieve joint objectives for mutual benefits of respective organisations. The steering group will meet minimum once in 6 months to take stock of progress made.

## **2. MOST FAVOURED RECRUITMENT**

2.1 During campus placement program, University shall give one of the top slots for hiring to LTTS to source potential employees as per its requirement in key skill areas. However, as per the Placement policy of the University, the selected student/s may be permitted to appear for other selections if the salary offered is more than 1.5 times the earlier offer. The University shall send LTTS a written intimation in such cases.

2.2 University will categorize LTTS as a "Core" company due to the nature of its business in diversified engineering services areas.

## **3. INTELLECTUAL PROPERTY & FUNDING**

3.1 Any specific financial arrangement related to Project will be in accordance with the definitive agreements to be entered into between the Parties ("Project Agreements"). Specific terms on the ownership, protection and management of any intellectual property arising from research Projects between the Parties shall be included in the relevant Project Agreement.

3.2 No Project funding shall be made without a Project Agreement.

## **4. CONFIDENTIALITY**

4.1 "Confidential Information" means any and all information in whatever form provided by the disclosing Party and relating to the Activities, provided such information is either (a) marked as confidential at the time of disclosure; or (b) if not in a form that can be readily marked (e.g., in oral, visual or electronic form), is identified by the disclosing Party as confidential at the time of disclosure; or (c) if, given the circumstances of the disclosure, the receiving Party reasonably ought to know that it



should be treated as confidential. No disclosure under this MOU or Project Agreements shall be considered an offer to sell or a public disclosure.

4.2 The Parties acknowledge and agree that they will maintain the secrecy and confidentiality of Confidential Information received from the disclosing Party under this MOU or Project Agreements. Receiving Party will not disclose Confidential Information of the disclosing Party to any third party without prior written authorization from the disclosing Party, except that Receiving Party may share the Confidential Information on a need to know basis with (a) Receiving Party's Affiliates, or (b) to the extent they are subject to a non-disclosure obligation, receiving Party's contractors, agents, students, employees, or representative performing the Activities for receiving Party. Receiving Party will only use the disclosing Party's Confidential Information for the Activities stated in this MOU or Project Agreements. Receiving Party will not remove any confidentiality, proprietary, or other similar markings from Confidential Information. Receiving Party also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances and that protect the disclosing Party's Confidential Information with at least the same degree of care, but in any case no less than a reasonable degree of care, as receiving Party uses to protect its own information of a like confidential nature. During the work under this MOU or Project Agreements, the parties will not use or disclose to each other any confidential information owned by a third party, unless the Disclosing Party has written authorization to do so.

4.3 No rights in any intellectual property rights are licensed or transferred from the disclosing Party to receiving Party under this MOU or Project Agreements except as expressly provided under a Project Agreement. Receiving Party will not obtain any rights, expressed or implied, in Confidential Information of the Disclosing Party.

4.4 The obligations of confidentiality set out in this Clause shall carry on in force for a period of two (2) years from the termination or expiry of this MOU.

4.5 Without regard to principles of conflicts of law, Clause 3 shall be construed according to the laws of India.

## **5. TERM OF MOU**

5.1 This MOU shall commence on the date of this MOU above and shall remain in effect for a period of two (2) years. This MOU can be terminated or extended by mutual written agreement of both Parties. The termination of this MOU shall

not affect the implementation of the Projects established under it prior to such termination.

## 6. DISPUTE RESOLUTION

6.1 The Parties shall use their best endeavours to settle amicably any difference or dispute arising under or in connection with this MOU by consultation and negotiation. If a dispute cannot be settled through such consultations, upon the request of either Party with written notice to the other Party, any such dispute shall be referred to the courts at Mumbai.

## 7. USING TRADEMARK

So long as this Agreement is in effect, parties shall have the mutual right to use respective organisation logos or trade names in connection with its activities hereunder, in a Project Agreement and any related presentation.

IN WITNESS WHEREOF the Parties have caused this MOU to be executed on the date first above written.

Acknowledged and agreed by:

**L&T Technology Services LTD:**

By:   
(Signature of Authorized Representative)

**Print Name:** Abhishek Sinha

**Title:** Chief Operating Officer

**Date:** 23<sup>rd</sup> Nov 2021

**UNIVERSITY:**

By:   
(Signature of Authorized Representative)

**Print Name:** Prof Ashok Shettar

**Title:** Vice Chancellor  
KLE Technological University

**Date:** 23<sup>rd</sup> Nov 2021



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**HUBLI SPORTS SHOOTING ACADEMY AND**  
**KLE TECHNOLOGICAL UNIVERSITY, HUBBALLI.**

Hubli Sports Shooting Academy with state of art facility as per the **ISSF (International Sports Shooting Federation)** standards in entire north Karnataka and affiliated to **Karnataka State Rifle Association (KSRA)**. Established in the Year 2017 by Ravichandra Balehosur who is international shooter served in Indian Army. The Shooting Academy includes advanced Sports Shooting weapons with indoor shooting 10-meter range, electronic display, training system, facilities include 12 Lane Range, 08 international Level Electronic Target systems and display laptops with Shooting Software.

KLE Technological University, Hubballi (KLETech) formerly known as B V Bhoomaraddi College of Engineering & Technology Hubballi, established through Karnataka Act No. 22 of 2013, & The KLE Technological University Act 2012, lays strong emphasis on academic and technical excellence. The University now offers 8 UG & 9 PG programs. The University has excellent facilities of sports like cricket ground, 5 cricket turf wickets. And other facilities include Badminton wooden court, Basketball, Volleyball, Kho-Kho, Table Tennis and Lawn tennis courts.

Hubli Sports Shooting Academy and The KLE Technological University, Hubballi (KLETech) have arrived at an agreement for mutual co-operation in training /Coaching students of KLE Technological University in Sports rifle and pistol shooting discipline. The following are the terms of agreement.

**Article I**

KLETech has many state of art facilities in Sports

The KLETech will facilitate the following:

- Joint Selection of students to undergo coaching in Sports Shooting
- Prepare joint plan for scheduling coaching and participation in Open/All India Interuniversity competitions.
- Will make arrangement to allow the student to participate in Open and All India interuniversity Competitions.

**Article II**

Hubli Sports Shooting Academy will facilitate the following:

- Provide expert coaches who will train the students of KLE Tech in Sports shooting
- Will provide the Necessary Equipment and Premises

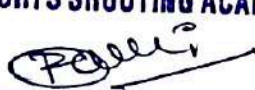



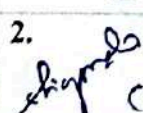
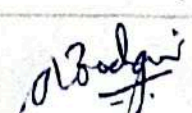
- Will identify the talents during the coaching and create a platform to exhibit their talent by playing state level /South Zone and National Level competitions and All India interuniversity competitions.

**Article III**

- The MOU between the Parties may be supplemented by detailed work plans to be developed jointly which describe more specifically the activities to be carried out under this collaborative programme.

**Article IV**

This agreement shall be in effect initially for a period of five years from the date on which this MOU is signed by both the parties and may be renewed thereafter, if mutually agreed. 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 six months prior to the effective termination date.

On behalf of Hubli Sports Shooting Academy Tatwadharsi Hospital Road Behind Kallur Petrol pump Laxmi colony Hubballi.	On behalf of KLE Technological University, Hubballi
<b>President</b> Ravichandra Balehosur Retd Army	<b>Director of Physical Education</b> Prof. M. M. Kragodi
<b>Signature:</b> for HUBLI SPORTS SHOOTING ACADEMY 	<b>Signature:</b> 
<b>Seal:</b> <b>PRESIDENT.</b>	<b>Seal:</b> <b>DIRECTOR OF PHYSICAL EDUCATION KLE TECHNOLOGICAL UNIVERSITY HUBBALLI-580031</b>
<b>Date:</b> 20-09-2021	<b>Date:</b> 20-09-2021
<b>WITNESS:</b>	<b>WITNESS:</b>
1.  (JAYAKUMAR.M)	1.  (N. Vijaya Kumar)
2.  (Siddhalingeshwar I.G.)	2.  (A.S. Badiger)







सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA35202281013171T  
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 Unique Doc. Reference : SUBIN-KAKACRSFL0837613043578089T  
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 Description of Document : Article 12 Bond  
 Description : MOU  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : UNIVERSITY OF AGRICULTURAL SCIENCES DHARWAD  
 Second Party : KLE TECHNOLOGICAL UNIVERSITY HUBBALLI  
 Stamp Duty Paid By : UNIVERSITY OF AGRICULTURAL SCIENCES DHARWAD  
 Stamp Duty Amount(Rs.) : 200  
 (Two Hundred only)

सत्यमेव जयते

For S.S. & U.R. Employees Co-op  
Credit Society, Ltd., Dharwad.

Authorised Signature



Please write or type below this line

### Memorandum of Understanding

BETWEEN

University of Agricultural Sciences (UAS), Dharwad, Karnataka, INDIA

AND

KLE Technological University, Hubballi

This Memorandum of Understanding (MoU) is made between the University of Agricultural Sciences, Dharwad (UASD) having its office at Krishi Nagar, Dharwad -

(Signature of First Party)  
Registrar, UAS, Dharwad

(Signature of Second Party)  
Registrar, KLE Technological University

**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
- 2 Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
- 3 The onus of checking the authenticity is on the users of the certificate



580005, Karnataka, India (hereinafter called "the University") as a First Party, **KLE Technological University, Hubballi** " as the Second party on this **1<sup>st</sup> day of the month of JULY in the year 2021** at UAS, Dharwad.

**University of Agricultural Sciences, Dharwad** established and incorporated by the University of Agricultural Sciences (Amendment) Act, 1986 and replaced by a comprehensive enactment by the Karnataka State Legislature by Karnataka Act No.10 of 2010 - The Universities of Agricultural Sciences Act, 2009 having its headquarters at Yattinagudda Campus, Krishinagar, Dharwad - 580 005, Karnataka, India ((hereinafter called as UASD which expression shall include its successors in interest/ business and permitted assigns) as the **ONE PART**.

**And**

**KLE Technological University, Hubballi (KLE Tech.)** formerly known as B V Boomaraddi College of Engineering and Technology Hubballi , established through Karnataka Act No.22 of 2013 and KLE Technological University Act 2012, lays strong emphasis on academic and technical excellence. The University now offers UG and PG programs (which expression shall mean and include its executors, successors and permitted assigns) on the **SECOND PART**.

The Registrar of the University of Agricultural Sciences, Dharwad (UAS, Dharwad) and The Registrar of KLE Technological University, Hubballi (KLE Tech) have arrived at an agreement for mutual cooperation in research, training and extension activities between two institutions, hence this Memorandum of Understanding. The following are terms of agreement.

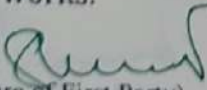
#### **Article 1**

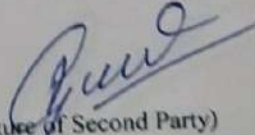
KLE Tech has many well-equipped laboratories and state of art high-end software laboratory facilities in specific areas of Science and Technology.

The KLE Tech has many Professors and Scientists who have expertise in the respective areas of research, training and extension.

The KLE Tech will facilitate the following:

- Permits and recognise Scientists/ Professors to be Co-Guides of Post Graduate students and Research (PhD) scholars working in the two Institutions.
- Make available facilities like laboratories, workshops and library etc at the KLE Tech to the students and faculty of University of Agricultural Sciences, Dharwad (UASD) for project work, conducting experiments and reference works.

  
(Signature of First Party)  
Registrar, UAS, Dharwad

  
(Signature of Second Party)  
Registrar, KLE Technological University



- Prepare joint research projects, which are mutually beneficial to both the Institutions for funding to various agencies in India and abroad.
- To depute Scientists/Professors to University of Agricultural Sciences, Dharwad (UASD) to deliver lectures and consultations in research, prepare project proposals, extension activities etc on mutually agreeable terms.

## Article II

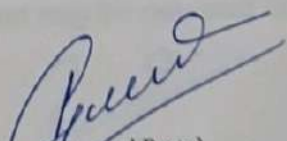
University of Agricultural Sciences, Dharwad (UASD) will facilitate the following:

- Permits and recognise Scientists/ Professors to be Co-Guides of Post Graduate students and Research (PhD) scholars working in the two Institutions.
- Make available facilities like laboratories, workshops and library etc at University of Agricultural Sciences, Dharwad (UASD) to the students and faculty of KLE Tech for project work, conducting experiments and reference works.
- Prepare joint research projects, which are mutually beneficial to both the Institutions for funding to various agencies in India and abroad.
- To depute Scientists/Professors to KLE Tech to deliver lectures and consultations in research, prepare project proposals, extension activities etc on mutually agreeable terms.
- Permits the post graduate students, research scholars and faculty members of various Departments of the KLE Tech to visit the UASD for conducting practical, project work, extension activities etc. on mutually agreeable terms.

## Article III

- The MOU between the two Universities may be supplemented by detailed work plans to be developed jointly which describe more specifically the activities to be carried out under the collaborative programme.
- If a need arises, University of Agricultural Sciences, Dharwad, (UASD) and the KLE Technological University, Hubballi may constitute a Joint Committee to work out the practical problems of collaborative if any, between the two Universities in general, and to ensure proper and effective implementation of this MOU.

  
(Signature of First Party)  
Registrar, UAS, Dharwad

  
(Signature of Second Party)  
Registrar, KLE Technological University

- Such details as agreed upon will be effective by exchange of letters between the University of Agricultural Sciences, Dharwad, and (IUASD) and the KLE Technological University, Hubballi and such letters shall form part of this agreement.

#### Article IV

- The benefits such as improved technology, material, machinery, designs, techniques and awards accrued or arising from this collaborative effort may be used by either or both the parties with due recognition of each parties contribution.
- The results from this collaborative research may be used by either or both the parties with due recognition of each party's contribution.
- **Confidentiality:** Both parties have agreed to abide by the terms covered in Non-Disclosure Agreement (NDA) dated <sup>29</sup>/<sub>06</sub>/2021 as agreed therein.

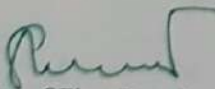
**To determine Patent rights in the joint work, expenses for securing Patent rights and commercialization of Patent rights.**

**The following are terms of agreement:**

- Intellectual Property Rights in all the Joint works carried by the parties shall be owned by both the parties, and if the Parties decide to go for filing Patent application on the joint work in India, and outside India, then such Application shall be co-owned by both the Parties.
- Both the parties are eligible to promote the joint work for commercializing the Intellectual Property Rights in Joint work, including Patent Rights
- All the expenses for securing such Patent rights and further maintaining such Patent rights shall be borne by both the parties. If either party is not interested in sharing the patent filing and maintaining expenses, NOC should be provided to other party to file the patent.
- When the commercialization happens for the joint work, the commercialization fees shall be shared by both the parties.

#### Article V

This agreement shall be in effect initially for a period of five years from the date on which this MOU is signed by both the parties and may be renewed hereafter,

  
(Signature of First Party)  
Registrar, UAS, Dharwad

  
(Signature of Second Party)  
Registrar, KLE Technological University




if mutually agreed. 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 six months prior to the effective termination date.

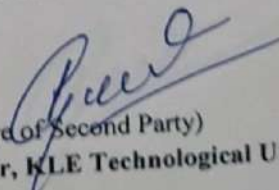
#### Article VI

- **Force majeure:** Neither of the parties here shall be considered in default of performance under the contract, if such performance is prevented or delayed by events such as war, civil war, (whether declared or not), civil commission, insurgency, hostilities, evolution, riots, strikes, lockouts, conflagration, epidemics, accidents, fire, flood, drought, earthquake, or any act of God or cause beyond the reasonable control of the party affected provided notice in writing within 10 days. Failing which is shortest period by University of Agricultural Sciences, Dharwad, (UASD) to KLE Technological University, Hubballi vice versa. Soon after the cause of force Majeure has ceased, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay occurred in the affected activity, abducting necessary evidence in support thereof. From the date of occurrence of Force majeure, the obligation under this agreement shall stand extended by period equal to the period of delay occasioned by such events.
- **Indemnity:** Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees and costs) arising out of the activities under this MOU.
- Either party agrees to pay the other party the proportionate consideration (as per the proposal) from the grant by Govt. of India or by third party for the objects/activities mentioned under this MOU.
- Each party will bear its own expenses and costs with regard to all discussions and activities between the parties.

#### Article VII

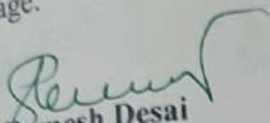
Arbitration in the event of any dispute or differences between the parties, here to such disputes, differences shall be resolved amicably on the basis of mutual discussion by the signatories or their designated nominees and in the event of

  
(Signature of First Party)  
Registrar, UAS, Dharwad

  
(Signature of Second Party)  
Registrar, KLE Technological University

failure the matter may be referred to the Arbitration in accordance with Arbitration and conciliation Act 1996 as amended from time to time and shall be subjected to exclusive jurisdiction of Courts of Hubballi Dharwad, Karnataka.

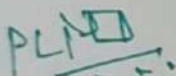
IN WITNESS, whereof, the two Parties hereunto have signed this MoU at University of Agricultural Sciences, Dharwad on this 1<sup>st</sup> Day of JULY, 2021, in two originals in English language.

  
Shri. Ramesh Desai  
Registrar


For and on Behalf of the  
UAS, Dharwad  
**REGISTRAR**  
**University of Agril. Sciences**  
**DHARWAD-580 005.**

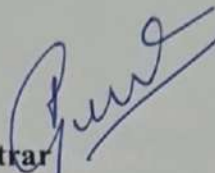


Witness 1:

  
Dr.P.L.Patil  
Director of Research  
UAS, Dharwad – 580005 (Karnataka).

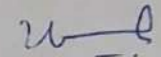
Witness 2:

  
Dr. Mruthunjaya C Wali  
Associate Director of Research  
UAS, Dharwad.

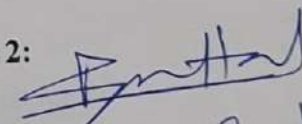
  
Registrar

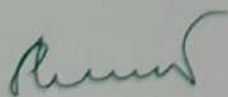
For and on Behalf of the  
KLE Technological University, Hubballi  
**REGISTRAR**  
**KLE Technological University**  
**HUBBALLI-580 031**

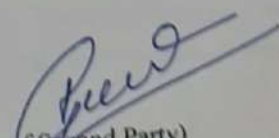


Witness 1:   
Dr. Uma Tudenagudi.  
**DEAN (R & D)**  
**KLE Technological University**  
**HUBBALLI-580 031.**

Witness 2:

  
Dr. Ravi Guttal.  
**DIRECTOR**  
**Center for Innovation and Product Development**  
**KLE Technological University, HUBBALLI-31.**

  
(Signature of First Party)  
Registrar, UAS, Dharwad

  
(Signature of Second Party)  
Registrar, KLE Technological University



**MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN**



**THE KARNATAKA CANCER THERAPY &  
RESEARCH INSTITUTE,  
PADMASHREE DR. R.B. PATIL CANCER HOSPITAL,  
NAVANAGAR, HUBBALLI- DHARWAD.**

**AND**



**KLE** Technological  
University  
Creating Value  
Leveraging Knowledge

**KLE TECHNOLOGICAL UNIVERSITY,  
HUBBALLI.**

**KLE Technological University,  
Hubballi**

**The Karnataka Cancer Therapy  
& Research Institute, Navanagar,  
Hubballi- Dharwad.**

This MoU is executed on this 8th day month of July 2021 at Hubli by and between

**The Karnataka Cancer Therapy & Research Institute,  
Padmashree Dr. R.B. Patil Cancer Hospital,  
Represented by its Chairman,  
Dr. B.R. Patil,  
Navanagar, Hubli.**

Hereinafter called as the "FIRST PARTY"

AND

**Registrar,  
KLE Technological University,  
Hubballi**

Hereinafter called as the "SECOND PARTY"

- I] Whereas the first party is conducting its research work in securing solutions to the Cancer illness by studying research, and investigating in various types of cancer in Karnataka Population.
- II] Whereas the second party with the co-operation and sanctions, carrying research work at the School of Biotechnology on research its problem "relating to various types cancer & other genetic related disease.
- III] Whereas the second party has represented to the first party that they are carrying out research work at the KLE Technological University and said research is being conducted under the guidance of Dr. S.V. Hiremath, Dr.Uma Mudengudi.
- IV] Whereas the first party is also conducting various researches on Cancer illness by studying, researching investigating for the promotion, conclusion, in achieving therapeutic solutions, Datas, history of patient grouping of patients and also curtail spreading of cancer illness, thus joined hands with second party on the assurance, of the second party agreed to transport tissues as per the ICMR guidelines.
- V) NOW THIS AGREEMENT WITNESS AS UNDER:
  - 1) The first party may provide blood samples, tissue and images to the second party which will be extracted or collected from the person/s, patients, affected by Cancer, for the study.
  - 2) The second party hereby acknowledge the blood tissue, samples and images Tissue samples received from the first party shall be used only for studying research works like Genotyping of Human Papilloma Virus and Genetic & Molecular profiling of BRCA-1 Gene in Familial Breast Cancer and Detection of HPV in normal population and oral cancer biomarker studies – i.e. precancerous& cancer lesion images.



- 3) That the second party shall appoint, nominate any person entitled to transport blood samples, tissue, HPV tissue, images from the first party as per ICMR guidelines for studying, research works investigate for the Genotyping of Human Papilloma Virus, Genetic & Molecular Profiling or BRCA-1 Gene, in Familial Breast Cancer and Detection of HPV in normal population and oral cancer.
- 4) The second party shall bear all the costs like transport of blood samples, tissue, HPV tissue including cost of a punch biopsy of the affected cervical region of the first party's patients conducted to extract tissue samples. Obtaining and transporting the samples collected in RNA lysis solution to stabilize RNA, the transport shall be in ICE BUCKET and stored at 20 degree for research and studying investigations as per Experimented Procedure. Sharing of CT, Ultrasound and X-ray images of Breast-cancer stages and validation of the inferences.
- 5) The second party shall conduct pre test counselling and post test counselling to the patients for extraction of collection blood samples, tissue, HPV tissue, oral tissue for getting consent from the patients of the first party.
- 6) The second party has agreed that at their utmost care and caution the research and investigation of collected samples shall be used for the said purposes only and after such investigations is completed the samples like blood samples, tissues, tissue will be destroyed and same shall be intimated to the first party in writing.
- 7) The first party and second party agreed for equal share of the credits of the research work and the result presentations will be made on joint names and any financial benefits accruing from the research if any will be shared equally by first and second party.
- 8) The first party and second party acknowledge funding for research projects will be done by mutual agreement and both parties will also jointly apply to any institution for funding of the projects.
- 9) That if the first party demands a joint committee be set up then members from both institution will be in the joint committee for supervision, smooth functioning of research investigation in implementation of research projects.
- 10) That the parties herein are at liberty to apply for at individual funding for any individual projects conducted by the individual institutes.
- 11) That the first party has the right to seek all the information with regard to the Research study, investigation conducted by second party.

- 12) That the second party shall on every two months provide in writing with regard to their study of the samples of blood, tissue and images conducted and investigated results etc.
- 13) That this agreement is typed in 200Rs. Bond Paper and is franked by the Sub-Registrar Office having paid the stamp duty. The said original agreement is in the custody of the first party and Photo copy is in the custody of second party.

**Tenure and Termination:**

- This MoU will take effect from the date it is signed by heads of The Karnataka Cancer Therapy and Research Institute Navanagar and KLE technological University Hubballi
- This MoU may be amended at any time by written mutual consent of the competent authorities of both the institutions.
- Either institution may terminate the MOU by giving written notice to their institution, not less than six months prior to the desired termination date.  
However, both institutions agree that all on-going research activities are allowed to complete successfully.

**Arbitration Clause:**

In the event of any dispute arising between The Karnataka Cancer Therapy and Research Institute Navanagar and KLE Technological University Hubballi it shall be endeavour of Chairman, The Karnataka Cancer Therapy and Research Institute Navanagar The Vice Chancellor of KLE Technological University Hubballi to first make an attempt to resolve the dispute amicably by mutual discussion and deliberations in the spirit of independence, mutual respect and shared responsibility, failing which the disputes shall be referred Arbitration. The Arbitration shall be conducted as per the provisions of arbitration act 1996. The Arbitral Tribunal shall consist of a sole arbitrator to be appointed by both the institutions. The award of the Tribunal shall be final and binding on both the institutions.

In witness where of The Karnataka Cancer Therapy and Research Institute Navanagar and KLE Technological University Hubballi here to have executed this MoU or caused it to be executed in their names and on their behalf by their duly authorised representatives on the date of set forth.



IN WITNESS WHEREOF PARTIES HEREIN AGREEING TO THE ABOVE  
TERMS, CONDITIONS HAVE PUT THEIR RESPECTIVE SIGNATURE ON  
8<sup>th</sup> JULY, 2021.

Hubballi  
Date: 8/7/2021

**FIRST PARTY**



(The Karnataka Cancer Therapy &  
Research Institute, Represented by its  
Chairperson, Dr. B.R. Patil)


**SECOND PARTY**



(The Registrar, KLE Technological  
University, Hubballi)

----- WITNESSES -----

1) 

2)   
(Mrs. Mudenagudi)





## MUTUAL NONDISCLOSURE AGREEMENT

This mutual non-disclosure agreement (the 'Agreement') is dated 19 November 2021 and is between DANA ANAND India Pvt. Ltd (Formerly known as Spicer India Pvt. Ltd.) Jodalli Plant and KLE Technological University, Hubballi.

The parties wish to explore leveraging latest technology in the domain of Computer Science and Engineering to improve manufacturing process in Dana Anand India Pvt Ltd, Jodalli Plant (hereinafter referred to as 'Purpose'). For this purpose, each party anticipates disclosing its confidential Information with the other party. Each party requires such confidential Information to be treated in confidence and protected in accordance with the terms of this Agreement.

The parties therefore agree as follows:

1. Definitions: For the purposes of this Agreement, the following definitions apply:

1.1 "Affiliate" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purpose of this definition, "Control" means direct or indirect ownership of more than 50% (fifty percent) of the voting power or equity in an entity.

1.2 "Confidential information means the following:

- (a). subject to Section 3, any information (other than Excluded information) disclosed by Disclosing Party to Receiving Party under this Agreement including but not limited to technology in the domain of Computer Science and Manufacturing Engineering.
- (b). any Derived Information.
- (c). any Personal Information.

1.3 "Derived Information" means all Information (including notes, analyses, Compilations, and Summaries) that is in writing or embodied in any electronic medium and that the Receiving Party or any of the Receiving Party's Representatives derive, in whole or in part, from any information described Section 1.2 (a).

1.4 "Disclosing Party" means Dana Anand India Pvt. Ltd or the other party to this Agreement, as the case may be, who discloses Confidential Information to the Receiving Party under this Agreement.

