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ಶೇಖರ ಉಪನಿರ್ದೇಶಕರು
ಕರ್ನಾಟಕ (ಜಯನಗರ)
ಬೆಂಗಳೂರು

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is executed on this 22nd May 2019 by and between:

Ampere Vehicles Pvt Ltd, a company incorporated under the companies Act, 1956 and having its registered office at 150/1B, NanthavanaThottam, Kannampalayam, Coimbatore, Tamilnadu-641402 (hereinafter referred to as "AMPVL") which expression shall unless repugnant to the context or meaning thereof, mean and include its successors in interest and permitted assigns of one part;

And

R.V. College of Engineering, an Institution recognized by and affiliated to Visvesvaraya Technological University, Belgaum, organized and existing under the laws of India and having its principal address at R.V. College of Engineering, Mysore Road, R V Vidyaniketan Post, Bangalore – 560059 (hereinafter referred as "RVCE") which expression shall unless repugnant to the context or meaning thereof, mean and include its administrators, representatives, trustees of the other part.

AMPVL & RVCE shall hereinafter collectively be referred to as the "Parties" and individually each a "Party".

RECITALS:

1. AMPVL is a company engaged in the business of Design, Development, manufacturing and supply of E-Vehicles.
2. RVCE is engaged in imparting higher education and conducting research projects on technological developments based on the requirements of various companies and institutions.
3. AMPVL is interested to carry out research projects, study projects, design, engineering or development projects, technology development projects, in the areas of interests of AMPVL.



4. RVCE has represented to AMPVL that it has the requisite skills, experience, knowledge and resources to undertake the research projects for AMPVL, based on the requirements of AMPVL.
5. Based on the representations, AMPVL has agreed to engage and RVCE has agreed to undertake the research project based on the requirements of AMPVL.

NOW THE PARTIES MUTUALLY AGREE ON THE FOLLOWING TERMS AND CONDITIONS:

1. Definitions:

- i) **“Affiliates”** shall in relation to AMPVL mean and include the subsidiary company/ies and parent company/ies of AMPVL and its other group companies.
- ii) **“Confidential Information”** shall mean and include without limitation all information relating to the Pre-existing IP of AMPVL and its Affiliates and Foreground IP that may be generated under this MOU, the Deliverables and other sensitive and proprietary information of AMPVL and its Affiliates including but not limited to documents, drawings, plans, technical, technological, commercial, financial, data, components and the like which contain know how and experience which are beyond the state of the art and which may be patentable, whether in writing, orally or by any other means or of such confidential nature that if divulged will adversely affect AMPVL and its Affiliates.
- iii) **“Deliverables”** shall mean the research results whether in the form of drawings, documents, reports, CAD data, prototype, know-how and software program developed during the term of this MOU and under the research project.
- iv) **“Intellectual Property”** shall mean copyright, patent, design patent, registered designs, design rights, trademarks, service marks, any report or any presentation or paper, an application for any of these or rights to apply for the same, trade secrets, know-how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and property rights and other similar protected rights in any country and any licenses under or in respect of such rights.
- v) **“Pre-existing Intellectual Property”** shall mean the Intellectual Property of AMPVL and its Affiliates created or acquired by AMPVL and its Affiliates before the execution of this MOU.
- vi) **“Foreground Intellectual Property”** shall mean the Intellectual Property which has been generated during the term of the MOU as a result of the research project.

2. Purpose of the MOU:

Under this MOU, RVCE shall undertake the research project for AMPVL based on the requirement of AMPVL. RVCE shall complete the research project within the time period agreed by the Parties and as mentioned in Section 3 of this MOU.



3. Details of Activities under this MOU

a. **Internship and Final Year Projects:**

AMPVL will offer Internship and final year projects to RVCE for their Undergraduate, Postgraduate, PhD students or Consultancy Projects. The details of projects will be given by AMPVL to RVCE in a separate "Project Offer" letter. Project offer letter will contain the information like – Project title, list of student to be working on project, guide from RVCE, AMPVL mentors/guide, scope of work, Responsibilities, Deliverables, Project duration, Funding details if any, Payment terms, Certificates and prize in case of extraordinary performance results.

Time to time, whenever there are new projects offered to RVCE, a "Project offer" letter will be issued by AMPVL. Such Project Offer Letter shall form an integral part of this MOU and shall at all times be read in conjunction with the Agreement.

Internship students would be considered for absorption into the Company based on their performance during internship.

b. **Campus recruitment referred through placement:**

Initial screening of the students to be done at the campus - EEE, ECE, Mech, CH, IEM Domains by RVCE. AMPVL will interview and select the shortlisted students based on needs.

c. **Training Program:**

Training program needs to be initiated for the faculty and to the students in AMPVL, in the Center of E- Mobility provided by RVCE.

d. **Short Term Consultancy projects:**

Problem statements need to be given by AMPVL, on which the students & Faculty of the RVCE will work on. Time line for each of the problem statements would be discussed and concluded mutually.

e. **Long Term R & D Projects:**

Problem statements need to be given by AMPVL, on which the students & Faculty of the RVCE will work on a long term project basis and the time line for completion would be discussed and arrived mutually

f. **Business Model Development:**

AMPVL looks at students to carry out business model innovation (Market study) and also Students having in-depth knowledge in IPR to carry out patent writing.

g. **Guest Lectures:**

Based on RVCE request, AMPVL may deliver guest lectures on general Engineering topics, for RVCE students and/or Professors.

h. **Curriculum Design:**

Based on RVCE request, AMPVL may give their inputs that may be helpful for RVCE to design course curriculum



4. Terms of MOU:

This MOU shall be effective from 17th April 2019 and shall be valid for a period of 2 years from the effective date. This MOU shall come to an end by efflux of time upon the expiry of the term of the MOU unless terminated earlier by the Parties in accordance with the provisions of section 9 of the MOU. This MOU may be renewed by the parties on mutually agreed terms and conditions.

5. Confidentiality:

- i) During the term of the MOU or during the research project, AMPVL may be required to disclose to or give access to RVCE, to its Confidential Information for the purpose of the research project.
- ii) RVCE agrees and undertakes to keep confidential the Confidential Information during the term of the MOU and thereafter the expiry of the MOU.
- iii) RVCE shall not disclose the Confidential Information to any third party without the prior written consent of AMPVL and/or its Affiliates to whom such Confidential Information belongs to.
- iv) RVCE shall be responsible for and shall take all reasonable measures to ensure the security of the Confidential Information for so long as that confidential information is within its control and in doing so shall ensure that it is protected from access, use or misuse, damage or destruction by any person not authorized by the Agreement to have access to it.
- v) RVCE may disclose the Confidential Information to its employees, officers, personnel, research fellows on a need to basis and RVCE shall ensure that all such employees, officers, personnel, research fellows to whom the Confidential Information is disclosed, execute a confidentiality undertaking containing confidentiality obligations corresponding to the confidentiality obligations contained herein in this MOU.
- vi) RVCE shall not copy, decompile, reverse engineer the Confidential Information or exploit it for commercial purpose. RVCE shall use the Confidential Information only for the purpose of the research project to be undertaken under this MOU.
- vii) Upon expiry of this MOU or upon request from AMPVL or upon earlier termination of this MOU, RVCE shall return all Confidential Information to AMPVL and its Affiliates without retaining any copies thereof.
- viii) The confidentiality obligations contained herein shall survive post expiry or termination of this MOU for indefinite period.

