

BY AND BETWEEN

Wipro Limited, a company incorporated in India as per the provisions of the Companies Act, 1956 and an existing company under the provisions of the Companies Act, 2013 having its registered office at Doddakannelli, Sarjapur Road, Bengaluru - 560 035, represented by, duly authorized representative, (hereinafter referred to as "Wipro" which expression shall unless repugnant to the context or meaning thereof, mean and include its directors, affiliates, subsidiaries, successors-in-business and permitted assigns) of the FIRST PART;

AND

Indian Institute of Science, a Trust registered under the Charitable Endowments Act, 1890, a Deemed University and an Autonomous Technical Institution under the Ministry of Human Resource Development, Government of India having its registered office at Sir CV Raman Road, Malleshwaram, Bengaluru - 560 012, represented by its Registrar or a duly authorized representative (hereinafter referred to as "IISc", which expression shall mean and include its trustees, officers, and permitted assigns) and of the SECOND PART;

Hereinafter referred to as 'Founding Members; --- --

AND

RV College of Engineering, an institution under Rashtriya Sikshana Samithi Trust (RSST) having its registered office at 3rd Block, Jayanagar, Bengaluru represented herein by its authorized signatory Dr. K.N Subramanya, (hereinafter referred to as "RVCE" which expression shall mean and include its successors in interest, trustees, officers and permitted assigns) and of THIRD PART.

Hereinafter referred to as 'Associate Member.

Founding Member and the Associate Members may individually be referred to as Party and collectively as Parties.

WHEREAS:

- A. WHEREAS Wipro and IISc have knowledge and expertise and have agreed to do research and innovation in the area of Computing, Communications, Electronics and different aspects of design through various collaborative projects hereinafter called "Consortium", are set to work on various projects, which may be further defined in Annexure A ("Project").



- B. The Associate Member is engaged in the business of Education, Research, Consultancy, Development and it has intimated that it aligns with the goals of the Wipro-IISc Innovative Network (WIRIN) Project and is interested in undertaking R&D in artificial intelligence, machine learning, computer vision and human machine interaction, related to autonomous systems and robotics.
- C. The Associate Member has expressed interest in making contribution and add value to the Project and has represented that it has the requisite skills, facilities and resources to assist the Founding Members achieve the objectives of the Project.
- D. Based on the representations of the Associate Member, the Founding Members have identified the Associate Member to contribute and to provide certain Deliverables to the Project under the terms and conditions as detailed below.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, IT IS HEREBY AGREED AS FOLLOWS:

1. SCOPE OF ENGAGEMENT

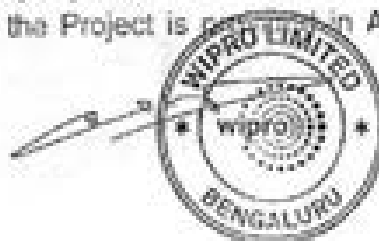
- a. The nature and scope of engagement, the areas of cooperation between the Parties herein and the Deliverables to be provided by the Associate Member are detailed in Annexure A. Annexure A, maybe updated from time to time upon mutual agreement between the Parties and such updated Annexure A shall duly be signed by the Parties.
- b. The Associate Member undertakes to deploy sufficient resources and to provide value addition to the Project by performing the Services and delivering the Deliverables as provided in Annexure A below.

2. TERM

- a. This Agreement shall be valid till 2 years from the Effective date, unless terminated in accordance with the terms of this Agreement. The Parties may, by mutual consent, extend the Term of this Agreement for such period as mutually agreeable.

3. OBLIGATIONS OF THE ASSOCIATE MEMBER

- a. The Associate Member shall:
- i. Follow the required processes to bring in any component or Intellectual Property into the Project. The Process of adding a component to the Project is provided in Annexure B. Annexure B,