1.5 "Excluded information" means Information that comes within any of the following categories:

- (a). Other than any personally identifiable information, information that is or becomes public other than as result of breach of any obligation under this Agreement.
- (b). Information that, when it is disclosed, is already in the possession of the Receiving Party or any of its Representatives as the result of disclosure by a Person that was not then under an obligation to Disclosing party to keep that information confidential.
- (c). Information that, after it is disclosed under this Agreement, is disclosed to Receiving Party or any of its Representatives by a Person that was not then under an obligation to Disclosing Party to keep that information confidential.
- (d). Information that the Receiving Party develops independently before or after Disclosing party discloses equivalent information to the Receiving Party.



1.6 "Government Body" means:

- (e) the government of any country;
- (f) any instrumentality of such government;
- (g) any other individual, entity or organization authorized by law to perform any executive, legislative, judicial, regulatory, administrative or police functions of such government.

1.7 "Person" means any individual, any company, partnership, proprietorship, association, trust or other legal entity or organization or any Government Body.

1.8 "Personal Information" means any information that relates a natural person, which either directly or indirectly, in combination with other Information available or likely to be available with a party, is capable of identifying such person.

1.9 "Representatives" means with respect to an entity, any of that entity's directors, officers, employees, agents, consultants, advisors and other representatives.

1.10 "Receiving Party" means Dana Anand India Pvt. Ltd or the other party to this Agreement, as the case may be, who receives Confidential information from Disclosing party under this Agreement.

1.11 "Term" means 3 (three) years from the date of this Agreement.

1.12 "MoU" means Memorandum of Understanding dated 19 November 2021 entered into between the Parties to this Agreement for the purpose specified herein.

## 2. Maintaining Confidentiality.

2.1 During the Term and for ten years thereafter, the Receiving Party shall not:

- (a) Disclose any Confidential Information except as contemplated under this Agreement.
- (b) Use any Confidential Information other than the Purpose of this Agreement.

## 3. Disclosure Procedure

For any information to constitute Confidential Information, the following conditions must be satisfied:

3.1 If that information is contained in a printed document or computer disc or is otherwise fixed in a tangible medium, it must be marked ("**Confidential**"); and

3.2 If that information is disclosed, orally, is disclosed by showing it to the Receiving Party, is disclosed by transmitting it in an electronic file, or otherwise not fixed in a tangible medium, then on the day that it is disclosed Disclosing Party must confirm in a notice to the Receiving Party describing the information, that Information is confidential.

## 4. Permitted Disclosure.

Any individual to whom Disclosing Party discloses Confidential Information in accordance with this Agreement may disclose that Confidential Information only to any Representatives of Receiving party who need to know that Confidential Information for the purpose specified in in this Agreement and MoU, on condition that Receiving party notifies each such individual of the confidential nature of the Confidential Information and each such individual (other than any individual otherwise under a duty to keep that Confidential Information confidential, including as a result of being a director, officer, employee) is a party to a written confidentiality agreement with the Receiving Party in which that individual promises not to disclose any Confidential Information or use any Confidential Information other than purposes of specified in this Agreement and the MoU.

## 5. Precautions against Unauthorized Disclosure

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The Receiving Party shall take precautions to prevent disclosure or use of Confidential Information other than as authorized in this agreement. Those precautions must be equal to those taken by the Receiving party to protect its own confidential Information or those that would be taken by a reasonable person in the position of the Receiving Party, whichever is greater. If any nonparty misappropriates Confidential Information from the Receiving Party, the Receiving Party will be liable to the Disclosing Party for that misappropriation to the same extent that Receiving Party would have been, had the Receiving Party disclosed or used that confidential Information other than as authorized in this Agreement.

Further, the receiving party shall not analyze or disassemble, or cause to be analyzed or disassembled any samples or software provided by the disclosing party pursuant to the terms of this Agreement, nor shall the receiving party provide such samples or software to third parties, nor allow a third party to analyze or disassemble, have access to, or cause to be analyzed or disassembled such samples or software, unless the disclosing party provided prior written permission to do so.

6. Unauthorized Disclosure or Use by Representatives.

If any one or more Representatives of that Receiving Party disclose or use Confidential Information other than as authorized in this Agreement, the Receiving Party will be liable to the disclosing Party for that disclosure or use to the same extent that it would have been had the Receiving Party disclosed or used that Confidential information.

7. Notification of Unauthorized Disclosure or Use.

If the Receiving Party becomes aware of any disclosure or use of any confidential Information other than as authorized in this Agreement, the Receiving Party shall promptly notify Disclosing party of that disclosure or use and shall cooperate with Disclosing party in mitigating any adverse consequences to Disclosing Party of that disclosure or use.

8. Nondisclosure of Agreement.

During the Term and for ten years thereafter, each party shall not disclose to any other Person the existence of this Agreement and its terms and that the parties are exploring the Purpose as specified in this Agreement and MoU unless such disclosure is required by law, in which case the disclosure will not constitute a breach of that party in question's obligations under this section 8 on condition that it has complied with section 9 as if section 9 applied to that disclosure in addition to disclosure of Confidential information.

9. Disclosure Required by Law.

9.1 If any proceeding is brought to compel Receiving Party or any of its Representatives to disclose any Confidential information or if Receiving party or any of its Representatives are otherwise required by law to disclose any Confidential Information, the Receiving Party shall do the following:

(a) unless by doing so the Receiving Party would violate a law or an order of a Government Body, notify Disclosing Party of that proceeding or that requirement, as the case may be, promptly after learning of it, taking into account for the purposes of determining the Receiving Party's promptness any time constraints that Disclosing party would face in bringing a proceeding to prevent that disclosure or to protect the confidentiality of any information that is disclosed; and

(b) Cooperate with Disclosing Party in any proceeding Disclosing Party brings to prevent that disclosure or to protect the confidentiality of any information that is disclosed.





10. No License.

Disclosing Party's disclosure of Confidential Information will not constitute a grant to the Receiving Party or any of its Representatives of a license to, or any other interest in any rights or licenses to any patents, Confidential Information or other intellectual property of Disclosing party pursuant to this Agreement except for the purpose as set forth above.

11. Confidential Information subject to laws.

Confidential Information provided by DA IPL may be subject to the laws and regulations of the United States of America regarding the exportation or re-exportation of technical data or information or any product based thereon. KLE Tech shall not ship or otherwise communicate or allow to be shipped or communicated, either directly or indirectly, such Confidential Information of DA IPL or any other technical data or information or any product of DA IPL based thereon without the written permission of DA IPL.

12. Termination & Modifications.

The parties may mutually agree in writing to terminate this Agreement at any time. All additions or modifications to this Agreement must be made in writing and must be executed by the parties.

13. Breach and dispute.

The parties acknowledge and agree that an actual or threatened breach of this Agreement would cause irreparable harm, for which money damages would not be a sufficient remedy or difficult to ascertain, entitling the non-breaching party to preliminary and permanent injunctive relief, without the necessity of posting any bond, in addition to any other equitable relief or remedies that may be available to it.

In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, such dispute shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably within a period of thirty (30) days from the date on which such notice of such dispute is provided by either party to the other party, such dispute shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and decision of such arbitration shall be final and binding on both the parties. The place of arbitration shall be Pune, India and the language of the arbitration shall be English.

14. No Representation as to Accuracy.

Disclosing party is not making any representation as to accuracy of any Confidential information in this Agreement.

15. Governing law jurisdiction.

The laws of India govern this Agreement. The parties' consent to exclusive jurisdiction of courts in Pune.





The parties are signing this Agreement on this 19<sup>th</sup> day of November 2021.

For and on behalf of  
Dana Anand India Pvt. Ltd.  
Jodalli plant  
(Formerly known as Spicer India Pvt.  
Ltd.)

For and on behalf of  
KLE Technological University,  
Hubballi

  
Signature

  
Signature

Witness:

1.   
Sumit Sheth.
2. 

Witness:



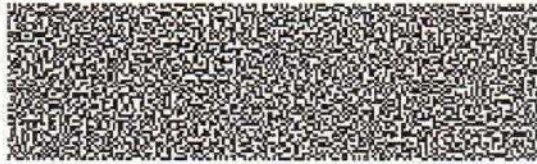
सत्यमेव जयते

INDIA NON JUDICIAL

**Government of Karnataka**

**e-Stamp**

Certificate No. : IN-KA49236358895467T  
Certificate Issued Date : 16-Jul-2021 01:59 PM  
Account Reference : NONACC (FI)/ kaksfcl08/ HUBLI14/ KA-DW  
Unique Doc. Reference : SUBIN-KAKAKSFCL0863704846532210T  
Purchased by : NINAD PATIL  
Description of Document : Article 12 Bond  
Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : HUBLI ESDM EXCHANGE  
Second Party : NINAD PATIL  
Stamp Duty Paid By : NINAD PATIL  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

## INCUBATION CENTRE AGREEMENT

THIS INCUBATION CENTRE AGREEMENT ("Agreement") is entered into on this <sup>16<sup>th</sup></sup> day of <sup>JULY</sup> (month-year) by and between:

1. **Hubli ESDM eXchange (HEX)**, a project funded by Government of Karnataka through KITS and jointly executed by KITS, India Electronics and Semiconductor Association (IESA) and KLE Technological University through KLE – Centre for Technology Innovation & Entrepreneurship (CTIE), (a society incorporated under the provisions of Karnataka Societies Registration Act, 1960 (Karnataka Act 17 of 1960))





having its registered office at HEX, KLE Tech Park, First Floor, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD (herein referred to as “HEX” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

2. **Encephalon Solutions**, having its registered office at Clite building, KLE Technological University (hereinafter referred to as “**Participant**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its **successors-in-interest** and permitted assigns); and

Ninad Patil residing at # 70, shirur park, Hubli, Karnataka (hereinafter referred to as the “**Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include [his/her] successors, legal representatives and permitted assigns).

HEX and the Participant are hereinafter collectively referred to as “**Parties**” and severally as “**Party**”.

- A. HEX under KLE - CTIE has developed and operates an incubation centre focusing on connecting investors with Indian start-ups and early-stage ventures. KLE – CTIE also provides a range of services that include guidance on building business plans and financial models, screening proposals, carrying out due diligence, providing access to investor members and presentment, deal closure, mentoring, and post investment monitoring.
- B. The parties have established an incubation centre known by the name Hubli ESDM eXchange (HEX) located at Hubballi, India (“**Premises**”) and is running an incubation program for start-ups on the terms contained herein.
- C. [Note: To be inserted only if the Participant is a company or will be incorporated shortly after entering into this Agreement. To capture the name, address and area of work of the participant]
- D. This Agreement has been entered into for the purpose of admitting the Participant, [represented by its Promoter], into the incubation program run by HEX and to record the terms and conditions of such admittance

## IT IS AGREED

### 1. TERM

- 1.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 12 (Twelve) months unless extended for a mutually agreed further period or until terminated in accordance with Clause 10 of this Agreement (“**Term**”).



- 1.2 The Term may be extended/renewed by HEX at its sole discretion, upon receiving a written request for such extension from the Participant.

## 2. **ROLE OF PARTIES**

HEX shall provide the services contained in Clause 2.1 to 2.5 below (“**Services**”) on the terms contained in this Agreement and as required by the Participant, it being clarified that the Services shall be provided to entities/individuals at different stages. It is hereby confirmed that the Participant shall be deemed to be the [Incubatees] for the purposes of this Agreement, including Clause 3 below.

### 2.1. **Common Infrastructure**

HEX shall provide a common pool of hard and soft infrastructure to be shared by all participants. These facilities are as follows:

- 2.1.1. Access to Idea to Prototype Lab
- 2.1.2. combined printer, scanner, and photocopier;
- 2.1.3. meeting rooms;
- 2.1.4. conference room with projection equipment;
- 2.1.5. round the clock security services;
- 2.1.6. auditorium (based on its availability with prior booking);
- 2.1.7. access to library facilities (of KLE Technological University); and
- 2.1.8. access to laboratory facilities of different department/schools (based on its availability and with prior permission)

Apart from the above common infrastructure, every startup will get a physical workspace, basic office furniture, lights, and fans.

During the currency of the agreement, HEX hereby agrees to allow the participant to use the facilities subject to the condition as mentioned hereinunder.

- The facilities shall be used by the participant to solely pursue the activities mentioned in the application submitted to HEX at the time of their selection to HEX / or the activities approved subsequently by HEX on request of the participant.
- Notwithstanding the general agreement about using the said facilities as mentioned hereinbefore, the use of MakerSpace / Electronics Enabling Lab (EEL) facilities (on a charge basis where necessary) will require specific permission from the competent authority through HEX for each specific job and such permission



may be refused or withdrawn without showing any specific reason and furthermore. HEX will not bear any liability which may arise out of refusal or withdrawal of such permission.

- Notwithstanding any specific permission for using common facilities of KLE Technological University, the HEX authorities may bar any employee of participant to enter its library, laboratories, departments, centres or sections, without showing any reason. HEX will not bear any liability which may arise out of such action.
- Guidance of faculty members and assistance of technical staff may be made available on terms and conditions to be negotiated separately.
- The participant shall be liable to pay the repair/replacement cost for any wilful damage or damage due to negligence of any equipment (belonging to or under the care of HEX) caused during the course of its use by any representative of the participant.
- Common shared facilities like meeting room must be used as per the guidelines of HEX, only for official purposes. It should not be used for any personal work and the participant should book the meeting room at least one day in advance.
- Furthermore, HEX shall neither be responsible nor liable for any accident that the participant or his/her assignees/ representatives might meet within the course of their work within the premises of KLE Technological University.
- Participant(s) shall pay utility charges to HEX for electricity as levied by authorities for the usage of Air-conditioners if installed during course of occupancy. If any of these connections is cut off by authorities, for any default of payment on the part of the participant, the charges for restoring such services will be borne by the participant.
- Participants are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of HEX. All the participants are required to keep a first aid kit in their modules. Necessary signboards must be installed by participants.
- Participants are required to keep the Institute informed about any visitor from abroad, foreign collaboration and/or foreign partner/director, and abide by the rules/procedures in practice in the Institute.
- No participant or its employee can display notices or signage except on the



provided notice boards and the space provided for such signage. Prior approval must be taken to put any marketing materials inside the HEX premises or inside KLE Campus.

- Participant should observe that noise levels are kept at a minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by HEX.
- Subleasing of any kind of the space given at HEX is not allowed. Non-observance of this rule will result in immediate expulsion.
- Participant should plan on getting their own internet connection facility for their business purposes. The room allotted to incubate (or company) shall be used for business purposes only. Also, only incubate and their employees (also, partners of company) shall be allowed to access the allotted room.
- Participant should not get a duplicate of original room key given to him without the permission of HEX coordinator.
- No routine /unsolicited / unrelated sales/marketing operation will be permitted from the HEX incubator premises by any of the participants.
- HEX shall not accept any responsibility to compensate anyone as a result of any accident or damage (electrical / explosion etc) taking place at the participant's premises or at any place, either resulting from their activities or otherwise. The victims could be the participant or their employees, other persons working in KLE Technological University premises or any visitors to KLE Technological University. Paying any compensation to those who have suffered arising out of such a contingency shall be the sole responsibility of the participant. Under the above contingency, it is also the responsibility of the participant alone to compensate for any loss caused to the property of KLE Technological University.

## 2.2. Other Services

HEX shall, subject to the Participant's requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.2.1. access to corporates partnering with HEX as well as KLE – CTIE



- 2.2.2. access to experts or professionals in technology, business, legal, financial and related matters;
- 2.2.3. workshop series by industry professionals, business executives or domain experts; or
- 2.2.4. organise events to help participants network or showcase their technologies, business propositions or products and services.

### 2.3. **Mentoring Services**

HEX & KLE – CTIE shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

### 2.4. **Internship Services**

HEX shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at HEX on a monthly basis.

### 2.5. **Business Support Services**

HEX may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek assistance of such professional service providers on the basis of a separate commercial arrangement. It is clarified that HEX shall, (i) in no circumstance, be responsible for any liability, indemnity, damages or other claim that may arise pursuant to the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

## 3. **CONSIDERATION**

3.1. The startup enrolling under the HEX Program will have no rental payment for period of six (6) months from the date of joining the program.

3.2. In consideration of the services listed in Clause 2 above, as applicable, the Incubatees shall ensure that the payments mentioned below post completion of their six-month period in the incubation centre, shall be paid to HEX:

3.2.1. The participant shall pay rent on the space occupied as below

- Tech park – Rs. 11 + Rs. 4 = Rs. 15 per sq. ft.

plus any applicable taxes rounded to a next whole rupee. The second component of the rent is towards housekeeping which shall be performed by professional service providers.

3.2.2. The rent is to be paid in advance every quarterly before 10<sup>th</sup> of the month in which it is due. Payments made later than this date shall be charged a penalty



of Rs. 100 per day. The payments can be made via NEFT. No cash payments are permitted.

3.2.3. Incubatee Rent will be subject to revisions from time to time upon expiry of the Term, and based on the mutual agreement amongst the Parties;

3.2.4. Additional charges as may be applicable, on utilisation of any specialised software or equipment, or any other services or facilities provided by HEX, decided on a case-by-case basis prior to procurement of such software/equipment/ services of facilities; and

3.2.5. The participant shall not affect changes in the form of erecting structures in the premises allotted to them without written approval from HEX.

3.3. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement other than any property tax payable on the Premises which shall be the responsibility of HEX.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

Each Party shall ensure that neither the Party, nor any of its employees, representatives or staff shall alter, modify, copy or otherwise infringe the intellectual property of the other Parties.

#### **5. RELATIONSHIP BETWEEN PARTIES**

The relationship between the Participant, [the Promoter] and HEX established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict HEX from providing similar services to third parties.

#### **6. REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1. Each of the Parties hereto represents, warrants and covenants that:

6.1.1. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and



6.1.2. It has taken all necessary actions to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.

6.2. The Participant[and the Promoter] hereby jointly and severally represent, warrant and covenant that it/he/she shall adhere to the guidelines set forth by HEX and notified to the Participant[and the Promoter] from time to time, regarding operational issues of the incubation centre.

6.3. The Participant [and the Promoter] acknowledge and agree that HEX does not guarantee that the Participant's business shall succeed. HEX makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant [and the Promoter] hereby waives and covenants not to bring any action against HEX or their employees, agents, contractors, or other representatives for any claim related to such matters.

## **7. INDEMNIFICATION**

7.1. None of the Parties shall be responsible to the other Party for any consequential or indirect losses.

7.2. The Participant[and the Promoter] shall, jointly and severally keep HEX fully indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as set forth in this Agreement.

7.3. HEX cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period

## **8. COMPLIANCE WITH LAWS**

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licences, permits, authorisations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

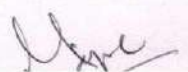


## 9. CONFIDENTIALITY

- 9.1. Each Party recognizes and acknowledges that by reason of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.
- 9.2. The obligations contained in Clause 10 shall not apply to information that is:
- 9.2.1. Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or
  - 9.2.2. Already in the public domain; or
  - 9.2.3. Required to be disclosed pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or
  - 9.2.4. Such information lawfully comes into possession of the recipient Party from a source which is not the other Party.

## 10. TERMINATION

- 10.1. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):
- 10.1.1. For any breach of, or default under this Agreement by the Participant, HEX shall give the Participant written notice of such breach or default. The Participant shall within a period of 90 (Ninety) days ("**Cure Period**") from the date of receipt of such written notice from HEX, rectify or cure the breach or default and intimate HEX, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach of default within the Cure Period, this Agreement shall stand terminated, unless the Parties agree otherwise.





- 10.1.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.
- 10.1.3. HEX shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with a prior written notice of 90 (Ninety) days.
- 10.1.4. HEX reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2. Any Termination shall not have any effect on the rights accrued prior to such Termination and all payments to be made to HEX shall be made within 90 (Ninety) days from the date of such Termination.
- 10.3. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4. In case, the participant fails to vacate and deliver possession of the said work space to HEX on the termination of the agreement, the HEX shall be entitled to take possession of the said space by removing all articles of participant found in the said work space in such manner as it may be deemed fit and the expenses, if any, incurred by the HEX shall be recoverable in full from the participant.
- 10.5. The participant shall submit audited financial report on quarterly and yearly basis, certified by a Chartered Accountant. Failing which HEX has a right to enquire with the participant and terminate the contract, if the participant fails to submit the report timely.
- 10.6. The participant shall on a quarterly basis submit list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which HEX has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.7. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by HEX. This is essential to track the participant progress in the incubation centre. Failing which HEX has a right to take necessary steps against the participant to terminate the contract.
- 10.8. It is agreed between the Parties that Clauses 5, 8, 9, 10 and 11 shall survive the Termination of this Agreement.



## 11. MISCELLANEOUS

### 11.1. Force Majeure

Any delays in or failure of performance by any Party shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party effected, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

### 11.2. Severability

If any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.

### 11.3. Assignment

The Participant [and/or the Promoter] shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that HEX shall be entitled to freely transfer this Agreement.

### 11.4. Notices

Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("**Notices**") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("**Receiving Party**") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgement of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

**To HEX :**

Address: Director, HEX, First Floor, KLE Tech Park, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD

Phone: 0836 – 2378323/321

E-mail: [hex@iesasonline.org](mailto:hex@iesasonline.org)

**To the Participant: Encephalon Solutions**

Address: CLITE building, KLE Technological University, Vidyanagar, Hubli – 580031,

Phone: 9448390080

Fax: -

E-mail: [ninadbbpatil45@gmail.com](mailto:ninadbbpatil45@gmail.com)

**To the Promoter: Ninad Patil**

Address: # 70, shirur park, Hubli, Karnataka

Phone: 9448390080

Fax: -

E-mail: [ninadbbpatil45@gmail.com](mailto:ninadbbpatil45@gmail.com)

**11.5. Entire contract**

This Agreement hereto constitutes the entire agreement between the Parties as to the services to be provided hereunder, and shall supersede any and all previous agreements, representations, and warranties, written or oral, regarding such services.

**11.6. Amendments**

No addition to or modification of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.



#### 11.7. **Waiver**

Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice any Party's rights to take subsequent action. Any waiver by any of the Parties under this Agreement shall be in writing.

#### 11.8. **Governing Law**

This Agreement and these conditions shall be governed by and construed in accordance with the laws of India and subject to Clause 11.9 below, the Courts at Hubballi, India shall have exclusive jurisdiction on matters arising from this Agreement.

#### 11.9. **Arbitration**

Any difference, dispute, controversy or claim ("**Dispute**") which may arise between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be settled by the Parties by way of arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, (or any subsequent enactment or amendment thereto). In the event that the Parties are unable to agree on a sole arbitrator, any such Dispute shall be referred to the sole arbitrator appointed by the Hon'ble Chief Justice of High Court at Hubballi, India. The venue of the arbitration shall be Bengaluru, India. The language of the arbitration and the award shall be English.

#### 11.10. **Specific Performance**

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defence that an adequate remedy at law is available. The non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

**11.11. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

**11.12. Costs and Expenses**

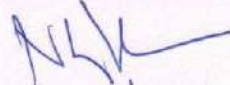
Each of the Parties hereto shall bear separately its own expenses, including without limitation, the fees and disbursements of counsel, accountants and other financial advisors, incurred by each Party in connection with the negotiations, execution and delivery of this Agreement and any other matters related hereto.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For **Hubli ESDM eXchange (HEX)**

Name:

Designation:

  
Nitin Chaudhary  
Director

For **Hubli ESDM eXchange (HEX)**

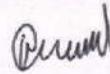
**THE DIRECTOR  
HUBLI ESDM EXCHANGE  
(HEX)**

Name:

For **Encephalon Solutions**

Name: Ninad Patil

Designation: Founder

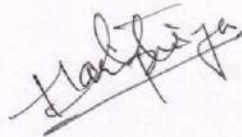


For **ENCEPHALON**

**PARTNER.**

For **Encephalon Solutions**

Name: Haripriya H





The agreement may be entered in contemplation of death or for the purpose of avoiding the payment of estate tax, and the agreement shall be subject to the provisions of the Internal Revenue Code, and the agreement shall be subject to the provisions of the Internal Revenue Code, and the agreement shall be subject to the provisions of the Internal Revenue Code.

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For THE PRAHON

*[Signature]*

WALTER

For THE PRAHON

*[Signature]*

WALTER

THE DIRECTOR

*[Signature]*

THE DIRECTOR  
MUBLI EXCHM EXCHANGE  
(HEX)

**TESSOLVE SEMICONDUCTOR  
TEST ENGINEERING LAB  
FOR STE-SDC COURSE**

**Training Partner Agreement  
Between Tessolve & KLE Technological  
University(Earlier Known as BVBCET)**

1<sup>st</sup> July ,2021,

**Tessolve Semiconductor Pvt Ltd**

Plot No. 31 (P2), Electronic City Phase II

Bangalore 560100, India

T: +91 80 4181 2626

F: +91 80 4120 2626

W: [www.tessolve.com](http://www.tessolve.com)

TESSOLVE SEMICONDUCTOR PVT. LTD.

Plot No.31 (P2), Electronic City, Phase II, Bangalore -560 100, INDIA T: +91 80 4181 2626 F: +91 80 4120 2626  
W: [www.tessolve.com](http://www.tessolve.com) CIN: U 72300KA1993PTC034929 ISO 9001 : 2015



## About Applied Digital Microsystems

Founded in 1987, ADM products include Semiconductor ATE Trainers, USB Analyzers, Logic Analyzers, Pattern Generators, Universal In-Circuit Emulators, Compilers / Debuggers /Assemblers. ADM continues to provide advanced, skill oriented and affordable Embedded Semiconductor design and test engineering tools for both Industry and Education.

## About Tessolve Semiconductor

Tessolve, an ISO 9001:2015 certified company, is one of the world's leading Semiconductor Engineering solutions provider. Tessolve offers engineering expertise in the areas of Semiconductor IC Design, Test & Product Engineering, PCB Design, Failure Analysis and Systems Design under one roof. Tessolve's goal is to be an extended arm of Semiconductor product companies and enable them to ensure good quality productization of their chips in a cost effective manner.

Since its inception in 2004, Tessolve has grown from strength to strength. Tessolve currently has over 1000 employees with offices in Bangalore, Coimbatore, Bhubaneswar, Vizag, Singapore, Malaysia, USA (Santa Clara & Dallas). Tessolve engineers have executed complex projects for several leading semiconductor companies.

TESSOLVE SEMICONDUCTOR PVT. LTD.

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W: [www.tessolve.com](http://www.tessolve.com) CIN: U72300KA1995F1C034929 ISO 9001 : 2015

## Background

Semiconductor devices today integrate a wide range of components of an electronic system (computation engine, memory, logic, power management, mixed signal blocks etc.) into a single multifunctional device. There is incredible convergence between handheld, automotive, and home electronics technologies. The semiconductor Industry is also levered strongly to the growth prospects of Internet of Things and Big Data. The SoC market is expected to grow from \$500 billion in 2015 to over \$1.5 trillion in 2019.

Testing a chip is a critical step in the design cycle for semiconductor IC companies. Today's chip testing involves high cost equipment and experienced engineers. The Indian market is also now moving towards making our own physical chip, which will require testing, characterization and qualification in India. Not only the big chip makers but also Indian origin design houses and IP providers will need testing of their devices to contribute to the upcoming chip manufacturing in India.