6. Ownership of Intellectual Property

AMPVL and its Affiliates shall retain its unrestricted right, interest and title in the Pre-existing Intellectual Property. RVCE shall not claim any right of whatsoever nature in the Pre-existing Intellectual Property of AMPVL and its Affiliates.

All the Foreground Intellectual Property shall be exclusively owned by AMPVL and its Affiliates. RVCE Shall not have or claim any right, title or interest of whatsoever nature in the Foreground Intellectual Property.



All the employees, officer and/or research fellows who are engaged in the research project shall execute an undertaking in favour of AMPVL and its Affiliates waiving off their rights in the Foreground Intellectual Property.

RVCE shall ensure that such employees, officers and/or research fellows working on the research project execute the undertaking as mentioned above and provide AMPVL and its Affiliates a copy of such undertaking.

In the event if AMPVL and its Affiliates intend to register the Foreground Intellectual Property in its name, RVCE and the employees, officers and/or research fellows working on the research project shall provide all necessary co-operation in registering the Foreground Intellectual Property.

During the research project, if any technical paper is written by RVCE, such technical paper shall be co-authored with AMPVL and its Affiliates and the content of such paper shall be approved by AMPVL before it is published. When an opportunity for patent is seen, AMPVL file the patent even before the technical paper could be published.

RVCE shall have no right to use the Foreground Intellectual Property for any purpose whatsoever AMPVL and its Affiliates shall have the sole right to use/exploit the Foreground Intellectual Property for commercial purpose or for other purposes as it may deem fit.

7. Indemnification and limitation of liability

RVCE agrees and undertakes to indemnify AMPVL and its Affiliates from all claims, suits, losses, damages, expenses, costs, fines, penalties that AMPVL and its Affiliates may suffer or may be levied on AMPVL and its Affiliates as a result of infringement of Intellectual Property of any third party as a result of the research project, breach of confidentiality and or breach of any of the terms of this MOU.

Notwithstanding anything contrary contained herein or elsewhere, in no event shall AMPVL and its Affiliates be liable to RVCE and/or any third party for any direct and/or special, incidental, indirect and consequential losses even if AMPVL and its Affiliates have been advised of the possibility of such losses or even if AMPVL has repudiated this MOU.

8. Assignment: RVCE shall not during the term of this MOU assign its right, title or interest in this MOU to any other party without the prior written consent of AMPVL.

9. AMPVL will provide opportunity to RVCE faculty members to attend workshops, training programs and skill development training that may be conducted at AMPVL premises. RVCE and AMPVL will jointly work to impart personality development skills and soft skills to students, which will be beneficial for their professional life.

10. Termination of MOU: Either party shall have the right to terminate this MOU by giving the other Party 60 days prior written notice.



11. **Notices:** Any notices to be issued under this MOU shall be made to the address mentioned above or at such addresses as informed by the Parties.

12. **Governing Law and Dispute Resolution:**

This MOU shall be governed by the laws of India. Any disputes arising out of or in relation to this MOU shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Chennai and the language of arbitration shall be English. Each Party shall bear its respective arbitration costs.

Subject to the arbitration provisions, the courts of Chennai shall have the exclusive jurisdiction over all disputes.

13. **Agreement:**

This MOU is the complete understanding between the Parties and supersedes all prior understanding and discussions. No amendment or modification to the terms of this MOU shall be valid unless in writing and signed by the authorized signatories of the Parties.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by proper persons thereunto duly authorized.

For Ampere Vehicles Pvt. Ltd.



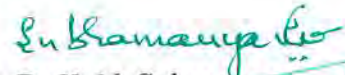
Name: Smt Hemalatha Annamalai

Title: CEO

Witness 1: 
[S. Saraswathy]

Witness 2: 
[Arun Kumar RP]

For R.V. College of Engineering

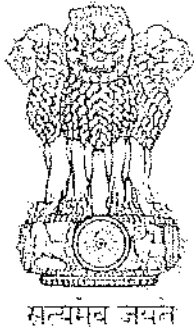


Name: Dr K. N. Subramanya

Title: Principal
Principal
RV College of Engineering
Mysuru Road
Bengaluru - 560 059

Witness 1:

Witness 2:



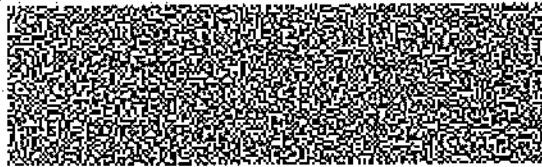
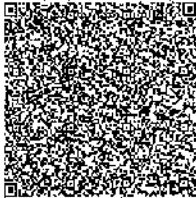
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Government of Karnataka

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 Certificate Issued Date : 09-Sep-2023 11:50 AM
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 Unique Doc. Reference : SUBIN-KAKAKSFCL0835644015041122V
 Purchased by : R V COLLEGE OF ENGINEERING
 Description of Document : Article 37 Note or Memorandum
 Description : MOU
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : R V COLLEGE OF ENGINEERING
 Second Party : TOYOTA KIRLOSKAR AUTO PARTS PVT LTD
 Stamp Duty Paid By : R V COLLEGE OF ENGINEERING
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)

SHRI BEERESHWAR CO-OP. CREDIT SOCIETY
 EXAMBA (Multi-State) - 560 060.
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MoU") is entered into on 12th September 2023 by and between:

Toyota Kirloskar Auto Parts Private Limited having its registered office at PLOT NO. 21, Bidadi Industrial Area, Ramanagara Taluk, Bidadi, Karnataka 562109, India (hereinafter referred to as "TKAP", which term shall mean and include its successors and assigns), Represented by Mr Tabrez Ahmed - Vice President & Director, Toyota Kirloskar Auto Parts Private Limited.

AND

RV College of Engineering, located at 8th Mile, Mysore Road, Bengaluru-560059 (hereinafter referred to as "RVCE") an Autonomous Institution affiliated to VTU, Belagavi and represented by its Principal, Dr. K.N. Subramanya



For conducting of **Training on Power BI: Data Analytics and Visualization**

Each of RVCE and TKAP may also hereinafter be individually referred to as the "Party" or collectively as the "Parties".

The Term of this MoU shall be for a period of **Two (2) years commencing from 1st September 2023** and may be renewed for additional periods as may be mutually agreed between the Parties.

WHEREAS

- A. WHEREAS, Toyota Kirloskar Auto Parts Private Limited is engaged in the manufacturing of auto components and components.
- B. WHEREAS, the RVCE is engaged in educational service.
- C. AND WHEREAS, TKAP and RVCE, under this MoU have collaborated to conduct training programmes for the employees of TKAP on a regular basis.

This MoU sets down the mutually agreed broad framework for collaboration and related training and consultancy activities in different fields of mutual interest. It also incorporates the modalities for collaboration.