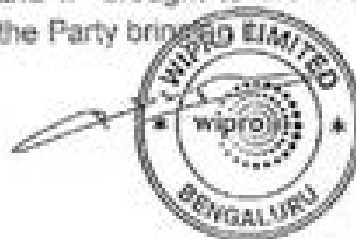


- d. **Exclusions:** This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information which: (i) is a part of or enters into the public domain; (ii) was already in the Receiving Party's possession prior to the date of disclosure; (iii) is rightfully received by the Receiving Party from a third party without any duty of confidentiality; (iv) is independently developed by the Receiving Party without use of the Confidential Information; or (v) is required to be disclosed by operation of law or governmental authority.
- e. **Proprietary Rights:** Each Party shall retain all right, title and interest to such party's Confidential Information. Neither Party acquires any intellectual property rights or any other rights or licenses under this Agreement except for the limited right to use as is required for the Project, or as agreed in this Agreement.
- f. **Injunctive Relief:** The Receiving Party agrees and acknowledges that any breach of this Confidentiality clause would cause the Disclosing Party irreparable harm for which monetary damages would be inadequate. Accordingly, the Disclosing Party will be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of this clause.
- g. This Section 5, shall survive termination of the Agreement and the obligations shall survive, for a period of three (3) years post termination.

6. OWNERSHIP OF THE INTELLECTUAL PROPERTY RIGHTS

- a. **Background IP:** Each Party shall own and continue to own its pre-existing rights (including intellectual property) in any invention, know-how, technology, software, hardware, tools, products or any other material i.e. which was owned by the Party prior to the entering into this Agreement or created independently or licensed by third parties ("Background IP") and the other Party shall have no rights over it. License to Background IP, required for commercialization of the Foreground IP, shall be negotiated between the Parties, through a separate license agreement. However, the Parties grant to each other, a non-exclusive, termed, royalty free, fully paid up and revocable license to use a Party's Background IP, introduced to the Project solely for the purposes of performance of obligations under the Project.
- b. **Foreground IP**

The Background IP brought to the Project by the Party will be retained with the Party bringing



- ii. Notwithstanding any agreement between the persons who are seconded to work on the Project and the respective Associate Member or Founder Member, when any party to the Project provides manpower resources, or has participated in the Project under this Agreement, for development of any material, code, software, framework or accelerator, algorithm, flowcharts, database, ("Foreground IP") such Foreground IP shall be jointly owned between the Parties to the Project. The Founding Members shall always be the joint owners of the Foreground IP.
- iii. The Parties agree that if during joint development of an IP and as a result of information exchange between the Parties herein in respect of the Purpose as specified in this agreement, should there arise ideas, including implementations and/or other manifestations thereof, that prima facie seem patentable or warrant such other IP protection, each party agrees and undertakes to jointly own and protect such IP with the other, naming only those individuals as inventors therein, who contributed to the inventing or creative process of the joint development.
- iv. Each Party shall be entitled to use, exploit and commercialize the Foreground IP without any recourse or consent from the other Parties.
- v. The Parties are not obligated to share any revenue, fees, royalty or any other type of payment with the other Parties for any use, exploitation or commercialization of the Foreground IP.
- vi. However, notwithstanding the above, or the Agreement, IISc or Associate Member, shall not assign, or license the Foreground IP to any other party who is a competitor of Wipro providing similar services or products, without the prior written consent of the Wipro, for a period of two (2) years from the date of filing for registration of such intellectual property, or from Project completion date, whichever is earlier. Post the two (2) year exclusivity, if IISc or Associate Member decides to license, or assign right in the Foreground IP, then such Party, shall first approach Wipro and both Parties shall negotiate commercial terms on a good faith basis.
- vii. Each Party, shall document all developments in writing, and convey to the rest of the members to the Agreement all intellectual properties, conceived or developed under the Project.



