

**Memorandum of Understanding  
Between  
Personal Air Quality Systems  
And  
KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY  
for  
Collaborative R&D in the area of Personal Health and Wellbeing**

**1. Purpose, Objectives and Goals:**

- 1.1. Purpose:** This Memorandum of Understanding (MoU) which establishes the framework for collaborative Research and Development in the area of Health IoT (hereafter called "Collaboration") entered on this date the 29<sup>th</sup> of October 2021 between **Personal Air Quality Systems**, a Startup company developing solutions for environmental issues that impact health and wellbeing, situated at A 308, 2nd Floor, Block II, KSSIDC Building Electronics City, Bangalore 560100. INDIA (hereafter called "PAQS"), represented by its CEO, A. Vaidhyanahan and The Kammavari Sangham Institute of Technology No. 14, Raghuvanahalli, Kanakapura Road, Bangalore-560109, Karnataka (hereafter called "KSIT"), an institute of higher education represented by Its Principal and Director, Dr. Dilip Kumar K, states as follows:

Collaborations under this MoU are focused on; R&D in Data Gathering, Data Analysis and Processing, Developing Machine Learning models in the area of impact of air pollution on Health and wellbeing of humans; visiting faculty or R&D assignments, B.E. / M.Tech. / Ph.D. programs, short-term training, and short-term courses. This MoU is intended to expedite research and development of new methods and technologies that can be implemented in support of PAQS and KSIT's mission to support and participate in National Clean Air Programme (NCAP). It is also aimed at enhancing the quality of research and education at PAQS and KSIT.

Both PAQS and KSIT, believe that this Collaboration will contribute to more efficient resource utilization and accelerate methods and technology advancement in mutually agreeable areas of research. The two organizations further believe that successful collaboration will leverage beneficial results via method and technology transfer, education, and training.

**1.2. Objectives:** PAQS and KSIT will work collaboratively to expedite development of methods and technologies that are needed to address the scientific issues in the fields of interest of both the institutions.

**1.3. Goals:**

- i. Identify and formulate research and development projects that address issues in respect of fields of scientific interest and establish arrangements that describe how personnel and resources of PAQS and KSIT will be effectively utilized to perform research and development projects addressing the said issues.
- ii. Perform collaborative research and development projects in an expeditious manner.
- iii. Provide products from the research and development projects in a form and format that can be easily used and understood by the target group.
- iv. Collaborate in setting up Center of Excellence in IoT (Internet of Things) and education and training programs at PAQS or KSIT with resource persons from KSIT as well as PAQS. These may involve B.E. / M.Tech. / Ph.D. programs with guides and co-guides from the two organizations, continuing education for KSIT and other industry employees, short-term assignments at KSIT for PAQS (or at PAQS for KSIT) faculty or staff, etc.

**2. Background and Program Scope:**

**2.1. Background:** Air pollution is caused by a number of pollutants, which include both solid and liquid particles suspended in the air (particulate matter (PM)), and various gases such as ozone (O<sub>3</sub>), nitrogen oxides (NO<sub>2</sub> or NO<sub>x</sub>), volatile organic compounds (VOCs), and carbon monoxide (CO) etc. PM<sub>10</sub> Particulate Matter, is a priority pollutant internationally due to their adverse effects on public health as well as its negative effects on sensitive ecosystems, materials, and climate. PM<sub>2.5</sub> is responsible for a variety of health effects including effects on the respiratory and cardiovascular systems, asthma, and premature death. NO<sub>2</sub> can affect the respiratory system causing inflammation of the airways. People with asthma or respiratory diseases are particularly sensitive and can show effects at low concentrations. SO<sub>2</sub> causes constriction of the airways leading to breathing difficulties, particularly in those suffering from asthma and chronic lung disease. The main threat to human health from CO is the formation of carboxyhemoglobin in the blood, which substantially reduces the uptake and transport of oxygen in the body. VOCs can have a variety of health effects. Some species are directly toxic to humans and some produce offensive odors at very low concentrations.

NCAP has acted as a great impetus for the development of country's high technology industry that can be utilized to meet the health sector needs. However, acute shortage of skilled engineers, lack of relevant academic and research programs beyond the critical mass in the universities, and poor university-industry collaboration are hampering such development. Hence there is a pressing need for collaborative R&D in Air Pollution and clean air technologies among the Industry and Academia.

The PAQS is an Electronic Systems Design and Manufacturing company providing end-to-end, real-time, and actionable solutions to enable healthy living for every individual, community, and city. PAQS leverages a combination of technologies to provide Context Aware Solutions. The PAQS Engine is an inclusive IoT platform consisting of integrating outdoor, indoor, and personal devices, analytics, and a front-end mobile and web App, and employs IoT + LI + ML(Internet of Things, Location Intelligence & Machine Learning) for analytics and hyper-local data.

KSIT presently has oriented its research in the areas of Networking, IoT, Security, Image processing and Analytics in conjunction with Machine Learning algorithms. Among its faculties, It has a critical mass of world class researchers with unique capabilities and expertise in the above mentioned areas.