**Semiconductor Automated Test Equipment (ATEs)** are used for testing memory, digital, mixed signal, power management and SoC components, both at the wafer level and package level stages.

Engineering graduates, who comprise two-thirds of the entire workforce, form a major part of the Semiconductor testing industry. **The industry goes through six months to a year for the Engineering graduates from college to become deployable and industry ready.** There is a continuous shortage and high demand for qualified test engineers every year. Meanwhile, university and engineering institutions lack the specialized ATE training skills, as they cannot afford the financial outlay for high cost Semiconductor Test Equipment required for such training.

Tessolve & ADM have overcome this academia problem by providing a novel concept of owning a low cost Digital Test Trainer – **LGLiteATE** by the Institution (referred as Training Partner). To understand the electronics and device test theory, LGLiteATE is the ideal training vehicle to learn and develop the talent and skillset for the Semiconductor Engineering industry.

Tessolve Semiconductor is offering **Semiconductor Test Engineering - Skill Development Course [STE-SDC] certification course** that will be offered to the Training Partner's teaching faculty so that they can train their students at their campus. The rationale behind this STE-SDC Certification approach is to introduce the students as soon as possible to real world test program development so that they can bridge the gap between academic learning and job-oriented skill set required in the industry in a shorter duration.

Tessolve & ADM will continue to work with Indian academia to support skill-oriented training in field of semiconductor test and measurement.

TESSOLVE SEMICONDUCTOR PVT. LTD.

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 W: www.tessolve.com CIN: U72300KA1993PTC034929 ISO 9001 : 2015



## Training Partner Agreement

This Agreement, effective 1<sup>st</sup> July, 2021, is between Tessolve Semiconductor Pvt Ltd, having an office at Plot No. 31 (P2), Electronic City Phase II, Bangalore 560100 and **KLE Technological University(Earlier Known as BVBCET)**, having an office at Hubli.

The **KLE Technological University(Earlier Known as BVBCET)**, henceforth known as the "Training Partner" hereby agrees to participate in setting up a Tessolve Semiconductor Test Engineering Lab and offer the STE-SDC course for final year engineering graduates, subject to the following guidelines.

### 1. Objective

The objective of TSTE Lab is to offer **STE-SDC** Course to ECE/EEE/IE undergraduate students.

### 2. Term

The term of this Agreement shall be for **Two (2)** Years commencing on July 1<sup>st</sup>, 2021, renewable by the parties with mutual consent.

### 3. Terms & Conditions for setting up the TSTE Lab and conducting the STE-SDC course

- a) Tessolve selects the Training Partner based on factors like qualification of the training staff, location and capabilities to handle the training.
- b) ADM & Tessolve will train the Trainers once the qualified college signs the Training Partner Agreement.
- c) Tessolve will recommend the batch size depending on the infrastructure provided by the Training Partner. Multiple batches can be conducted in case of large enrolment.
- d) Tessolve will provide the course content to be used by the Training Partner.
- e) The Training Partner will be responsible for enrolment of the candidates and getting a batch approved from Tessolve before start of the training.
- f) Training Partner will be responsible for conducting the training and coordination with Tessolve for the assignments.

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- g) Tessolve will carry out periodic visits to the TSTE Lab for assessments during the STE-SDC training.
- h) Training Partner will maintain day-wise attendance record for the batch and provide it to Tessolve during the assessments.
- i) The STE-SDC Certification course can be offered full time or part time.
- j) The Training Partner will conduct STE-SDC examination at the end of the course.
- k) Training Partner will **promote training in Semiconductor Test Engineering** to their own students and can also promote it to other nearby Engineering Colleges.
- l) All candidates, upon successfully qualifying Tessolve's examination, will be provided STE-SDC Certification. They will also become **eligible to appear for Technical interview directly at Tessolve** without having to go through a written test selection that is normally required during Tessolve's recruitment process.
- m) Training Partner **is allowed to charge** a nominal fee from students.
- n) Tessolve shall participate in delivering Technical Lectures on Semiconductor Test Engineering Topics by delegates from the industry.
- o) Students hired by other organizations will not be eligible for STE-SDC Training.
- p) Based on Tessolve's hiring requirement from time-to-time, Tessolve should be given the highest priority to hire the required number of students who have qualified from the STE-SDC Training batch.
- q) Tessolve Semiconductor Test Engineering Lab includes STE-SDC courseware and ADM's LGLiteATE, Universal Load board, test scripts and laboratory materials. After successfully obtaining the STE-SDC Certification by Tessolve, the engineer will be able to demonstrate Proficiency in Test Methodologies like test program development and troubleshooting skills for digital ICs.
- r) Tessolve holds the right to withdraw the permission to setup/operate the TSTE Lab at any time if the Training Partner fails to comply with the above guidelines.

#### 4. Other Engagements

The Training Partner agrees that they would conduct trainings with this objective only under the association with Tessolve. During the validity of this Partner Agreement and even after the validity is over, in case the Training Partner intends to associate with any other organization for conducting a similar training, they should first seek a written permission from Tessolve before making any plan.

TESSOLVE SEMICONDUCTOR PVT. LTD.

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 W: www.tessolve.com CIN: U72300KA1993PTC034929 ISO 9001:2015





## 5. Termination

Either party, upon giving not less than thirty (30) days written notice, may terminate this Agreement. The thirty (30) day termination period shall not begin until the other party has received or is deemed to have received the notice of termination.

## 6. Entire Agreement

This agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates all prior and/or contemporaneous understandings and/or discussions between the parties, whether written or verbal, express or implied, relating in any way to the subject matter hereof. This Agreement may not be altered, amended, modified or otherwise changed in any way except by a written agreement, signed by both parties.

## 7. Confidentiality

Training Partner agrees at all times during the term this Agreement and after the termination of this Agreement to hold in strictest confidence, and not to use, or to disclose, transfer or reveal, directly or indirectly to any person or entity any Confidential information without the prior written authorization of the other party. Confidential Information includes, but not limited to, Training Material, Manuals, Circuit diagrams, Presentation PPTs, names of investors, buyers, sellers, borrowers, client lists, financial information and trade secrets about the products and information or other proprietary information relating to designs, formulas, developmental or experimental work, know how, products processes, computer programs, source codes, databases, designs, schematics, or other original works of authorship.

Each party hereby agrees that all information provided by the other party and will be treated as confidential and the receiving party shall not make any use of such information other than with respect to this Agreement. If the Agreement shall be terminated, each party shall return to the other all such confidential information in their possession, or will certify to the other party that all of such confidential information that has not been returned has been destroyed.



TESSOLVE SEMICONDUCTOR PVT. LTD.

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## 8. Assignment

This Agreement is valid only for the Training Partner who have signed with Tessolve, and is not transferable or sub-contractible to any other third person or entity.

IN WITNESS WHEREOF, M/s. Tessolve Semiconductor Pvt. Ltd. and the Training Partner have entered into this agreement and agree to the above terms in their entirety.

For **Tessolve Semiconductor Pvt. Ltd.**



**Mr. Rajakumar D**

Vice President – Operations

For **KLE Technological University(Earlier Known as BVBCET)**

Mr. 

Designation





सत्यमेव जयते


INDIA NON JUDICIAL

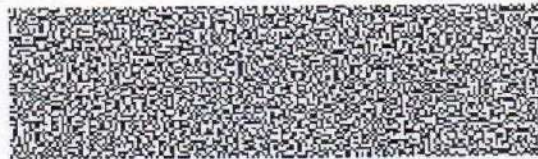
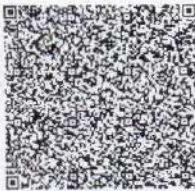
**Government of Karnataka**

**e-Stamp**

Certificate No. : IN-KA99507999321542T  
Certificate Issued Date : 09-Apr-2021 12:09 PM  
Account Reference : NONACC (BK)/ kakscub08/ HUBLI6/ KA-DW  
Unique Doc. Reference : SUBIN-KAKAKSCUB0870222775052027T  
Purchased by : CIPD KLE TECHNOLOGICAL UNIVERSITY  
Description of Document : Article 12 Bond  
Description : BUSINESS INCUBATOR AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : CIPD KLE TECHNOLOGICAL UNIVERSITY  
Second Party : DOCKETRUN TECH PVT LTD  
Stamp Duty Paid By : CIPD KLE TECHNOLOGICAL UNIVERSITY  
Stamp Duty Amount(Rs.) : 200  
(Two Hundred only)

For The Arya Vaisya Co-op. Bank Ltd

  
BRANCH MANAGER  
HOSUR BR. HUBLI



Please write or type below this line

**INCUBATION CENTRE AGREEMENT**

**THIS INCUBATION CENTRE AGREEMENT ("Agreement")** is entered into on this 18<sup>th</sup> day of January-2021 by and between:

- Center for Innovation and Product Development (CIPD)**, Part of KLE Technological University, having its registered office at B. V. Bhoomaraddi Campus, Hubballi - 560031 (hereinafter referred to as "CIPD-KLE Tech")
- DOCKETRUN TECH PRIVATE LIMITED**, (Corporate identity number:U72900KA2019PTC128107) having its registered office at





period or until terminated in accordance with Clause 10 of this Agreement ("**Term**").

- 1.2 The Term may be extended/renewed by "**CIPD-KLE Tech**" at its sole discretion, upon receiving a written request for such extension from the Participant.

## 2. **ROLE OF PARTIES**

"**CIPD-KLE Tech**" shall provide the services contained in Clause 2.a to 2.e below ("**Services**") on the terms contained in this Agreement and as required by the Participant, it being clarified that the Services shall be provided to entities/individuals at different stages. It is hereby confirmed that the Participant shall be deemed to be the [Incubatees] for the purposes of this Agreement, including Clause 3 below.

### a. **Common Infrastructure**

"**CIPD-KLE Tech**" shall provide a common pool of hard and soft infrastructure to be shared by all participants. These facilities are as follows:

- 2.a.1. Combined printer, scanner and photocopier;
- 2.a.2. Meeting rooms;
- 2.a.3. Conference room with projection equipment;
- 2.a.4. Round the clock security services;
- 2.a.5. Auditorium (based on its availability with prior booking);
- 2.a.6. Access to library facilities (of KLE Technological University); and
- 2.a.7. Access to laboratory facilities of different department/schools (based on its availability and with prior permission)

Apart from the above common infrastructure, every startup will get a physical workspace, basic office furniture, lights and fans.

During the currency of the agreement, "**CIPD-KLE Tech**" hereby agrees to allow the participant to use the facilities subject to the condition as mentioned herein under.

- The facilities shall be used by the participant to solely pursue the activities mentioned in the application submitted "**CIPD-KLE Tech**" at the time of their selection to "**CIPD-KLE Tech**" or the activities approved subsequently.





by **"CIPD-KLE Tech"** on request of the participant.

- Notwithstanding the general agreement about using the said facilities as mentioned hereinbefore, the use of Maker Space / Electronics Enabling Lab (EEL) facilities (on a charge basis where necessary) will require specific permission from the competent authority through **"CIPD-KLE Tech"** for each specific job and such permission may be refused or withdrawn without showing any specific reason and furthermore. **"CIPD-KLE Tech"** will not bear any liability which may arise out of refusal or withdrawal of such permission.
- Notwithstanding any specific permission for using common facilities of KLE Technological University, the **"CIPD-KLE Tech"** authorities may bar any employee of participant to enter its library, laboratories, departments, centres or sections, without showing any reason. **"CIPD-KLE Tech"** will not bear any liability which may arise out of such action.
- Guidance of faculty members and assistance of technical staff may be made available on terms and conditions to be negotiated separately.
- The participant shall be liable to pay the repair/replacement cost for any wilful damage or damage due to negligence of any equipment (belonging to or under the care of **"CIPD&KLE Tech"**) caused during the course of its use by any representative of the participant.
- Common shared facilities like meeting rooms/studio must be used as per the guidelines of **"CIPD-KLE Tech"**, only for official purposes. It should not be used for any personal work and the participant should book the meeting room at least one day in advance.
- Furthermore, **"CIPD/KLE Tech"** shall neither be responsible nor liable for any accident that the participant or his/her assignees/ representatives might meet within the course of their work within the premises of KLE Technological University.
- Participant(s) shall pay utility charges to **"CIPD-KLE Tech"** for electricity as levied by authorities for the usage of Air-conditioners/extra equipment's as identified by the college authorities, if installed during course of occupancy. If any of these connections is cut off by authorities, for any default of payment on the part of the participant, the charges for restoring such



services will be borne by the participant.

- Participants are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of **"CIPD-KLE Tech"**. All the participants are required to keep a first aid kit in their modules. Necessary signboards must be installed by participants.
- Participants are required to keep the Institute informed about any visitor/s, especially from abroad, foreign collaboration and/or foreign partner/director, and abide by the rules/procedures in practice in the Institute.
- No participant or its employee can display notices or signage except on the provided notice boards and the space provided for such signage. Prior approval must be taken to put any marketing materials inside the **"CIPD-KLE Tech"** premises or inside KLE Campus.
- Participant should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by **"CIPD-KLE Tech"**.
- Subleasing of any kind of the space given at **"CIPD-KLE Tech"** is not allowed. Non-observance of this rule will result in immediate expulsion.
- Participant should plan on getting their own internet connection facility for their business purposes. The room allotted to incubate (or company) shall be used for business purposes only. Also, only incubate and their employees (also, partners of company) shall be allowed to access the allotted room.
- Participant should not get a duplicate of original room key given to him without the permission of **"CIPD-KLE Tech"** coordinator.
- No routine /unsolicited / unrelated sales/marketing operation will be permitted from the **"CIPD-KLE Tech"** incubator premises by any of the participants.
- **"CIPD-KLE Tech"** shall not accept any responsibility to compensate anyone as a result of any accident or damage (electrical / explosion etc) taking place at the participant's premises or at any place, either resulting from their activities or otherwise. The victims could be the participant or their





employees, other persons working in KLE Technological University premises or any visitors to KLE Technological University. Paying any compensation to those who have suffered arising out of such a contingency shall be the sole responsibility of the participant. Under the above contingency, it is also the responsibility of the participant alone to compensate for any loss caused to the property of KLE Technological University.

b. **Other Services**

“CIPD-KLE Tech” shall, subject to the Participant’s requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.b.1. access to corporate partnering with “CIPD-KLE Tech”
- 2.b.2. access to experts or professionals in technology, business, legal, financial and related matters;
- 2.b.3. workshop/webinar series by industry professionals, business executives or domain experts; or
- 2.b.4. Organise events to help participants network or showcase their technologies, business propositions or products and services.

c. **Mentoring Services**

“CIPD-KLE Tech” shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

d. **Internship Services**

“CIPD-KLE Tech” shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at “CIPD-KLE Tech” on a monthly basis.

e. **Business Support Services**

“CIPD-KLE Tech” may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek assistance of such professional service providers on the basis of a separate commercial arrangement. It is clarified that



**“CIPD-KLE Tech”** shall, (i) in no circumstance, be responsible for any liability, indemnity, damages or other claim that may arise pursuant to the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

### 3. CONSIDERATION

a. In consideration of the services listed in Clause 2 above, as applicable, the Incubatees shall ensure that the payments mentioned below, shall be paid to **“CIPD-KLE Tech”**:

- 3.a.1. The participant shall pay rent on the space occupied as below
- CIPD-MSME Business Incubator – Rs.11 + Rs.4 = Rs.15 per sq.ft/month.
  - As per the initial Occupation around 780 sq ft of space is utilized by the participant which would amount to  $780 \times 15 = 11,700/-$  INR Per month

Plus any applicable taxes rounded to a next whole rupee. The rent is to be paid in advance every quarterly before 10<sup>th</sup> of the month in which it is due. Payments made later than this date shall be charged a penalty of Rs. 100 per day. The payments can be made via NEFT to the Current account **Business Incubator A/c No. 12442010041186** of Canara Bank BVB campus branch, Hubli. IFSC code: CNRB0011244. No cash payments are permitted. Check or DD shall be handed over to Head or Co-ordinator of Business Incubator, at **“CIPD-KLE Tech”** Office.

- 3.a.2. Incubatee Rent will be subject to revisions from time to time upon expiry of the Term, and based on the mutual agreement amongst the Parties;
- 3.a.3. Additional charges as may be applicable, on utilisation of any specialised software or equipment, or any other services or facilities provided by **“CIPD-KLE Tech”**, decided on a case-by-case basis prior to procurement of such software/equipment/ services of facilities; and
- 3.a.4. The participant shall not affect any changes in the form of erecting/altering structures in the premises allotted to them without written approval from **“CIPD-KLE Tech”**.

b. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable



law or to be made under this Agreement other than any property tax payable on the Premises which shall be the responsibility of "CIPD-KLE Tech".

#### 4. INTELLECTUAL PROPERTY RIGHTS

Any research outcome of this agreement shall be governed by the IPR policy of KLE Tech

- a. **Ownership of pre-existing Intellectual Property:** Each party will own and retain all rights to its pre-existing Intellectual Property and any Intellectual Property developed outside of the Scope under this Agreement.
- b. **Independently Developed Intellectual Property.** Any Intellectual Property developed solely by a party under this Agreement without the participation of the other party is and will remain the sole and exclusive property of the developing party.
- c. **Jointly Developed Intellectual Property.** In the event that the parties jointly develop Intellectual Property in connection with performing R&D work, the parties shall engage in good faith negotiations to establish their respective rights. In the event the parties cannot reach an agreement with regard to such jointly developed property, each party will have equal ownership and rights in such intellectual property, without further obligation and without a duty to account to the other party.

#### 5. RELATIONSHIP BETWEEN PARTIES

The relationship between the Participant, [the Promoter] and "CIPD-KLE Tech" established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict "CIPD-KLE Tech" from providing similar services to third parties.

#### 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- a. Each of the Parties hereto represents, warrants and covenants that:
  - 6.a.1. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the





Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and

- 6.a.2. It has taken all necessary actions to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.
- b. The Participant [and the Promoter] hereby jointly and severally represent, warrant and covenant that it/he/she shall adhere to the guidelines set forth by "CIPD-KLE Tech" and notified to the Participant [and the Promoter] from time to time, regarding operational issues of the incubation centre.
- c. The Participant [and the Promoter] acknowledge and agree that "CIPD-KLE Tech" does not guarantee that the Participant's business shall succeed. "CIPD-KLE Tech" makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant [and the Promoter] hereby waives and covenants not to bring any action against "CIPD-KLE Tech" or their employees, agents, contractors, or other representatives for any claim related to such matters.

## 7. INDEMNIFICATION

- a. The Participant [and the Promoter] shall, jointly and severally keep "CIPD-KLE Tech" fully indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as set forth in this Agreement.
- b. "CIPD-KLE Tech" cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period

## 8. COMPLIANCE WITH LAWS

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licences, permits,





authorisations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

## 9. CONFIDENTIALITY

- a. Each Party recognizes and acknowledges that by reason of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.
- b. The obligations contained in **Clause 10** shall not apply to information that is:
- 9.b.1. Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or
- 9.b.2. Already in the public domain; or
- 9.b.3. Required to be disclosed pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or
- 9.b.4. Such information lawfully comes into possession of the recipient Party from a source which is not the other Party.

## 10. TERMINATION





a. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):

10.a.1. For any breach of, or default under this Agreement by the Participant, "**CIPD-KLE Tech**" shall give the Participant written notice of such breach or default. The Participant shall within a period of 90 (Ninety) days ("**Cure Period**") from the date of receipt of such written notice from "**CIPD-KLE Tech**" rectify or cure the breach or default and intimate "**CIPD-KLE Tech**" in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach of default within the Cure Period, this Agreement shall stand terminated, unless the Parties agree otherwise.

10.a.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.

10.a.3. "**CIPD-KLE Tech**" shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with a prior written notice of 90 (Ninety) days.

10.a.4. "**CIPD-KLE Tech**" reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.

b. Any Termination shall not have any effect on the rights accrued prior to such Termination and all payments to be made to "**CIPD-KLE Tech**" shall be made within 90 (Ninety) days from the date of such Termination.

c. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.

d. In case, the participant fails to vacate and deliver possession of the said work space to "**CIPD-KLE Tech**" on the termination of the agreement, the "**CIPD-KLE Tech**" shall be entitled to take possession of the said space by removing all articles of participant found in the said work space in such manner as it may





be deemed fit and the expenses, if any, incurred by the "CIPD-KLE Tech" shall be recoverable in full from the participant.

- e. The participant shall submit audited financial report on quarterly and yearly basis, certified by a Chartered Accountant. Failing which "CIPD-KLE Tech" has a right to enquire with the participant and terminate the contract, if the participant fails to submit the report timely.
- f. The participant shall on a quarterly basis submit list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which "CIPD-KLE Tech" has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- g. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by "CIPD-KLE Tech" This is essential to track the participant progress in the incubation centre. Failing which "CIPD-KLE Tech" has a right to take necessary steps against the participant to terminate the contract.
- h. It is agreed between the Parties that Clauses 5, 8, 9, 10 and 11 shall survive the Termination of this Agreement.

## 11. MISCELLANEOUS

### a. Force Majeure

Any delays in or failure of performance by any Party shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party effected, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

### b. Severability

If any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.

### c. Assignment



The Participant [and/or the Promoter] shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that "CIPD-KLE Tech" shall be entitled to freely transfer this Agreement.

d. **Notices**

Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("**Notices**") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("**Receiving Party**") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgement of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

**To "CIPD-KLE Tech":**

Address: Director-CIPD, Head-Business Incubator, Ground Floor, School of Mechanical Engineering, BVB Campus, Vidyanagar, Hubballi – 580031, District: DHARWAD.

Phone: 0836 – 2378271

E-mail: [cipd@kletech.ac.in](mailto:cipd@kletech.ac.in)

**To the Participant: DOCKETRUN TECH PRIVATE LIMITED**

Address: **DOCKETRUN TECH PRIVATE LIMITED,**

**C/o Sandboxstartup, Next to, Airport, Gokul Road, Opp Gokul Village, HUBLI, Dharwad, Karnataka, India, 580030**

Phone: +919449034387

Fax: N/A

E-mail: [Ajay@docketrun.com](mailto:Ajay@docketrun.com)

To the Promoter: **Mr. Ajay S Kabadi**





## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU"), dated 3<sup>rd</sup> February 2022 by and between:

1. The First Party, IUCEE Foundation, with registered office at 1-5-A-24, Sainikpuri, Kapra, Secunderabad, Telangana 500 094, India (hereinafter referred to as "IUCEE"), represented by Dr. Krishna Vedula, Executive Director
2. The Second Party, KLE Technological University with registered office at Vidyanagar, Hubballi, Karnataka -580031, India (hereinafter referred to as "KLE Tech"), represented by Dr. N.H.Ayachit, Registrar.

In consideration of the mutual covenants set forth in this MOU, the sufficiency of which each of the Parties acknowledges, the Parties hereby agree as follows:

**WHEREAS** IUCEE is a Non-profit organization registered in India providing educational solutions, assistance, materials and certain related services for improving the quality of engineering education.

**WHEREAS** KLE Technological University is a leading private university with the vision of being a national leader in Higher education – recognized globally for an innovative culture, outstanding student experience, research excellence and social impact.

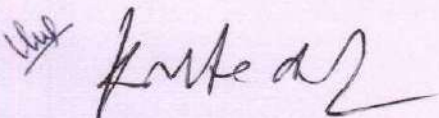
**WHEREAS** IUCEE and the KLE Technological university have a mutual desire to conduct certain activities for individual benefits under this MoU.

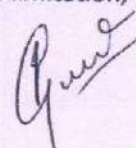
**WHEREAS** the IUCEE and Institution has synergy in terms of educational initiatives and for mutual benefit, they agree to the terms and conditions set forth in this MoU.

**WHEREAS INCONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED THE PARTIES AGREE AS FOLLOWS**

### 1. DEFINITION

- a. "Work Products" includes but not restricted to (i) Data and content related to engineering education that results in end products like e-book (ii) Courses created by IUCEE employees by themselves or jointly with others individuals or entities (iii) Software Programs developed by third party (ies) under IUCEE guidance (iv) IUCEE funded programs & projects (vi) Faculty Development Programs developed by IUCEE or in collaboration with other entities or (vii) Mini courses offered to IUCEE by International Experts.
- b. "Confidential information" means any and all non-public information, including business and technical information, of any form, without limitation, the proprietary







- Annual Leadership Summits in Goa, during which industry facilitators work with IUCEE institutional leaders on strategic planning and quality improvement initiatives.
- New strategic initiatives such as the Mini Symposium on Problem and Project Based Learning and Teaching and Learning.

Discounted registration fees at events organized by International Federation for Engg. Education Societies IFEES and Global Engineering Deans Council GEDC.

**Connections with over 100 global experts who can provide:**

- Short workshops or courses for faculty and/or students when travelling to India.
- Guest presentations at International Conferences.
- Guidance on preparation for Outcomes Based Education
- Guidance on Improving Academic Curriculum in existing programmes or for starting new programmes
- Facilitation of collaborations with US colleges including visits to US universities, MOUs, Centers of Excellence, twinning programs, faculty and student exchanges.

**4. IUCEE MEMBERSHIP FEE**

Annual Consortium Membership fees payable by the Institution to the IUCEE are Rs. 75,000. The annual membership fee includes applicable GST. The fee shall be paid by online payment portal .

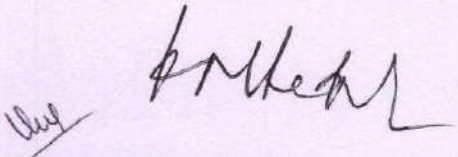
**5. TERM AND TERMINATION**

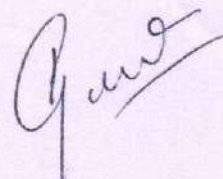
**Term of this MoU is 1 (one) year from the date of execution.** Either party may terminate this MoU by giving a written notice to the other party one (1) months prior to the intended date of termination provided that termination by either of the parties shall not relieve that party of its obligations accrued prior to such termination, under this MoU. Obligations of the parties with respect to Confidential information service termination of this MoU.

The membership fee paid by the Institution is non-refundable and in the instance, MOU is terminated before expiry of the MoU, the membership fee shall not be refunded.

**6. FORCE MAJEURE**

Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU 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, Strikes not confined to the premises of the party, Lockouts beyond the control of the party claiming force majeure, Epidemics, Riots, Civil Commotions etc. provided on the occurrence and cessation of any such event the party affected thereby shall give a 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.







information, techniques, schematics, designs, contracts, financial information, sales and marketing plans, business plans, business affairs, operations, strategies, inventions, methodologies, technologies, employees, subcontractors, pricing, methods of operations, procedures, products and/or services.

## 2. SCOPE OF MOU

The vision of IUCEE is to improve the quality and global relevance of engineering education in India and under this MoU, IUCEE agrees to collaborate with the institution with help of panel of experts and advisors and extend support in terms of student and faculty development trainings in order to assist Institutions in multiple ways to improve quality of education as well as practices and procedures.