7. PATENT DRAFTING, FILING & PROSECUTION

- a. Whenever any invention in or underlying a Foreground IP is assessed to be patent eligible by WIPRO; or upon recommendation from IISc or Associate Member, Wipro holds the right to file a patent application with respect to such invention on behalf of all the Parties to the Project. Each Party grants Wipro the right to file and prosecute the patent applications on their behalf. Wipro using its own expertise and resources by itself or through its agents and/or vendors shall draft and prosecute the complete patent application(s).
 - b. Each Party, shall cooperate with Wipro, and provide all the necessary information, documents and technical support to Wipro to successfully draft, file and prosecute the patent application(s). Wipro shall intimate all the Parties about each stage of the patent drafting, filing and prosecution process. Wipro shall before filing for a patent take into consideration all the recommendations provided to it by the other Parties, provided that such recommendations are shared with Wipro in writing, within 15 days of Wipro's intimation). However, Wipro shall have the sole discretion to decide on the best strategy for drafting, filing prosecuting such patent application(s). Each Party shall have one person of contact, whose contact details shall be shared with the other Parties, for the purpose of sending and receiving information with respect to the patent application(s). The assignees of the patent application(s) shall be the parties to the Project.
 - c. The jurisdictions for filing such patent application(s) shall be decided mutually between the Parties. Such jurisdictions, on which the Parties are not able to come to a mutual agreement, the Parties who are interested to pursue patent application(s) in such jurisdictions shall take the application(s) forward at their sole cost and effort, and shall be the sole assignees. Wipro's responsibilities with respect to Section 7.1, 7.2 and 7.4 shall be applicable only to such jurisdictions, where Wipro has shown interest.
 - d. The cost for the patent application(s), including but not limited to drafting of the application, filing of the application, prosecution of the application(s) shall be borne by Wipro. On grant of the patent application, Wipro shall be responsible and bear the cost to maintain the patent.
8. Wipro shall determine whether to continue with the patent application(s) or maintain the patent(s). If Wipro chooses not to pursue with the filed patent application(s) in certain jurisdictions, or maintain patent(s) in certain jurisdictions, then Wipro shall be absolved of its responsibilities hereunder. Other Parties who



are interested to pursue with the patent application(s), or maintain the patent(s) may do so at their sole efforts, resources and investment. Such Parties, who are pursuing the application(s), or maintaining the patent(s), shall remain as the assignees.

9. INDEMNIFICATION & LIMITATION OF LIABILITY

- a. The Associate Member shall indemnify and hold the Consortium and the Founder Member, harmless from all claims and damages awarded against, or incurred or paid by the Consortium or the Founding Member as a result of or in connection with:
 - i. Any alleged or actual infringement, whether or not under Indian law, of any third party's Intellectual Property Rights or other rights arising out of use of any pre-existing material provided of the Associate Member, performance of obligations or delivery of deliverables under this Agreement;
 - ii. Any claim made against the Consortium or the Founding Member in respect of any liability, loss, damage, injury, cost or expense sustained by the Consortium, to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the performance of obligations under this Agreement or the Deliverables as a consequence of a breach or negligent performance or failure or delay in performance of this Agreement by the Associate Member.
- b. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) ARISING OUT OF THE USE, PERFORMANCE OR APPLICATION OF CONFIDENTIAL INFORMATION, AND/OR BACKGROUND IP, BY THE OTHER PARTY OR THIRD PARTIES.
- c. EXCEPT INDEMNITY OBLIGATIONS, BREACH OF CONFIDENTIALITY, OR DATA BREACH EITHER PARTY'S LIABILITY FOR DIRECT DAMAGES SHALL BE LIMITED TO AN AGGEGATE AMOUNT EQUAL TO THE PROJECT COST.

10. TERMINATION

- a. Either Party shall have the right to terminate this Agreement with or without cause, upon 30 days prior notice to the other Party.



- b. Notwithstanding the termination of this agreement, the components provided by the Associate Member to the Project during the validity of this agreement will continue to be available in the test bed without any restrictions.

11. MISCELLANEOUS

- a. Any notice must be in writing to the nominated address of the Party and sent whenever practical by facsimile, failing which by courier or personal delivery. A Party may change its nominated address at any time and may designate that copy to all other Parties. The nominated addresses of the Parties as at the date hereof are:

For Founding Member:

If to Indian Institute of Science: The Registrar
Indian Institute of Science (IISc)
Bengaluru - 560 012

If to WIPRO:

K R Sanjiv
Chief Technology Officer
Wipro Ltd.
EC123, Electronics City,
Bengaluru - 560 100

For Associate Member:

RV College of Engineering
8th Mile, Vidyannikethan Post
Bengaluru - 560 059

- b. This Agreement supersedes all previous arrangements, representations, understandings, negotiations, communications and the like, whether oral or written, with respect to the subject matter between the Parties.
- c. Each Party shall abide by all the applicable laws, rules, policies, standards, guidelines and procedures now in effect or hereinafter enacted.
- d. **Waiver:** Upon a party's breach or default hereunder, the other party's failure, whether single or repeated, to exercise a right hereunder shall not be deemed to be a waiver of that right as to any future breach or default.
- e. **Severability:** If any of the provisions of this Agreement are held by a court of competent jurisdiction to be unenforceable or invalid, then such provisions will be ineffective to the extent of the court's ruling. All remaining portions of the Agreement shall remain in full force and effect.