The KSIT CoE-IOT seeks collaborations with PAQS to achieve the following;

- Carrying research and developing algorithms enable calibrating general commodity class sensors to provide acceptable range of Air Quality parameters.
- Conduct a study on academic performance and identify its relationship and dependency on both indoor and outdoor air quality.
- Design and Develop prototypes catering to personal health especially for those impacted by poor air quality leading to breathing problems.

The center hence intends to foster a collaborative and cross disciplinary research in vigorous fashion in years to come.

**2.2. Program Scope:** Under this MoU the two organizations; PAQS and KSIT will identify areas of research and development, Prototyping, and patents in the fields of interest as indicated above, that can be efficiently addressed through a collaborative approach. R&D programs and the education and training programs will be carried out in PAQS, Bangalore and at KSIT Center for Excellence in IoT, KSIT Campus, Bangalore. The MoU is expected to lead the collaborative R&D efforts at either organization, through entrepreneurial incubation cells.

### **3. Responsibilities:**

#### **3.1. PAQS agrees to**

- i. Exchange information consistent with the objectives and mandate of PQS, and identify areas of collaboration. Develop, formulate, and submit proposals of interest singly or jointly with KSIT to DBT, DIT, DST, national laboratories (such as R&D projects, technology assessment, testing, calibration and consultancy), and carry out such sponsored projects, describe specific R&D projects, education activities and training programs jointly pursued by PAQS and KSIT.
- ii. Facilitate Ph.D. programs: Guide / Major Advisor shall be from PAQS or KSIT as required for the project and Co-guide shall be the other organization from PAQS for each such program.
- iii. Facilitate its Center for Research (laboratories, library, office support, fields, etc.) for conducting such research work.

- iv. Formulate and carry out continuing education programs / short-term courses for industry employees within PAQS domains of expertise.
- v. Make provisions for KSIT faculty as deputed / Visiting Faculty or Adjunct Professors, for research, training and teaching at KSIT for short durations.
- vi. Participate in joint technical activities (e.g., inspections, workgroups, scientific or engineering panels) with representatives from KSIT and other organizations which may be established to provide technical advice and guidance on issues related to the fields of interest of both the organizations.
- vii. Assign a Contact Point and Technical Lead for interactions with KSIT.
- viii. Jointly prepare annual summary report on the progress made under this MoU for each of the collaborations, or other cooperative activities, that are agreed as part of this agreement (MoU).
- ix. Record, produce and maintain minutes of meeting as described in this MoU in respect of meetings held at PAQS.

### **3.2. KSIT agrees to;**

- i. Exchange information consistent with the objectives and mandate of KSIT and identify areas of collaboration. Develop, formulate, and submit proposals of interest singly or jointly with PAQS to DBT, DIT, DST, National Laboratories (such as R&D projects, technology assessment, testing, calibration and consultancy), and carry out such sponsored projects, describe specific R&D projects, education activities and training programs that will be jointly pursued by PAQS and KSIT.
- ii. Facilitate research training at KSIT for PAQS Staff / students in areas of interest to KSIT and relevant to the M.Tech. programs pursued by the students and make provisions (Center laboratories, library, workshop, office support, etc.) for such training.
- iii. Formulate and carry out continuing education programs / short-term courses for industry employees within KSIT domains of expertise. 50% concession in fees for such programs for PAQS employees shall be provided.
- iv. Take PAQS faculty on deputation to work in KSIT on-going projects so that the faculty member may gain further experience.
- v. Participate in joint technical activities (e.g., inspections, workgroups, scientific or engineering panels) with representatives from PAQS, to provide technical advice and guidance on-issues related to the fields of interest of both the organizations.
- vi. Assign a Contact Point and Technical Lead for interactions with the PAQS.
- vii. Jointly prepare annual summary report on the progress made under this MoU for each of the collaborations, or other cooperative activities, that are agreed as part of this agreement (MoU).
- viii. Record, produce and maintain minutes of meeting as described in this MoU in respect of meetings held at KSIT.

#### 4. Memorandum of Understanding (MoU) Administration:

- 4.1. **Reports:** The status of work performed under this MoU will be reviewed on an annual basis. The KSIT Contact Point will take the lead and be responsible for organizing meetings, developing agenda and recording results of the meetings. Minutes of the meetings will be produced by KSIT and be distributed to meeting participants as well as to the CEO of PAQS, and Principal of KSIT. A central file (retained by KSIT) will be maintained.
- 4.2. **Information Releases:** Principal KSIT and CEO PAQS will jointly review and approve information regarding MoU activities (meetings, new developments, etc.) prior to public release. Reports prepared under this agreement will stipulate specific procedures for the coordination, handling and public disclosure of information. All information disclosures concerning activities under this MoU or subsequent reports will comply with the guidelines of both the organizations governing the release of information. Where particular information protocols apply to a particular laboratory, or network of laboratories, those protocols will be followed by both parties to this MoU.
- 4.3. **Security Classification:** The highest security classification applied by both the parties will govern the handling of information and reports under this MoU, as appropriate. The security classification and procedures will be stipulated in each report.
- 4.4. **Facility Security, Health, Safety, and Environmental Compliance:** The host facility's security, health, safety, and environmental compliance programs will be followed by personnel when engaged in work activities as outlined in this MoU. Workers Injury Claims shall be covered by the employee's agency.
- 4.5. **Reimbursement Policy:** Each party to this agreement will handle and expend its own funds, except as otherwise noted in this MoU. The responsibilities assumed by each party are contingent upon funds being available from which expenditures legally may be met.
- 4.6. **Annual Management Meetings:** PAQS and KSIT will meet annually to plan and coordinate Collaboration under this MoU. Such meetings will be held at a mutually agreed upon location and on a date that is compatible with the planning and budgeting cycle of each organization. At this meeting, recommendations for adjustments to current activities, projects, and budget priorities will be proposed and agreed upon by the Contact Point for submission to the PAQS Director and Joint Registrar, KSIT for further action.
- 4.7. **Semi-Annual Technical Discussions:** PAQS and KSIT will meet at least twice a year to discuss technical progress under each project or activity. These reviews will require technical information exchange by PAQS and KSIT Technical Leads. These meetings may include individuals from outside of PAQS and KSIT as mutually agreed to by the respective Points of Contact.

