



University B.D.T. College of Engineering Davangere-577005, Karnataka, India

(A Constituent College of Visvesvaraya Technological University, Belagavi)

Phone: +91-8192-233414

Fax: +91-8192-233412

Web: www.ubdtce.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

University BDT College of Engineering, Davangere
(A Constituent College of VTU, Belagavi)

AND

ABEYAANTRIX SOFTLAB
1st Floor, RG Towers, Beside Nutana PU College, LIC Colony
Davangere-577004

This agreement made and entered into on this Wednesday, 25th September, of 2019 between **University BDT College of Engineering (UBDTCE), Davangere-577004, Karnataka**, an Institute approved by AICTE, New Delhi and a Constituent College of Visvesvaraya Technological University, Belagavi, with the Company **ABEYAANTRIX SOFTLAB** with its registered office at **LIC Colony, Davangere**.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between UBDTCE and ABEYAANTRIX SOFTLAB in mutually beneficial areas.
- To provide a formal basis for initiating interaction between UBDTCE and ABEYAANTRIX SOFTLAB.

2. PROPOSED MODES OF COLLABORATION

UBDTCE and ABEYAANTRIX SOFTLAB propose to collaborate through

- Sponsoring student projects / Internships in Four year BE and Two Year Master's Degree Programs.
- Sponsoring R&D projects, which may be carried out wholly at UBDTCE or at premises of ABEYAANTRIX SOFTLAB or partly at UBDTCE and partly at ABEYAANTRIX SOFTLAB.
- Any other appropriate mode of interaction agreed upon between UBDTCE and ABEYAANTRIX SOFTLAB.

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Davangere - 577 084
22/09/19

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate Research and Development Facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between UBDTCE and ABEYAANTRIX SOFTLAB will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

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6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party,
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire - FIVE years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

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J.B.D.T. College of Engin.
Davangere - 577 009
27/09/19

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10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

UBDTCE, Davangere

By :

Name : Dr. SHIVAPRASAD B. DANDAGI

Title : Principal, UBDTCE, Davangere

Date : 25-09-2019

Witness:

1. Dr. Mallikarjun S. Holi -
Professor & Chairman
Dept. of E&IE, UBDTCE, Davangere

2. Smt. S. A. Pushpalatha -
Assistant Professor
Dept. of E&IE, UBDTCE, Davangere

On behalf of

ABEYAANTRIX SOFTLAB

By :

Name : Mr. MALLESH V.S

Title : Technical Manager

Date : 25-09-2019

Witness:

1. Mr. Shivaraj V. S -
Product Application Engineer
ABEYAANTRIX SOFTLAB

2. Mr. Naresh M. K -
Career Counselor
ABEYAANTRIX SOFTLAB

Annexure A: Technical Areas of Collaboration - Enclosed

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U.B.D.T. College of Engines.
Davangere - 577 004
27/09/19

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Annexure A: Technical Areas of Collaboration

1. Conducting short-term and long-term training programs for students of UG and PG
2. Conduction of Internship / Professional Practice for students of UG and PG completely at UBDTCE or at premises of ABEYAANTRIX SOFTLAB or partly at UBDTCE and partly at ABEYAANTRIX SOFTLAB.
3. Conducting the Faculty Development Program (FDP) / Short Term Training Programs (STTPs) for Faculty at premises of UBDTCE.
4. Technical Assistance for UG and PG students' projects.
5. Submission R&D project proposals jointly to the sponsoring agencies and execution of the same.
6. Mutual exchange of expertise for the collaborative projects and consultancy works.