- f. **Arbitration:** The parties shall use their best endeavours to settle any dispute or claim arising out of or relating to the Agreement, in supplemental agreements and their attachments thereto through amicable discussions. The Parties shall create a committee consisting of equal representations from each Party ("Dispute resolving Committee"). The Dispute resolving Committee will be the dispute resolution forum to amicably settle any disputes/complaints. If not amicably settled within a period of sixty (60) days of the dispute or claim arising, such dispute or claim shall be decided by a panel of three (3) Arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996 read with its amendments. The venue and seat of Arbitration will be at Bengaluru. The parties agree that the decision of the majority of the Arbitrators so appointed shall be final and binding upon the parties. The Dispute resolving Committee may if required participate in the Arbitration and the Parties hereby provide their no objection for the same.
- g. Neither Party shall solicit or attempt to solicit for employment either directly or indirectly an employee or contractor from the other Party nor encourage any employee of other party to terminate her/his relationship with the party during the term of this Agreement and for a period of one year after the termination of the Agreement without the prior written consent of the other Party.
- h. **Governing Law:** The validity, interpretation and construction of this Agreement, and all other matters related to the Agreement, will be governed and interpreted by the laws of India and shall be subject to the exclusive jurisdiction of the courts at Bengaluru City alone.

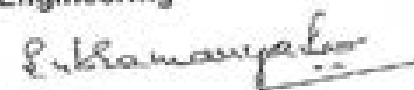


IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the date set forth above


Indian Institute of Science

Signature: 
Name: V Rajarajan
Designation: Registrar
Date: 07/02/2020
Seal: रजिस्ट्रार / REGISTRAR
भारतीय विज्ञान संस्थान / Indian Institute of Science
बैंगलूरु / Bangalore - 560 012

RV College of Engineering

Signature: 
Designation: Principal
Date: R V College of Engineering
Seal: Mysuru Road
Bangaluru - 560 059

WIPRO Ltd.

Signature: 
Name: K R Sanjiv
Designation: Chief Technology Officer
Date: 7/2/2020
Seal: 

ANNEXURE A

1. Nature and Scope of Engagement:

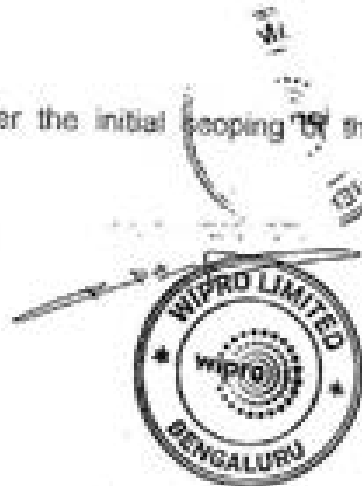
- Will be participating in the project themes of WiRIN which has relevance to the mutual areas of interest such as AI, Machine learning, VLSI/FPGA hardware designs, computer vision, electric vehicle simulation, testing.
- Scoping of the work will be added in due course after the identification of problems by project collaborators and made part of this Annexure.

2. Areas of Cooperation:

In the field of AI, Machine learning, VLSI/FPGA hardware designs, computer vision, electric vehicle simulation, testing.

3. Deliverables:

- Will be listed after the initial scoping of the project with other project collaborators.



ANNEXURE B

List of any component or Intellectual Property brought into the Project

The Components and relevant IP, if any, will be added to this Annexure before the start of the project or as and when identified and shall be considered part and parcel of this Agreement.



STATEMENT OF WORK

This Statement of Work is dated as of 1 April 2020, and is attached to and made a part of the WIRIN Agreement (hereinafter referred to as the "Agreement") dated 1 April 2020.