**4.8. Technical Lead Responsibilities:** Technical Leads for each project or activity will strive to engage in:

- Providing technical information exchange consistent with agency regulations governing the exchange or release of information
- Delivering written or verbal technical evaluations of progress
- Conducting visit to sites where research is underway
- Organizing and participating in technical workshops and scientist-to-scientist meetings
- Reporting on any exceptional accomplishments from, or impediments to, successful program or project execution
- Recommending improvements for the MoU activities

**4.9. Approvals:** All plans and activities designed to carry out this MoU must be agreed to and approved by PAQS and KSIT prior to commencement of any technical work.

**4.10. Disclosure and use of Proprietary Information:** Both PAQS and KSIT recognize that successful Collaboration depends on full and prompt exchange of Proprietary Information (Information not generated in the performance of this MoU and is proprietary to the disclosing party) necessary for carrying out this MoU. The nature and amount of Proprietary Information to be acquired by either party will be consistent with the objectives stated in Section 1.2 (Objective), Section 1.3 (Goals) of this MoU.

**Disclosure:** Each party, upon request, will disclose to the other party any relevant Proprietary Information provided that:

- a) Such Proprietary Information is necessary to or useful in the R&D purposes under this MoU and will be considered as confidential information and shall not be disclosed to any third party without the disclosing party's consent;
- b) Such Proprietary Information may be made available without incurring liability to holders of proprietary rights; and
- c) Disclosure is consistent with the rules and regulations of the disclosing party and other may use the Proprietary Information however, the disclosing party will retain all its rights with respect to such Proprietary Information.

**4.11. Inventions and Licensing:** Activities conducted under this MoU and any project or other extramural arrangements may result in products or processes that are patentable. The organization whose work results in the invention shall disclose the invention to the other organization and then prepare, file, and prosecute patent applications. If protection is granted, the inventing organization will manage the invention in accordance with its rules and regulations. To be clear, title to all inventions and discoveries made by PAQS resulting from the research performed hereunder shall reside in PAQS; title to all inventions and discoveries made by KSIT resulting from the research performed hereunder shall reside in KSIT; title to all inventions and discoveries made jointly by PAQS and KSIT resulting from the research performed hereunder shall reside jointly in PAQS and KSIT.

Both parties agree to grant to the other party an option to negotiate an exclusive, royalty-bearing license to make, use or sell any invention or discovery owned wholly or partly by PAQS or KSIT and made or conceived and reduced to practice during the term of this MoU which have directly resulted from the performance of the research hereunder. PAQS or KSIT shall notify the other party of its desire to enter into such a license agreement, and a license agreement shall be negotiated in good faith between the parties.

**5. Period of Agreement:**

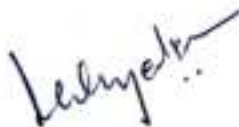
- 5.1. This MoU shall be effective for 5 (Five) years from the date of the last signature unless cancelled in writing by either of the participating organization with 90 days' notice.
- 5.2. This MoU will be reviewed annually by the Contact Point to determine if any changes or amendments should be incorporated. Such changes or amendments will be formally incorporated in the MoU within 90 days of the annual review.
- 5.3. Within 30 days of its expiry, this MoU may be renewed on same terms as on the date of expiry upon a signed agreement of renewal between the respective CEO PAQS and Principal KSIT.

6. **Governing Law:** Except as specifically provided for herein, all questions, disputes or differences arising under, out of or in connection with this MoU shall be settled in accordance with laws of India (both procedural and substantive) from time to time in force.
7. **Patent / Copyright Indemnification:** Either party will defend any suit against the other party arising out of any actual or alleged patent or copyright infringement of a valid Indian patent or copyright, to the extent based on the Proprietary Information disclosed by disclosing party to the aggrieved party, and indemnify for any final judgment assessed against aggrieved party resulting from the suit provided that aggrieved party notifies the disclosing party at the time it is apprised of the third-party claim.