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Davangere - 577 004
27/09/19



University B.D.T. College of Engineering
Davangere-577005, Karnataka, India

(A Constituent College of Visvesvaraya Technological University, Belagavi)

Phone: +91-8192-233414

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Web: www.ubdtce.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

University BDT College of Engineering, Davangere
(A Constituent College of VTU, Belagavi)

AND

ACRANTON TECHNOLOGIES PVT. LTD. , Davangere

This agreement made and entered into on this Monday, 23rd September, of 2019 between **University BDT College of Engineering (UBDTCE), Davangere-577004, Karnataka**, an Institute approved by AICTE, New Delhi and a Constituent College of Visvesvaraya Technological University, Belagavi, with the Company **ACRANTON TECHNOLOGIES PVT. LTD.** with its registered office at **DAVANGERE-04.**

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between UBDTCE and ACRANTON TECHNOLOGIES PVT. LTD. in mutually beneficial areas.
- To provide a formal basis for initiating interaction between UBDTCE and ACRANTON TECHNOLOGIES PVT. LTD..

2. PROPOSED MODES OF COLLABORATION

UBDTCE and ACRANTON TECHNOLOGIES PVT. LTD. propose to collaborate through

- Sponsoring student projects / Internships in Four year BE and Two Year Master's Degree Programs.
- Sponsoring R&D projects, which may be carried out wholly at UBDTCE or at premises of ACRANTON TECHNOLOGIES PVT. LTD. or partly at UBDTCE and partly at ACRANTON TECHNOLOGIES PVT. LTD.
- Any other appropriate mode of interaction agreed upon between UBDTCE and ACRANTON TECHNOLOGIES PVT. LTD.

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Davangere - 577 004
29/09/19

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate Research and Development Facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between UBDTCE and ACRANTON TECHNOLOGIES PVT. LTD. will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.

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Davangere - 577 004

29/09/14

- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party,
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire - **FIVE** years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6

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U.B.D.T. College of Engineers
Davangere - 577 004

27-10-2019

above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

UBDTCE, Davangere

By :



Name : Dr. SHIVAPRASAD B. DANDAGI

Title : Principal, UBDTCE, Davangere

Date : 23-09-2019

Witness:



1. Dr. B N VEERAPPA -

Professor & Chairman

Dept. of CS&E, UBDTCE, Davangere



on behalf of

COMPANY

By :

For ACRANTON TECHNOLOGIES PVT. LTD.
DAVANGERE-4.



Name : BHARATH H C
DIRECTOR.

Title : Founder and MD

Date : 23-09-2019

Witness:



1. Sushanth K. C.

Board of director.

member

Attested

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Davangere - 577 004
23-09-2019

2.



2.

Annexure A: Technical Areas of Collaboration - Enclosed

Annexure A: Technical Areas of Collaboration

1. Conducting short-term and long-term training programs for students of UG and PG
2. Conduction of Internship / Professional Practice for students of UG and PG completely at UBDTCE or at premises of ACRANTON TECHNOLOGIES PVT. LTD. or partly at UBDTCE and partly at ACRANTON TECHNOLOGIES PVT. LTD.
3. Conducting the Faculty Development Program (FDP) / Short Term Training Programs (STTPs) for Faculty at premises of UBDTCE.
4. Technical Assistance for UG and PG students' projects.
5. Submission R&D project proposals jointly to the sponsoring agencies and execution of the same.
6. Mutual exchange of expertise for the collaborative projects and consultancy works.

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R.D.T. College of Engineering
Davangere - 577 004
27/09/19 



सत्यमेव जयते

**GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

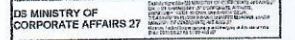
I hereby certify that ACRANTON TECHNOLOGIES PRIVATE LIMITED is incorporated on this Twenty second day of March Two thousand eighteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U74999KA2018PTC111531.

The Permanent Account Number (PAN) of the company is AAQCA6874R

The Tax Deduction and Collection Account Number (TAN) of the company is BLRA27788F*

Given under my hand at Manesar this Twenty second day of March Two thousand eighteen .