BY AND BETWEEN

Wipro Limited, a public limited existing under the Indian Companies Act, 2013, having its registered office at Doddakannelli, Sarjapur Road, Bangalore 560 035, India (hereinafter referred to as "Wipro" which term unless repugnant to the context shall include its successors-in-interest, subsidiaries, affiliates and permitted assigns), on the ONE PART

AND

RV College of Engineering, 8th Mile, RV Vidyaniketan Post, Mysuru Road, Bengaluru - 560059, an Educational Institution under Rashtriya Shiksha Samithi Trust, registered under Trust Act, and having its principal or registered office at Jayanagar, 3rd Block, Bengaluru - 560011 (hereinafter referred to as "Supplier" which term unless repugnant to the context shall include its successors and permitted assigns) on the OTHER PART

Any term used herein that is defined in the "Agreement" shall have the same meaning in this Statement of Work as in the "Agreement". To the extent that this Statement of Work is inconsistent with or conflicts with the "Agreement", this Statement of Work shall amend and supersede those inconsistent or conflicting terms of the "Agreement". In all other respects, the "Agreement" shall remain in full force and effect according to its terms.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

Scope

Research and Innovation projects defined under WIRIN program roughly fall under one or more of the following high-level and broad themes. These themes are identified as thrust areas for 2020-21. Visual computing - traditional image processing, visual intelligence and understanding using deep learning, computer generated imagery, visual analysis and synthesis, 3D processing, etc.

Human computer interaction - VR/AR/MR, design aspects of interaction with machines, force feedback systems, tactical/perceptual user interfaces, user studies, observation systems, etc. Cognitive computing and AI - Agent systems, AI systems, man-machine interaction, Reinforcement learning, models for intelligent communication systems, conversational AI, NLQ, Cognitive control and decision systems for intelligent transportation etc. Each of the above themes may derive a group of projects/subsystems by providing necessary direction and vision, that in turn help to draw specifications for each of them and their interrelationships for building parts of an intelligent cognitive system that paves the way for a robotic driving system in an autonomous car (ASR - Autonomous system and Robotics). Building a Robotic decision system along with its perception systems for ambient sensing is a complex problem. Therefore, we are taking system of systems model approach for reducing the complexity of the entire system. Each of the systems will focus on a specific problem and try to solve it to a large extent. Behavior and response of system of systems are perceived by means of scenario-based testing and systems are trained to perform certain set of activities for specific scenarios such as highway piloting, self-parking, join and merge traffic, etc. End vertical integration system of systems

1. 4D Autonomous system simulator system - SDV in a box
2. AI Stack for Autonomy - focused problem-solving AI bots system
3. Auto Annotate Studio - Automated labelling and AI auditing system as part of National Dataset and Data platform Major Scenario based systems that are used to test the system - Initial list

1. City ride and Highway piloting - on simulator
2. Co-ordinated campus vehicles with features such as auto-parking, valet parking, etc. - on a real vehicle.

Scope of each of the projects will be decided during the scoping phase, once the projects are identified and approved. Overall scope of all the projects includes – study the state of the art, identify core problem and its definition, analysis and design, simulation/model results, coding and testing on a platform. System testing and integration is the scope of the Wipro team, subsequent to publication of the algorithm and its test results.

Detail of Services:

Research and innovation projects by WIRIN – Wipro, IISC, RVCE, NID

Place of Performance

Bangalore, India

Period of Performance/Term

This Statement of Work is dated as of 1 April 2020 and shall be effective for a period of 1 year from date of signature.

Version June 2012

Fee for Supply/Services and Optional Services/Payment Schedule

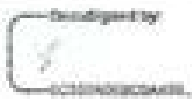

RVCE – INR 380 lacs for AV and INR 32 lacs for COE of EV ✓

VII. Miscellaneous:

Describe any items unique to the project such as:

- Standards to be used including hardware, software and technical architecture
- Travel and accommodations
- Support personnel
- Shipping, handling and packaging
- Conflict resolution agreement
- Service level agreements
- Performance standards
- Any other clauses that is not covered in reference to the provisions of the Underlying agreements or in addition thereto.

IN WITNESS WHEREOF, the parties acknowledge that each has fully read and understood this SOW, and, intending to be legally bound thereby, executed this SOW on the date set forth above.

FOR AND ON BEHALF OF WIPRO LIMITED	FOR AND ON BEHALF OF SUPPLIER
Signature: 	Signature:  2-22/2020
Name: Pankaj Gupta	Name: Dr. K N Subramanya
Title: Head - Global vertical Pass	Title: PRINCIPAL RV COLLEGE OF ENGINEERING BENGALURU - 560 059

24-Feb-2021