**8. Names and Addresses of Parties:**

**For PAQS**

A. Vaidhyanathan  
CEO, Personal Air Quality Systems  
A 308, 2nd Floor, Block II  
KSSIDC Building Electronics City  
Bangalore 560100

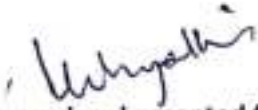


**For KSIT**

Dr. Dilip Kumar K  
Principal and Director  
KS Institute of Technology  
#14, Raghuvanahalli,  
Kanakapura Road, Bangalore-560109

**General Provisions:**

- 8.1. Nothing in this MoU supersedes any other MoU held by either party.
- 8.2. This MoU in no way restricts the parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- 8.3. This MoU describes in general terms, the basis upon which the parties intend to cooperate. It does not create binding, enforceable obligations against any party.



Approved and accepted for  
PAQS



Approved and accepted for  
KSIT





31<sup>st</sup> Oct 2022,

Mr. K.R. Vageesh

### EMPLOYMENT CONTRACT

Dear Vageesh

Subsequent to the discussions between Avaali Solutions and yourself, we're pleased to make an offer of employment on the following terms and conditions:

#### 1. Appointment:

- a. You will be appointed as an Intern for the first 6 (Six) months during the training period and upon completion of training period you will be confirmed as Associate Consultant (Career Level T1A).
- b. Your commencement will be not later than at 9.00 am on 6<sup>th</sup> March 2023.
- c. You shall be based in Bangalore but will serve the company at any of its offices, subsidiaries, or associate companies in any location within or outside India
- d. On joining, you shall report to Piyush Agrawal and in his absence any other person nominated by him.
- e. Your employment is subject to your providing documentary proof of your last drawn salary, educational qualifications, and work testimonials if any, and is also conditional upon you being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date.

#### 2. Remuneration

- a. Your annual CTC will be Rs. 3 (Three) lakhs per annum. However, for the first 2 months you will be paid a salary of Rs. 10000/- (Ten Thousand) only. The difference in your salary for the first two months will be paid after 12 months of your association with us.
- b. You shall be paid a basic salary of INR 92,580 per annum.
- c. In addition to (a) above you shall be entitled to a Flexible Compensation Plan of a sum of INR 1,60,810 per annum. A detailed schedule of Flexible Compensation plan is attached as Appendix A
- d. The sum total of (a) and (b) above is referred to as "Total Fixed Pay". Your Total Fixed Pay will be INR 2,64,500 per annum
- e. Your eligibility for initial salary reviews will be after completion of 12 months from the date of joining and your salary review will take place along with the general review date for all Avaali employees on a pro-rated basis. This will be based on your work performance - increments are therefore granted on merit only.



31<sup>st</sup> Oct 2022,

Mr. Naveen KM

**EMPLOYMENT CONTRACT**

Dear Naveen

Subsequent to the discussions between Avaali Solutions and yourself, we're pleased to make an offer of employment on the following terms and conditions:

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- e. Your eligibility for initial salary reviews will be after completion of 12 months from the date of joining and your salary review will take place along with the general review date for all Avaali employees on a pro-rated basis. This will be based on your work performance - increments are therefore granted on merit only.



## Memorandum of Understanding (MoU) for Industry Academia Collaboration

This Memorandum of Understanding ("MOU") for general cooperation is entered into an effective as of 03 March 2023 by and between:

Entuple Technologies Pvt. Ltd., having its registered office at #2730, Trikannika, 80 Feet Road, Opp. C M H Hospital, HAL III Stage, Indiranagar, Bangalore - 560038, hereinafter referred to as "COMPANY", which expression shall, unless it is repugnant to the context thereof be deemed to include all its successors and assignees represented by its board of Directors of the FIRST PARTY.

AND

"Kammavari Sangha Institute of Technology" hereinafter referred to as "INSTITUTION" which expression shall, unless it is repugnant to the context thereof be deemed to include its successors and assignees represented by its Registrar of the SECOND PARTY.

COMPANY AND INSTITUTION shall hereinafter be individually referred to as "Party" and collectively referred to as the "Parties"

Now, therefore this MoU witnesses:

### I - PURPOSE

Entuple & KSIT hereby establish this memorandum of understanding (MOU) to express their desire to work together in areas of skill development and capacity building activities for students & faculty.

Entuple & KSIT wish to explore a mutual beneficial relationship to:

- Facilitating Industry and Academia interactions for the benefit of upskilling faculty on a regular basis and to ensure that they impart the relevant technology foundation and application skill to students using the appropriate teaching methodology, tools and infrastructure time to time.
- Drive skill development focused value-added courses, job-oriented courses to students to assist them to acquire the skill desired by industry.
- Providing industry relevant project ideas for student projects
- Providing industry relevant R & D project ideas for faculty projects

CONFIDENTIAL

ENTUPLE TECHNOLOGIES PRIVATE LIMITED

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**Entuple Technologies Pvt. Ltd.**

#2730, "TRIKANNIKA" 80 Feet Road, Opp CMH Hospital, HAL III Stage, Indiranagar, Bangalore - 560038, INDIA

+91 80 61222600, 080-42028111 +91 80 30723692 ask@entuple.com

www.entuple.com



## II - ROLES AND RESPONSIBILITIES

This MOU sets forth the general roles and responsibilities that the parties propose to follow as they cooperate in the exchange of information in order to collaborate further in the areas which are mutually beneficial to the charter and mission of both Entuple & KSIT