Digital Signature Certificate
MUKESH KUMAR

Deputy Registrar Of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

ACRANTON TECHNOLOGIES PRIVATE LIMITED
4666 SREE MALATHESHA 9TH CROSS,, SIDDAVEERAPPA EXTN,,
DAVANGERE, Davanagere, Karnataka, India, 577004

* as issued by the Income Tax Department

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U B.D.T. College of Engineer

Davangere - 577 004

23/03/18





University B.D.T. College of Engineering
Davangere-577005, Karnataka, India

(A Constituent College of Visvesvaraya Technological University, Belagavi)

Phone: +91-8192-233414 Fax: +91-8192-233412 Web: www.ubdtce.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

University BDT College of Engineering, Davangere
(A Constituent College of VTU, Belagavi)

AND

FilmySphere Entertainment Pvt Ltd, Vishweshwarya Layout,
Bengaluru

This agreement made and entered into on this Tuesday, 24th September, of 2019 between **University BDT College of Engineering (UBDTCE), Davangere-577004, Karnataka**, an Institute approved by AICTE, New Delhi and a Constituent College of Visvesvaraya Technological University, Belagavi, with the Company **FilmySphere Entertainment Pvt Ltd** with its registered office at **Vishweshwarya Layout, Bengaluru-12**.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between UBDTCE and FilmySphere Entertainment Pvt Ltd in mutually beneficial areas.
- To provide a formal basis for initiating interaction between UBDTCE and FilmySphere Entertainment Pvt Ltd.

2. PROPOSED MODES OF COLLABORATION

UBDTCE and FilmySphere Entertainment Pvt Ltd propose to collaborate through

- Sponsoring student projects / Internships in Four year BE and Two Year Master's Degree Programs.

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Davangere - 577 005
29/09/19

- b. Sponsoring R&D projects, which may be carried out wholly at UBDTCE or at premises of FilmySphere Entertainment Pvt Ltd or partly at UBDTCE and partly at FilmySphere Entertainment Pvt Ltd.
- c. Any other appropriate mode of interaction agreed upon between UBDTCE and FilmySphere Entertainment Pvt Ltd.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate Research and Development Facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between UBDTCE and FilmySphere Entertainment Pvt Ltd will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

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- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party,
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

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Davangere - 577 004
27/09/19

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire FIVE years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

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~~PRINCIPAL~~
~~College of Engineering~~
~~Davangere - 577 004~~
~~PRINCIPAL~~
~~U.B.D.T. College of Engineering~~
~~Davangere - 577 004~~

Attested
PRINCIPAL
U.B.D.T. College of Engineering
Davangere - 577 004
28/09/19

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

UBDTCE, Davangere

By :

Name : Dr. SHIVAPRASAD B. DANDAGI

Title : Principal, UBDTCE, Davangere

Date : 24-09-2019

Witness:

1. Dr B N Veerappa
Associate Professor & Chairman
Dept. Of Studies in CS&E
UBDTCE, Davanagere

2. Smt Kavita G
Asst. Professor
Dept. Of Studies in CS&E
UBDTCE, Davanagere



on behalf of

FilmySphere Entertainment Pvt Ltd,
Bangalore

By :

Name : GANESH H S

Title : Co-founder

Date : 24-09-2019

Witness:

1. Rudresh H S
Co-founder
FilmySphere Entertainment Pvt Ltd
Bangalore

2. Gowtham R
Associate Product Marketing Manager
FilmySphere Entertainment Pvt Ltd
Bangalore

Attested



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U B D T C E College of Engg
Davangere - 577 004
27/09/19

Annexure A: Technical Areas of Collaboration - Enclosed

Annexure A: Technical Areas of Collaboration

1. Conducting short-term and long-term training programs for students of UG and PG
2. Conduction of Internship / Professional Practice for students of UG and PG completely at UBDTCE or at premises of FilmySphere Entertainment Pvt Ltd or partly at UBDTCE and partly at FilmySphere Entertainment Pvt Ltd.
3. Conducting the Faculty Development Program (FDP) / Short Term Training Programs (STTPs) for Faculty at premises of UBDTCE.
4. Technical Assistance for UG and PG students' projects.
5. Submission R&D project proposals jointly to the sponsoring agencies and execution of the same.
6. Mutual exchange of expertise for the collaborative projects and consultancy works.