## 3. OBLIGATIONS OF IUCEE

IUCEE, under this MOU agrees to provide to the Institution:

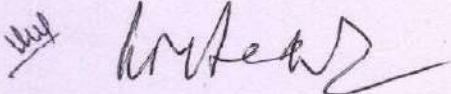
**ALL Administrators, Faculty and Students of Institutional Members Benefit from these.**

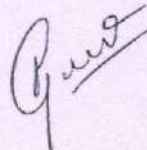
### FREE Access to:

- Strategic Initiatives relevant to NEP 2020, NIRF, NBA, Entrepreneurship, Faculty Internships, Teaching and Learning, Leadership Facilitation and Global Connect for Collaborations
  - Projects, Competitions and Courses for Students
  - Webinars and online workshops by global experts and corporate sponsors on innovations in teaching, learning and research, emerging technologies and use of latest tools.
  - IUCEE Collaboration Groups coordinated by Global Industry Advisory Forum (GIAF) on various topics relevant to employability skills, teaching and learning, outcome-based education, project-based learning, engineering education research and entrepreneurship.
  - Recordings of all webinars conducted since 2010.
  - Mentoring by Member Relationship Coordinator
  - Newsletters and Announcements
- 4 faculty leaders participate for FREE in IIEECP Certification Program, annually
- 60 student leaders participate in MiniCourses by global experts, annually

### 50% or greater discount on fees for

- International Engineering Educator Certification Program (IIEECP), offered in collaboration with International Society for Engg. Education IGIP Austria.
- Membership of EPICS Partnership for Project Based Learning and Design Thinking in partnership with Purdue University.
- Faculty Empowerment Courses such as Research Methods and Clean and Green Campus
- Annual International Conferences on Transformations in Engineering Education (ICTIEE).







7. **WAIVER**

Failure to enforce or exercise, at any time or for any period, any term of this MOU does not constitute, and shall not be construed as, a waiver of such term and shall not affect the right later to enforce such term or any other term herein contained.

8. **SURVIVAL**

Any terms or conditions of this MoU, which by their express terms extend beyond termination or expiration of this MoU or which by their nature will so extend, will survive and continue in full force and effect after any termination or expiration of this MoU.

9. **ENTIRE MOU**

This MoU constitutes the entire understanding between the parties hereto and supersedes all previous communications, representations, understandings, oral or written, between the parties with respect to the subject matter. This MOU shall not be amended or modified unless made in writing and signed by an authorized representative of each party.

10. **GOVERNING LAW**

This MOU shall be construed, interpreted, and enforced pursuant to the laws of India, without regard to any conflict of law's provisions. The prevailing party in any action brought under this MoU shall be entitled to recover its reasonable legal fees and expenses.

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**IN WITNESS WHEREOF**, the Parties hereto have set and subscribed their respect; hands and seal on the day, month and year first herein above mentioned.

**IUCEE Foundation**

Name: KRISHNA VEDUZA

Signature: For IUCEE FOUNDATION

K. Albedy  
DIRECTOR

Place: HYDERABAD

Date: 21 Feb 2022



**KLE Technological University**

Name: Dr. N. H. Ayachit, Registrar

Signature: *[Handwritten Signature]*

Place: Hubballi

Date: 03<sup>rd</sup> February 2022

*[Handwritten mark]*





- b) "Payment" for each type of Data Capture requirement is pre-determined and mutually agreed upon by both the parties, for each of the categories defined in 1. (a). The Payment structure per data for each of the categories is as described under, the same has been mutually discussed and agreed between both the parties. Any changes to the Payment structure shall be discussed, negotiated and agreed between both the parties and updated as part of this Memorandum. Payment will be made by SRI-B based on the defined structure unless otherwise instructed
- c) Payment structure for Data Annotation is revised as described under section "Payment Structure - Data Annotation"
- d) An additional payment up to 10% of the defined Payment structure will be paid by SRI-B to Institute for the data that is sourced from the Lab/Institute Partners (including but not limited to Students, Freelancers, Photographers, Homemakers, etc.) in order to cover the expenses of managing partners.

### Payment Structure - Data Capture

Datatype	Number of Data Items / Dataset (3 Data Collection Complexities)		
	Dataset (Easy)	Dataset (Medium)	Dataset (Difficult)
<b>Images</b> Human-centric, Text, Natural (Average ₹ 9.16 / image)	₹ 5.50 / Image	₹ 8.00 / Image	₹ 14.00 / Image
<b>Videos – Short (10-15 sec)</b> Human-centric, Text, Natural (Average ₹ 15.13 / video)	₹ 9.40 / Video	₹ 14.00 / Video	₹ 22.00 / Video
<b>Videos – Long (3-5 min)</b> B'day, Wedding, Kids, Pets, Sports (Average ₹ 34.00 / Video)	₹ 19.00 / Video	₹ 28.00 / Video	₹ 55.00 / Video

Payment Structure and Complexities are subject to change based on data requirements and discussion between both the parties

### Payment Structure - Data Annotation

- a) The Data Annotation payment structure shall be revised from unit price per data item to Time & Materials (T&M) based pricing model. As part of this revised payment structure, the monthly compensation of Annotators working in the Lab on data annotation of various data requirements shall be paid by SRI-B.
- b) These expenses shall be accounted as part of Lab Operational Expenses as defined in Section 2 of EXHIBIT C. Institute shall send a periodic report (monthly basis) that represents each Annotator's efforts, such as type of annotation performed, weekly/daily KPI achieved (Number of annotations performed for each annotation type) with a mapping to data requirement.
- c) The report shared by the Institute is subject to be reviewed & approved by SRI-B stakeholders with respect to the efforts and KPIs.
- d) Effective this revision, no additional payment shall be paid by SRI-B on the per Unit Annotation.

Datatype	Number of Data Items / Dataset (3 Data Collection Complexities)		
	Dataset (Easy)	Dataset (Medium)	Dataset (Difficult)
<b>Images</b> Human-centric, Text, Natural	<b>T&amp;M based (Annotators compensation to be paid by SRI-B on a monthly basis)</b>		
<b>Videos – Short (10-15 sec)</b> Human-centric, Text, Natural			
<b>Videos – Long (3-5 min)</b> B'day, Wedding, Kids, Pets, Sports			



2. **Clause 2 Lab Operational Cost in Exhibit C is amended as below:**

- a) The Expenses incurred for Operations of the Lab shall be distributed between both the parties. SRI-B shall pay the Institute a Total Annual Expense (Capped Amount excluding Taxes) up to INR 1.35 Crores.
- b) The Expenses include
  - i) Monthly compensation of Annotators (100% by SRI-B)
  - ii) An additional payment of 10% of the Annotators Compensation will be paid by SRI-B to Institute as Institute Fees for managing Annotators. The above said expenses has been factored as part of Capped Annual Expenses defined in Section 2.a
  - iii) Lab Maintenance Expenses (distributed between both the parties) which includes expenses towards Electricity, dedicated power supply, Internet and other Infra related expenses. SRI-B will pay the expenses in the form of Operational expenditure per Man-month (upto INR 3K per person, capped upto 50 members). This is applicable only for the Operations Team as mentioned in 2.(c).
- c) The lab operational expenses are to be earmarked for day-to-day operations mainly for
  - i) Administration & management,
  - ii) Mentorship, consultation,
  - iii) Capacity building,
  - iv) Execution policies of Lab,
  - v) Operations Team – dedicated Team (up to 50 members) for Assignment of worklets & tracking, Quality Control & Annotation,
  - vi) Training (conducting workshops),
  - vii) Periodical Maintenance of Lab Equipment/Reconditioning and
  - viii) Miscellaneous Expenses (ID Cards, Access, Stationary, Printing, etc.).

The institute shall obtain an explicit approval from SRI-B towards any expenditure planned/incurred apart from the categories listed above.
- d) The Lab Operations Team shall be scaled up to 50 members with the below function-wise break up
  - i) Annotation (35 members)
  - ii) Quality (10 members)
  - iii) Functional Leads (4 members)
  - iv) Lab Admin (1 member)
- e) The Operational Cost is subject to change based on requirements and discussion between both the parties.

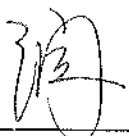
This Amendment is effective from April 01, 2022 and will be valid until the main Memorandum subsists.

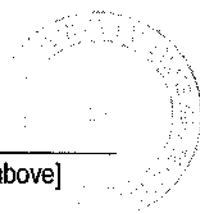
This Amendment amends modifies and supersedes to the extent of any inconsistencies, the provisions of the Memorandum. Except as expressly amended by this Amendment, the Memorandum shall remain in full force and effect.

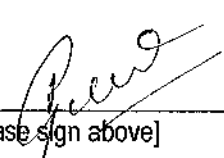
The parties are signing this Amendment on the date stated in the introductory clause.

**SAMSUNG R&D INSTITUTE INDIA-BANGALORE  
PRIVATE LIMITED**

**KLE Technological University**

By:  \_\_\_\_\_  
 [please sign above]



By:  \_\_\_\_\_  
 [please sign above]

Name: Yoon Chang Kim  
 Title: CFO  
 Date: 16 MAY 2022

Name: N. H. Ayachit  
 Title: Registrar  
 Date: \_\_\_\_\_

SRI-Bangalore  
 OK  
  
 LEGAL

REGISTRAR  
 KLE Technological University  
 HUBBALLI-590 031



### **3. PRODUCTS / SERVICES**

SandLogic: Provides commercial-grade solutions using AI, ML, Deep Learning, Computer Vision, NLP, & Edge AI to deliver the AI that powers Enterprises.

KLE Tech.: Infrastructure in terms of space, computing power and software tools and senior professors with R&D and industry experience.

KLE Tech. and SandLogic collaborate on projects brought on by the latter.

### **4. RESPONSIBILITIES OF KLE Tech.**

- 4.1. KLE Tech. will support on certain technical areas with their expertise as per the timelines driven by SandLogic.
- 4.2. Provide access to SandLogic to KLE Tech.'s Professors, Students and Laboratories while implementing various initiatives.
- 4.3. Provide access to test facilities whenever required.
- 4.4. Responsible for day-to-day maintenance and upkeep of all assets of SandLogic installed at KLE Tech.
- 4.5. Support from its skilled staff members in supporting Projects of SandLogic at KLE Tech.
- 4.6. Mutually agreeable detailed plan will be worked by the Program coordinators to plan and commence the activities.
- 4.7. Identify students for projects and faculty for sabbatical in consultation with SandLogic.

### **5. RESPONSIBILITIES OF SandLogic**

- 5.1. SandLogic may make use of the facilities at KLE Tech. to execute various initiatives jointly with KLE Tech.
- 5.2. SandLogic may Depute appropriate SandLogic personnel to Guest lectures, Student interaction, Skills training etc.
- 5.3. Explore opportunities for KLE Tech. students for internship at SandLogic.
- 5.4. SandLogic may work with KLE Tech. to identify possible new courses, curriculum, FDP etc.
- 5.5. SandLogic will provide guidance, reviews, other details to KLE Tech. so that they can execute it smoothly.
- 5.6. SandLogic will bear the expenses related to project specifics - hardware and software - on actual after mutual consent in writing.
- 5.7. On commercialization of the project, SandLogic may sponsor KLE Tech. on more projects as the need arises from SandLogic.

### **6. JOINT RESPONSIBILITIES**

- 6.1. SandLogic and KLE Tech. 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.

## **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 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 that will be executed between the parties separately.

## **10. PROPRIETARY RIGHTS**

### **10.1. Retained Rights**

Each Party owns, and will continue to own all right, title and interest in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, "Retained Rights"). All Retained Rights not expressly transferred or licensed herein are reserved to the respective owner.

### **10.2. Deliverables**

Subject to the terms of this Agreement, the KLE Tech. assigns and shall assign to SandLogic the intellectual property rights in Deliverables created hereunder, The deliverables could be published as papers in academic conferences by KLE Tech with prior consent of SandLogic.

### **10.3. Patents**

Any patents filed during the course of collaboration in connection with the Deliverable's development, where even the KLE Tech's personnel have been sole creators or party to creation, shall be owned by SandLogic.

### **10.4. Competitor Clause**

- 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.

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Any patents filed during the course of collaboration in connection with the Deliverable's development, where even the KLE Tech's personnel have been sole creators or party to creation, shall be owned by SandLogic.

### 10.4. Competitor Clause

The KLE Tech. shall not collaborate without prior consent of SandLogic, on similar topics with any competitor(s) of SandLogic for a period of 1 year after their ceasing to be engaged in collaboration with SandLogic. The current list of competitors can be referred in Appendix 1. This list will be updated periodically.

## 11. TERMINATION

This MoU shall, unless otherwise extended by mutual agreement of the parties, shall terminate upon happening of any of the following events:

- Termination by mutual consent.
- Any party may terminate the contract by giving 30 days' notice to the other party.
- 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.
- In case of termination, the contents of Article No. 10 are obligatory to the full extent.
- 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.

## 12. GOVERNING LAW

This MoU shall be governed by the laws of Republic of India.

## 13. 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 07/05/2022 written in the presence of witnesses.

for SandLogic

For SandLogic Technologies Private Limited

**Kamalakar Devaki**

CEO & Founder

Authorised Signatory / Director  
SandLogic Technologies Pvt. Ltd.

for KLE Tech.

**Prof. N H Ayachit**

Registrar

KLE Technological University

Witnesses:

**Dr. Nalin Iyer**

Head of School, SoECE



**Dr. Sanjay Eligar**

Associate Professor, SoECE



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered on this day 07<sup>th</sup> May 2022 between;

SandLogic Technologies Pvt. Ltd. (hereinafter referred to as SandLogic) having its Registered Office addressed at #113, 2nd floor, 100 Feet Ring Road, 5th Block, 3rd Phase, Banashankari 3rd Stage, Bengaluru - 560085, Karnataka, India.

KLE Technological University, Hubli (hereinafter referred to as KLE Tech.) situated at B. V. Bhoomaraddi Campus Vidyanagar, Hubli - 580031, Karnataka, India, and represented by Prof. N.H. Ayachit, Registrar KLE Technological University on the other hand.

### 1. BACKGROUND

Whereas, SandLogic is a Full-stack Enterprise AI company that provides LCNC platforms to develop Deep Learning applications to run on Edge devices.

Whereas, KLE Tech. is a well-established Engineering institution of repute in India offering Bachelor's and Master's degrees in various Engineering streams to carry out research leading to award of B.E., M.Tech and Ph.D degrees. The institute is equipped with necessary infrastructure to carry out training, research, consulting and other related services.

Hereinafter SandLogic and KLE Tech. are collectively referred to as "PARTIES" and individually as a "PARTY".

### 2. PURPOSE

SandLogic and KLE Tech. wish to associate themselves by entering into this MoU with a view to utilize the infrastructure, computing and senior engineering expertise available at KLE Tech. along with the industry and domain expertise of SandLogic towards benefiting both the organizations to carry out the following:

- Explore Industry Institute interaction through a series of initiatives
- Enhance employability skills of students
- Take SandLogic inputs to enhance KLE Tech.'s academic curriculum to bring it in line with the latest developments in industry
- Use latest academic advances available with KLE Tech. to help SandLogic technology and Processes
- Develop short-term and long-term academic programs jointly with SandLogic
- Develop programs to enhance student industry knowledge through Guest lectures, Seminars, Workshops etc., jointly with SandLogic
- Provide opportunities for SandLogic personnel to engage in teaching/research sabbatical at KLE Tech.
- Provide opportunities for KLE Tech. personnel to engage in consulting and learning opportunities at SandLogic
- Provide opportunities for KLE Tech. students to do internship/projects at SandLogic
- Provide opportunities for SandLogic to conduct research/projects at KLE Tech. by utilizing the intellectual and laboratory infrastructure available at KLE Tech.





सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

**Certificate No.** : IN-KA65482531197792U  
**Certificate Issued Date** : 14-Mar-2022 01:53 PM  
**Account Reference** : NONACC (FI)/ kacrsf108/ HUBLI/ KA-DW  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0865612182312545U  
**Purchased by** : CHEMIOPTICS HEALTHCARE PRIVATE LIMITED  
**Description of Document** : Article 12 Bond  
**Description** : AGREEMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : HEX HUBLI ESDM EXCHANGE  
**Second Party** : CHEMIOPTICS HEALTHCARE PRIVATE LIMITED  
**Stamp Duty Paid By** : CHEMIOPTICS HEALTHCARE PRIVATE LIMITED  
**Stamp Duty Amount(Rs.)** : 100  
 (One Hundred only)

सत्यमेव जयते



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### INCUBATION CENTRE AGREEMENT

THIS INCUBATION CENTRE AGREEMENT ("Agreement") is entered into on this (date) day of (month year) by and between:

1. **Hubli ESDM eXchange (HEX)**, a project funded by Government of Karnataka through KITS and jointly executed by KITS, India Electronics and Semiconductor Association (IESA) and KLE Technological University through KLE – Centre for Technology Innovation & Entrepreneurship (CTIE), (a society incorporated under the

Statutory Alert:





provisions of Karnataka Societies Registration Act, 1960 (Karnataka Act 17 of 1960)) having its registered office at HEX, KLE Tech Park, First Floor, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD (herein referred to as “HEX” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

2. **Chemioptics Healthcare Private Limited**, having its registered office at Shree Mahalasa Nivas, Kaladagioni, Hubli 580020 (hereinafter referred to as “**Participant**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its **successors**-in-interest and permitted assigns); and

Amitkumar Vernekar residing at Shree Mahalasa Nivas, Kaladagi Oni, Hubli 580020 (hereinafter referred to as the “**Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include [his/her] successors, legal representatives and permitted assigns).

HEX and the Participant are hereinafter collectively referred to as “**Parties**” and severally as “**Party**”.

- A. HEX under KLE - CTIE has developed and operates an incubation centre focusing on connecting investors with Indian start-ups and early-stage ventures. KLE – CTIE also provides a range of services that include guidance on building business plans and financial models, screening proposals, carrying out due diligence, providing access to investor members and presentment, deal closure, mentoring, and post investment monitoring.
- B. The parties have established an incubation centre known by the name Hubli ESDM eXchange (HEX) located at Hubballi, India (“**Premises**”) and is running an incubation program for start-ups on the terms contained herein.
- C. Chemioptics Healthcare Private Limited, Shree Mahalasa Nivas, Kaladagioni, Hubli 580020 Involved in designing healthcare devices.
- D. This Agreement has been entered into for the purpose of admitting the Participant, Amitkumar Vernekar, into the incubation program run by HEX and to record the terms and conditions of such admittance.



## IT IS AGREED

### 1. TERM

- 1.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 12 (Twelve) months unless extended for a mutually agreed further period or until terminated in accordance with Clause 10 of this Agreement (“Term”).
- 1.2 The Term may be extended/renewed by HEX at its sole discretion, upon receiving a written request for such extension from the Participant.

### 2. ROLE OF PARTIES

HEX shall provide the services contained in Clause **Error! Reference source not found.**to 2.5 below (“Services”) on the terms contained in this Agreement and as required by the Participant, it being clarified that the Services shall be provided to entities/individuals at different stages. It is hereby confirmed that the Participant shall be deemed to be the [Incubatees] for the purposes of this Agreement, including Clause 3 below.

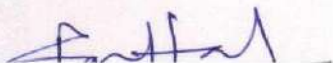
#### 2.1. Common Infrastructure

HEX shall provide a common pool of hard and soft infrastructure to be shared by all participants. These facilities are as follows:

- 2.1.1. Access to Idea to Prototype Lab
- 2.1.2. combined printer, scanner and photocopier;
- 2.1.3. meeting rooms;
- 2.1.4. conference room with projection equipment;
- 2.1.5. round the clock security services;
- 2.1.6. auditorium (based on its availability with prior booking);
- 2.1.7. access to library facilities (of KLE Technological University); and
- 2.1.8. access to laboratory facilities of different department/schools (based on its availability and with prior permission)

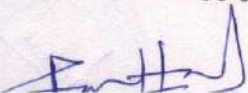
Apart from the above common infrastructure, every startup will get a physical workspace, basic office furniture, lights and fans.

During the currency of the agreement, HEX hereby agrees to allow the participant to use the facilities subject to the condition as mentioned herein under.





- The facilities shall be used by the participant to solely pursue the activities mentioned in the application submitted to HEX at the time of their selection to HEX / or the activities approved subsequently by HEX on request of the participant.
- Notwithstanding the general agreement about using the said facilities as mentioned hereinbefore, the use of MakerSpace / Electronics Enabling Lab (EEL) facilities (on a charge basis where necessary) will require specific permission from the competent authority through HEX for each specific job and such permission may be refused or withdrawn without showing any specific reason and furthermore. HEX will not bear any liability which may arise out of refusal or withdrawal of such permission.
- Notwithstanding any specific permission for using common facilities of KLE Technological University, the HEX authorities may bar any employee of participant to enter its library, laboratories, departments, centres or sections, without showing any reason. HEX will not bear any liability which may arise out of such action.
- Guidance of faculty members and assistance of technical staff may be made available on terms and conditions to be negotiated separately.
- The participant shall be liable to pay the repair/replacement cost for any wilful damage or damage due to negligence of any equipment (belonging to or under the care of HEX) caused during the course of its use by any representative of the participant.
- Common shared facilities like meeting room must be used as per the guidelines of HEX, only for official purposes. It should not be used for any personal work and the participant should book the meeting room at least one day in advance.
- Furthermore, HEX shall neither be responsible nor liable for any accident that the participant or his/her assignees/ representatives might meet within the course of their work within the premises of KLE Technological University.
- Participant(s) shall pay utility charges to HEX for electricity as levied by authorities for the usage of Air-conditioners if installed during course of occupancy. If any of these connections is cut off by authorities, for any default of payment on the part of the participant, the charges for restoring such services will be borne by the participant.





- Participants are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of HEX. All the participants are required to keep a first aid kit in their modules. Necessary signboards must be installed by participants.
- Participants are required to keep the Institute informed about any visitor from abroad, foreign collaboration and/or foreign partner/director, and abide by the rules/procedures in practice in the Institute.
- No participant or its employee can display notices or signage except on the provided notice boards and the space provided for such signage. Prior approval must be taken to put any marketing materials inside the HEX premises or inside KLE Campus.
- Participant should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by HEX.
- Subleasing of any kind of the space given at HEX is not allowed. Non-observance of this rule will result in immediate expulsion.
- Participant should plan on getting their own internet connection facility for their business purposes. The room allotted to incubate (or company) shall be used for business purposes only. Also, only incubate and their employees (also, partners of company) shall be allowed to access the allotted room.
- Participant should not get a duplicate of original room key given to him without the permission of HEX coordinator.
- No routine /unsolicited / unrelated sales/marketing operation will be permitted from the HEX incubator premises by any of the participants.
- HEX shall not accept any responsibility to compensate anyone as a result of any accident or damage (electrical / explosion etc) taking place at the participant's premises or at any place, either resulting from their activities or otherwise. The victims could be the participant or their employees, other persons working in KLE Technological University premises or any visitors to KLE Technological University. Paying any compensation to those who have suffered arising out of such a contingency shall be the sole responsibility of the participant. Under the above contingency, it is also the responsibility of the participant alone to compensate for any loss caused to the property of KLE Technological University.

*[Handwritten signature]*





## 2.2. **Other Services**

HEX shall, subject to the Participant's requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.2.1. access to corporates partnering with HEX as well as KLE – CTIE
- 2.2.2. access to experts or professionals in technology, business, legal, financial and related matters;
- 2.2.3. workshop series by industry professionals, business executives or domain experts; or
- 2.2.4. organise events to help participants network or showcase their technologies, business propositions or products and services.

## 2.3. **Mentoring Services**

HEX & KLE – CTIE shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

## 2.4. **Internship Services**

HEX shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at HEX on a monthly basis.

## 2.5. **Business Support Services**

HEX may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek assistance of such professional service providers on the basis of a separate commercial arrangement. It is clarified that HEX shall, (i) in no circumstance, be responsible for any liability, indemnity, damages or other claim that may arise pursuant to the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

## 3. **CONSIDERATION**





- 3.1. The startup enrolling under the HEX Program will have no rental payment for period of six (6) months from the date of joining the program.
- 3.2. In consideration of the services listed in Clause 2 above, as applicable, the Incubatees shall ensure that the payments mentioned below post completion of their six-month period in the incubation centre, shall be paid to HEX:
- 3.2.1. The participant shall pay rent on the space occupied as below
- Tech park – Rs. 11 + Rs. 4 = Rs. 15 per sq. ft.
- plus any applicable taxes rounded to a next whole rupee. The second component of the rent is towards housekeeping which shall be performed by professional service providers.
- 3.2.2. The rent is to be paid in advance every quarterly before 10<sup>th</sup> of the month in which it is due. Payments made later than this date shall be charged a penalty of Rs. 100 per day. The payments can be made via NEFT. No cash payments are permitted.
- 3.2.3. Incubatee Rent will be subject to revisions from time to time upon expiry of the Term, and based on the mutual agreement amongst the Parties;
- 3.2.4. Additional charges as may be applicable, on utilisation of any specialised software or equipment, or any other services or facilities provided by HEX, decided on a case-by-case basis prior to procurement of such software/equipment/ services of facilities; and
- 3.2.5. The participant shall not affect changes in the form of erecting structures in the premises allotted to them without written approval from HEX.
- 3.3. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement other than any property tax payable on the Premises which shall be the responsibility of HEX.

#### 4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall ensure that neither the Party, nor any of its employees, representatives or staff shall alter, modify, copy or otherwise infringe the intellectual property of the other Parties.

#### 5. RELATIONSHIP BETWEEN PARTIES

The relationship between the Participant, the Promoter and HEX established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the





Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict HEX from providing similar services to third parties.

## 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1. Each of the Parties hereto represents, warrants and covenants that:

6.1.1. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and

6.1.2. It has taken all necessary actions to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.

6.2. The Participant and the Promoter hereby jointly and severally represent, warrant and covenant that it/he/she shall adhere to the guidelines set forth by HEX and notified to the Participant and the Promoter from time to time, regarding operational issues of the incubation centre.

6.3. The Participant and the Promoter acknowledge and agree that HEX does not guarantee that the Participant's business shall succeed. HEX makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant and the Promoter hereby waives and covenants not to bring any action against HEX or their employees, agents, contractors, or other representatives for any claim related to such matters.

## 7. INDEMNIFICATION

7.1. None of the Parties shall be responsible to the other Party for any consequential or indirect losses.

7.2. The Participant and the Promoter shall, jointly and severally keep HEX fully

*[Handwritten signature]*





indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as set forth in this Agreement.

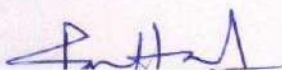
- 7.3. HEX cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period

## 8. COMPLIANCE WITH LAWS

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licences, permits, authorisations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

## 9. CONFIDENTIALITY

- 9.1. Each Party recognizes and acknowledges that by reason of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.
- 9.2. The obligations contained in Clause 10 shall not apply to information that is:
- 9.2.1. Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or
- 9.2.2. Already in the public domain; or

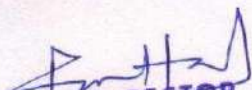




- 9.2.3. Required to be disclosed pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or
- 9.2.4. Such information lawfully comes into possession of the recipient Party from a source which is not the other Party.