The broad areas of engagement that have been identified as part of this general cooperation agreement are:

- A. Entuple & KSIT will endeavor to set a joint agenda on an annual basis in aid of implementing the purpose.
- B. Entuple will work with KSIT as Industry Partner for competency/skill development activities

### COMPANY Responsibilities:

- A. ENTUPLE to support KSIT as Industry Partner in VLSI, RF, IOT, Mechanical FEA and allied areas of mutual interest
- B. Entuple to support KSIT in framing/upgrading curriculum in the aforementioned technologies as industry partner.
- C. Entuple to support short term courses/ training cum internship programs and/or Career Builder Programs for students to increase awareness on VLSI, RF, IOT, Mechanical FEA, and allied technologies
- D. The duration, schedule, commercials, and revenue sharing of all training programs are jointly devised by COMPANY AND KSIT

**INSTITUTION Responsibilities:**

1. KSIT to be responsible for providing Hardware - PCs & networking, basic Operating systems software & pertinent equipment & software required for FDP/Short Term Courses & Training cum Internship Programs at campus
2. KSIT to encourage faculty and students to actively participate in FDP and training programs driven jointly.
3. KSIT shall commit a minimum of 100 students per annum for the training programs
4. KSIT shall designate a faculty coordinator for all training programs to coordinate with COMPANY in scheduling, execution of all training programs
5. KSIT shall make payment to the COMPANY the training charges as per mutually agreed terms & conditions

**IV Training Programs, Mode of delivery and Revenue Share Metrics**

**Mode of delivery**

**Online - Training administered using Video Conferencing Solution**

**Onsite - Training administered at Entuple Facility or the Institution**

- a. **Short Term Courses (Online/Onsite) - Upto 5 days**
- b. **Training cum Internship Programs for students (Online and Onsite): Upto 4 weeks**
- c. **Career Builder Programs (Online/Classroom): Upto 4 months  
Excluded from Scope of MOU**

### Revenue Share Metrics

Sl #	Minimum Students Per Batch	Discounts / Revenue Share - <Institution>
1	10	10% on the List Price*
2	20	15% on the List Price*

Sln0	Minimum Students Per Annum	Revenue Share - <Institution>
1	100	5% on the Total Revenue Collected*
2	150	10% on the Total Revenue Collected*

### On site Programs

Additional 5% discounts -Terms and Conditions applicable (please refer to the Annexure1)

- Exclusive of Taxes

#### V Activities Benefitting Host institution under MoU

- 1) KSIT can conduct free Webinar/workshop in association with Entuple Technologies as per mutually agreed schedules and mode of operation
- 2) KSIT can conduct paid Faculty Development Program (FDP), Short Term Training Programs (STTP), Training cum Internship Program, Career Builder Programs in association with Entuple. These programs are aimed at providing industry skills in campus and boost competency and employability of students.
- 3) The cost of all training programs is decided mutually by INSTITUTION & COMPANY.
- 4) The minimum batch size for all training programs and number of batches per annum as per mutually agreed terms and conditions.
- 5) All customized training programs cost is subject to level of complexity and expertise level as per the discretion of Entuple
- 6) All the training information will be sent to the mail id given by the institution.
- 7) Entuple shall support one day Career guidance program every year either onsite or online for Institutions that fulfil the minimum number criteria.
- 8) Entuple technical team will provide support for institutions in forming and upgrading the curriculum
- 9) COMPANY shall accommodate students from KSIT for industrial visits and technical discussions at a mutually agreed terms and conditions. The field visits to serve the industrial exposure to faculty and students of KSIT

#### VI - INTELLETUAL PROPERTY

- a. The term "intellectual property" as used herein means all intellectual property, whether or not capable of being registered, including but not limited to patents, copyright, computer software, code, design, chip technology rights, mask works, trade secrets, know how technique, methodologies, trademark, service mark, logo, trade name and corporate names.
- b. It is hereby expressly clarified that any intellectual property independently created by KSIT /its faculty/Student at the Entuple center for excellence which is not derived from and does not embody Entuple intellectual property or Entuple confidential information shall vest solely with KSIT, and Entuple shall not be entitled to the same unless and until specifically agreed upon prior to or during the engagement.

## VII – RELATIONSHIP

KSIT understands and acknowledges that its relationship with COMPANY or its affiliate will be that of an independent principal and nothing in this agreement is intended to or should be construed to create a partnership, joint venture, agency or employer-employee relationship and neither party shall have any authority of the other otherwise than as strictly provided herein