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Udavangere - 577 004
27/09/19 



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प्रारूप 1
पंजीकरण प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U74900KA2013PTC072701

2013 - 2014

मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स

FilmySphere Entertainment Private Limited

का पंजीकरण, कम्पनी अधिनियम 1956 (1956 का 1) के अंतर्गत आज किया जाता है और यह कम्पनी प्राइवेट लिमिटेड है।

यह निगमन-पत्र आज दिनांक चौबीस दिसम्बर दो हजार तेरह को बेंगलूर में जारी किया जाता है।

Form 1
Certificate of Incorporation

Corporate Identity Number : U74900KA2013PTC072701

2013 - 2014

I hereby certify that FilmySphere Entertainment Private Limited is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the company is private limited.

Given at Bangalore this Twenty Fourth day of December Two Thousand Thirteen

Digitally signed by
Mahalaxmi K
Date: 2013.12.24 17:45:17
GMT+05:30

Registrar of Companies, Karnataka

कम्पनी रजिस्ट्रार, करनाटका

*Note: The corresponding form has been approved by K GEETHA MAHALAKSHMI, Assistant Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006. The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

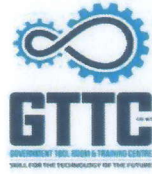
FilmySphere Entertainment Private Limited

#18, First Floor, Shri Vardhana Mansion,, 80 Feet Road, Srinivasanagar, B.S.K 1st Stage,

Bangalore - 560050,

Karnataka, INDIA





MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**University BDT College of Engineering,
Davangere**

&

**Government Tool Room & Training Centre,
Harihar**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the '**MOU**') is entered into on the 18th day of August Two Thousand Twenty One (18/08/2021).

BETWEEN

University B.D.T College of Engineering (UBDTCE), Davangere, having its office at Hadadi Road, Post Box No.304, Davangere-577 004, the First Party represented herein by Dr. Mallikarjun S. Holi, the Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

Government Tool Room & Training Centre (GTTC), whose registered address is at plot no. 22 C & D, KIADB, Industrial Area, Harlapura, Harihar-577 602, the Second Party represented herein by **Sri. Lakshmana Naik S**, the Principal (hereinafter referred as 'Second Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties', and individually as 'Party')

1. OBJECTIVES OF THE MOU

The objectives of this MOU are:

- a. To promote interaction between **UBDTCE** and **GTTC** in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between **UBDTCE** and **GTTC**.

2. PROPOSED MODES OF COLLABORATION

UBDTCE and **GTTC** propose to collaborate through:

- a. Sponsoring / supporting student Projects / Internships in Four year BE and Two Year Master's Degree Programs.
- b. Sponsoring R&D projects, this may be carried out wholly at **UBDTCE** or at premises of **GTTC** or partly at **UBDTCE** and partly at **GTTC**.
- c. Any other appropriate mode of interaction agreed upon between **UBDTCE** and **GTTC**.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "R&D Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. In their own existing facilities: The performance of R&D individually by each Party or concurrently by Parties in mixed groups at their own facilities with regular exchange of results.
- b. In a separate R&D facility: The performance of research by the technical personnel of Parties working together in the facilities of Party or in mixed groups at the facilities supported/sponsored by either Party.
- c. Third parties: The performance of R&D by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between **UBDTCE** and **GTTC** will be as set out in Annexure - A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each of the research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered, etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party,
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire **Five** years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE


This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

UBDTCE, Davangere

By:

 18/08/2021

Name: **Dr. Mallikarjun S Holi**

Principal


University B D T College of Engineering
The Constituent College of VTU, Belagavi)
Davangere - 577004

Date : 18.08.2021

On behalf of

GTTC, HARIHAR

By:

 18.8.2021

Name: **Sri. Lakshmana Naik S**

Title: **Principal, GTTC**

Date 18.08.2021

Witness:


 18/08/21

1. **Dr. Irappa Sogalad**

Professor and Chairman

3. **Dr. S B Mallur**

Professor

 18-08-2021

Witness:

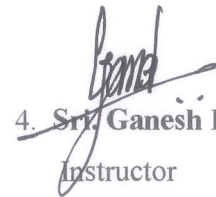


2. **Sri. Shivakumar K S**

Foreman

4. **Sri. Ganesh D**

Instructor



Annexure A: Technical Areas of Collaboration

1. Conducting a training program for students at company premises during vacation.
2. Conduction of Internship / Professional Practice for Students of UG/PG completely at UBDTCE, Davanagere or at GTTC, HARIHAR or Partly at UBDTCE, Davanagere or at GTTC, HARIHAR
3. Arranging Industrial visits for UG/PG Students with joint effort.
4. Conducting the Faculty Development Program (FDP) / Short Term Training Program (STTP) for Faculty at UBDTCE, Davanagere.
5. Technical Assistance for UG/PG student projects between **UBDTCE, Davanagere** and **GTTC, HARIHAR,**
6. Submission of R&D Project Proposals jointly to the sponsoring agencies and execution of the same.
7. Mutual exchange of expertise for the collaborative, consultancy and R&D works.



University B.D.T. College of Engineering
Davangere-577005, Karnataka, India

(A Constituent College of Visvesvaraya Technological University, Belagavi)

Phone: +91-8192-233414 Fax: +91-8192-233412 Web: www.ubdtce.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

University BDT College of Engineering, Davangere
(A Constituent College of VTU, Belagavi)

AND

IdeaCarve Technologies Pvt Ltd, Vishweshwarya Layout,
Bengaluru

This agreement made and entered into on this Tuesday, 24th September, of 2019 between **University BDT College of Engineering (UBDTCE), Davangere-577004, Karnataka**, an Institute approved by AICTE, New Delhi and a Constituent College of Visvesvaraya Technological University, Belagavi, with the Company **IdeaCarve Technologies Pvt Ltd** with its registered office at **Vishweshwarya Layout, Bengaluru-12**.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. To promote interaction between UBDTCE and IdeaCarve Technologies Pvt Ltd in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between UBDTCE and IdeaCarve Technologies Pvt Ltd.

2. PROPOSED MODES OF COLLABORATION

UBDTCE and IdeaCarve Technologies Pvt Ltd propose to collaborate through

- a. Sponsoring student projects / Internships in Four year BE and Two Year Master's Degree Programs.

- b. Sponsoring R&D projects, which may be carried out wholly at UBDTCE or at premises of IdeaCarve Technologies Pvt Ltd or partly at UBDTCE and partly at IdeaCarve Technologies Pvt Ltd.
- c. Any other appropriate mode of interaction agreed upon between UBDTCE and IdeaCarve Technologies Pvt Ltd.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate Research and Development Facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between UBDTCE and IdeaCarve Technologies Pvt Ltd will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party,
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire FIVE years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

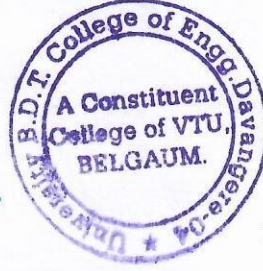
12. SIGNED IN DUPLICATE

PHI

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of
UBDTCE, Davangere



on behalf of
IdeaCarve Technologies Pvt Ltd,
Bangalore

By : 
Name : Dr. SHIVAPRASAD B. DANDAGI

By : 
Name : GANESH H S

Title : Principal, UBDTCE, Davangere

Title : Co-founder

Date : 24-09-2019


Date : 24-09-2019


Witness: 
24-09-2019

Witness: 