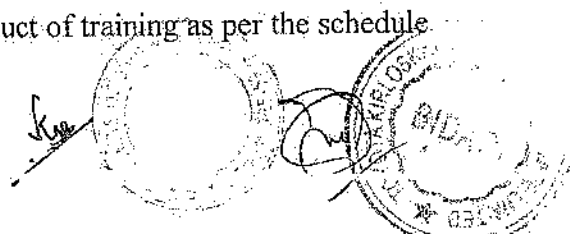
NOW THEREFORE, in consideration of the premises hereto and the mutual covenants herein set forth, the Parties hereto agree as follows:

I. MOU Objectives / Scope

- a. Content development for training in cutting edge technologies such as Power BI: Data Analytics and Visualization training
- b. Deliver the training as per mutually convenient schedules
- c. Certification provided by RVCE for the participants

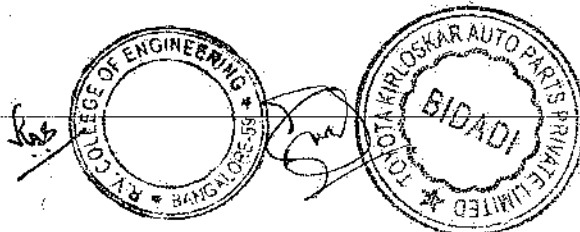
II. Roles and Responsibilities

- a. Roles and Responsibilities of TKAP
 - i. Identify the training areas, participants, and schedule of training
 - ii. Facilitation for conducting the training
- b. Roles and Responsibilities of RVCE
 - i. Conduct of training as per the schedule



between the coordinators of both Parties shall be reduced to writing and signed between the Parties in reference to this MoU.

- c. **Use of Marks and Logos** – Neither Party may use the name, trademarks or logos of the other Party without the other Party's consent. Any consent required may be given, withheld or made subject to conditions in the relevant Party's sole and unfettered discretion. If seeking consent under this clause, the Party must provide written details of the proposed use of the other Party's name, trademarks, or corporate logos to the other Party.
- d. **Waiver** – No waiver of any provision of this MoU shall be effective unless executed in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this MoU, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.
- e. **Confidentiality Undertaking:** Both parties undertake that any documents, details, information, specifications, or any other communication concerning to the Parties, disclosed or provided by either party shall be kept confidential and shall not disclose to any third party.
- f. **Force Majeure Claim:** Neither Party shall be liable for any failure to perform its obligations hereunder to the extent that such performance has been delayed, hindered or prevented by any circumstances beyond the control of that Party. Where a cause beyond the control of the Parties concerned arises, the obligations of the Parties hereunder shall be suspended until the termination of such circumstances whereupon the obligations of the Parties shall be resumed within a reasonable time.
- g. **Counterparts:** This Agreement shall be executed in two counterparts, each of which shall be deemed as original, but all of this together shall constitute one and the same instrument.
- h. **Anti-Bribery Anti-Corruption practices:** The Parties shall, in connection with this Agreement, comply with all applicable anti-bribery/corruption laws and regulations.



III. Faculty Coordinators

- a. Dr Anala M R and Prof Poornima K (Information Science and Engineering)
- b. Dr Anupama Kumar S and Dr Divya T L (Master of Computer Applications)
- c. Dr Vijayalaksmi M N (Artificial Intelligence and Machine Learning)

IV. Funding and Financial Arrangements

- a. Three-day training on "Power BI: Data Analytics and Visualization ": INR 1,50,000/- + GST (18%)
- b. One day training on "Power BI: Data Analytics and Visualization ": INR 50,000/- + GST (18%).

The financial arrangements agreed above is for the scope as mentioned in clause I above. Based on revision in scope, cost of training will be separately discussed and agreed upon.

V. Payment terms:

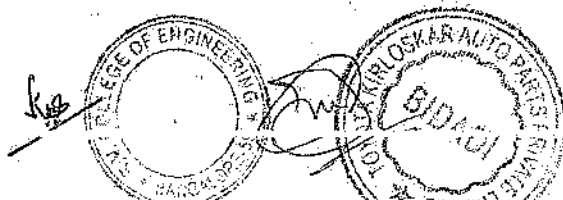
- a. RVCE shall raise invoice as per the requirements of GST Act and rules made thereunder.
- b. TKAP hereby agrees to pay RVCE within 30 days from the date of invoice after deducting applicable taxes, at the prevailing applicable rates.

VI. Termination

During the tenure of the MoU, either Party can terminate the MoU by giving Two (2) months' notice in writing to the other Party. In the event of termination of MoU, the rights and obligations of the Parties thereto shall be settled by mutual discussion. This MoU shall also be terminated by mutual MoU amongst the Parties, if it becomes apparent that the proposed concept is not feasible.



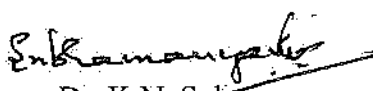
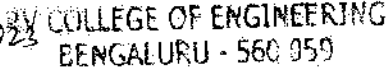
VII. General

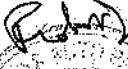

- a. **Amendments** – Any modifications or amendments to this MoU shall be valid only if they are made in writing and duly signed by authorized representatives of both the Parties of this MoU.
- b. **Entire Understanding** – This MoU sets forth the complete MoU of the Parties concerning the subject matter hereof. No claimed oral MoU in respect thereto shall be considered as any part hereof. All subsequent understandings finalized



- i. **Data Protection obligations:** The Parties shall, in connection with this Agreement, comply with all applicable data privacy and personal data protection laws and regulations. All personal data collected under this Agreement shall be processed in accordance with Digital Data Protection law requirements.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorised representatives, have caused this Memorandum of Understanding to be executed the day, month and year first above written.

| For Company | For Institute |
|--|--|
|  Name: Fabrez Ahmed Designation: Vice President & Director Date: 13/09/2023 Location: Bidadi  |  Name: Dr. K.N. Subramanya Designation: Principal Date: 12/9/2023 Location: Bengaluru  |



Place: Bengaluru
Date:



RV College of
Engineering®



**MEMORANDUM OF
UNDERSTANDING**

BETWEEN

R V COLLEGE OF ENGINEERING,

BENGALURU

AND

SWASTH CONSULTING,

BENGALURU

4th JANUARY 2024



RV College of
Engineering



MEMORANDUM OF UNDERSTANDING

PARTIES

- This Memorandum of Understanding (hereinafter referred to as the "Agreement") is entered into on 30th July 2023 (the "Effective Date"); by and between

SWASTH CONSULTING with an address of 926, Kembattahally BDA layout, Beside Dwaraka layout, Anjanapura JP Nagar 9th Phase, Bengaluru (Bangalore) Urban, Karnataka, 560083, (hereinafter referred to as the "AGENCY"),

and **R V College of Engineering**, with an address of R V Vidyanikethan Post, Mysuru Road, Bengaluru - 560 059, (hereinafter referred to as the "INSTITUTE")

(and both collectively referred to as the "Parties").

PURPOSE

- The purpose of this MOU is to establish a cooperative relationship between The Institute and The Agency to promote mutual collaboration and achieve shared goals through conducting...

 1. Short term programs like Joint Faculty Development programs for the teaching and non-teaching faculty of the Institute and other similar institutions
 2. Short term programs like Training and certification programs for the students and industry professionals jointly conducted by the Parties
 3. Long term programs like joint consulting projects delivering value added services like training and guidance in the area of Manufacturing management for industry clients.

RESPONSIBILITIES OF THE PARTIES

- In fulfilling the afore mentioned purpose

 1. The Agency will understand the needs of the target participants and develop the suitable training methods and learning material required to deliver the program, including but not limited to, power point presentations, case studies, exercises, games, videos and roleplays.
 2. The Institute and the Agency will do all the necessary promotion and advertisement in reaching and promoting the programs to students, faculty, industries and industrial associations.
 3. The Institute will organize the programs by providing the necessary infrastructure including but not limited to the Training room, Labs, Stationaries, Projectors and other electronic devices.
 4. The Agency and the Institute will deliver the program to the participants through their faculty within the defined scope of each program. Wherever necessary, the Agency will

[Signature]

[Signature]



conduct the necessary tests or exercises for the participants and come up with evaluation and scores to assess the knowledge gained through the program.