## VIII – TERMS AND TERMINATION

- 1) This MoU shall become effective from the date hereof and shall remain in force unless terminated in accordance with provisions for a duration of 2 years.
- 2) Entuple and KSIT may extend the areas of collaboration on mutual discussion, agreeable terms, and conditions time to time.
- 3) Institution shall be provided by a unique id and students needs to enter the ID number while making the payment for any of the programs conducted/supported by Entuple
- 4) All programs should be published in KSIT website and social media channels/notice board or through email or other channels of communication to all students all times.
- 5) The MOU shall be renewed for the consecutive year only if - Minimum number of training programs with agreed batch size is facilitated by KSIT and executed by INDUSTRY at mutually agreed terms and conditions
- 6) The MOU shall be renewed after every two years.
- 7) This MoU may be terminated by either party hereto if another party commits material breach or default in performance of its obligations hereunder and the same (if capable of being remedied), has not been cured within 30 (thirty) days of receipt of written notice of such breach or default.
- 8) In case of termination of agreement by KSIT , the institution is obliged to give an undertaking stating that any part of training content IP including source content, illustrations, design case studies will not be used/reproduced in any format without prior written permission for any training related activities the institution might choose to offer and execute either independently or in collaboration with any other





3<sup>rd</sup> party. Violation of this may warrant legal implications subject to the discretion of Entuple Technologies Private Limited, Bangalore.

- 9) The termination hereof shall not serve to release a Party from the performance of such of its obligations as may have arisen prior to termination.

In WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives as of the MOU effective date above.

**WITNESSES:**

**For KSIT**


**For Entuple Technologies Pvt. Ltd.**

Name: Dr. Dilip Kumar K  
Designation: Principal & Director

Signature:   
Date: 03 March 2023

Principal  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109

Name: Mr. Ramarao Nagesh  
Designation: Head - Training

Signature:   
Date: 03 March 2023



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ENTUPLE TECHNOLOGIES PRIVATE LIMITED

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**Entuple Technologies Pvt. Ltd.**

# 2730, "TRIKANNIKA" 80 Feet Road, Opp CMH Hospital, HAL III Stage, Indiranagar, Bangalore - 560038, INDIA

+91 80 61222600, 080-42028111 +91 80 30723692 ask@entuple.com

www.entuple.com

**MEMORANDUM  
OF  
UNDERSTANDING  
BETWEEN**



**KSIT**  
K S INSTITUTE OF TECHNOLOGY

**K S INSTITUTE OF TECHNOLOGY,  
BANGALORE**

**&**



**TEQUED LABS PRIVATE LIMITED,  
BANGALORE**

**September, 2018**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made on 11<sup>th</sup> of September 2018, by and between:

**K S INSTITUTE OF TECHNOLOGY (KSIT)**, No.14, Raghuvanahalli, Kanakapura road, Bangalore an entity incorporated under the laws of India and having its Principle place of activity at Bangalore, India represented by its Principal. (Hereinafter referred as "KSIT").


AND

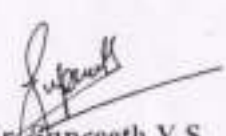
**TEQUED LABS PRIVATE LIMITED**-having its Registered Office - No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085(hereinafter referred as "TEQUED LABS"):

**KSIT and TEQUED LABS** shall be hereinafter collectively be referred to as "Parties" and individually as "**KSIT – First Party and TEQUED LABS – second party**" respectively.

### WHEREAS

- A. **K S INSTITUTE OF TECHNOLOGY, BANGALORE** is specialized in providing value-added, holistic engineering education to students at affordable costs, in conducive academic ambience, leading to Personality development and intellectual growth.
- B. **TEQUED LABS** is an R&D Innovation Hub, technical educational institute which is focused on providing quality education on latest and cutting edge technologies to students also specializing in software/ hardware development and Placement training. The goal of the company is to promote innovation, entrepreneurship and also increasing employability quotient thus making the students Job- Ready.
- C. Both the Parties wish to co-operate with each other as per the terms and conditions enumerated in this MoU.

  
**Dr.T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

**NOW THEREFORE THE PARTIES SET FORTH THEIR PRELIMINARY UNDERSTANDING AS FOLLOWS:**

**1. Scope**

1.1 The scope of this MoU is to provide a framework of reference to build a strong and on-going relationship between **KSIT** and **TEQUED LABS** in various areas of mutual interest and benefit.


1.2 The primary goals are:

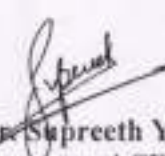
- **Conducting Faculty Development Programs (FDPs):** Faculty Development / Certification Programs are to be conducted in the KSIT Campus for the Faculty members of the college / other colleges to get trained in technologies/domains like Virtual and Augmented Reality, Artificial Intelligence, Machine Learning, IOT, Data Science, Robotics etc
- **Conducting Workshops/ Events/ Training Modules:** Workshops/ Events / Training Modules are conducted in the in the above mentioned fields for the benefit of the Students.
- **Technology Foundation Courses** with hands-on experiential training to students for enhancing their technical skills:

1. Programming languages like

- Python
- R
- Java
- C++
- Ruby

2. Internet of Things (IoT)
3. Artificial Intelligence (AI)
4. Virtual and Augmented Reality
5. Advanced Engines Management System
6. Data Science
7. Blockchain
8. Mobile Application Development
9. Courses for Civil Engineering students
10. Internships and Project Work facilitation
11. Expert Lecture on need basis

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

2.1 **KSIT and TEQUED LABS** establish a "**Core Consulting Team**". Both the Parties shall ensure that the "**Core Consulting Team**" comprises of appropriate personnel from both parties to discuss and implement the ideas. Both sides will also have Single Point of Contact for coordinating various activities and for administration purpose.