## 10. TERMINATION

- 10.1. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):
  - 10.1.1. For any breach of, or default under this Agreement by the Participant, HEX shall give the Participant written notice of such breach or default. The Participant shall within a period of 90 (Ninety) days ("**Cure Period**") from the date of receipt of such written notice from HEX, rectify or cure the breach or default and intimate HEX, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach of default within the Cure Period, this Agreement shall stand terminated, unless the Parties agree otherwise.
  - 10.1.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.
  - 10.1.3. HEX shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with a prior written notice of 90 (Ninety) days.
  - 10.1.4. HEX reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2. Any Termination shall not have any effect on the rights accrued prior to such Termination and all payments to be made to HEX shall be made within 90 (Ninety) days from the date of such Termination.

  
DIRECTOR





- 10.3. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4. In case, the participant fails to vacate and deliver possession of the said work space to HEX on the termination of the agreement, the HEX shall be entitled to take possession of the said space by removing all articles of participant found in the said work space in such manner as it may be deemed fit and the expenses, if any, incurred by the HEX shall be recoverable in full from the participant.
- 10.5. The participant shall submit audited financial report on quarterly and yearly basis, certified by a Chartered Accountant. Failing which HEX has a right to enquire with the participant and terminate the contract, if the participant fails to submit the report timely.
- 10.6. The participant shall on a quarterly basis submit list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which HEX has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.7. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by HEX. This is essential to track the participant progress in the incubation centre. Failing which HEX has a right to take necessary steps against the participant to terminate the contract.
- 10.8. It is agreed between the Parties that Clauses 5, 8, 9, 10 and 11 shall survive the Termination of this Agreement.

## 11. MISCELLANEOUS

### 11.1. Force Majeure

Any delays in or failure of performance by any Party shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party effected, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

  
THE DIRECTOR

  
DIRECTOR  




## 11.2. Severability

If any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.

## 11.3. Assignment

The Participant and/or the Promoter shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that HEX shall be entitled to freely transfer this Agreement.

## 11.4. Notices

Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("**Notices**") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("**Receiving Party**") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgement of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

### To HEX:

Address: Director, HEX, First Floor, KLE Tech Park, KLE Technological University,  
BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD

Phone: 0836 – 2378323/321

E-mail: [hex@iesaonline.org](mailto:hex@iesaonline.org)

  
THE DIRECTOR





To the Participant: Chemioptics Healthcare Private Limited  
Address: Shree Mahalasa Nivas, Kaladagioni, Hubli 580020

Phone: 9902936832

Fax: -

E-mail: chemiopticsinfo@gmail.com

To the Promoter: Amitkumar Vernekar

Address: Shree Mahalasa Nivas, Kaladagioni, Hubli 580020

Phone: 9902936832

Fax: -

E-mail: amitverk@gmail.com

#### 11.5. Entire contract

This Agreement hereto constitutes the entire agreement between the Parties as to the services to be provided hereunder, and shall supersede any and all previous agreements, representations, and warranties, written or oral, regarding such services.

#### 11.6. Amendments

No addition to or modification of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

#### 11.7. Waiver

Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice any Party's rights to take subsequent action. Any waiver by any of the Parties under this Agreement shall be in writing.

  
THE DIRECTOR





#### 11.8. **Governing Law**

This Agreement and these conditions shall be governed by and construed in accordance with the laws of India and subject to Clause 11.9 below, the Courts at Hubballi-Dharwad Karnataka India shall have exclusive jurisdiction on matters arising from this Agreement.

#### 11.9. **Arbitration**

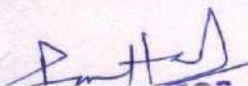
The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between parties. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Agreement shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Hubballi-Dharwad to obtain injunctive or other equitable relief at any time.

#### 11.10. **Specific Performance**

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defence that an adequate remedy at law is available. The non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

#### 11.11. **Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.


**11.12. Costs and Expenses**

Each of the Parties hereto shall bear separately its own expenses, including without limitation, the fees and disbursements of counsel, accountants and other financial advisors, incurred by each Party in connection with the negotiations, execution and delivery of this Agreement and any other matters related hereto.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For **Hubli ESDM eXchange (HEX)**

Signature:

Name:

Designation:

**THE DIRECTOR  
HUBLI ESDM EXCHANGE  
(HEX)**

For **ChemiOptics Healthcare Private Limited**

Signature:

Name: Amit Kumar Vernekar

Designation: Managing Director









having its registered office at HEX, KLE Tech Park, First Floor, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD (herein referred to as “HEX” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

2. **Parishra International Private Limited**, having its registered office at 9, 5th Main, Mahalakshmpurum, Bengaluru - 560086 (hereinafter referred to as “**Participant**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its **successors-in-interest** and permitted assigns); and

Mallikarjun S Modi residing at #700/2, 5th main 9th cross, Mahalakshmpurum, Bengaluru - 560086 (hereinafter referred to as the “**Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include [his/her] successors, legal representatives and permitted assigns).

HEX and the Participant are hereinafter collectively referred to as “**Parties**” and severally as “**Party**”.

- A. HEX under KLE - CTIE has developed and operates an incubation centre focusing on connecting investors with Indian start-ups and early-stage ventures. KLE – CTIE also provides a range of services that include guidance on building business plans and financial models, screening proposals, carrying out due diligence, providing access to investor members and presentment, deal closure, mentoring, and post investment monitoring.
- B. The parties have established an incubation centre known by the name Hubli ESDM eXchange (HEX) located at Hubballi, India (“**Premises**”) and is running an incubation program for start-ups on the terms contained herein.
- C. **P, arishra International Private Limited**, 9, 5th Main, Mahalakshmpurum, Bengaluru - 560086. Area of work: Health Tech.
- D. This Agreement has been entered into for the purpose of admitting the Participant, Mr. Mallikarjun Modi, into the incubation program run by HEX and to record the terms and conditions of such admittance

## IT IS AGREED

### 1. TERM

- 1.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 12 (Twelve) months unless extended for a mutually agreed further period or until terminated in accordance with Clause 10 of this Agreement (“**Term**”).



- 1.2 The Term may be extended/renewed by HEX at its sole discretion, upon receiving a written request for such extension from the Participant.

## 2. ROLE OF PARTIES

HEX shall provide the services contained in Clause 2.1 to 2.5 below (“**Services**”) on the terms contained in this Agreement and as required by the Participant, it being clarified that the Services shall be provided to entities/individuals at different stages. It is hereby confirmed that the Participant shall be deemed to be the [Incubatees] for the purposes of this Agreement, including Clause 3 below.

### 2.1. Common Infrastructure

HEX shall provide a common pool of hard and soft infrastructure to be shared by all participants. These facilities are as follows:

- 2.1.1. Access to Idea to Prototype Lab
- 2.1.2. combined printer, scanner and photocopier;
- 2.1.3. meeting rooms;
- 2.1.4. conference room with projection equipment;
- 2.1.5. round the clock security services;
- 2.1.6. auditorium (based on its availability with prior booking);
- 2.1.7. access to library facilities (of KLE Technological University); and
- 2.1.8. access to laboratory facilities of different department/schools (based on its availability and with prior permission)

Apart from the above common infrastructure, every startup will get a physical workspace, basic office furniture, lights and fans.

During the currency of the agreement, HEX hereby agrees to allow the participant to use the facilities subject to the condition as mentioned herein under.

- The facilities shall be used by the participant to solely pursue the activities mentioned in the application submitted to HEX at the time of their selection to HEX / or the activities approved subsequently by HEX on request of the participant.
- Notwithstanding the general agreement about using the said facilities as mentioned hereinbefore, the use of MakerSpace / Electronics Enabling Lab (EEL) facilities (on a charge basis where necessary) will require specific permission from the competent authority through HEX for each specific job and such permission may be refused or withdrawn without showing any specific reason and furthermore.



HEX will not bear any liability which may arise out of refusal or withdrawal of such permission.

- Notwithstanding any specific permission for using common facilities of KLE Technological University, the HEX authorities may bar any employee of participant to enter its library, laboratories, departments, centres or sections, without showing any reason. HEX will not bear any liability which may arise out of such action.
- Guidance of faculty members and assistance of technical staff may be made available on terms and conditions to be negotiated separately.
- The participant shall be liable to pay the repair/replacement cost for any wilful damage or damage due to negligence of any equipment (belonging to or under the care of HEX) caused during the course of its use by any representative of the participant.
- Common shared facilities like meeting room must be used as per the guidelines of HEX, only for official purposes. It should not be used for any personal work and the participant should book the meeting room at least one day in advance.
- Furthermore, HEX shall neither be responsible nor liable for any accident that the participant or his/her assignees/ representatives might meet within the course of their work within the premises of KLE Technological University.
- Participant(s) shall pay utility charges to HEX for electricity as levied by authorities for the usage of Air-conditioners if installed during course of occupancy. If any of these connections is cut off by authorities, for any default of payment on the part of the participant, the charges for restoring such services will be borne by the participant.
- Participants are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of HEX. All the participants are required to keep a first aid kit in their modules. Necessary signboards must be installed by participants.
- Participants are required to keep the Institute informed about any visitor from abroad, foreign collaboration and/or foreign partner/director, and abide by the rules/procedures in practice in the Institute.
- No participant or its employee can display notices or signage except on the provided notice boards and the space provided for such signage. Prior approval must be taken to put any marketing materials inside the HEX premises or inside KLE Campus.



- Participant should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by HEX.
- Subleasing of any kind of the space given at HEX is not allowed. Non-observance of this rule will result in immediate expulsion.
- Participant should plan on getting their own internet connection facility for their business purposes. The room allotted to incubate (or company) shall be used for business purposes only. Also, only incubate and their employees (also, partners of company) shall be allowed to access the allotted room.
- Participant should not get a duplicate of original room key given to him without the permission of HEX coordinator.
- No routine /unsolicited / unrelated sales/marketing operation will be permitted from the HEX incubator premises by any of the participants.
- HEX shall not accept any responsibility to compensate anyone as a result of any accident or damage (electrical / explosion etc) taking place at the participant's premises or at any place, either resulting from their activities or otherwise. The victims could be the participant or their employees, other persons working in KLE Technological University premises or any visitors to KLE Technological University. Paying any compensation to those who have suffered arising out of such a contingency shall be the sole responsibility of the participant. Under the above contingency, it is also the responsibility of the participant alone to compensate for any loss caused to the property of KLE Technological University.

## 2.2. Other Services

HEX shall, subject to the Participant's requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.2.1. access to corporates partnering with HEX as well as KLE – CTIE
- 2.2.2. access to experts or professionals in technology, business, legal, financial and related matters;
- 2.2.3. workshop series by industry professionals, business executives or domain experts; or
- 2.2.4. organise events to help participants network or showcase their technologies, business propositions or products and services.

### 2.3. **Mentoring Services**

HEX & KLE – CTIE shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

### 2.4. **Internship Services**

HEX shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at HEX on a monthly basis.

### 2.5. **Business Support Services**

HEX may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek assistance of such professional service providers on the basis of a separate commercial arrangement. It is clarified that HEX shall, (i) in no circumstance, be responsible for any liability, indemnity, damages or other claim that may arise pursuant to the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

## 3. **CONSIDERATION**

3.1. The startup enrolling under the HEX Program will have no rental payment for period of six (6) months from the date of joining the program.

3.2. In consideration of the services listed in Clause 2 above, as applicable, the Incubatees shall ensure that the payments mentioned below post completion of their six-month period in the incubation centre, shall be paid to HEX:

3.2.1. The participant shall pay rent on the space occupied as below

- Tech park – Rs. 11 + Rs. 4 = Rs. 15 per sq. ft.

plus any applicable taxes rounded to a next whole rupee. The second component of the rent is towards housekeeping which shall be performed by professional service providers.

3.2.2. The rent is to be paid in advance every quarterly before 10<sup>th</sup> of the month in which it is due. Payments made later than this date shall be charged a penalty of Rs. 100 per day. The payments can be made via NEFT. No cash payments are permitted.

3.2.3. Incubatee Rent will be subject to revisions from time to time upon expiry of the Term, and based on the mutual agreement amongst the Parties;



PARISHRA INTERNATIONAL PVT. LTD.  




- 3.2.4. Additional charges as may be applicable, on utilisation of any specialised software or equipment, or any other services or facilities provided by HEX, decided on a case-by-case basis prior to procurement of such software/equipment/ services of facilities; and
- 3.2.5. The participant shall not affect changes in the form of erecting structures in the premises allotted to them without written approval from HEX.
- 3.3. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement other than any property tax payable on the Premises which shall be the responsibility of HEX.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

Each Party shall ensure that neither the Party, nor any of its employees, representatives or staff shall alter, modify, copy or otherwise infringe the intellectual property of the other Parties.

#### **5. RELATIONSHIP BETWEEN PARTIES**

The relationship between the Participant, Mr. Mallikarjun Modi and HEX established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict HEX from providing similar services to third parties.

#### **6. REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1. Each of the Parties hereto represents, warrants and covenants that:

6.1.1. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and

6.1.2. It has taken all necessary actions to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.

6.2. The Participant and Mr. Mallikarjun Modi hereby jointly and severally represent, warrant and covenant that it/he/she shall adhere to the guidelines set forth by HEX and notified to the Participant and Mr. Mallikarjun Modi from time to time, regarding operational issues of the incubation centre.

**PARISHRA INTERNATIONAL PVT. LTD.**





- 6.3. The Participant and Mr. Mallikarjun Modi acknowledge and agree that HEX does not guarantee that the Participant's business shall succeed. HEX makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant and Mr. Mallikarjun Modi hereby waives and covenants not to bring any action against HEX or their employees, agents, contractors, or other representatives for any claim related to such matters.

## **7. INDEMNIFICATION**

- 7.1. None of the Parties shall be responsible to the other Party for any consequential or indirect losses.
- 7.2. The Participant and Mr. Mallikarjun Modi shall, jointly and severally keep HEX fully indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as set forth in this Agreement.
- 7.3. HEX cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period

## **8. COMPLIANCE WITH LAWS**

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licences, permits, authorisations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

## **9. CONFIDENTIALITY**

- 9.1. Each Party recognizes and acknowledges that by reason of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this Agreement



and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.

9.2. The obligations contained in Clause 10 shall not apply to information that is:

9.2.1. Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or

9.2.2. Already in the public domain; or

9.2.3. Required to be disclosed pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or

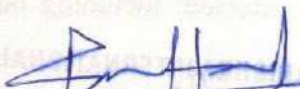
9.2.4. Such information lawfully comes into possession of the recipient Party from a source which is not the other Party.

## 10. TERMINATION

10.1. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):

10.1.1. For any breach of, or default under this Agreement by the Participant, HEX shall give the Participant written notice of such breach or default. The Participant shall within a period of 90 (Ninety) days ("**Cure Period**") from the date of receipt of such written notice from HEX, rectify or cure the breach or default and intimate HEX, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach of default within the Cure Period, this Agreement shall stand terminated, unless the Parties agree otherwise.

10.1.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.





- 10.1.3. HEX shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with a prior written notice of 90 (Ninety) days.
- 10.1.4. HEX reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2. Any Termination shall not have any effect on the rights accrued prior to such Termination and all payments to be made to HEX shall be made within 90 (Ninety) days from the date of such Termination.
- 10.3. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4. In case, the participant fails to vacate and deliver possession of the said work space to HEX on the termination of the agreement, the HEX shall be entitled to take possession of the said space by removing all articles of participant found in the said work space in such manner as it may be deemed fit and the expenses, if any, incurred by the HEX shall be recoverable in full from the participant.
- 10.5. The participant shall submit audited financial report on quarterly and yearly basis, certified by a Chartered Accountant. Failing which HEX has a right to enquire with the participant and terminate the contract, if the participant fails to submit the report timely.
- 10.6. The participant shall on a quarterly basis submit list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which HEX has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.7. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by HEX. This is essential to track the participant progress in the incubation centre. Failing which HEX has a right to take necessary steps against the participant to terminate the contract.
- 10.8. It is agreed between the Parties that Clauses 5, 8, 9, 10 and 11 shall survive the Termination of this Agreement.

## **11. MISCELLANEOUS**

### **11.1. Force Majeure**

Any delays in or failure of performance by any Party shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party effected, including but not



limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

#### 11.2. Severability

If any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.

#### 11.3. Assignment

The Participant and Mr. Mallikarjun Modi shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that HEX shall be entitled to freely transfer this Agreement.

#### 11.4. Notices

Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("**Notices**") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("**Receiving Party**") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgement of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

##### To HEX :

Address: Director, HEX, First Floor, KLE Tech Park, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD

Phone: 0836 – 2378323/321

E-mail: [hex@iesaonline.org](mailto:hex@iesaonline.org)

To the Participant:

Address: #700/2, 5th main 9th cross, Mahalakshmiapuram, Bengaluru - 560086

Phone: +91-8904496496

Fax:

E-mail: [mallikarjun.modi@gmail.com](mailto:mallikarjun.modi@gmail.com)

To the Promoter:

Address: 9, 5th main, mahalakshmiapuram, Bengaluru - 560086

Phone: +91-8904496496

E-mail: [mallikarjun.modi@parishra.com](mailto:mallikarjun.modi@parishra.com)

#### 11.5. Entire contract

This Agreement hereto constitutes the entire agreement between the Parties as to the services to be provided hereunder, and shall supersede any and all previous agreements, representations, and warranties, written or oral, regarding such services.

#### 11.6. Amendments

No addition to or modification of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

#### 11.7. Waiver

Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice any Party's rights to take subsequent action. Any waiver by any of the Parties under this Agreement shall be in writing.

#### 11.8. Governing Law

This Agreement and these conditions shall be governed by and construed in accordance with the laws of India and subject to Clause 11.9 below, the Courts at Hubballi-Dharwad Karnataka India shall have exclusive jurisdiction on matters arising from this Agreement.



#### 11.9. Arbitration

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between parties. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Agreement shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time.

#### 11.10. Specific Performance

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defence that an adequate remedy at law is available. The non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

#### 11.11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

#### 11.12. Costs and Expenses

  
THE DIRECTOR

PARISHRA INTERNATIONAL PVT. LTD.



Each of the Parties hereto shall bear separately its own expenses, including without limitation, the fees and disbursements of counsel, accountants and other financial advisors, incurred by each Party in connection with the negotiations, execution and delivery of this Agreement and any other matters related hereto.

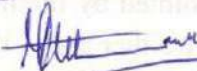
**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For **Hubli ESDM eXchange (HEX)**

  
Name: **Dr. Ravi. C. Gutta**  
Designation: **Director**

For **Parishra**

**PARISHRA INTERNATIONAL PVT. LTD.**

  
Name: **Director MALLIKARJUN. S. MODI**  
Designation: **Managing Director**

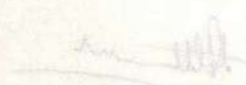
For **Hubli ESDM eXchange (HEX)**

**THE DIRECTOR  
HUBLI ESDM EXCHANGE  
(HEX)**

For **Parishra**

Name:

Name:









सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA14154961576567U  
Certificate Issued Date : 20-Jan-2022 04:04 PM  
Account Reference : NONACC (FI)/ kaksfcl08/ HUBLI7/ KA-DW  
Unique Doc. Reference : SUBIN-KAKAKSFCL0870360663994797U  
Purchased by : NEXTINGO INNOVATIONS PVT LTD  
Description of Document : Article 12 Bond  
Description : INCUBATION AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : HEX HUBLI ESDM EXCHANGE  
Second Party : NEXTINGO INNOVATIONS PVT LTD  
Stamp Duty Paid By : NEXTINGO INNOVATIONS PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)

सत्यमेव जयते

FOR MAHAABHIMATI VIVIDHUDESHI  
DUHARDA SAHAKARI NIYAMITA, HUBLI

*Sandeep*  
AUTHORITY SIGNATURE



Please write or type below this line

## INCUBATION CENTRE AGREEMENT

THIS INCUBATION CENTRE AGREEMENT ("Agreement") is entered into on this (date) day of (month year) by and between:

1. **Hubli ESDM eXchange (HEX)**, a project funded by Government of Karnataka through KITS and jointly executed by KITS, India Electronics and Semiconductor Association (IESA) and KLE Technological University through KLE – Centre for Technology Innovation & Entrepreneurship (CTIE), (a society incorporated under the

*[Signature]*  
THE DIRECTOR

For NEXTINGO INNOVATIONS PVT. LTD.

*[Signature]*



provisions of Karnataka Societies Registration Act, 1960 (Karnataka Act 17 of 1960)) having its registered office at HEX, KLE Tech Park, First Floor, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD (herein referred to as “HEX” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

2. **NEXTINGO INNOVATIONS PVT LTD**, having its registered office at 2922 PLT NEAR KEB QTRS 4<sup>TH</sup> CRS, NAVA AYODHYA NAGAR, HUBLI, Dharwad, Karnataka, India, 580024. (hereinafter referred to as “**Participant**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its **successors-in-interest** and permitted assigns); and

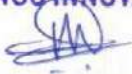
Mohammad Tahir Mirji, residing at, 2922 PLT NEAR KEB QTRS 4TH CRS, NAVA AYODHYA NAGAR, HUBLI, Dharwad, Karnataka, India, 580024. (hereinafter referred to as the “**Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include [his/her] successors, legal representatives and permitted assigns).

HEX and the Participant are hereinafter collectively referred to as “**Parties**” and severally as “**Party**”.

- A. HEX under KLE - CTIE has developed and operates an incubation centre focusing on connecting investors with Indian start-ups and early-stage ventures. KLE – CTIE also provides a range of services that include guidance on building business plans and financial models, screening proposals, carrying out due diligence, providing access to investor members and presentment, deal closure, mentoring, and post investment monitoring.
- B. The parties have established an incubation centre known by the name Hubli ESDM eXchange (HEX) located at Hubballi, India (“**Premises**”) and is running an incubation program for start-ups on the terms contained herein.
- C. [Note: To be inserted only if the Participant is a company or will be incorporated shortly after entering into this Agreement. To capture the name, address and area of work of the participant]
- D. This Agreement has been entered into for the purpose of admitting the Participant, [represented by its Promoter], into the incubation program run by HEX and to record the terms and conditions of such admittance

  
THE DIRECTOR  
HUBLI ESDM EXCHANGE

For NEXTINGO INNOVATIONS PVT. LTD.

  
Authorized Signatory.



## IT IS AGREED

### 1. TERM

- 1.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 12 (Twelve) months unless extended for a mutually agreed further period or until terminated in accordance with Clause 10 of this Agreement ("Term").
- 1.2 The Term may be extended/renewed by HEX at its sole discretion, upon receiving a written request for such extension from the Participant.

### 2. ROLE OF PARTIES

HEX shall provide the services contained in Clause 2.1 to 2.5 below ("Services") on the terms contained in this Agreement and as required by the Participant, it being clarified that the Services shall be provided to entities/individuals at different stages. It is hereby confirmed that the Participant shall be deemed to be the [Incubatees] for the purposes of this Agreement, including Clause 3 below.

#### 2.1. Common Infrastructure

HEX shall provide a common pool of hard and soft infrastructure to be shared by all participants. These facilities are as follows:

- 2.1.1. Access to Idea to Prototype Lab
- 2.1.2. combined printer, scanner and photocopier;
- 2.1.3. meeting rooms;
- 2.1.4. conference room with projection equipment;
- 2.1.5. round the clock security services;
- 2.1.6. auditorium (based on its availability with prior booking);
- 2.1.7. access to library facilities (of KLE Technological University); and
- 2.1.8. access to laboratory facilities of different department/schools (based on its availability and with prior permission)

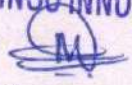
Apart from the above common infrastructure, every startup will get a physical workspace, basic office furniture, lights and fans.

During the currency of the agreement, HEX hereby agrees to allow the participant to use the facilities subject to the condition as mentioned herein under.

- The facilities shall be used by the participant to solely pursue the activities mentioned in the application submitted to HEX at the time of their selection to HEX / or the activities approved subsequently by HEX on request of the participant.



For NEXTINGO INNOVATIONS PVT. LTD.

  
Authorised Signatory



- Notwithstanding the general agreement about using the said facilities as mentioned hereinbefore, the use of MakerSpace / Electronics Enabling Lab (EEL) facilities (on a charge basis where necessary) will require specific permission from the competent authority through HEX for each specific job and such permission may be refused or withdrawn without showing any specific reason and furthermore. HEX will not bear any liability which may arise out of refusal or withdrawal of such permission.
- Notwithstanding any specific permission for using common facilities of KLE Technological University, the HEX authorities may bar any employee of participant to enter its library, laboratories, departments, centres or sections, without showing any reason. HEX will not bear any liability which may arise out of such action.
- Guidance of faculty members and assistance of technical staff may be made available on terms and conditions to be negotiated separately.
- The participant shall be liable to pay the repair/replacement cost for any wilful damage or damage due to negligence of any equipment (belonging to or under the care of HEX) caused during the course of its use by any representative of the participant.
- Common shared facilities like meeting room must be used as per the guidelines of HEX, only for official purposes. It should not be used for any personal work and the participant should book the meeting room at least one day in advance.
- Furthermore, HEX shall neither be responsible nor liable for any accident that the participant or his/her assignees/ representatives might meet within the course of their work within the premises of KLE Technological University.
- Participant(s) shall pay utility charges to HEX for electricity as levied by authorities for the usage of Air-conditioners if installed during course of occupancy. If any of these connections is cut off by authorities, for any default of payment on the part of the participant, the charges for restoring such services will be borne by the participant.
- Participants are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of HEX. All the participants are required to keep a first aid kit in their modules. Necessary signboards must be installed by participants.
- Participants are required to keep the Institute informed about any visitor from abroad, foreign collaboration and/or foreign partner/director, and abide by the



rules/procedures in practice in the Institute.

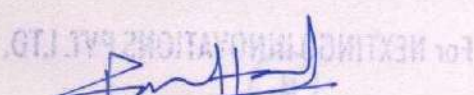
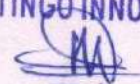
- No participant or its employee can display notices or signage except on the provided notice boards and the space provided for such signage. Prior approval must be taken to put any marketing materials inside the HEX premises or inside KLE Campus.
- Participant should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by HEX.
- Subleasing of any kind of the space given at HEX is not allowed. Non-observance of this rule will result in immediate expulsion.
- Participant should plan on getting their own internet connection facility for their business purposes. The room allotted to incubate (or company) shall be used for business purposes only. Also, only incubate and their employees (also, partners of company) shall be allowed to access the allotted room.
- Participant should not get a duplicate of original room key given to him without the permission of HEX coordinator.
- No routine /unsolicited / unrelated sales/marketing operation will be permitted from the HEX incubator premises by any of the participants.
- HEX shall not accept any responsibility to compensate anyone as a result of any accident or damage (electrical / explosion etc) taking place at the participant's premises or at any place, either resulting from their activities or otherwise. The victims could be the participant or their employees, other persons working in KLE Technological University premises or any visitors to KLE Technological University. Paying any compensation to those who have suffered arising out of such a contingency shall be the sole responsibility of the participant. Under the above contingency, it is also the responsibility of the participant alone to compensate for any loss caused to the property of KLE Technological University.