5. The Institute will provide the participants the printed hard copy of the learning material developed by the agency. The Agency will take the responsibility of printing the certificates for participants in learning programs that are offered as a certification course.
6. The Institute will charge and collect fees from the individual participants or the companies or colleges they represent, for their participation in the programs organized by the institute. The fees collected will be inclusive of the Goods and Services tax.
7. Wherever highlighted through feedback from the program participants or the project clients, the Agency and the Institute shall work on improving the customer experience by making necessary changes or improvements in their part of the responsibilities afore mentioned here.

CONFIDENTIALITY

- The Parties agree to keep all information (whether oral, written, visual or otherwise, hard or soft copy) provided to each other or their affiliate(s) as highly confidential. The Parties agree that they will not, at any time, whether during the Term of this Agreement or after its termination, disclose to any person or Business any confidential information shared with each other, whether obtained during or incidental to the performance of their responsibilities and services under this Agreement.

REVENUE SHARING

- The parties agree to share the revenue generated from FEES COLLECTED from the afore mentioned programs and projects as mentioned here.
- The Institute shall be entitled to [50%] of the gross revenue generated, and Agency shall be entitled to [50%] of the gross revenue generated. The revenue share of the Agency shall be calculated at the end of each short-term program and on a monthly basis for each long-term programs.
- All out-of-pocket expenses such as outstation travel, stay, etc. incurred by the Agency, as part of this program or project, if any, would be borne by the Institute. Similarly charges for any other services including application development, media buy, purchase of licensed images, trainings and content, etc. if applicable, will be charged extra on the Institute. Such out of pocket expenses will be incurred by the Agency only after specific approval from the Institute.
- Accordingly at the end of each program or on a monthly basis, the Agency will raise a Tax invoice inclusive of Goods and Service Tax on the Institute for the receipt of the share of revenue and additional cost as afore mentioned if any, and the payment shall be made by the Institute within [Seven] days from the date of invoice generation.

[Signature]

[Signature]



RV College of
Engineering



REPORTING AND RECORDS:

- The Institute shall provide detailed and accurate reports of the revenue generated from the activity to the Agency on a monthly basis or as and when required. Both parties shall maintain transparent and accessible records related to the revenue sharing arrangement for a minimum of time period of [three] years.

AMENDMENTS

- This agreement may be amended or modified only in writing and signed by both parties. As such, any amendments made by the Parties will be applied to this Agreement.

TERM

- This Agreement shall remain in full force and effect from the date of execution of this Agreement until 12 months from the **Effective Date**, unless extended further by mutual agreement of the Parties ("Term").
- Either party may terminate this agreement by providing thirty days written notice to the other party. Except as otherwise provided for herein, the rights and obligations of the Parties shall terminate upon expiry or early termination of this Agreement.

GOVERNING LAW

- This Agreement and the revenue sharing clause shall be governed by and construed in accordance Indian laws. In the event of any dispute, claim or matter arising from any provisions of this Agreement the matter may be referred by either Party for resolution exclusively before the competent courts in Bengaluru.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.







LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one Party's negligence or breach.

SEVERABILITY

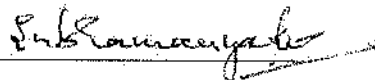
- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

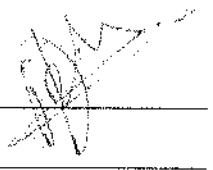
SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Name: Dr. K.N. Subramanya
Principal
RV College of Engineering, Bengaluru

Name: Nikhil S
Proprietor
Swasth Consulting, Bengaluru

Signature: 

Signature: 

Date: 04-01-2024

Date: 04-01-2024



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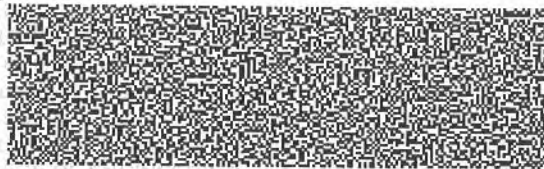
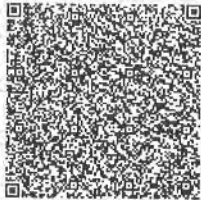
Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA65906668344177V
Certificate Issued Date : 24-Aug-2023 01:56 PM
Account Reference : NONACC/ kakscsa08/ BTM LAYOUT/ KA-JY
Unique Doc. Reference : SUBIN-KAKAKSCSA0806129001974110V
Purchased by : DECIBELS LAB PRIVATE LIMITED
Description of Document : Article 37 Note or Memorandum
Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : R V COLLEGE OF ENGINEERING
Second Party : DECIBELS LAB PRIVATE LIMITED
Stamp Duty Paid By : DECIBELS LAB PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)

सत्यमेव जयते



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MEMORANDUM OF UNDERSTANDING

TO OFFER 6 MONTH JOINT CERTIFICATE COURSE ON ELECTRIC VEHICLE TECHNOLOGY

This Memorandum of Understanding (hereinafter referred to as MOU) is made at Bengaluru. On this Date/Month/Year hereinafter referred to as the commencement date, between R V College of Engineering

Statutory Alert:

1. The authenticity of the Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
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 genuineness on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.



Sj's-D

(hereinafter referred to as the RVCE) Mysore Road, Bengaluru-560059 India; the party of the first part and Decibels Lab Private Limited (hereinafter referred to as the DB), registered at #2362, 24th Main Rd, 1st Sector, HSR Layout, Bengaluru, Karnataka 560102 India, as the party of the second part.

Decibels Lab Pvt Ltd, (herein referred to as DB)

Decibels Lab Pvt Ltd is a Government of India recognised start-up under start-up India scheme, winner of Government of Karnataka, Elevate Grant - 2021 to establish nodal EV training centre in Karnataka.

DB was founded in 2019 with the Vision: To become a globally reputed institution of talent building and offer the best skill sets on emerging technologies. DB has over 36000+ learners from 15+ countries & offers over 26+ sector specific courses to help individuals to develop professional skills for immediate employment.

DB is registered at #2362, 24th Main Rd, 1st Sector, HSR Layout, Bengaluru, Karnataka 560102

R.V. College of Engineering (herein referred to as RVCE)

RVCE is a globally reputed institution, ranked in the top of list among best institutions in the country was established in 1963 with three engineering branches namely Civil, Mechanical and Electrical, today RVCE offers 12 Under Graduate Engineering programmes, 16 Master Degree programmes and Doctoral Studies. Located 13 km from the heart of Bangalore City – the Silicon Valley of India, on Mysore Road. Sprawling campus spread over an area of 16.85 acres and set in sylvan surroundings. Provides an ideal ambience to stimulate the teaching-learning process, helping in bringing out skilled and disciplined Engineers. Rated one amongst the top ten self-financing Engineering Institutions in the country. Current annual student intake for Undergraduate Programmes & Post Graduate Programmes in Engineering is in excess of 1200. Highly qualified and dedicated faculty. Utilizes its expertise in various disciplines to conduct Research and Development for Industry and Defence establishments in the country.

RVCE's vision is "Leadership in Quality Technical Education, Interdisciplinary Research & Innovation, with a Focus on Sustainable and Inclusive Technology".