2.2 **KSIT** shall be represented by Principal along with the team of designated faculty members as and when necessary.


2.3 **TEQUED LABS** shall be represented by **Mr. Supreeth Y S**, Director and CEO

2.4 The Parties hereby acknowledge and agree that "**Core Consulting Team**" will meet at least once in three months (every quarter) to ensure successful implementation of all programs mutually agreed to in the areas mentioned in this MoU. Dates are to be decided by mutual consultation.

3. **Responsibilities of KSIT:**

- a. To provide necessary classroom and laboratory infrastructure with Hardware, Software and a designated Faculty In-charge for conducting the program.
- b. To identify and make available interested students internally as desired by KSIT to participate in the program.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

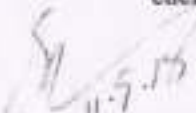
4. **Responsibilities of TEQUED LABS:**


- To promote innovation and entrepreneurship among students.
- To train KSIT students on latest, advanced and cutting edge technologies in the KSIT campus.
- To provide a platform for students to exhibit their innovations at regional, national and international project competitions and hackathons.
- To allow students to carry out UG/PG Projects / Internships as per University regulation. The number of students and projects/internship will be decided based on mutual convenience.

5. **Joint responsibilities of KSIT and TEQUED LABS**

KSIT and TEQUED LABS jointly agree:

- a. To closely work together to bring paid Workshop/Training opportunities for colleges nearby. The workshops will be technically supported by **TEQUED LABS**. Travel and accommodation of the trainers/trainees will be taken care either by college or **TEQUED LABS** decided on case to case basis.
- b. If any project carried out in a joint venture leads to a potential Product/service, then incubation centre terms and conditions will be laid down on **TEQUED LABS**
- c. In case of additional funding required to develop expertise on consulting, **KSIT and TEQUED LABS** will put up joint project proposal for funding by govt or any other agencies.
- d. To work towards success of projects and relationship fostering between both the parties.
- e. To enter into a separate non-Disclosure agreement to safeguard and protect each other's data confidentiality and other interests.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

## 6. Terms and Termination

6.1 This MoU shall come in to effect from 14<sup>th</sup> day of September 2018, and shall remain in effect for a period of thirty six (36) months. After a period of thirty six months, MOU can be further extended on mutual agreement.

6.2 Either Party shall have the right to terminate this MoU by giving ninety (30) days prior written notice to the other Party.

## 7. Confidentiality


7.1 Neither Party shall, without the prior written consent of the other Party disclose to any third party the contents of this MoU or any information obtained by either Party in performance of or in connection with this MoU. The Parties agree to take all reasonable measures to maintain the confidentiality of all Information which in no event will be less than the measures it uses to maintain the confidentiality of its own information of similar importance.


7.2 The obligations of confidentiality shall come into effect upon the signing of this MoU and shall survive even after the termination of this MoU.

## 8. Commercial

The commercials for each consulting/Training opportunity shall be:

- a. A course like AR/VR, IoT, AI, Machine learning, are very high in demand and is highly priced in the Market. However, in the interest of the students, TEQUED LABS, will provide training at very reasonable rates without compromising on the quality of education. Here is the mutually agreed fee structure:
  - I. Training fee structure will be jointly fixed by both the parties.
  - II. The Cost for the Board/ Kits /other training materials shall be charged to the students.
  - III. Food & Lodging Facility for TEQUED LABS Experts during training will be provided by TEQUED LABS.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Suresh Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

9. **Intellectual Property Rights:**

9.1 This policy assures that the intellectual property arising from this agreement is used in the best interest of both parties.

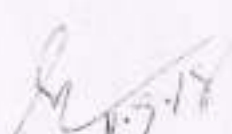
9.2 If any project done by students **under the guidance of Tequed Labs** result in an IP, it will be shared between the 3 parties ie between Student/s, KSIT and Tequed Labs.


9.3 **KSIT**, its employees and the faculty / students are protected and indemnified from all liability arising from the development, marketing, or use of the particular intellectual property by **TEQUED LABS**

9.4 Both Parties shall retain their respective rights with respect to any equipment, methodologies, tools and technologies provided here under for the purpose of this MOU. Both Parties will ensure that such equipment, methodologies, tools and technologies are used solely for the purpose set out in this MOU.

10. **Arbitration**

10.1. In the event of any dispute or differences arising at any time between the Parties here to as the construction, meaning or effect of this Agreement or any clause or thing contained herein or the rights, duties, liabilities and obligations of the Parties here to or breach thereof, the parties shall in good faith endeavor to resolve the dispute by mutual discussion. In the event, the parties are unable to do so, the matter will be settled by arbitration subject to the provision of the Arbitration and Conciliation Act, 1996 and as amended from time to time. The Parties agree shall mutually endeavor to appoint a single arbitrator, within a period of thirty (30) days upon being called upon to do so. In the event, the Parties fail to appoint a single arbitrator, by mutual agreement, each Party will appoint one arbitrator and the two arbitrators so appointed will appoint a third arbitrator to whom the dispute will be referred for resolution. The arbitration proceedings shall be in English and held in Bangalore and in accordance with the Arbitration and Conciliation Act 1996 and as amended from time to time.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085



11. **Governing Law and Jurisdiction.**

11.1 This MoU shall be governed by the laws of Republic of India. Any dispute arising in connection therewith shall be submitted only to the Courts in Bangalore, India.