## 2.2. Other Services

HEX shall, subject to the Participant's requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.2.1. access to corporates partnering with HEX as well as KLE – CTIE
- 2.2.2. access to experts or professionals in technology, business, legal, financial and related matters;

For NEXTINGO INNOVATIONS PVT. LTD.





- 2.2.3. workshop series by industry professionals, business executives or domain experts; or
- 2.2.4. organise events to help participants network or showcase their technologies, business propositions or products and services.

### 2.3. **Mentoring Services**

HEX & KLE – CTIE shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

### 2.4. **Internship Services**

HEX shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at HEX on a monthly basis.

### 2.5. **Business Support Services**

HEX may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek assistance of such professional service providers on the basis of a separate commercial arrangement. It is clarified that HEX shall, (i) in no circumstance, be responsible for any liability, indemnity, damages or other claim that may arise pursuant to the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

## 3. **CONSIDERATION**

- 3.1. The startup enrolling under the HEX Program will have no rental payment for period of six (6) months from the date of joining the program.
- 3.2. In consideration of the services listed in Clause 2 above, as applicable, the Incubatees shall ensure that the payments mentioned below post completion of their six-month period in the incubation centre, shall be paid to HEX:
  - 3.2.1. The participant shall pay rent on the space occupied as below
    - Tech park – Rs. 11 + Rs. 4 = Rs. 15 per sq. ft.plus any applicable taxes rounded to a next whole rupee. The second component of the rent is towards housekeeping which shall be performed by professional service providers.
  - 3.2.2. The rent is to be paid in advance every quarterly before 10<sup>th</sup> of the month in which it is due. Payments made later than this date shall be charged a penalty of Rs. 100 per day. The payments can be made via NEFT. No cash payments are permitted.



- 3.2.3. Incubatee Rent will be subject to revisions from time to time upon expiry of the Term, and based on the mutual agreement amongst the Parties;
- 3.2.4. Additional charges as may be applicable, on utilisation of any specialised software or equipment, or any other services or facilities provided by HEX, decided on a case-by-case basis prior to procurement of such software/equipment/ services of facilities; and
- 3.2.5. The participant shall not affect changes in the form of erecting structures in the premises allotted to them without written approval from HEX.
- 3.3. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement other than any property tax payable on the Premises which shall be the responsibility of HEX.

#### 4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall ensure that neither the Party, nor any of its employees, representatives or staff shall alter, modify, copy or otherwise infringe the intellectual property of the other Parties.

#### 5. RELATIONSHIP BETWEEN PARTIES

The relationship between the Participant, [the Promoter] and HEX established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict HEX from providing similar services to third parties.

#### 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 6.1. Each of the Parties hereto represents, warrants and covenants that:
- 6.1.1. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and
- 6.1.2. It has taken all necessary actions to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.

  
THE DIRECTOR

For NEXTINGO INNOVATIONS PVT. LTD.





- 6.2. The Participant [and the Promoter] hereby jointly and severally represent, warrant and covenant that it/he/she shall adhere to the guidelines set forth by HEX and notified to the Participant [and the Promoter] from time to time, regarding operational issues of the incubation centre.
- 6.3. The Participant [and the Promoter] acknowledge and agree that HEX does not guarantee that the Participant's business shall succeed. HEX makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant [and the Promoter] hereby waives and covenants not to bring any action against HEX or their employees, agents, contractors, or other representatives for any claim related to such matters.

## **7. INDEMNIFICATION**

- 7.1. None of the Parties shall be responsible to the other Party for any consequential or indirect losses.
- 7.2. The Participant [and the Promoter] shall, jointly and severally keep HEX fully indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as set forth in this Agreement.
- 7.3. HEX cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period

## **8. COMPLIANCE WITH LAWS**

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licences, permits, authorisations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

## **9. CONFIDENTIALITY**

- 9.1. Each Party recognizes and acknowledges that by reason of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations

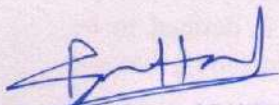


between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.

- 9.2. The obligations contained in Clause 10 shall not apply to information that is:
- 9.2.1. Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or
  - 9.2.2. Already in the public domain; or
  - 9.2.3. Required to be disclosed pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or
  - 9.2.4. Such information lawfully comes into possession of the recipient Party from a source which is not the other Party.

## 10. TERMINATION

- 10.1. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):
- 10.1.1. For any breach of, or default under this Agreement by the Participant, HEX shall give the Participant written notice of such breach or default. The Participant shall within a period of 90 (Ninety) days ("**Cure Period**") from the date of receipt of such written notice from HEX, rectify or cure the breach or default and intimate HEX, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach of default within the Cure Period, this Agreement shall stand terminated, unless the Parties agree otherwise.
  - 10.1.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.

  
THE DIRECTOR

For NEXTINGO INNOVATIONS PVT. LTD.

  
Authorized Signatory



- 10.1.3. HEX shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with a prior written notice of 90 (Ninety) days.
- 10.1.4. HEX reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2. Any Termination shall not have any effect on the rights accrued prior to such Termination and all payments to be made to HEX shall be made within 90 (Ninety) days from the date of such Termination.
- 10.3. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4. In case, the participant fails to vacate and deliver possession of the said work space to HEX on the termination of the agreement, the HEX shall be entitled to take possession of the said space by removing all articles of participant found in the said work space in such manner as it may be deemed fit and the expenses, if any, incurred by the HEX shall be recoverable in full from the participant.
- 10.5. The participant shall submit audited financial report on quarterly and yearly basis, certified by a Chartered Accountant. Failing which HEX has a right to enquire with the participant and terminate the contract, if the participant fails to submit the report timely.
- 10.6. The participant shall on a quarterly basis submit list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which HEX has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.7. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by HEX. This is essential to track the participant progress in the incubation centre. Failing which HEX has a right to take necessary steps against the participant to terminate the contract.
- 10.8. It is agreed between the Parties that Clauses 5, 8, 9, 10 and 11 shall survive the Termination of this Agreement.

## 11. MISCELLANEOUS

### 11.1. Force Majeure

Any delays in or failure of performance by any Party shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party effected, including but not



limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

#### 11.2. Severability

If any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.

#### 11.3. Assignment

The Participant [and/or the Promoter] shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that HEX shall be entitled to freely transfer this Agreement.

#### 11.4. Notices

Except as may be otherwise provided herein, all notices, requests, waivers and other communications ("Notices") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("Receiving Party") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgement of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

To HEX :


Address: Director, HEX, First Floor, KLE Tech Park, KLE Technological University,  
BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD

Phone: 0836 – 2378323/321

E-mail: [hex@iesaonline.org](mailto:hex@iesaonline.org)

  
THE DIRECTOR

For NEXTINGO INNOVATIONS PVT. LTD.

  
Authorized Signatory.



To the Participant:

Address: 2922 PLT NEAR KEB QTRS 4TH CRS, NAVA AYODHYA NAGAR,  
HUBLI, Dharwad, Karnataka, India, 580024.

Phone: +91 7795368246

Fax:

E-mail: nextingoindia@gmail.com

To the Promoter:

Address: 2922 PLT NEAR KEB QTRS 4TH CRS, NAVA AYODHYA NAGAR,  
HUBLI, Dharwad, Karnataka, India, 580024.

Phone: +91 7795368246

Fax:

E-mail: nextingoindia@gmail.com

#### 11.5. Entire contract

This Agreement hereto constitutes the entire agreement between the Parties as to the services to be provided hereunder, and shall supersede any and all previous agreements, representations, and warranties, written or oral, regarding such services.

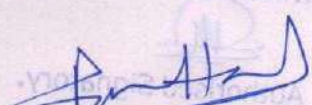
#### 11.6. Amendments

No addition to or modification of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

#### 11.7. Waiver

Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice any Party's rights to take subsequent action. Any waiver by any of the Parties under this Agreement shall be in writing.

For NEXTINGO INNOVATIONS PVT. LTD.





#### 11.8. Governing Law

This Agreement and these conditions shall be governed by and construed in accordance with the laws of India and subject to Clause 11.9 below, the Courts at Hubballi-Dharwad Karnataka India shall have exclusive jurisdiction on matters arising from this Agreement.

#### 11.9. Arbitration

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between parties. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Agreement shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time.

#### 11.10. Specific Performance

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defence that an adequate remedy at law is available. The non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

#### 11.11. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

  
THE DIRECTOR  
HUBLI ESDM EXCHANGE  
(HEX)

For NEXTINGO INNOVATIONS PVT. LTD.

  
Authorized Signatory,



11.12. Costs and Expenses

Each of the Parties hereto shall bear separately its own expenses, including without limitation, the fees and disbursements of counsel, accountants and other financial advisors, incurred by each Party in connection with the negotiations, execution and delivery of this Agreement and any other matters related hereto.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For Hubli ESDM eXchange (HEX)



Name: Dr. Ravi. Guttal

Designation: Director

For NEXTINGO INNOVATIONS  
PVT LTD

Name: Mohammad Tahir Mirji

Designation: DIRECTOR

For Hubli ESDM eXchange (HEX)

THE DIRECTOR  
HUBLI ESDM EXCHANGE  
(HEX)

Name:

For NEXTINGO INNOVATIONS  
PVT LTD

For NEXTINGO INNOVATIONS PVT. LTD.

Authorized Signatory.

Name: Mohammad Tahir Mirji

For NEXTINGO INNOVATIONS PVT. LTD.



Authorized Signatory.

For NEXTINGO INNOVATIONS PVT. LTD.

Authorized Signatory.

THE DIRECTOR  
HUBLI ESDM EXCHANGE







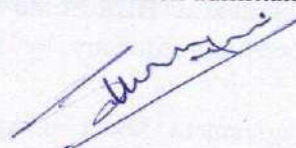
Technology Innovation & Entrepreneurship (CTIE), (a society incorporated under the provisions of Karnataka Societies Registration Act, 1960 (Karnataka Act 17 of 1960)) having its registered office at HEX, KLE Tech Park, First Floor, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD (herein referred to as “HEX” which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

2. **Anucharith Innovations Pvt. Ltd.**, having its registered office at # 40 2<sup>nd</sup> Floor Sadashiva colony Kusugal Road Hubballi-20 (hereinafter referred to as “**Participant**”, which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its **successors**-in-interest and permitted assigns); and

Babu Ravi Chandra Shekar. Goda residing at (address of the promoter) (hereinafter referred to as the “**Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, legal representatives and permitted assigns).

HEX and the Participant are hereinafter collectively referred to as “**Parties**” and severally as “**Party**”.

- A. HEX under KLE - CTIE has developed and operates an incubation center focusing on connecting investors with Indian start-ups and early-stage ventures. KLE – CTIE also provides a range of services that include guidance on building business plans and financial models, screening proposals, carrying out due diligence, providing access to investor members and presentment, deal closure, mentoring, and post-investment monitoring.
- B. The parties have established an incubation centre known by the name Hubli ESDM eXchange (HEX) located at Hubballi, India (“**Premises**”) and is running an incubation program for start-ups on the terms contained herein.
- C. Babu Ravi CSG **Anucharith Innovations Pvt. Ltd.**, having its registered office at # 40 2<sup>nd</sup> Floor Sadashiva colony Kusugal Road Hubballi-20
- D. This Agreement has been entered into for the purpose of admitting the Participant, [represented by its Promoter], into the incubation program run by HEX and to record the terms and conditions of such admittance



for Anucharith innovations Pvt. Ltd.



DIRECTOR



## IT IS AGREED

### 1. TERM

- 1.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 11 (Eleven) months unless extended for a mutually agreed further period or until terminated in accordance with Clause 10 of this Agreement (“Term”).
- 1.2 The Term may be extended/renewed by HEX at its sole discretion, upon receiving a written request for a such extension from the Participant.

### 2. ROLE OF PARTIES

HEX shall provide the services contained in Clause **Error! Reference source not found.** to 2.5 below (“Services”) on the terms contained in this Agreement and as required by the Participant, it being clarified that the Services shall be provided to entities/individuals at different stages. It is hereby confirmed that the Participant shall be deemed to be the [Incubatees] for the purposes of this Agreement, including Clause 3 below.

#### 2.1. Common Infrastructure

HEX shall provide a common pool of hard and soft infrastructure to be shared by all participants. These facilities are as follows:

- 2.1.1. Access to Idea to Prototype Lab
- 2.1.2. meeting rooms;
- 2.1.3. conference room with projection equipment;
- 2.1.4. round-the-clock security services;
- 2.1.5. auditorium (based on its availability with prior booking);
- 2.1.6. access to library facilities (of KLE Technological University); and
- 2.1.7. access to laboratory facilities of different departments/schools (based on their availability and with prior permission)

Apart from the above common infrastructure, every startup will get a physical workspace, basic office furniture, lights, and fans.

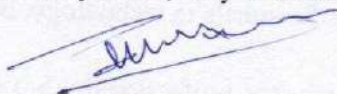
During the currency of the agreement, HEX hereby agrees to allow the participant to use the facilities subject to the condition as mentioned herein under.

- The facilities shall be used by the participant to solely pursue the activities mentioned in the application submitted to HEX at the time of their selection to HEX / or the activities approved subsequently by HEX on request of the participant.
- Notwithstanding the general agreement about using the said facilities as mentioned hereinbefore, the use of Maker Space / Electronics Enabling Lab (EEL) facilities (on a charge basis where necessary) will require specific permission from the competent authority through HEX for each specific job and such permission may be refused or withdrawn without showing any specific reason and



furthermore. HEX will not bear any liability which may arise out of refusal or withdrawal of such permission.

- Notwithstanding any specific permission for using common facilities of KLE Technological University, the HEX authorities may bar any employee of participant to enter its library, laboratories, departments, centres or sections, without showing any reason. HEX will not bear any liability which may arise out of such action.
- Guidance of faculty members and assistance of technical staff may be made available on terms and conditions to be negotiated separately.
- The participant shall be liable to pay the repair/replacement cost for any wilful damage or damage due to negligence of any equipment (belonging to or under the care of HEX) caused during the course of its use by any representative of the participant.
- Common shared facilities like meeting room must be used as per the guidelines of HEX, only for official purposes. It should not be used for any personal work and the participant should book the meeting room at least one day in advance.
- Furthermore, HEX shall neither be responsible nor liable for any accident that the participant or his/her assignees/ representatives might meet within the course of their work within the premises of KLE Technological University.
- Participant(s) shall pay utility charges to HEX for electricity as levied by authorities for the usage of Air-conditioners, fans, lights, computers, laptops, printers, etc during occupancy. If any of these connections are cut off by authorities, for any default of payment on the part of the participant, the charges for restoring such services will be borne by the participant
- Participants are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of HEX. All the participants are required to keep a first aid kit in their modules. Necessary signboards must be installed by participants.
- Participants are required to keep the Institute informed about any visitor from abroad, foreign collaboration and/or foreign partner/director, and abide by the rules/procedures in practice in the Institute.
- No participant or its employee can display notices or signage except on the provided notice boards and the space provided for such signage. Prior approval must be taken to put any marketing materials inside the HEX premises or inside KLE Campus.
- Participants should observe that noise levels are kept at a minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by HEX.
- Subleasing of any kind of space given at HEX is not allowed. Non-observance of this rule will result in immediate expulsion.
- Participants should plan on getting their own internet connection facility for their business purposes. The room allotted to incubate (or company) shall be used for business purposes only. Also, only incubate and their employees (also, partners of



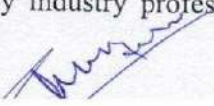


the company) shall be allowed to access the allotted room.

- Participant should not get a duplicate of the original room key given to him without the permission of the HEX coordinator.
- No routine /unsolicited/unrelated sales/marketing operation will be permitted from the HEX incubator premises by any of the participants.
- The participant is not permitted to use any illegal drugs including alcohol or tobacco (chewing and smoking) products at any time, including non-working hours (24/7) in any building/premises of the HEX. In addition, the participant's employees, visitors, contractors, or other persons performing services for the participant also are prohibited from using illegal drugs including alcohol, or tobacco products at any time in any building/premises of the HEX. Participants may use Alcohol or Tobacco products for research activities in HEX buildings with the permission of the concerned authority of the HEX.
- Participants agree to highlight the HEX Brand (Word and Logo) in their startup's success stories, in Bold Letters, in all publications /media releases/ social media as well as in the opening paragraphs of their Annual Reports during and after completion of the Incubation period for 2 years.
- The participant shall treat the premises with the utmost care, and not do anything unprofessional, illegal or immoral that may disrupt the working culture, reduce or adversely affect the productivity of the said office or otherwise bring HEX to disrepute in any manner
- The participant shall not do anything unpleasant obscene, illegal, or immoral that may disrupt the decorum or working culture of the HEX to disrepute in any manner.
- The participant shall maintain a register of the visitors and submit a copy of the same to the HEX on a monthly basis.
- HEX shall not accept any responsibility to compensate anyone as a result of any accident or damage (electrical / explosion etc) taking place at the participant's premises or at any place, either resulting from their activities or otherwise. The victims could be the participant or their employees, other persons working on KLE Technological University premises, or any visitors to KLE Technological University. Paying any compensation to those who have suffered arising out of such a contingency shall be the sole responsibility of the participant. Under the above contingency, it is also the responsibility of the participant alone to compensate for any loss caused to the property of KLE Technological University.

## 2.2. Other Services

HEX shall, subject to the Participant's requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.2.1. access to corporates partnering with HEX as well as KLE – CTIE
  - 2.2.2. access to experts or professionals in technology, business, legal, financial and related matters;
  - 2.2.3. workshop series by industry professionals, business executives or domain experts; or
- 



2.2.4. organise events to help participants network or showcase their technologies, business propositions or products and services.

2.3. **Mentoring Services**

HEX & KLE – CTIE shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

2.4. **Internship Services**

HEX shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at HEX on a monthly basis.

2.5. **Business Support Services**

HEX may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek assistance of such professional service providers on the basis of a separate commercial arrangement. It is clarified that HEX shall, (i) in no circumstance, be responsible for any liability, indemnity, damages or other claim that may arise pursuant to the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

3. **CONSIDERATION**

3.1. The startup enrolling under the HEX Program will have no rental payment for a period of six (6) months from the date of joining the program.

3.2. In consideration of the services listed in Clause 2 above, as applicable, the Incubatees shall ensure that the payments mentioned below post completion of their six-month period in the incubation center, shall be paid to HEX:

3.2.1. The participant will pay to the HEX an interest-free refundable security deposit of Rs ~~7500.00~~ <sup>7500.00</sup>/- at the time of signing the Incubation Agreement.

The said amount of the Security deposit shall be refunded by the HEX to the participant at the time of handing over possession of the premise by the participant upon expiry or sooner termination of this Incubation after adjusting any dues (if any) or cost towards damages caused by the negligence of the participant.

3.2.2. The participant shall pay rent on the space occupied as below:

Rs 20/- per sq ft, PM (plus applicable taxes)

The allotted space is ~~121~~ <sup>121</sup>-sq. ft (approximate)

3.2.3. The rent is to be paid in advance every quarterly before 10<sup>th</sup> of the month in which it is due. Payments made later than this date shall be charged a penalty of Rs. 100 per day. The payments can be made via NEFT. No cash payments are permitted.



- 3.2.4. Incubatee Rent will be subject to revisions from time to time upon expiry of the Term, and based on the mutual agreement amongst the Parties;
- 3.2.5. Additional charges as may be applicable, on utilisation of any specialised software or equipment, or any other services or facilities provided by HEX, decided on a case-by-case basis prior to procurement of such software/equipment/ services of facilities; and
- 3.2.6. The participant shall not affect changes in the form of erecting structures in the premises allotted to them without written approval from HEX.
- 3.3. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement other than any property tax payable on the Premises which shall be the responsibility of HEX.

**4. INTELLECTUAL PROPERTY RIGHTS**

Each Party shall ensure that neither the Party, nor any of its employees, representatives or staff shall alter, modify, copy or otherwise infringe the intellectual property of the other Parties.

**5. RELATIONSHIP BETWEEN PARTIES**

The relationship between the Participant, [the Promoter] and HEX established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict HEX from providing similar services to third parties.

**6. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

- 6.1.1. Each of the Parties hereto represents, warrants, and covenants that:
- 6.1.2. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and
- 6.1.3. It has taken all necessary actions to authorize the execution and delivery by it of this Agreement and the transactions contemplated hereby.
- 6.2. The Participant[and the Promoter] hereby jointly and severally represent, warrant, and covenant that it/he/she shall adhere to the guidelines set forth by HEX and notified to the Participant[and the Promoter] from time to time, regarding operational issues of the incubation center.



- 6.3. The Participant [and the Promoter] acknowledge and agree that HEX does not guarantee that the Participant's business shall succeed. HEX makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant [and the Promoter] hereby waives and covenants not to bring any action against HEX or their employees, agents, contractors, or other representatives for any claim related to such matters.

## 7. INDEMNIFICATION

- 7.1. None of the Parties shall be responsible to the other Party for any consequential or indirect losses.
- 7.2. The Participant [and the Promoter] shall, jointly and severally keep HEX fully indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as set forth in this Agreement.
- 7.3. HEX cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period
- 7.4. Participant hereby agrees to indemnify, defend, and hold the HEX harmless from any claims, demands, costs, liabilities, losses, expenses, and damages (including reasonable attorneys' fees and costs) arising out of the activities under this Agreement.

## 8. COMPLIANCE WITH LAWS

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licences, permits, authorisations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

## 9. CONFIDENTIALITY

- 9.1. Each Party recognizes and acknowledges that by reason of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this



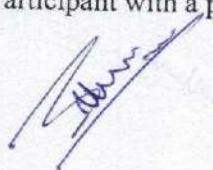


Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.

- 9.2. The obligations contained in Clause 10 shall not apply to information that is:
- 9.2.1. Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or
  - 9.2.2. Already in the public domain; or
  - 9.2.3. Required to be disclosed pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or
  - 9.2.4. Such information lawfully comes into possession of the recipient Party from a source which is not the other Party.

## 10. TERMINATION


- 10.1. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):
- 10.1.1. For any breach of, or default under this Agreement by the Participant, HEX shall give the Participant written notice of such breach or default. The Participant shall within a period of 90 (Ninety) days ("**Cure Period**") from the date of receipt of such written notice from HEX, rectify or cure the breach or default and intimate HEX, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach of default within the Cure Period, this Agreement shall stand terminated, unless the Parties agree otherwise.
  - 10.1.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.
  - 10.1.3. HEX shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with a prior written notice of 90 (Ninety) days.





- 10.1.4. HEX reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2. Any Termination shall not have any effect on the rights accrued prior to such Termination and all payments to be made to HEX shall be made within 90 (Ninety) days from the date of such Termination.
- 10.3. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4. In case, the participant fails to vacate and deliver possession of the said work space to HEX on the termination of the agreement, the HEX shall be entitled to take possession of the said space by removing all articles of participant found in the said work space in such manner as it may be deemed fit and the expenses, if any, incurred by the HEX shall be recoverable in full from the participant.
- 10.5. The participant must utilize the office space which is allotted to him for a minimum of 22 days every month during the Incubation period. If the participant fails to do so, the HEX reserves the right to vacate his/her space and shift all the materials/articles related to the participant to the Incubation storeroom by giving a 7 days notice. Notice shall be sent to the email id of the participant which is mentioned by the participant in the Incubation Agreement. HEX will video record the process of shifting materials/articles and HEX is not responsible for any loss that occurred to the participant.
- 10.6. The participant shall submit an audited financial report on a quarterly and yearly basis, certified by a Chartered Accountant. Failing which HEX has a right to enquire with the participant and terminate the contract, so the participant fails to submit the report timely.
- 10.7. The participant shall on a quarterly basis submit a list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which HEX has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.8. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by HEX. This is essential to track the participant's progress in the incubation center. Failing which HEX has a right to take necessary steps against the participant to terminate the contract.

11. MISCELLANEOUS



for Anucharith Innovations Pvt. Ltd.  




**11.1. Force Majeure**

Any delays in or failure of performance by any Party shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party effected, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

**11.2. Severability**

If any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.

**11.3. Assignment**

The Participant [and/or the Promoter] shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that HEX shall be entitled to freely transfer this Agreement.

**11.4. Notices**

Except as may be otherwise provided herein, all notices, requests, waivers, and other communications ("Notices") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("Receiving Party") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of a transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgment of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

**To HEX :**

Address: Director, HEX, First Floor, KLE Tech Park, KLE Technological University, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD

Phone: 0836 – 2378323/321

E-mail: [hex@iesaonline.org](mailto:hex@iesaonline.org)

To the Participant:

Address: **Anucharith Innovations Pvt. Ltd.**, having its registered office at # 40 2<sup>nd</sup>

Floor Sadashiva colony Kusugal Road Hubballi-20

**for Anucharith Innovations Pvt. Ltd.**



Phone: 9845956007

E-mail: ravi\_bangalore@yahoo.com

To the Promoter:

Address: at # 40 Sadashiva colony Kusugal Road Hubballi-20

Phone: 9845956007

E-mail: : ravi\_bangalore@yahoo.com

**11.5. Entire contract**

This Agreement hereto constitutes the entire agreement between the Parties as to the services to be provided hereunder and shall supersede any and all previous agreements, representations, and warranties written or oral, regarding such services.

**11.6. Amendments**

No addition to or modification of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

**11.7. Waiver**

Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice any Party's rights to take subsequent action. Any waiver by any of the Parties under this Agreement shall be in writing.

**11.8. Governing Law**

This Agreement and these conditions shall be governed by and construed in accordance with the laws of India and subject to Clause 11.9 below, the Courts at Hubballi, India shall have exclusive jurisdiction on matters arising from this Agreement.

**11.9. Arbitration**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Agreement shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, in



for Anucharith Innovations Pvt. Ltd.





accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to the courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time.

**11.10. Specific Performance**

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defence that an adequate remedy at law is available. The non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

**11.11. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

**11.12. Costs and Expenses**

Each of the Parties hereto shall bear separately its own expenses, including without limitation, the fees and disbursements of counsel, accountants and other financial advisors, incurred by each Party in connection with the negotiations, execution and delivery of this Agreement and any other matters related hereto.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For Hubli ESDM eXchange (HEX)

Name:

Designation:

For Hubli ESDM eXchange (HEX)

For (Name of Startup)

Anucharith Innovations Pvt. Ltd

Name: Babu Ravi C. S. G.

Designation: Director

For

for Anucharith Innovations Pvt. Ltd



Name:

Name:







Memorial Complex, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD (herein referred to as “KLE – CTIE” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns);

2. **Farmercoin Smart Robotic Solutions (OPC) Pvt. Ltd**, having its registered office at Hno 137, Ews Manjunath Nagar,, Hubli, Dharwad, Karnataka, India, 580021 (hereinafter referred to as “**Participant**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its **successors-in-interest** and permitted assigns); and

Shridhar T Doddamani residing at HNo 106, Sahadevnagar, Hubli-580024 (hereinafter referred to as the “**Promoter**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include [his/her] successors, legal representatives and permitted assigns).