The scope of the MoU

1. Identify and address the learning, skilling & upskilling needs on EV technology
2. Jointly offer 6 month certification course on Electric Vehicle Technology



3. Create trained talent for EV industry in Karnataka
4. Build an excellent faculty & eco-system for a sustained training of future.
5. To establish a relevant connect & relationships with the industry for placements & onboarding the trained professionals

The scope of DB

1. Course curriculum planning
2. Course content development
3. Course hosting on Decibels LMS
4. Course access administration
5. Create assessments & evaluation mechanism.
6. Support for marketing material & sales process
7. Course fee collection
8. Joint Course Marketing

The scope of RVCE

1. Provide mentor support participants.
2. Handle offline training sessions.
3. Provide placement support for participants.
4. Joint Course Marketing
5. Software license support for course delivery & for participants
6. Joint certification offering

Course overview plan

1. Course duration: 6 months (150 hours)
2. Mode of delivery: Hybrid (Online + 4 days Offline)
3. Participant batch size: 25 to 30 participants
4. Joint Course Certification from RVCE & Decibels Lab
5. Expected audience: Working professionals, Graduate & Students from background of Mechanical, Automobile, Electrical & Electronics Engineering

Course Modules

1. Foundation To Electric Vehicle Technology
2. MATLAB Scripting for 1-D Simulation
3. MATLAB Simulink for System Modelling



Signature
S.D

4. State flow for Logic Driven System Modelling
5. Foundation to cell technology
6. Li-ion Cell Testing and Characterization
7. Equivalent Circuit Based Li-ion Cell Modelling
8. Battery Management System Algorithm Modelling
9. Powertrain Modelling Quasi-Static Approach
10. EV Powertrain Modelling - Dynamic Approach
11. Electric Vehicle testing & validation

Course fee structure & service fee

Course fee: 1,00,000 + 18% (GST)

Service Fee to RVCE: 50% of collected course fee

- DB shall pay a service fee per admission to RVCE for the services such as infrastructure support (space), utilization of faculty hours, electricity & internet.
- Service fee is paid to RVCE within 30 days from course start date
- It is expressly agreed by the DB & RVCE that all the statutory liabilities including but not limited to payment of taxes (Direct & Indirect) etc. on particular transactions/s under this agreement, shall be the liability of that party as per the applicable statute. For example TDS will be borne by the party receiving payment/credit. GST by the party as per the GST legislation/Rules etc. Each party is liable to pay for all taxes imposed upon it by the respective authorities, having Jurisdiction over that party
- Further, Compliance of the respective tax statues should be adhered to by the parties. For example, details of supply/receipt of goods /Service to be reported in prescribed forms and manner as applicable under GST Acts/Rules, withholding tax deducted under Income Tax Act to be reported /filed in the Prescribed form and manner under the Income Tax Act/Rules, etc.

General Terms and Conditions



- The joint working committee for implementation of the Center of Competence (COC) shall be formed wherein representatives from following agencies will be included
 - Representative/s of Decibels Lab (Maximum two)
 - Representative/s of the institute (Maximum two)
- The members of the joint working committee shall be decided mutually with the consent of both the parties.
- An annual review meeting of the joint working committee of COC shall be conducted at mutually agreed location preferably at the institute to introduce and review the needs of the course curriculum. The review meeting will be scheduled quarterly,
- Program schedule/calendar will be prepared by decibels lab with approval of committee
- Student from other college or within college will undergo training in centre
- For all master programs, placement assurance will be based on student performance during the course
- Further, the institute will circulate the courses notice, However Marketing and market material shall be approved by DB Before published across any media platforms. The decibels will make use of RV College brand name & logo during the time of marketing

Contract duration of MOU

- MOU shall be valid for 3 (Three) years from the effective start date, can be further extended with mutual consent
- The parties agree that after the initial period of three years, this MOU may be renewed on terms and conditions mutually acceptable to the parties. However , any extension of this MOU shall be completed at least three months prior to the expiry of the validity of the MOU.
- Unless terminated earlier by either Party as provided herein below. Either party may terminate this MOU by giving 180 days' notice to the other party
- Binding on both the parties till such time that the training of running batch of students undertaking the course is not Completed
- On termination, each party shall return to the other party all such confidential and proprietary information, documents and reference material of the other party in its possession. All such obligations and terms of this MOU that are required to survive the termination of this MOU shall survive such termination.

Assets & ownership



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- Any assets invested by DB will remain the property of DB
- Any assets invested by RVCE will remain the property of DB
- DB owns the copyrights for course content, material, videos & curriculum which is developed for or at COC

Right to use name/public announcement

RVCE and DB may use the name, trade mark, logo of the other party as a reference in marketing materials, course materials or in Press release or other public notifications. Details of such published information is shared to joint working committee for review.

No Claim

- The parties agree and understand that during the continuance of this MOU, certain goodwill would be created in the market and neither party shall be entitled to claim any expenses, damages, losses or costs of any nature whatsoever, including but not limited to goodwill, from the other party during the continuance of this MoU or after the determination or termination of this MoU.
- The parties shall be liable vis-s-vis each other only in case of intent and gross negligence. Any liability for indirect or consequential damages shall be excluded.
- In the event, the validity of this MoU is expired, no further extension is agreed and running batch of the students undertaking to courses is completed. This MoU would be terminated after a written communication between the parties to that effect.

Confidentiality

The Parties acknowledge and agree that all information provided by any party to other or their affiliates, with respect to the business and affairs of such or its affiliates to the other party or its affiliates, directly or indirectly, and whether oral or written, shall be considered confidential information. Each party agrees that, without that, without the prior written consent of the other party, neither it nor any of its affiliates shall

Use any of such confidential information of the other party for any purpose other than in connection with this MoU; or
Disclose any portion of such restrictions on the disclosure and use of confidential information shall not apply to the



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extent that: Such Confidential information becomes generally available to the public other than as a result of unauthorized disclosures: Parties shall not Disclose to any third party or use any information and know-how-directly or indirectly acquired from the other party during the performance of the MoU. DB my use such Know –how provided it forms part of the MoU.

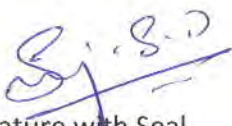

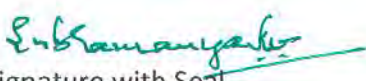
The confidentiality obligation shall survive for the period of two years after the expiration or termination of this MoU taking into consideration the above clauses.

Limitation of Liability

Under no circumstances either party shall be liable for the other party's loss or damage to, records or data, as also claims for the special, incidental or indirect damages

This MOU is by and between the R V College of Engineering and Decibels Lab Pvt Ltd, Bangalore having its registers/Head offices as mentioned hereinabove.

In witness where of the parties hereto have signed this MoU Dated this 24th Aug. 2023

| | |
|---|---|
| <p>Decibels Lab Pvt Ltd</p> <p>Name: Mr Suraj S D</p> <p>Title: Founder and CEO</p> <p> Signature with Seal</p> <p></p> <p>Witness</p> <p>1.</p> <p>2.</p> | <p>R V College of Engineering</p> <p>Name: <u>Dr. K. N. SUBRAMANYA</u></p> <p>Title: <u>PRINCIPAL</u></p> <p> Signature with Seal</p> <p><u>PRINCIPAL</u> RV COLLEGE OF ENGINEERING BENGALURU - 560 059</p> <p>Witness</p> <p>1.</p> <p>2.</p> |
|---|---|


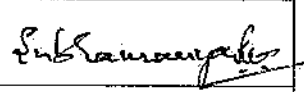
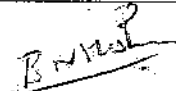
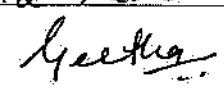
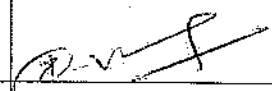
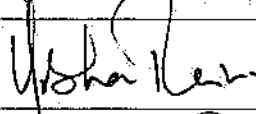
terms and conditions that govern the relationship between the Institute and BGSW. The scope of work, areas of co-operation, funding, milestones for execution of each Project, etc., shall be jointly agreed upon in a separate Statement of Work (SoW) attached to this Agreement as Schedule II. This Agreement along with Terms and Conditions for Academic Institutions (TNCA) and SoW shall be binding between the Parties.