1. Dr B N Veerappa
Associate Professor & Chairman
Dept. Of Studies in CS&E
UBDTCE, Davanagere

1. Rudresh H S
Co-founder
IdeaCarve Technologies Pvt Ltd
Bangalore


2. Smt Kavita G
Asst. Professor
Dept. Of Studies in CS&E
UBDTCE, Davanagere


2. Gowtham R
Associate Product Marketing Manager
IdeaCarve Technologies Pvt Ltd
Bangalore

Annexure A: Technical Areas of Collaboration - Enclosed

Annexure A: Technical Areas of Collaboration

1. Conducting short-term and long-term training programs for students of UG and PG
2. Conduction of Internship / Professional Practice for students of UG and PG completely at UBDTCE or at premises of IdeaCarve Technologies Pvt Ltd or partly at UBDTCE and partly at IdeaCarve Technologies Pvt Ltd.
3. Conducting the Faculty Development Program (FDP) / Short Term Training Programs (STTPs) for Faculty at premises of UBDTCE.
4. Technical Assistance for UG and PG students' projects.
5. Submission R&D project proposals jointly to the sponsoring agencies and execution of the same.
6. Mutual exchange of expertise for the collaborative projects and consultancy works.

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, करनाटका

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U72200KA2010PTC055912

मैसर्स IdeaCarve Software Development Private Limited

के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
IdeaCarve Software Development Private Limited

जो मूल रूप में दिनांक उन्नीस नवम्बर दो हजार दस को कम्पनी अधिनियम, 1956 (1956 का 1) के अंतर्गत मैसर्स
IdeaCarve Software Development Private Limited

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों के अनुसार विधिवत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.6.1985 एस्.आर.एन B76557248 दिनांक 15/06/2013 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
IdeaCarve Technologies Private Limited

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र बेंगलूर में आज दिनांक पंद्रह जून दो हजार तेरह को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Karnataka

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number : U72200KA2010PTC055912

In the matter of M/s IdeaCarve Software Development Private Limited

I hereby certify that IdeaCarve Software Development Private Limited which was originally incorporated on Nineteenth day of November Two Thousand Ten under the Companies Act, 1956 (No. 1 of 1956) as IdeaCarve Software Development Private Limited having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN B76557248 dated 15/06/2013 the name of the said company is this day changed to IdeaCarve Technologies Private Limited and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given at Bangalore this Fifteenth day of June Two Thousand Thirteen.

Validly unknown
Digitally signed by Seema Mahalingam
Date: 2013.06.15 14:53:23
GMT+05:30

Registrar of Companies, Karnataka

कम्पनी रजिस्ट्रार, करनाटका

*Note: The corresponding form has been approved by A SEHAR PONRAJ, Deputy Registrar of Companies and this certificate has been digitally signed by the Registrar through a system generated digital signature under rule 5(2) of the Companies (Electronic Filing and Authentication of Documents) Rules, 2006.

The digitally signed certificate can be verified at the Ministry website (www.mca.gov.in).

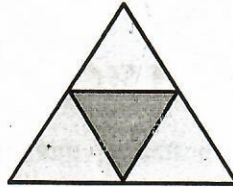
कम्पनी रजिस्ट्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का पता :

Mailing Address as per record available in Registrar of Companies office:

IdeaCarve Technologies Private Limited
#18, 1ST FLOOR, SHRI VARDHANA MANSION, 80 FT ROAD, SRINIVASANAGAR,
BANASHANKARI 1ST STAGE,
BANGALORE - 560050,
Karnataka, INDIA



Department of Studies in Mechanical Engineering
University B.D.T College of Engineering, Hadadi Road, Post Box No.304, Davangere-577 004



J I T Technologies



MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

**University BDT College of Engineering
Davangere**

&

**J I T Technologies
Bengaluru**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter called as the 'MOU') is entered into on the 01st day of March Two Thousand Twenty One (01/03/2021).