KLE – CTIE and the Participant are hereinafter collectively referred to as “**Parties**” and severally as “**Party**”.

- A. KLE - CTIE has developed and operates an incubation centre focusing on connecting investors with Indian start-ups and early-stage ventures. KLE – CTIE also provides a range of services that include guidance on building business plans and financial models, screening proposals, carrying out due diligence, providing access to investor members and presentment, deal closure, mentoring, and post investment monitoring.
- B. KLE - CTIE has established an incubation centre known by the name Centre for Technology Innovation & Entrepreneurship (CTIE) located at Hubballi, India (“**Premises**”) and is running an incubation program for start-ups on the terms contained herein.
- C. Farmercoin Smart Robotic Solution (OPC) Pvt. Ltd officially registered at Hno 137, Ews Manjunath Nagar, Hubli, Dharwad, Karnataka, India, 580021. And carries on the business of Blockchain based software development, software as a service, IoT enabled services, artificial intelligence, web applications and technologies, IT consulting and advisory services.
- D. This Agreement has been entered into for the purpose of admitting the Participant, [represented by its Promoter], into the incubation program run by KLE – CTIE and to record the terms and conditions of such admittance

## IT IS AGREED

### 1. TERM

- 1.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 11 (Eleven) months unless extended for a mutually agreed further period or until terminated in accordance with Clause 10 of this Agreement (“**Term**”).
- 1.2 The Term may be extended/renewed by KLE – CTIE at its sole discretion, upon receiving a written request for such extension from the Participant.





## 2. **ROLE OF PARTIES**

KLE - CTIE shall provide the services contained in Clause 2.1 to 2.5 below ("Services") on the terms contained in this Agreement and as required by the Participant, it being clarified that the Services shall be provided to entities/individuals at different stages. It is hereby confirmed that the Participant shall be deemed to be the [Incubatees] for the purposes of this Agreement, including Clause 3 below.

### 2.1. **Common Infrastructure**

KLE - CTIE shall provide a common pool of hard and soft infrastructure to be shared by all participants on availability. These facilities are as follows:

- 2.1.1. combined printer, scanner, and photocopier.
- 2.1.2. meeting rooms.
- 2.1.3. conference room with projection equipment.
- 2.1.4. round the clock security services.
- 2.1.5. auditorium (based on its availability with prior booking);
- 2.1.6. access to library facilities (of KLE Technological University); and
- 2.1.7. access to laboratory facilities of different department/schools (based on its availability and with prior permission)

Apart from the above common infrastructure, every startup will get a physical workspace, basic office furniture, lights and fans.

During the currency of the agreement, KLE-CTIE hereby agrees to allow the participant to use the facilities subject to the condition as mentioned herein under.

- The facilities shall be used by the participant to solely pursue the activities mentioned in the application submitted to KLE-CTIE at the time of their selection to KLE-CTIE / or the activities approved subsequently by KLE-CTIE on request of the participant.
- Notwithstanding the general agreement about using the said facilities as mentioned hereinbefore, the use of Makerspaces/Electronics Enabling Lab (EEL) facilities (on a charge basis where necessary) will require specific permission from the competent authority through KLE-CTIE for each specific job and such permission may be refused or withdrawn without showing any specific reason and furthermore. KLE-CTIE will not bear any liability which may arise out of refusal or withdrawal of such permission.
- Notwithstanding any specific permission for using common facilities of KLE Technological University, the KLE-CTIE authorities may bar any employee of participant to enter its library, laboratories, departments, centres, or sections, without showing any reason. KLE-CTIE will not bear any liability which may arise out of such action.
- Guidance of faculty members and assistance of technical staff may be made available on terms and conditions to be negotiated separately.
- The participant shall be liable to pay the repair/replacement cost for any wilful damage or damage due to negligence of any equipment (belonging to or under the

*Incubatees*



care of KLE-CTIE) caused during the course of its use by any representative of the participant.

- Common shared facilities like meeting room must be used as per the guidelines of KLE-CTIE, only for official purposes. It should not be used for any personal work and the participant should book the meeting room at least one day in advance.
- Furthermore, KLE-CTIE shall neither be responsible nor liable for any accident that the participant or his/her assignees/ representatives might meet within the course of their work within the premises of KLE Technological University.
- Participant(s) shall pay utility charges to KLE-CTIE for electricity as levied by authorities for the usage of Air-conditioners if installed during course of occupancy. If any of these connections is cut off by authorities, for any default of payment on the part of the participant, the charges for restoring such services will be borne by the participant.
- Participants are required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of KLE-CTIE. All the participants are required to keep a first aid kit in their modules. Necessary signboards must be installed by participants.
- Participants are required to keep the Institute informed about any visitor from abroad, foreign collaboration and/or foreign partner/director, and abide by the rules/procedures in practice in the Institute.
- No participant or its employee can display notices or signage except on the provided notice boards and the space provided for such signage. Prior approval must be taken to put any marketing materials inside the KLE-CTIE premises or inside KLE Campus.
- Participant should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by KLE-CTIE.
- Subleasing of any kind of the space given at KLE-CTIE is not allowed. Non-observance of this rule will result in immediate expulsion.
- Participant should plan on getting their own internet connection facility for their business purposes. The room allotted to incubate (or company) shall be used for business purposes only. Also, only incubate and their employees (also, partners of company) shall be allowed to access the allotted room.
- Participant should not get a duplicate of original room key given to him without the permission of KLE-CTIE coordinator.
- No routine /unsolicited / unrelated sales/marketing operation will be permitted from the KLE-CTIE incubator premises by any of the participants.
- KLE-CTIE shall not accept any responsibility to compensate anyone as a result of any accident or damage (electrical / explosion etc) taking place at the participant's premises or at any place, either resulting from their activities or otherwise. The victims could be the participant or their employees, other persons working in KLE Technological University premises or any visitors to KLE Technological University. Paying any compensation to those who have suffered arising out of such a contingency shall be the sole responsibility of the participant. Under the

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X. 11/11



above contingency, it is also the responsibility of the participant alone to compensate for any loss caused to the property of KLE Technological University.

**2.2. Other Services**

KLE – CTIE shall, subject to the Participant's requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.2.1. access to corporates partnering with KLE – CTIE
- 2.2.2. access to experts or professionals in technology, business, legal, financial and related matters.
- 2.2.3. workshop series by industry professionals, business executives or domain experts; or
- 2.2.4. organise events to help participants network or showcase their technologies, business propositions or products and services.

**2.3. Mentoring Services**

KLE – CTIE shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

**2.4. Internship Services**

KLE - CTIE shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at KLE – CTIE on a monthly basis.

**2.5. Business Support Services**

KLE – CTIE may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek assistance of such professional service providers on the basis of a separate commercial arrangement. It is clarified that KLE – CTIE shall, (i) in no circumstance, be responsible for any liability, indemnity, damages or other claim that may arise pursuant to the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

**3. CONSIDERATION**

3.1. In consideration of the services listed in Clause 2 above, as applicable, the Incubatees shall ensure that the payments mentioned below, shall be paid to KLE – CTIE:

3.1.1. The participant shall pay rent on the space occupied as below

- Tech park – Rs. 11 + Rs. 4 = Rs. 15 per sq. ft.
- RHK (GF/FF) – Rs. 7 + Rs. 4 = Rs. 11 per sq. ft
- CLITE – Rs. 5 + Rs. 2 = Rs. 7 per sq. ft.

plus, any applicable taxes rounded to a next whole rupee. The second component of the rent is towards housekeeping which shall be performed by professional service providers.

3.1.2. The rent is to be paid in advance every quarterly before 10<sup>th</sup> of the month in

*(Signature)*

*(Signature)*



which it is due. Payments made later than this date shall be charged a penalty of Rs. 100 per day. The payments can be made via NEFT to the SB account no. 12442010034025 of Syndicate Bank, BVB campus branch, Hubli. IFSC code: SYNB0001244. No cash payments are permitted. Check or DD shall be handed over to Program Co-ordinator, at KLE-CTIE Office.

- 3.1.3. Incubatee Rent will be subject to revisions from time to time upon expiry of the Term and based on the mutual agreement amongst the Parties.
  - 3.1.4. Additional charges as may be applicable, on utilisation of any specialised software or equipment, or any other services or facilities provided by KLE – CTIE, decided on a case-by-case basis prior to procurement of such software/equipment/ services of facilities; and
  - 3.1.5. The participant shall not affect changes in the form of erecting structures in the premises allotted to them without written approval from KLE-CTIE.
- 3.2. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement other than any property tax payable on the Premises which shall be the responsibility of KLE – CTIE.

#### **4. INTELLECTUAL PROPERTY RIGHTS**

Each Party shall ensure that neither the Party, nor any of its employees, representatives or staff shall alter, modify, copy or otherwise infringe the intellectual property of the other Parties.

#### **5. RELATIONSHIP BETWEEN PARTIES**

The relationship between the Participant, [the Promoter] and KLE – CTIE established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict KLE – CTIE from providing similar services to third parties.

#### **6. REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 6.1. Each of the Parties hereto represents, warrants and covenants that:
  - 6.1.1. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and
  - 6.1.2. It has taken all necessary actions to authorise the execution and delivery by it of this Agreement and the transactions contemplated hereby.
- 6.2. The Participant [and the Promoter] hereby jointly and severally represent, warrant and covenant that it/he/she shall adhere to the guidelines set forth by KLE – CTIE and

*[Handwritten Signature]*

*[Handwritten Signature]*



notified to the Participant [and the Promoter] from time to time, regarding operational issues of the incubation centre.

- 6.3. The Participant [and the Promoter] acknowledge and agree that KLE – CTIE does not guarantee that the Participant's business shall succeed. KLE – CTIE makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant [and the Promoter] hereby waives and covenants not to bring any action against KLE – CTIE or their employees, agents, contractors, or other representatives for any claim related to such matters.

## 7. INDEMNIFICATION

- 7.1. None of the Parties shall be responsible to the other Party for any consequential or indirect losses.
- 7.2. The Participant [and the Promoter] shall, jointly and severally keep KLE - CTIE fully indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as set forth in this Agreement.
- 7.3. KLE – CTIE cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period

## 8. COMPLIANCE WITH LAWS

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licences, permits, authorisations, registrations and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

## 9. CONFIDENTIALITY

- 9.1. Each Party recognizes and acknowledges that by reason of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for the purposes of this Agreement and that it shall not, at any time during or any time after the completion, expiry or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its own confidential information of similar nature.

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- 9.2. The obligations contained in Clause 10 shall not apply to information that is:
- 9.2.1. Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or
  - 9.2.2. Already in the public domain; or
  - 9.2.3. Required to be disclosed pursuant to law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or
  - 9.2.4. Such information lawfully comes into possession of the recipient Party from a source which is not the other Party.

## 10. TERMINATION

- 10.1. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):
- 10.1.1. For any breach of, or default under this Agreement by the Participant, KLE – CTIE shall give the Participant written notice of such breach or default. The Participant shall within a period of 90 (Ninety) days ("**Cure Period**") from the date of receipt of such written notice from KLE – CTIE, rectify or cure the breach or default and intimate KLE – CTIE, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach of default within the Cure Period, this Agreement shall stand terminated, unless the Parties agree otherwise.
  - 10.1.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all of its assets or properties.
  - 10.1.3. KLE – CTIE shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with a prior written notice of 90 (Ninety) days.
  - 10.1.4. KLE – CTIE reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2. Any Termination shall not have any effect on the rights accrued prior to such Termination and all payments to be made to KLE – CTIE shall be made within 90 (Ninety) days from the date of such Termination.
- 10.3. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4. In case, the participant fails to vacate and deliver possession of the said workspace to KLE-CTIE on the termination of the agreement, the KLE-CTIE shall be entitled to take possession of the said space by removing all articles of participant found in the said workspace in such manner as it may be deemed fit and the expenses, if any, incurred by the KLE-CTIE shall be recoverable in full from the participant.

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*[Handwritten signature]*



- 10.5. The participant shall submit audited financial report on quarterly and yearly basis, certified by a Chartered Accountant. Failing which KLE – CTIE has a right to enquire with the participant and terminate the contract, if the participant fails to submit the report timely.
- 10.6. The participant shall on a quarterly basis submit list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which KLE – CTIE has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.7. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by KLE – CTIE. This is essential to track the participant progress in the incubation centre. Failing which KLE – CTIE has a right to take necessary steps against the participant to terminate the contract.
- 10.8. It is agreed between the Parties that Clauses 5, 8, 9, 10 and 11 shall survive the Termination of this Agreement.

## 11. MISCELLANEOUS

### 11.1. Force Majeure

Any delays in or failure of performance by any Party shall not constitute default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party effected, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

#### Severability

If any one or more of the provisions contained in this Agreement shall be found invalid, illegal or unenforceable under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.


### 11.2. Assignment

The Participant [and/or the Promoter] shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that KLE – CTIE shall be entitled to freely transfer this Agreement.

### 11.3. Notices

Except as may be otherwise provided herein, all notices, requests, waivers and other communications (“Notices”) shall be deemed to be delivered as provided herein: (a) if delivered to the addressee (“Receiving Party”) by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgement of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The







Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

**To KLE – CTIE:**

Address: Director, KLE – CTIE, Start – up Street, First Floor, RH Kulkarni Memorial Complex, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD  
Phone: 0836 – 2378323/321

E-mail: [ctie@kletech.ac.in](mailto:ctie@kletech.ac.in)

**To the Participant:**

Address: Hno 137, EWS Manjunath Nagar,, Hubli, Dharwad, Karnataka, India, 580021

Phone: +919606529040

Fax: -

E-mail: [contact@farmercoinsr.com](mailto:contact@farmercoinsr.com)

**To the Promoter:**

Address: Shridhar T Doddamani

Phone: +917411556418

Fax: -

E-mail: [farmercoinsrs@gmail.com](mailto:farmercoinsrs@gmail.com)

**11.4. Entire contract**

This Agreement hereto constitutes the entire agreement between the Parties as to the services to be provided hereunder, and shall supersede any and all previous agreements, representations, and warranties, written or oral, regarding such services.

**11.5. Amendments**

No addition to or modification of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

**11.6. Waiver**

Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice any Party's rights to take subsequent action. Any waiver by any of the Parties under this Agreement shall be in writing.

**11.7. Governing Law**

This Agreement and these conditions shall be governed by and construed in accordance with the laws of India and subject to Clause 11.9 below, the Courts at Hubballi-Dharwad, Karnataka, India shall have exclusive jurisdiction on matters arising from this Agreement.

**11.8. Arbitration**







The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Memorandum promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Memorandum shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time

**11.9. Specific Performance**

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing, and irreparable damage, and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defence that an adequate remedy at law is available. The non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to any and all other legal or equitable remedies available to it.

**11.10. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" (".pdf") shall be as effective as signing and delivering the counterpart in person.

**11.11. Costs and Expenses**

Each of the Parties hereto shall bear separately its own expenses, including without limitation, the fees and disbursements of counsel, accountants and other financial advisors, incurred by each Party in connection with the negotiations, execution and delivery of this Agreement and any other matters related hereto.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For **KLE – Centre for Technology**

Signature:

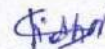


Name:

Designation:

For **Innovation & Entrepreneurship**

Signature:



Name:

Shridhar. T. Doddamani

Designation:

Director.



For **FARMERCOIN SM.  
SOLUTIONS (OPC) P.**



**DIRECTOR**







Participant shall be deemed to be the [Incubatee] for this Agreement, including Clause 3 below.

2.1. **Services Provided by Incubation Center**

KLE TECH-CTIE-MSME-BI shall, subject to the Participant's requirements and the availability of resources, at its sole discretion, provide the following services:

- 2.1.1. access to corporates partnering with KLE TECH-CTIE-MSME-BI
- 2.1.2. access to experts or professionals in technology, business, legal, financial, and related matters.
- 2.1.3. workshop series by industry professionals, business executives, or domain experts; or
- 2.1.4. organize events to help participants network or showcase their technologies, business propositions, or products and services.

2.2. **Mentoring Services**

KLE TECH-CTIE-MSME-BI shall, at its sole discretion, conduct mentorship programs whereby it shall introduce and connect the Participant with mentors.

2.3. **Internship Services**

KLE TECH-CTIE-MSME-BI shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at KLE TECH-CTIE-MSME-BI monthly.

2.4. **Business Support Services**

KLE TECH-CTIE-MSME-BI may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek the assistance of such professional service providers based on a separate commercial arrangement. It is clarified that KLE TECH-CTIE-MSME-BI shall, (i) in no circumstance, be responsible for any liability, indemnity, damages, or other claims that may arise under the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

3. **CONSIDERATION**

3.1 Charges as may be applicable, on utilization of any specialized software or equipment, or any other services or facilities provided by KLE TECH-CTIE-MSME-BI, decided on a case-by-case basis before procurement of such software/equipment/ services of facilities.

3.2 It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement. Any payments can be made via NEFT to the Current account no. 12442010041186 of Canara Bank,

For SARALSIDDHI PRIVATE LIMITED



BVB campus branch, Hubli. IFSC code: CNRB0011244. No cash payments are permitted.

**4 INTELLECTUAL PROPERTY RIGHTS**

Participant shall ensure that any of its employees, representatives, or staff shall alter, modify, copy, or otherwise infringe the intellectual property of the other Party.

**5 RELATIONSHIPS BETWEEN PARTIES**

The relationship between the Participant and KLE TECH-CTIE-MSME-BI established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict KLE TECH-CTIE-MSME-BI from providing similar services to third parties.

**6 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

6.1 Each of the Parties hereto represents, warrants, and covenants that:

6.1.1 This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and

6.1.2 It has taken all necessary actions to authorize the execution and delivery by it of this Agreement and the transactions contemplated hereby.

6.2 The Participant hereby jointly and severally represent, warrant, and covenant that it/he/she shall adhere to the guidelines set forth by KLE TECH-CTIE-MSME-BI and notified to the Participant from time to time, regarding operational issues of the incubation center.

6.3 The Participant acknowledges and agrees that KLE TECH-CTIE-MSME-BI does not guarantee that the Participant's business shall succeed. KLE TECH-CTIE-MSME-BI makes no representation as to the commercial utility of its recommendations/services or that the use of such recommendations/services shall not infringe on any intellectual property rights of others. The Participant shall be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and the Participant hereby waives and covenants not to bring any action against KLE TECH-CTIE-MSME-BI or their employees, agents, contractors, or other representatives for any claim related to such matters.

**7 INDEMNIFICATION**

*K. P. S. S.*

For SARALSIDDHI PRIVATE LIMITED  
*[Signature]*



- 7.1 None of the Parties shall be responsible to the other party for any consequential or indirect losses.
- 7.2 The Participant shall jointly and severally keep KLE TECH-CTIE-MSME-BI fully indemnified against any actions taken by them including breach of any rights and obligations agreed to by them under this Agreement or breach of any of their representations and warranties as outlined in this Agreement.
- 7.3 KLE TECH-CTIE-MSME-BI cannot be held legally responsible if the participant is involved in any litigation with a third party over any legal issue whatsoever, during the incubation period

8 **COMPLIANCE WITH LAWS**

The Participant hereby agrees that it shall at all times and at its own expense (a) strictly comply with all applicable laws, rules, regulations, and Government orders, now or hereafter in effect, relating to its performance of this Agreement, (b) pay all fees and other charges required by such laws, rules, regulations and orders, and (c) maintain in full force and effect all licenses, permits, authorizations, registrations, and qualification from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder.

9 **CONFIDENTIALITY**

- 9.1 Each Party recognizes and acknowledges that because of its relationship with each other, it will have access to certain information and materials concerning the other Party which are confidential and of substantial to the other Party, which value would be impaired if such information was disclosed to third parties including but not limited to information pertaining to this transaction, terms of this Agreement and negotiations between the Parties. Accordingly, each Party hereby agrees that it shall use the confidential information and all other data solely for this Agreement and that it shall not, at any time during or any time after the completion, expiry, or termination of this Agreement disclose the same to any third party, without the other Party's prior written consent. Additionally, each Party shall protect the other Party's confidential information with reasonable effort using the same standard of care that applies to its confidential information of similar nature.
- 9.2 The obligations contained in Clause 10 shall not apply to information that is:
- 9.2.1 Already known to the other Party, as evidenced by business records at the time it was provided to the other Party; or
- 9.2.2 Already in the public domain; or
- 9.2.3 Required to be disclosed under law or court order, but only after notifying the other Party and allowing the other Party an opportunity to obtain a protective or other order; or
- 9.2.4 Such information lawfully comes into possession of the recipient Party from a source that is not the other Party.

*AD. Besh*

*as. H.*



## 10 TERMINATION

- 10.1 This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):
- 10.1.1 For any breach of, or default under this Agreement by the Participant, KLE TECH-CTIE-MSME-BI shall give the Participant written notice of such breach or default. The Participant shall within 30 (Thirty) days ("**Cure Period**") from the date of receipt of such written notice from KLE-MSME-BI, rectify or cure the breach or default and intimate KLE-MSME-BI, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach or default within the Cure Period, this Agreement shall stand terminated unless the Parties agree otherwise.
- 10.1.2 A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all its assets or properties.
- 10.1.3 KLE TECH-CTIE-MSME-BI shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with prior written notice of 30 (Thirty) days.
- 10.1.4 KLE TECH-CTIE-MSME-BI reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2 Any Termination shall not have any effect on the rights accrued before such Termination and all payments to be made to KLE TECH-CTIE-MSME-BI shall be made within 30 (Thirty) days from the date of such Termination.
- 10.3 Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4 In case, the participant fails to vacate and deliver possession of the said workspace to KLE TECH-CTIE-MSME-BI on the termination of the agreement, the KLE TECH-CTIE-MSME-BI shall be entitled to take possession of the said space by removing all articles of participant found in the said workspace in such manner as it may be deemed fit and the expenses, if any, incurred by the KLE TECH-CTIE-MSME-BI shall be recoverable in full from the participant.
- 10.5 The participant shall submit an audited financial report quarterly and yearly, certified by a Chartered Accountant. Failing which KLE TECH-CTIE-MSME-BI has a right to enquire with the participant and terminate the contract if the participant fails to submit the report timely.

*AD*

For SARALSIDDHI PRIVATE LIMITED  
*H*



- 10.6 The participant shall every quarter submit a list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which KLE TECH-CTIE-MSME-BI has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.7 The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by KLE-MSME-BI. This is essential to track the participant's progress in the incubation center. Failing which KLE TECH-CTIE-MSME-BI has a right to take necessary steps against the participant to terminate the contract.
- 10.8 It is agreed between the Parties that Clauses 8, 9, and 10, shall survive after the Termination of this Agreement.

## 11 MISCELLANEOUS

### 11.1 Force Majeure

Any delays in or failure of performance by any Party shall not constitute a default hereunder if and to the extent caused by Force Majeure, which is defined to be occurrences beyond the reasonable control of the party affected, including but not limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection, and sabotage.

#### **Severability**

If anyone or more of the provisions contained in this Agreement shall be found invalid, illegal, or unenforceable under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. Notwithstanding, the Parties shall in good faith negotiate and agree upon alternative language to replace the offending provisions such that the intention of the Parties in entering into this Agreement is retained.

### 11.2 Assignment

The Participant shall not assign or transfer any right or obligation under this Agreement to a third party. It is hereby clarified that KLE TECH-CTIE-MSME-BI shall be entitled to freely transfer this Agreement.

### 11.3 Notices

Except as may be otherwise provided herein, all notices, requests, waivers, and other communications ("**Notices**") shall be deemed to be delivered as provided herein: (a) if delivered to the addressee ("**Receiving Party**") by hand: upon the Notice being acknowledged by written receipt by the Receiving Party; (b) if sent by facsimile: upon the receipt of a transmission report confirming transmission; (c) if sent via an overnight courier: upon receipt (evidenced by proof of delivery); and (d) if sent via e-mail: upon acknowledgment of receipt of the same by the Receiving Party or after the expiry of 24 (Twenty Four) hours from the time of transmission, whichever is earlier. The Notices shall be addressed to the Parties at the contact details provided below. Each Party shall promptly inform the other Parties of any change to its contact details.

*K. S. S. S.*



To KLE TECH-CTIE-MSME-BI:

Address: Head, KLE TECH-CTIE-MSME-BI, Clite Building, Ground Floor, RH Kulkarni Memorial Complex, BVB Campus, Vidyanagar, Hubli – 580031, District: DHARWAD

Phone: 0836 – 2378270/271

E-mail: [prakash\\_k@kletech.ac.in](mailto:prakash_k@kletech.ac.in)

To the Participant: M/s SARAL SIDDI PRIVATE LIMITED

Address: C-lite building, Ground floor, CIPD, MSME Incubator KLE Technological University Hubballi, Vidyanagar, Hubli 580031

Phone: 9902749144, 9738942074

E-mail: [ayurvasant@gmail.com](mailto:ayurvasant@gmail.com), [raj3323@gmail.com](mailto:raj3323@gmail.com)

**11.4 Entire contract**

This Agreement hereto constitutes the entire agreement between the Parties as to the services to be provided hereunder and shall supersede any previous agreements, representations, and warranties, written or oral, regarding such services.

**11.5 Amendments**

No addition to or modification of this Agreement shall be binding upon the Parties unless made by a written instrument signed by a duly authorized representative of each of the Parties.

**11.6 Waiver**

Failure or neglect by any Party to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of such Party's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice any Party's rights to take subsequent action. Any waiver by any of the Parties under this Agreement shall be in writing.

**11.7 Governing Law**

This Agreement and these conditions shall be governed by and construed by the laws of India and subject to Clause 11.9 below, the Courts at Hubballi-Dharwad, Karnataka, India shall have exclusive jurisdiction on matters arising from this Agreement.

**11.8 Arbitration**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Agreement shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, by the provisions of the Arbitration and

*Prakash*

For SARALSIDDHI PRIVATE LIMITED



Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to the courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time

**11.9 Specific Performance**

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing, and irreparable damage, and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defence that an adequate remedy at law is available. The non-defaulting party shall be entitled to seek specific performance against the defaulting party for the performance of its obligations under this Agreement in addition to any other legal or equitable remedies available to it.

**11.10 Costs and Expenses**

Each of the Parties hereto shall bear separately its expenses, including without limitation, the fees and disbursements of counsel, accountants, and other financial advisors, incurred by each Party in connection with the negotiations, execution, and delivery of this Agreement and any other matters related hereto.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For **KLE TECH-CTIE-MSME-BI**

Name: *Prakash. N. Kurdelkar*

Designation: *Director*

*(Prakash)*

For Participant

Name: *VASANT PATIL*

Designation: *Director*  
For SARALSIDDHI PRIVATE LIMITED

*(Vasant)*  
DIRECTOR









2.3. **Internship Services**

KLE TECH-CTIE-MSME-BI shall, at its sole discretion, permit the Participant to engage with interested students of the KLE Technological University or outside to work as interns with the Participant.