BGSW and Institute shall be jointly referred to as 'Parties' and individually as 'Party'.

Parties agree as under:

1. The Parties wish to co-operate with each other as per the TNCA (Schedule I) attached herewith.
2. The Parties shall mutually discuss and agree to the scope and obligations for every Project as per Schedule I (TNCA) and shall work as per Schedule II (SoW) attached to this Agreement.
3. These terms shall be effective for a period of 60 months commencing from 12th March 2024 and shall be valid till 60 Months unless terminated as per TNCA.
4. It is clarified that in case of conflict between any of the terms and conditions of TNCA or SoW, the TNCA shall prevail.

IN WITNESS WHEREOF THE PARTIES THROUGH THEIR DULY AUTHORISED REPRESENTATIVES HAVE SIGNED THIS AGREEMENT

| Bosch Global Software Technologies Private Limited | | R.V College of Engineering | |
|--|---|----------------------------|---|
| Signature 1 |  | Signature 1 |  |
| Name | Amitesh Bharth | Name | Dr. Subramanyak S |
| Designation | Head - HIM CoE | Designation | Principal |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |
| Signature 2 |  | Signature 2 |  |
| Name | Mohan Bellur | Name | Dr. Geetha K S |
| Designation | General mgr. - HR | Designation | Vice Principal |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |
| Witness Signature |  | Witness Signature |  |
| Name | Vinay Ramesh | Name | Dr. Usha Ranika |
| Designation | Lead - Campus Hiring | Designation | Professor |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |

The following Terms and Conditions for academic institutions ("TNCA") shall govern the relationship including statement of work, area of co-operation, timelines / milestones, compensation etc., with respect to the project between academic institutions ("Institute") and Bosch Global Software Technologies Private Limited (Formerly known as Robert Bosch Engineering and Business Solutions Private Limited) (hereinafter referred to as "BGSW") for the specific projects (Projects) funded by BGSW and shall form an integral part of the Agreement. BGSW and the Institute shall hereinafter be referred to collectively as "Parties" and individually as "Party".

1. Definitions:

"Project": Project shall mean and include each individual project wherein both the parties agree to jointly work on topics of mutual understanding such as research projects, developing a prototype, setting up of a laboratory, providing infrastructure or of a similar nature.

"Deliverable": Deliverable shall mean the results, software, hardware or other outcome generated as a result of work or research to meet the objectives of the Project.

"Intellectual Property Rights/ IP Rights: IP Rights shall mean all rights in any invention, patent, discovery, utility model, trademark, copyrightable work whether or not registered, industrial design, mask work, algorithm, data structure, trade secret or know-how, confidential information, or any idea having commercial value and relevant applications made in relation thereto.

2. Rights and Obligations of the Parties: Institute shall establish the necessary framework to carry out its obligations under the Project in the most effective manner. Institute shall not, under any circumstances share any information relating to the Project with any third party without the prior written permission of BGSW either during the subsistence of these TNCA or thereafter. Institute shall not use the Confidential Information related to the Project or any BGSW IP Rights for any commercial benefit for itself or for any third party, unless the same has been approved in writing by BGSW. BGSW agrees to keep confidential any sensitive information belonging to the Institute which is shared by the Institute and identified by the Institute to be of a confidential nature at the time of disclosure.

3. Payment: BGSW shall fund the Project/s in accordance with payment terms detailed out under Schedule II to the Agreement. The Institute understands, acknowledges and agrees that the funding from BGSW will be subject to revision and satisfactory progress of the Project in the reasonable opinion of BGSW. BGSW, if not reasonably satisfied with the progress of the Project, shall, cease to make further payment towards the Project and also seek refund of any unutilized funds made by BGSW. The Institute shall prepare and submit timely reports on utilization of funds as detailed under Section 6 of these terms and conditions. In case of any change to the agreed funding, the parties shall agree to the same in writing. All statutory taxes, levies etc., that become applicable to this payment shall be fully borne by the Institute and the Institute shall take sole responsibility to pay the same to the appropriate authorities in time.

4. Intellectual Property Rights:

- All IP Rights owned or controlled by either Party before the effective date of the Agreement ("Pre-existing Intellectual Property") shall remain under the sole ownership of such Party.
- In the event of a joint development project in future in relation to this Project, Institute and BGSW shall execute a separate agreement setting out, inter-alia, the rights and obligations of the Parties with respect to the ownership of intellectual property rights arising out of such joint projects.
- All and any results/inventions or material created by Institute with respect to the Project including but not limited to any further modifications of the algorithms, commercialization by any mode whatsoever, and exploitation in any form whatsoever, necessary for BGSW to establish or protect its Intellectual Property Rights, shall be the sole property of BGSW (hereinafter referred to as "BGSW IPR"). Institute shall procure transfer of such inventions from all its employees/ associates/students, to BGSW. The Institute shall sign and execute all documents in order to assign the same as per statutory requirements, if any and BGSW shall be entirely free to use and/or exploit such results and/or inventions at its sole discretion. BGSW shall bear all related expenses thereto.

d. The Parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided herein. The Institute shall ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in these terms and conditions.

e. Institute shall be entitled to use the inventions for their internal research and teaching purposes with due credit to BGSW under this collaboration. However know-how relating to the Project, which is not patented by BGSW, shall not be used by the Institute for research and/or teaching purposes, without obtaining prior written approval from BGSW, which shall not be unreasonably withheld.

f. Institute may be permitted to publish papers or disclose information related to the Project including BGSW IPR, in any journals / conferences, only after obtaining prior written approval from BGSW, which shall not be unreasonably withheld. For such approval, the Institute shall share with BGSW a draft of the paper at least thirty days prior to such publication for review by BGSW. Any such permission shall be granted after the parties mutually discuss the implications of the publication on any IPR owned or applied by BGSW. Institute is strictly prohibited from using the inventions/working results/reports for any commercial use whatsoever.

g. Institute is aware that if the Project and or any confidential information related to the Project is shared with and/or sold to or transferred to any third party, BGSW shall suffer irreparable losses. Hence, Institute agrees and undertakes that it shall not, under any circumstances whatsoever, use/transfer/sell/modify BGSW IPR and or any information related to the Project for the benefit of any third party without the prior written permission of BGSW.

h. Institute agrees not to carry out any work for third parties in which any results arising under these terms and conditions may be used, except in cases where Institute has obtained BGSW's prior written approval.

5. Confidentiality: Confidential Information shall mean and include any information and data of confidential or proprietary nature which is disclosed by BGSW (Disclosing Party) to the Institute (Receiving Party), including but not limited to the Project, customer information, proprietary, technical, financial, personnel, marketing, pricing, sales and/or commercial information with respect to computer networking, data communications and computing services as well as drawings, reports, ideas, concepts, designs and inventions, computer source and object code and computer programming techniques; and all record bearing media containing or disclosing such information and techniques which are disclosed pursuant to the Agreement. Confidential information may also include information disclosed by third parties on behalf of the Disclosing Party.