BETWEEN

University B.D.T College of Engineering (UBDTCE), Davangere, having its office at Hadadi Road, Post Box No.304, Davangere-577 004, the First Party represented herein by **Dr. Mallikarjun S. Holi**, the Principal (hereinafter referred as 'First Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

J I T Technologies (JIT), whose registered address is at plot no. 7/73, 19th Cross, DIA Main Road, Doddanna Industrial Area, Near Peenya 2nd Stage, Bengaluru-560 058, the Second Party represented herein by **Sri. Jithendra Kumar** the CEO (hereinafter referred as 'Second Party', the institution which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(First Party and Second Party are hereinafter jointly referred to as 'Parties', and individually as 'Party')

1. OBJECTIVES OF THE MOU

The objectives of this Memorandum of Understanding are:

- a. To promote interaction between **UBDTCE** and **JIT** in mutually beneficial areas.
- b. To provide a formal basis for initiating interaction between **UBDTCE** and **JIT**.

2. PROPOSED MODES OF COLLABORATION

UBDTCE and **JIT** propose to collaborate through:

- a. Sponsoring student projects / Internships in Four year BE and Two Year Master's Degree Programs.
- b. Sponsoring R&D projects, this may be carried out wholly at **UBDTCE** or at premises of **JIT** or partly at **UBDTCE** and partly at **JIT**.
- c. Any other appropriate mode of interaction agreed upon between **UBDTCE** and **JIT**.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "R&D Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. In their own existing facilities: The performance of R&D individually by each Party or concurrently by Parties in mixed groups at their own facilities with regular exchange of results.
- b. In a separate R&D facility: The performance of research by the technical personnel of Parties working together in the facilities of one Party or in mixed groups at the facilities supported/sponsored by either Party.
- c. Third parties: The performance of R&D by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between UBDTCE and JIT will be as set out in Annexure - A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each of the research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
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8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire Five years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 30 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.

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It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

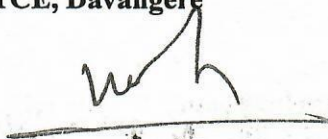
On behalf of

on behalf of

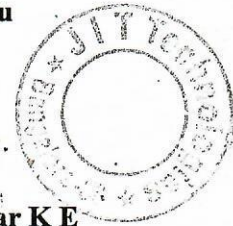
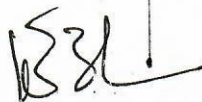
UBDTCE, Davangere

COMPANY, Bengaluru

By:



By:



Name: **Dr. Mallikarjun S Holi**
Principal

Name: **Jithendra Kumar K E**

University B D T College of Engineering
(A Constituent College, UBD, Bangalore)
Davangere - 577004

Title: **Managing Partner, JIT**

Date : **01.03.2021**

Date: **01.03.2021**

Witness:

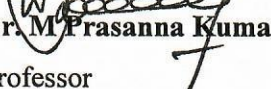



Witness:



Dr. Irappa Sogalad
D.M.E., B.E., M.Tech., Ph.D., MISTE., MQCFI
1. **Dr. Irappa Sogalad**
Professor and Chairman
Dept. of Mechanical Engineering
University BDT College of Engineering
Davangere-577 004.

1. **Sumithra N**
H R Manager


2. **Dr. M Prasanna Kumar**
Professor


2. **Gourav Mithare**
Design Engineer

Annexure A: Technical Areas of Collaboration

1. Conducting training programs for students at company premises during vacation.
2. Conduction of Internship / Professional Practice for Students of UG/PG completely at **UBDTCE, Davanagere** or at **JIT, Bengaluru** or Partly at **UBDTCE, Davanagere** or at **JIT, Bengaluru**
3. Arranging Industrial visits for UG/PG Students with joint effort.
4. Conducting the Faculty Development Program (FDP) / Short Term Training Program (STTP) for Faculty at UBDTCE, Davangere.
5. Technical Assistance for UG/PG student projects between **UBDTCE, Davangere** and **J I T Technologies, Bengaluru**
6. Submission of R&D Project Proposals jointly to the sponsoring agencies and execution of the same.
7. Mutual exchange of expertise for the collaborative, consultancy and R&D works.