However, such engagements must be notified to the concerned authorities at KLE TECH-CTIE-MSME-BI monthly.

2.4. **Business Support Services**

KLE TECH-CTIE-MSME-BI may associate with professional service providers for accounting, intellectual property, and legal and management expertise from time to time. The Participant may seek the assistance of such professional service providers based on a separate commercial arrangement. It is clarified that KLE TECH-CTIE-MSME-BI shall, (i) in no circumstance, be responsible for any liability, indemnity, damages, or other claims that may arise under the aforesaid relationship; and (ii) at its sole discretion, partner with different companies and/or service providers to make their product or services available to the Participant at a subsidized cost.

3. **CONSIDERATION**

3.1.1. Charges as may be applicable, on utilization of any specialized software or equipment, or any other services or facilities provided by KLE TECH-CTIE-MSME-BI, decided on a case-by-case basis before procurement of such software/equipment/ services of facilities.

3.1.2. It is hereby clarified that the Participant, as applicable, shall bear all the taxes including the goods and services tax and other levies, payable under applicable law or to be made under this Agreement. Any payments can be made via NEFT to the Current account no. **12442010041186** of Canara Bank, BVB campus branch, Hubli. IFSC code: CNRB0011244. No cash payments are permitted.

4. **INTELLECTUAL PROPERTY RIGHTS**

Participant shall ensure that any of its employees, representatives, or staff shall alter, modify, copy, or otherwise infringe the intellectual property of the other Party.

5. **RELATIONSHIP BETWEEN PARTIES**


The relationship between the Participant and KLE TECH-CTIE-MSME-BI established by this Agreement is on a [non-exclusive], principal-to-principal basis, as independent transacting parties. Nothing in this Agreement shall be construed to (i) constitute the Parties as principal and agent, employer and employee, partners, or otherwise as participants in a joint undertaking; or (ii) restrict KLE TECH-CTIE-MSME-BI from providing similar services to third parties.


6. **REPRESENTATIONS, WARRANTIES, AND COVENANTS**

6.1. Each of the Parties hereto represents, warrants, and covenants that:

6.1.1. This Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation on such Party, enforceable against the Party in accordance with the terms hereof and the execution of this Agreement and/or consummation of any of the Parties obligations hereunder will not conflict, be contrary to or violate any applicable law or its charter documents, as applicable; and

6.1.2. It has taken all necessary actions to authorize the execution and delivery by it of this Agreement and the transactions contemplated hereby.

  
**HEAD**  
Business Incubator  
HUBBALLI-31.



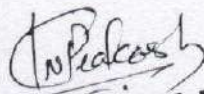


## 10. TERMINATION

- 10.1. This Agreement may be terminated under the following circumstances in the manner set forth hereunder ("**Termination**"):
- 10.1.1. For any breach of, or default under this Agreement by the Participant, KLE TECH-CTIE-MSME-BI shall give the Participant written notice of such breach or default. The Participant shall within 30 (Thirty) days ("**Cure Period**") from the date of receipt of such written notice from KLE-MSME-BI, rectify or cure the breach or default and intimate KLE-MSME-BI, in writing, or such cure or rectification. In the event the Participant is unable to rectify or cure such breach or default within the Cure Period, this Agreement shall stand terminated unless the Parties agree otherwise.
- 10.1.2. A Party may terminate this Agreement immediately, upon written notice of termination to the other Party, if the other Party goes into bankruptcy or voluntary dissolution, is declared insolvent, fails to pay its debts as they become due, makes an assignment for the benefit of creditors, becomes subject to any proceeding under any bankruptcy or insolvency law or suffers the appointment of a receiver or trustee over all or substantially all its assets or properties.
- 10.1.3. KLE TECH-CTIE-MSME-BI shall be entitled to terminate this Agreement at any time without cause, by providing the Participant with prior written notice of 30 (Thirty) days.
- 10.1.4. KLE TECH-CTIE-MSME-BI reserves the right to terminate the incubation period depending upon the assessment of the performance of the participant or his/her periodic report. This decision would be legally binding upon the participant.
- 10.2. Any Termination shall not have any effect on the rights accrued before such Termination and all payments to be made to KLE TECH-CTIE-MSME-BI shall be made within 30 (Thirty) days from the date of such Termination.
- 10.3. Termination of the incubation period implies that the participant would be required to vacate the office premises by the end of the business hours on the given day.
- 10.4. In case, the participant fails to vacate and deliver possession of the said workspace to KLE TECH-CTIE-MSME-BI on the termination of the agreement, the KLE TECH-CTIE-MSME-BI shall be entitled to take possession of the said space by removing all articles of participant found in the said workspace in such manner as it may be deemed fit and the expenses, if any, incurred by the KLE TECH-CTIE-MSME-BI shall be recoverable in full from the participant.
- 10.5. The participant shall submit an audited financial report quarterly and yearly, certified by a Chartered Accountant. Failing which KLE TECH-CTIE-MSME-BI has a right to enquire with the participant and terminate the contract if the participant fails to submit the report timely.
- 10.6. The participant shall every quarter submit a list of employees working out of the premise rented out to it, duly signed by the promotor. Failing which KLE TECH-CTIE-MSME-BI has a right to enquire with the participant and take necessary steps in this regard as deemed reasonable at the time of execution.
- 10.7. The promotor shall willingly participate in the monthly review of the participant and disclose all the information to the Review Committee appointed by KLE-MSME-BI. This is essential to track the participant's progress in the incubation center. Failing which KLE TECH-CTIE-MSME-BI has a right to take necessary steps against the participant to terminate the contract.
- 10.8. It is agreed between the Parties that Clauses 8, 9, 10, shall survive the Termination of this Agreement.

## 11. MISCELLANEOUS

- 11.1. Force Majeure

  
HEAD Incubator





11.7. **Governing Law**

This Agreement and these conditions shall be governed by and construed by the laws of India and subject to Clause 11.9 below, the Courts at Hubballi-Dharwad, Karnataka, India shall have exclusive jurisdiction on matters arising from this Agreement.

11.8. **Arbitration**

The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives. If the matter has not been resolved within 30 days of a party's request for negotiation, either party may initiate arbitration as provided hereinafter. If such attempts at negotiation fail, the Parties agree that any disputes arising from this Agreement shall be decided by arbitration by a sole arbitrator (appointed by the mutual consent of the parties) which shall be conducted, upon request by either party, in Hubballi, in English, by the provisions of the Arbitration and Conciliation Act, 1996. The cost and expenses of the arbitration proceedings shall be borne equally by the parties. Notwithstanding anything herein to the contrary, either party may proceed to the courts of Hubballi- Dharwad to obtain injunctive or other equitable relief at any time

11.9. **Specific Performance**

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing, and irreparable damage, and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate. Accordingly, each Party hereby waives the claim or defense that an adequate remedy at law is available. The non-defaulting party shall be entitled to seek specific performance against the defaulting party for the performance of its obligations under this Agreement in addition to any other legal or equitable remedies available to it.

11.10. **Costs and Expenses**

Each of the Parties hereto shall bear separately its expenses, including without limitation, the fees and disbursements of counsel, accountants, and other financial advisors, incurred by each Party in connection with the negotiations, execution, and delivery of this Agreement and any other matters related hereto.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date and year hereinabove first written.

For **KLE TECH-CTIE-MSME-BI**

Name: *Prakash Kuradelekar*

Designation:

*Prakash*

**HEAD**

**MSME - Business Incubator**  
KLE Technological University, HUBBALLI-31.

For **Recyclearth Foundation**

Name: Nayan S Momaya

Designation: Chief Recycling Officer

*Nayan*

For **RECYCLEARTH FOUNDATION**





## **Internship Program, Memorandum of Understanding**

**Alicon Castalloy, Pune** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.



**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 10/3/22

Date



Signature

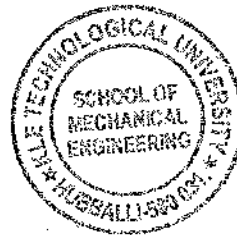
Signature

Name: Omprakash Agnihotri  
Chief Business Counselling  
Officer  
Alicon Group

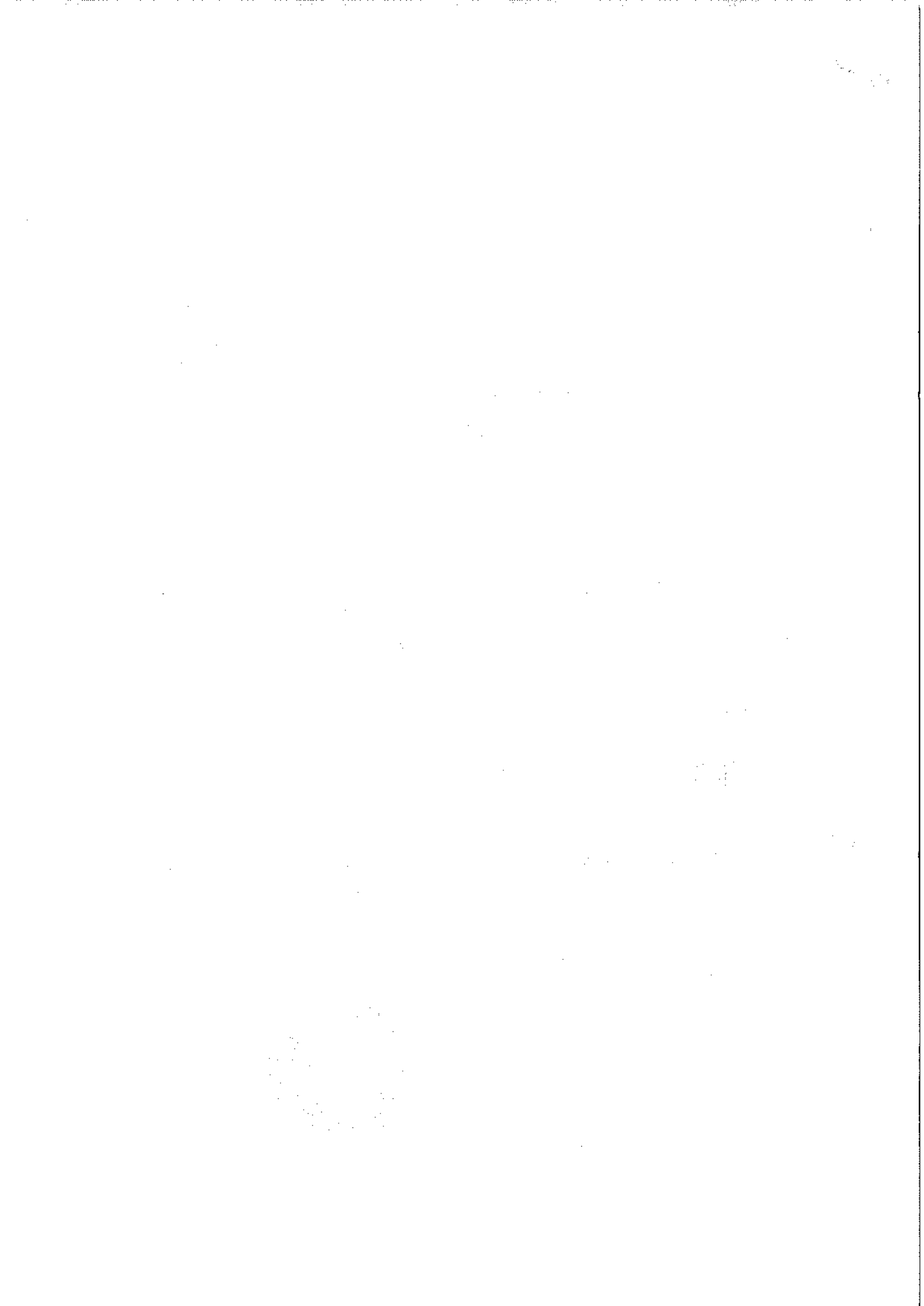
Dr. B Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal









## **Internship Program, Memorandum of Understanding**

**KWH Bikes, Bengaluru** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

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Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.



**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

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**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 3<sup>rd</sup> March, 2022

Date \_\_\_\_\_

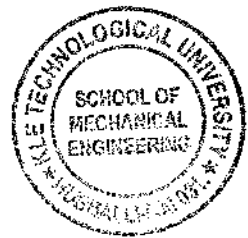
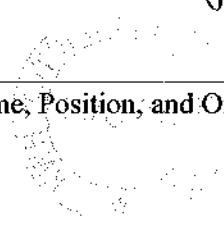
Signature Krupali  
Name: KARTIK GUITA  
(Co-founder & CTO)



Signature  
Dr. B. B. Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal









## **Internship Program, Memorandum of Understanding**

**Kuber Packaging Industry, Kolhapur** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.



**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**


Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 24/02/2022

Date 24/02/2022





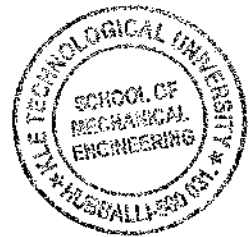
Signature  
Name: Jaspal Singh, Deval

Signature

Dr. B. Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal









## **Internship Program, Memorandum of Understanding**

**NEO Valves, Huballi** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.



**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 03/03/2022

Date

*Priyanka*



Signature

Signature

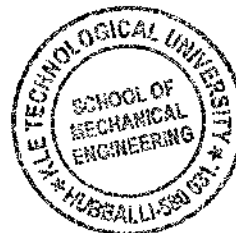
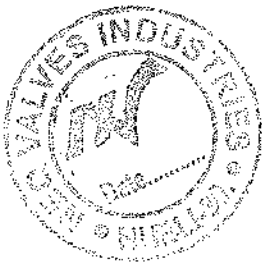
Name:

*Priyanka - G. J.*

Dr. B. B. Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal







## **Internship Program, Memorandum of Understanding**

**Encephalon Solutions, Huballi,** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 2/3/2022

Date \_\_\_\_\_

*Ninad*

*[Signature]*

Signature

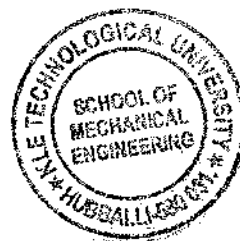
Signature

Name: Ninad Patil  
CEO of Emephabn Solutions  
KLE Tech University  
Hubli - 580032

Dr. B Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal







## **Internship Program, Memorandum of Understanding**

**Tempco, Huballi** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

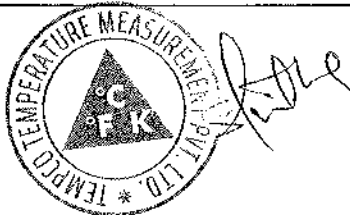
Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

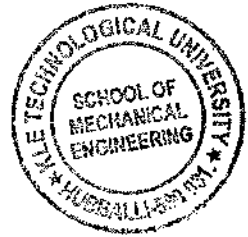
Date 28/02/2022

Date \_\_\_\_\_

Signature \_\_\_\_\_  
Name: 

Signature \_\_\_\_\_  
Dr. B BKotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal  
SR KANTH C.  
Accounts and B.Male Head

Name, Position, and Organization/Seal  






## **Internship Program, Memorandum of Understanding**

Vijayalaxmi Gears, Huballi and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 25-2-22

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: S. V. Kulkarni

Name: \_\_\_\_\_

Vijayalaxmi Group  
B-562, 7th Estate, Gokul Road  
Hubli - 580030

Dr. B Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal







## **Internship Program, Memorandum of Understanding**

**Valtek Corporation, Dharwad** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 24-02-22

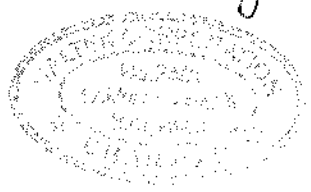
Date \_\_\_\_\_

M.S. Itagi

[Signature]

Signature M.S. Itagi  
Name:

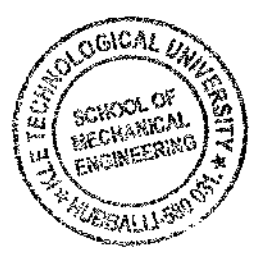
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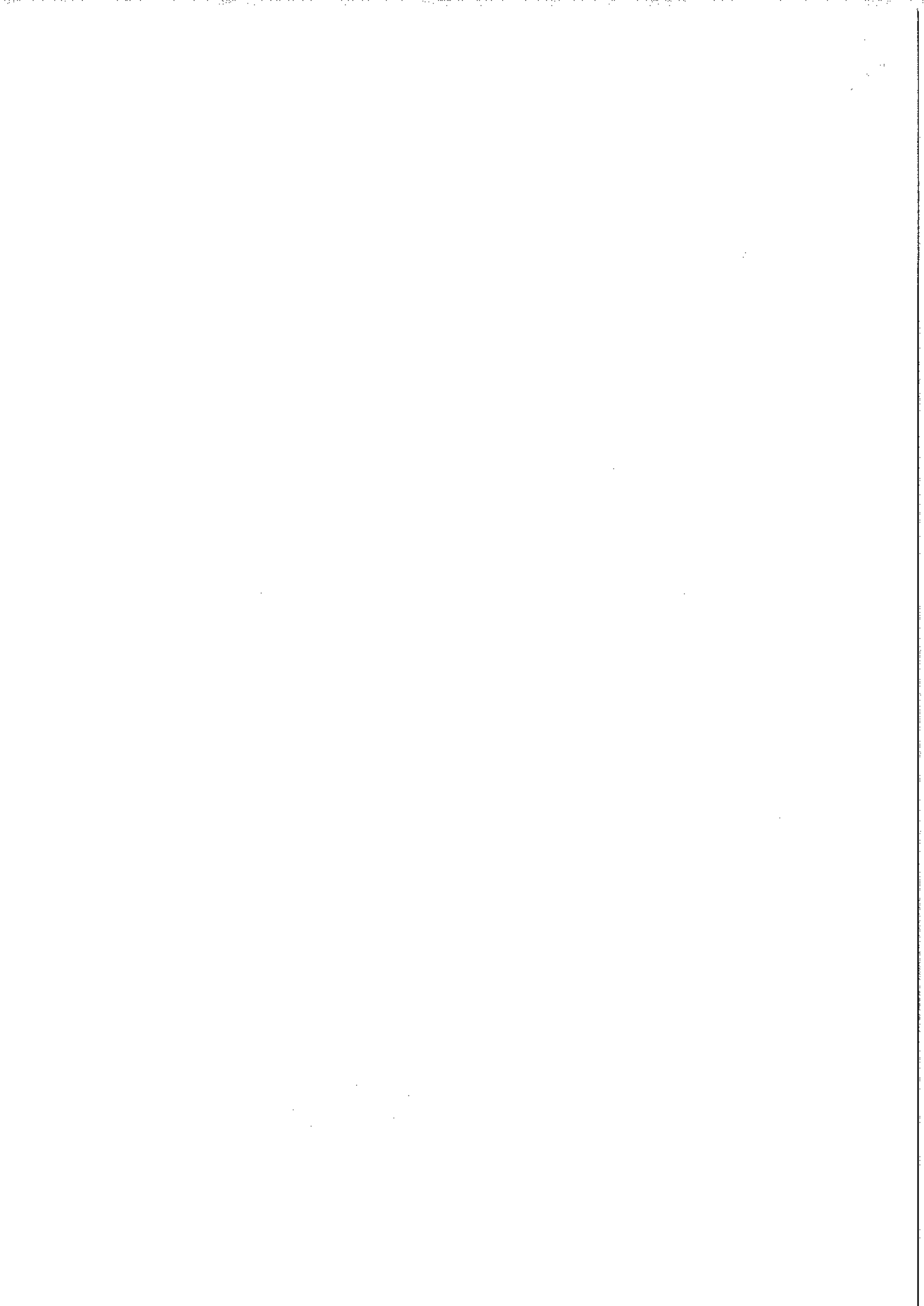


Dr. B BKotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal







## **Internship Program, Memorandum of Understanding**

**Valtek Corporation, Dharwad** and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 24-02-22

Date \_\_\_\_\_

M. S. Dagi

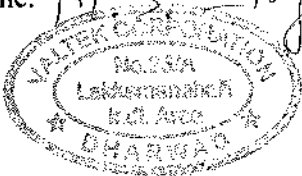
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Signature

Signature

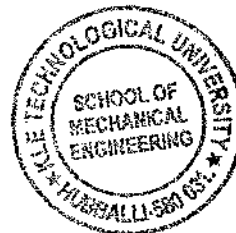
Name: M. S. Dagi

Dr. B BKotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032



Name, Position, and Organization Seal

Name, Position, and Organization/Seal







## **Internship Program, Memorandum of Understanding**

**Farmercoin Smart Robotic Solution Pvt.Ltd, Huballi,**and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

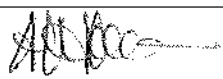
Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

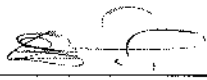
**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 25-02-2022

Date \_\_\_\_\_

Signature 

Signature 

Name: Dr. A. D. S.  
**FAEMERCOIN SMART ROBOTIC SOLUTIONS  
(OPC) PRIVATE LIMITED**  
No. 137, EWS Manjunath Nagar,  
HUBLI-580 021.

Dr. B. Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal



STATIONERY SHOP  
1001 1/2 N. 1st St. W. Wash. D.C. 20001  
(202) 638-1111





## **Internship Program, Memorandum of Understanding**

Vignyanworx, Bengaluru and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 25/2/2022

Date \_\_\_\_\_

Signature *Ashok Kadavanna*

Signature *Dr. B Kotturshettar*

Name: Ashok Kadavanna

Signature

VIDYANWORX PRIVATE LIMITED  
Director

Dr. B Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal







## **Internship Program, Memorandum of Understanding**

ZEN INDUSTRIES, Bengaluru and KLE-School of Mechanical Engineering at KLE Technological University, BVB campus, Vidyanagar, Hubli 580032 (hereinafter KLE Technological University) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of KLE TECHNOLOGICAL UNIVERSITY students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, KLE TECHNOLOGICAL UNIVERSITY has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to KLE TECHNOLOGICAL UNIVERSITY on the student's progress over the course of the Program. The student's University guide at KLE TECHNOLOGICAL UNIVERSITY is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

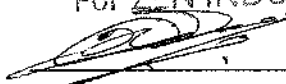
Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 03/03/2022

For ZEN INDUSTRIES



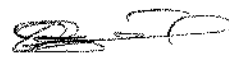
Signature Partner

Name: Mr. Gurusudev.

Managing Director (Partner)  
Bangalore, JP Nagar.

Name, Position, and Organization Seal

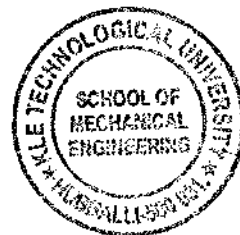
Date 03/03/2022



Signature

Dr. B Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization/Seal







## **Internship Program, Memorandum of Understanding**

**NGX Technologies Pvt Ltd, Bengaluru** and **KLE-School of Mechanical Engineering** at **KLE Technological University, BVB campus, Vidyanagar, Hubli 580032** (hereinafter **KLE Technological University**) hereby establish a Memorandum of Understanding with regard to an Internship (Internship Training + Internship Project) Program (hereafter Program) facilitating the host startups/industry/business) acceptance of **KLE TECHNOLOGICAL UNIVERSITY** students as interns. The terms of the Program are as specified below.

### **Purpose:**

Item 1: With a view to training high-level researchers and practitioners with the skills and knowledge necessary to solve today's global/regional/local environmental problems, **KLE TECHNOLOGICAL UNIVERSITY** has established an internship program with the host organization/Business that will further the individual student's education and develop the practical skills he or she will need for his/her future career.

### **Period of internship:**

Item 2: The period and itinerary of the internship to be engaged in by the student is to be agreed upon by two the parties (the host organization/Business, and **KLE TECHNOLOGICAL UNIVERSITY**, represented by the students' department of study), prior to the commencement of the internship.

### **Content:**

Item 3: The content of the Program and the manner in which the student will be assigned is to be determined through consultation to be agreed upon by the two parties (the host organization/Business, and **KLE TECHNOLOGICAL UNIVERSITY**, represented by the students' department of study), prior to the commencement of the internship.

### **Assigning the industry guide:**

Item 4: The student's industry guide at the host organization/Business is to be determined by consultation between **KLE TECHNOLOGICAL UNIVERSITY** and the host organization/Business.

### **Conditions of the internship:**

Item 5: The industry guide undertakes to report back to **KLE TECHNOLOGICAL UNIVERSITY** on the student's progress over the course of the Program. The student's University guide at **KLE TECHNOLOGICAL UNIVERSITY** is to monitor the student's progress in terms of how the Program fulfils his/her training goals.

**Evaluation:**

Item 6: The intern must submit an internship report to both the host organization/Business industry guide and KLE TECHNOLOGICAL UNIVERSITY guide at the end of his/her internship period.

**Issues arising during the period of internship:**

Item 8: While the student is obliged to abide by the conduct rules of the university, the host organization/Business and KLE TECHNOLOGICAL UNIVERSITY agree to work together to resolve any issues arising during the internship period.

**Travel Expenses:**

Item 9: Any travel related to the internship including daily commute to the host institution shall be borne by the student.

**Lodgings/accommodation during the internship period:**

Item 10: The Students are to make their own lodging provision for the entire duration of the internship.

**Remuneration during the internship period:**

Item 11: The matter of remuneration paid to the student during the period of internship is to be agreed upon by the two parties (the host organization/Business, and KLE TECHNOLOGICAL UNIVERSITY, represented by the students' department of study), prior to the commencement of the internship.

**Code of conduct during the internship period:**

Item 12: The student undertakes to abide by any employment/internship rules set out by the host organization/Business to facilitate the Program. The student agrees also to follow instruction and accept supervision throughout the internship period.

**Keeping confidentiality:**

Item 13: The student agrees to keep strict confidentiality. On no grounds is he or she to disclose information obtained over the course of the program which is deemed classified by the host organization/Business.

**Publication of results:**

Item 14: The publicizing of research results gained by the student over the period of his/her research is to take place only after consultation with KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.

**Period of validity of the Memorandum of Understanding:**

Item 15: This Memorandum of Understanding is valid for ONE year, effective from the date that its signing is concluded by representatives of KLE TECHNOLOGICAL UNIVERSITY and the host organization/Business.



**Termination/renewal of the Memorandum of Understanding:**

Item 16: A period of one months' notice is required in the case when either party (KLE TECHNOLOGICAL UNIVERSITY or the host organization/Business) wishes to terminate the agreement established in this Memorandum of Understanding. Any such wish must be expressed in writing. Any decision to renew the agreement must again be agreed upon by both parties, with both parties expressing their desire to continue at least three months prior to the expiration of the period covered by the current Memorandum of Understanding.

**Others:**

Item 17: Additions or amendments to the provisions fixed by this Memorandum of Understanding are possible at any time, subject to consultation and agreement between both parties.

Date 03/03/2022

Date 03/03/2022



Signature

Signature

Name: Nishanth E  
Purchase Manager  
Nex Technologies Pvt Ltd

Dr. B Kotturshettar,  
Head, School of Mechanical Engineering  
KLE Technological University, BVB campus,  
Vidyanagar, Hubli 580032

Name, Position, and Organization Seal

Name, Position, and Organization/Seal