The terms and existence of these terms and conditions, the fact that Confidential Information has been made available hereunder, that discussions and/or negotiations are taking place concerning a potential business relationship i.e. the Project, involving the Parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information. Information transmitted orally or visually shall also be considered to be confidential and proprietary.

If the Institute receives any Confidential Information with respect to the Project, it shall not disclose such Confidential Information to any third party or use any Confidential Information, except as expressly permitted under these terms and conditions, and the parties shall take all reasonable measures to maintain the confidentiality of all such Confidential Information in its possession or control, which shall in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. Notwithstanding the foregoing, the obligation of confidentiality shall not apply to any disclosure (i) of information that is in or enters the public domain other than by reason of a breach by the Receiving Party; or (ii) of information that was in the possession of the Receiving Party prior to such disclosure; or (iii) of information already at the date of disclosure was developed by the Receiving Party as a result of its own efforts and not as a direct or indirect result of the disclosure of the same information by the Disclosing Party; or (iv) of information required by law, regulation, legal process, or order of any court or governmental body having jurisdiction ordered to be disclosed, provided however, that prior to such disclosure, the Receiving

Registered Office: Bosch Global Software Technologies Private Limited, 123, Industrial Layout, Hosur Road, Koramangala, Bangalore – 560095, India.

© Bosch Global Software Technologies Private Limited reserves all rights even in the event of industrial property rights. We reserve all rights of disposal such as copying and passing on to third parties.

Party shall inform the Disclosing Party and consult with the Disclosing Party as to the information which will be disclosed and, provided, further, that the information so disclosed shall be limited to that legally required to be disclosed pursuant to such law, regulation, legal process, or order of any court or regulatory/ government authority. It being further clarified that notwithstanding anything contained above, in case an agreement has been executed between the Parties in relation to the Project, these terms and conditions shall form a part of that agreement and be co-terminus with such agreement and shall be in effect till the term of such agreement and thereafter.

Institute acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions, the Disclosing Party may have no adequate remedy in damages and, accordingly, shall be entitled to seek an injunction to prevent such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition, or limitation of any legal or equitable remedies in the event of a breach hereof.

Institute shall: (i) notify the Disclosing Party promptly in the event of any unauthorized possession, use, knowledge, or attempt thereof, of any Confidential Information by any person or entity which may become known to it; (ii) promptly furnish to the Disclosing Party full details of such unauthorized possession, use, knowledge, or attempt thereof, and use reasonable efforts to assist the Disclosing Party in investigating or preventing the reoccurrence of such unauthorized possession, use, knowledge, or attempt thereof, of the Confidential Information; (iii) cooperate with the Disclosing Party in any litigation and investigation against third parties deemed necessary by the Disclosing Party to protect its proprietary rights; and (iv) promptly prevent a reoccurrence of any such unauthorized possession, use or knowledge of the Confidential Information.

On termination of the Agreement, Receiving Party shall promptly return all the Confidential Information which is in written form or on other media, including copies thereof, to the Disclosing Party. Alternatively, the Disclosing Party may require the Receiving Party to destroy the Confidential Information and any copies thereof, including any media containing it. In such event, the Receiving Party shall promptly carry out such destruction of the Confidential Information and provide evidence to the Disclosing Party of the destruction of the Confidential Information.

6. Reports: Parties shall jointly conduct the meeting on the progress of the Project/s at least once every quarter and Institute shall submit a report on the progress of the Project/s in the format as may be prescribed by BGSW from time to time. Apart from submission of the above reports, BGSW may request and the Institute shall promptly submit such special project status reports at durations and in the formats as may be required by BGSW.

7. Termination: The Agreement may be terminated by BGSW at any time during the term of the Project by giving a prior written notice of one (1) month to the Institute. However, BGSW is entitled to terminate the Agreement at any time with 15 days' prior written notice, (i) if it appears that the expected result cannot be obtained at all or if in its opinion the Project cannot be completed as per the projected costs or within the projected date, or (ii) if in the opinion of BGSW the Project cannot be pursued any further with reasonable efforts. The parties may mutually agree to terminate this Agreement if it is found not to be feasible to continue with the project.

Immediately upon termination, Institute shall provide, transfer and assign to BGSW any and all intellectual property rights over the works, developments, copyright material, and project documentation, know-how in terms of mathematical algorithms, flow charts and pseudo-code pertaining to the Project.

8. Force Majeure: Notwithstanding anything contrary to these terms, neither party shall be liable or deemed to be in default, if any failure of or delay in performance hereunder is caused by force majeure which term shall mean, but without limitation, acts of God, fire, explosion, strikes or

lockouts, war or any act of Government that materially affects the obligations of the Parties. On the occurrence of an event of force majeure, the affected Party shall immediately inform the other Party of the event and shall continue to perform all other obligations unless the prevented obligation is essential to these terms and conditions. If within a period of forty five (45) days, the event continues and the Parties are unable to identify a workable alternative, either Party may terminate the Agreement by issuing a prior written notice of seven (7) days' notice to the other Party.

9. Liability: The Institute warrants that any and all materials, software, hardware, equipment, tools, etc., used during the Project shall be duly licensed and shall not infringe the IPR of third parties. The Institute shall indemnify BGSW for any loss, damage, claims or expenses suffered due to any such infringement of third party IPR. Except in cases of breach of confidentiality obligations, improper use of BGSW IP, infringement of third party IPR and/or breach of material obligations under Clauses 4 and 5 of these terms and conditions, the Institute shall not be liable for indirect, consequential, exemplary, special or punitive damages (or any comparable category or form of such damages, howsoever characterized in any jurisdiction), regardless of the form of action, whether in contract, tort, strict liability or otherwise, and even if foreseeable or if the Institute has been advised of the possibility of such damages. In no event shall BGSW have any liability under this MOU, be it for direct, indirect, consequential or special damages, irrespective of how it is caused.

10. General Provisions:

(a) Institute hereby undertakes to act and remain in compliance with all the laws, rules and regulations applicable from time to time and shall have in place the necessary permits, licenses, approvals and registrations required for the Project. Neither Institute nor will any of its officers, employees, representatives or other persons acting for the Institute ("Associated Parties"), directly or indirectly, either in private business dealings or in dealings with the public sector, accept, offer, give or agree to accept, to offer or to give (either itself or in agreement with others) any payment, gift or other advantage which would violate (i) any anti-corruption laws or regulations applicable to either party, (ii) India- Prevention of Corruption Act, 1988, (iii) the UK Bribery Act 2010 or (iv) which a reasonable person would otherwise consider to be illegal, improper, or unethical.

(b) Institute agrees to notify BGSW immediately in writing if, at any time, it becomes aware that any of the representations set out above are no longer correct. Institute shall promptly disclose to BGSW any known or suspected violation of this clause if it might have an adverse effect on Bosch as a whole and/ or BGSW in particular. BGSW may terminate these terms and conditions along with the Agreement upon written notice if it is proven that Institute has violated the provisions of this clause. This shall not apply if Institute provides evidence within reasonable period that no violation occurred or that the violation was remedied to the satisfaction of BGSW.

(c) The Agreement is intended to remain confidential. No public release or disclosure of information concerning its existence and/or content and/or the activities described under the Agreement with respect to the Project shall be made by either party, without the prior written consent of the other party.