University B.D.T. College of Engineering

Davangere-577005, Karnataka, India

(A Constituent College of Visvesvaraya Technological University, Belagavi)

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MEMORANDUM OF UNDERSTANDING

BETWEEN

University BDT College of Engineering, Davangere

(A Constituent College of VTU, Belagavi)

AND

VRQUIN, HSR Layout, Bengaluru

This agreement made and entered into on this Friday, 20th September, of 2019 between **University BDT College of Engineering (UBDTCE), Davangere-577004, Karnataka**, an Institute approved by AICTE, New Delhi and a Constituent College of Visvesvaraya Technological University, Belagavi, with the Company **VRQUIN** with its registered office at **HSR Layout, Bengaluru-12**.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- To promote interaction between UBDTCE and VRQUIN in mutually beneficial areas.
- To provide a formal basis for initiating interaction between UBDTCE and VRQUIN.

2. PROPOSED MODES OF COLLABORATION

UBDTCE and VRQUIN propose to collaborate through

- Sponsoring student projects / Internships in Four year BE and Two Year Master's Degree Programs.
- Sponsoring R&D projects, which may be carried out wholly at UBDTCE or at premises of VRQUIN or partly at UBDTCE and partly at VRQUIN.
- Any other appropriate mode of interaction agreed upon between UBDTCE and VRQUIN.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

Attested

PRINCIPAL

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Davangere - 577005

27/09/19

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate Research and Development Facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between UBDTCE and VRQUIN will be as set out in Annexure A.

5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. The nature, scope and schedule of the research collaboration.
- b. The form of the research collaboration.
- c. The estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. The treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. Other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

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6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
- Is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - Is already known or become known to the receiving party
 - Is received from a third party having no obligations of confidentiality to the disclosing party,
 - Is independently developed by the receiving party; or
 - Is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

This MOU, unless extended by mutual written agreement of the parties, shall expire - FIVE years after the effective date specified in the opening paragraph. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered in pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

Attested

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25/10/19

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10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

UBDTCE, Davangere



on behalf of

COMPANY

By :

By :

N. R. Tigadi

Name : Dr. SHIVAPRASAD B. DANDAGI

Name : NIVEDITA R. TIGADI

Title : Principal, UBDTCE, Davangere

Title : Chief Operating Officer (COO)

Date : 20-09-2019

Date : 20-09-2019

Witness:

1. Dr. Mallikarjun S. Holi -
Professor & Chairman
Dept. of E&IE, UBDTCE, Davangere

20/9/19

Witness:

1. Chandrakanth P. Donagan
VRQV in 21st main, Sector 2
HSR Layout, Bangalore - 560102
Chandrakanth P.P.

2. Smt. S. A. Pushpalatha -
Assistant Professor
Dept. of E&IE, UBDTCE, Davangere

20/9/19

2. Akshata. C. Hatti
VRQV in 21st main, Sector 2
HSR Layout, Bangalore - 560102
Akshata. C. H

Annexure A: Technical Areas of Collaboration - Enclosed

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Annexure A: Technical Areas of Collaboration

1. Conducting short-term and long-term training programs for students of UG and PG
2. Conduction of Internship / Professional Practice for students of UG and PG completely at UBDTCE or at premises of VRQUIN or partly at UBDTCE and partly at VRQUIN.
3. Conducting the Faculty Development Program (FDP) / Short Term Training Programs (STTPs) for Faculty at premises of UBDTCE.
4. Technical Assistance for UG and PG students' projects.
5. Submission R&D project proposals jointly to the sponsoring agencies and execution of the same.
6. Mutual exchange of expertise for the collaborative projects and consultancy works.

Attested

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Davangere - 577 004
29/04/19