(d) The Agreement shall supersede and replace any and all previous agreements/ arrangement/ terms and understanding, if any, whether oral or written between BGSW and Institute and constitute the entire of understanding between the Parties hereto with respect to the subject matter of the Agreement. These terms and conditions may be modified, changed, altered or amended from time to time with prior intimation to the Institute.

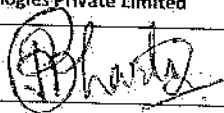
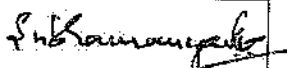

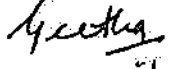
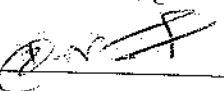
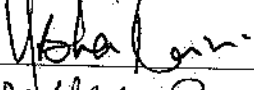
(e) It is clarified that in case of conflict between these terms and conditions and the terms enumerated under any agreement with respect to the Project, these terms and conditions shall prevail at all times.

(f) It is agreed between the Parties that any amendments to these terms and conditions, shall be reduced into writing and signed by both the Parties.

(g) It is expressly understood by and between the parties that BGSW is free to engage any number of third parties for same or similar Projects and shall not be liable to pay any overriding and/ or any other compensation to the Institute for whatsoever reason.

- (h) Institute shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of BGSW. BGSW may assign the Agreement to any party within the Bosch group.
- (i) Institute shall not sub-contract either directly or indirectly any part of the Project to any third party without prior approval from BGSW.
- (j) Should any provision of these terms and conditions and of additional agreements be invalid, this shall not affect the validity of the remaining provisions under these terms and conditions. Any invalid condition shall be replaced by a reasonable provision which is permissible under the law and which comes closest to the economical intent of the original provision.
- (k) The failure of either Party to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of these terms and conditions shall not be construed as a waiver thereof, or as waiver of any future breach or subsequent wrongful conduct.
- (l) The Agreement shall be executed in two counterparts, each of which shall be deemed as original but all of this together shall constitute one and the same instrument.
- (m) These terms and conditions and the Agreement shall be governed by the laws of India with Courts in Bangalore having jurisdiction to hear and resolve any disputes under the Agreement.

Agreed and Accepted by:

| Bosch Global Software Technologies Private Limited | | R V College of Engineering | |
|--|---|----------------------------|---|
| Signature 1 |  | Signature 1 |  |
| Name | Amitesh Bhatti | Name | Dr. Subramanyak S |
| Designation | Head - HMI CoE | Designation | Principal |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |
| Signature 2 |  | Signature 2 |  |
| Name | Mohan Bellur | Name | Dr. Geetha K S |
| Designation | General mgr. - HIE | Designation | Vice Principal |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |
| Witness Signature |  | Witness Signature |  |
| Name | Vinay Ramesh | Name | Dr. Usha Parik |
| Designation | Lead - campus HMI | Designation | Professor |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |

Statement of Work No. I**Project/Program Title: HMI Elective****NO PROJECT SHALL BE CARRIED OUT WITHOUT BOTH PARTIES SIGNING THIS STATEMENT OF WORK**

This Statement of Work is entered between BGSW and Institute:

Institute Name ("Institute"): R V College of Engineering**Institute Address:** Mysore Rd, RV Vidyaniketan, Post, Bengaluru, Karnataka 560059**Institute's Project Manager:** Dr. Usha rani K R**Email address:** usharani@rvce.edu.in**Tel No:** 9448610922 **Fax No:****BGSW's Project Manager:** Mr. Narasaiah Mukku**Email address:** narasaiah.mukku@in.bosch.com**Tel No:** +91 78297 78247and is effective from to defined ("**Commencement Date**").

BGSW and Institute enter into this Statement of Work (SoW) pursuant to the University Agreement dated 12th March 2024 to jointly work on the Project on topics of mutual interest (the "**Agreement**"). Any terms not otherwise defined in this SoW shall have the meaning ascribed to it in the TNCA.

1. General Information

| | |
|-------------------------------------|--|
| Description of the Project/Program: | (a) HMI Elective for the 6 th Semester students |
|-------------------------------------|--|

2. Milestone Schedule**Project /Program Plan** (Detailed Project plan will be shared before executing the Agreement)**Milestones (Tentative start date: March 2024)**Faculty Development Program on HMI – Train the Trainer model
HMI Elective Launch**Date**

July – Oct'23

March'24

3. Scope of Work

RV College of Engineering will introduce the HMI Elective as an Credit based elective for the students of 6th Semester students of _____ Specializations and will be an continuing activity for subsequent batches unless decided by both the parties in writing or mail with atleast 30 days prior intimation

The primary goals are:

- a) RVCE to develop content and course contents for the HMI Elective by RV College of Engineering based on the inputs and suggestions by BGSW.
 - b) BGSW to support the elective through FDP, to equip the faculty with relevant knowledge to deliver the elective.
 - c) BGSW to facilitate industry visit at Bangalore campus to faculty for deep-dive understanding.
 - d) BGSW will deliver guest lectures at least once or twice a semester based on the availability of the experts
-

4. Co-ordination

BGSW and Institute to establish a "Joint Working Group" for coordination. Both the Parties shall ensure that the Joint Working Group comprises of appropriate personnel to discuss and implement the measures mentioned in this SoW ;

BGSW shall be represented by Mr. Narasaiah Mukku for Technical aspects, Mr. Praneeth N Reddy B V for course coordination and HR perspective.

Institute shall be represented by the Principal with other designated members from the Institute nominated as per Project / Program requirements.

5. Areas of Co-operation & Implementation of the Project /Program

NA

6. Objectives of the Project

1. RV College of Engineering will enable the course delivery for the students opting the elective
 2. BGSW supports with constant review of the syllabus
 3. BGSW will support with Guest lectures whenever possible
 4. BGSW may choose to provide Internships to few of the students undergoing the elective based on the Business need at the time of consideration
-

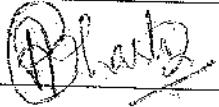
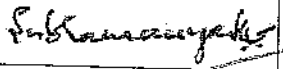
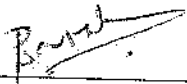
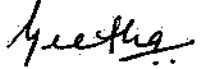
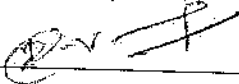
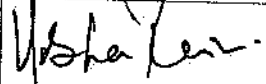
7. Fund/Cost

NA

8. Additional Provisions

NA

IN WITNESS WHEREOF, the Parties hereto have executed this Scope of Work by their respective authorized representatives as of the Effective Date first set forth above.

| Bosch Global Software Technologies Private Limited | | R V College of Engineering | |
|--|---|----------------------------|---|
| Signature 1 |  | Signature 1 |  |
| Name | Amitesh Bharti | Name | Dr. Subramanyam K.S |
| Designation | Head - HR GE | Designation | Principal |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th Mar 2024 | Date | 12 th March 2024 |
| Signature 2 |  | Signature 2 |  |
| Name | Mohan Bellur | Name | Dr. Geetha K.S |
| Designation | General Mgr - HR | Designation | Vice Principal |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |
| Witness Signature |  | Witness Signature |  |
| Name | Vinay Ramesh | Name | Dr. Usharani K.S |
| Designation | Head - Campus Hiring | Designation | Professor |
| Place | Bangalore | Place | Bangalore |
| Date | 12 th March 2024 | Date | 12 th March 2024 |