12. **Non Solicitation**

12.1 KSIT shall not directly or indirectly solicit, or cause to be solicited the employment of any employee of **TEQUED LABS**, who is involved in the performance of its obligations under this MoU.


13. **Binding**


13.1 This MoU shall be binding on the Parties.

13.2 The Parties hereby acknowledge that this MoU is confined to the general terms agreed between the Parties for mutual co-operation.

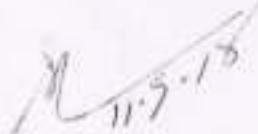
14. **Entire Understanding**

This MoU contains the entire understanding of the Parties with respect to the subject matter addressed herein and supersede, replace and merge all prior understandings, promises, representations and agreements, whether written or oral, relating thereto.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109


  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

IN WITNESS THEREOF, each of **KS Institute of Technology, Bangalore** and **TEQUED LABS** - having its Registered Office No 10, BSK 3rd Stage, Bangalore, Karnataka, India, 560085 has caused this MoU to be signed and delivered by its duly authorized representative.

  
**Dr. T V Govindaraju**  
Principal,  
KSIT, Raghuvanahalli  
Bangalore-560109

  
**Mr. Supreeth Y S**  
Director and CEO  
TEQUED LABS,  
Bangalore - 560085

Date: 4/9/18  
Place: Bangalore

  
Witnesses

Date: 14.09.2018  
Place: Bangalore

  
Witnesses



# Tequed Labs

(Incubated by NASSCOM)

Annexure 1

Date: 8th December

2021

Extending the Validity of the MOU The validity of this MOU shall be extended up to December 31<sup>st</sup> 2024.

All the clauses mentioned in the MOU shall remain unchanged

For **TEQUED LABS PVT. LTD.**

Supreeth Y S

Director and CEO  
ECE

Tequed Labs Pvt Ltd Bangalore

Dr P N Sudha

HOD, Department of

KSIT  
HEAD OF THE DEPARTMENT  
Dept. of Electronics & Communication Engg  
K.S. Institute of Technology  
Bangaluru - 560 109



Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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**K.S. INSTITUTE OF TECHNOLOGY**  
Accredited By NAAC

# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | website : www.ksit.edu.in

## MEMORANDUM OF UNDERSTANDING

*Between*

**K.S INSTITUTE OF TECHNOLOGY BENGALURU and GOVT. TOOL ROOM AND  
TRAINING CENTRE – KANAKAPURA**

Date: - 10/03/2021

### 1. BACKGROUND

This MoU is for the benefits of students for Mechanical / Mechatronics / Automobile / Tooling / High Precision Manufacturing / Renewable Energy Industries. This MoU is for the conducting internship Training, Projects, Workshop, Seminar, Faculty Development Programme and Industry-Institute Interactions, Under Taking the following Branch's

1. Mechanical Engineering.

### 1.1. BENEFITS TO THE K.S INSTITUTE OF TECHNOLOGY, BENGALURU

- i. Opportunity to emerge as one of the competent entities in the academic circles in research and development in the area of Mechanical Engineering;
- ii. Opportunity to be recognized by the industry and academic circles as one of the preferred locations for acquiring training and skills development in latest technology Machine Tools and software.
- iii. Opportunity to utilize the Program to train students on Latest Technology Machine Tools, Software products and technologies.



- iv. Opportunity for the faculty and students of K.S INSTITUTE OF TECHNOLOGY, BENGALURU to design world class curriculum capable of delivering the caliber of Mechanical Engineering skills required at present and also for the future
- v. Students will get 20% discount in course fees, provided with minimum batch quantity of 20 No's and Fees will be directly deposited to GTTC through institutes.

## 1.2. BENEFITS FROM GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA.

- i. Students and faculty will get the technical support on latest technology along with paper presentations and live projects.
- ii. Students and faculty will get the coding level workshop program, CNC programming and coding on latest technologies and workshop program will be on hands on work.
- iii. GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA will support for student final year academic project with training and development on as per student problem statement and also latest technology.

## 2. MONITORING OF IMPLEMENTATION

A Co-ordination Committee consisting of two faculty members of K.S INSTITUTE OF TECHNOLOGY, BENGALURU and two officers nominated by GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA will do the planning and monitoring of the implementation of the various aspects of this MoU. There will be an annual review. This review would primarily focus on the curriculum progress, faculty availability and certification.

### 2.1 GENERAL

- i. This MoU may be terminated by either party through a notice of one month. Either party may terminate this MoU if either of the parties is frustrated by reasons beyond



- ii. It's control from going ahead with the implementation of the provision of this MoU. The provisions contained in Clauses 5 ("Intellectual Property Rights"), 6 ("Limitation of Liability") and 7 will survive any such termination.
- iii. Neither parties will make any presentations pertaining to the other or its business or affairs, without the express written consent and approval of other.
- iv. It is understood that during the course of this MoU it may be necessary for either party to disclose confidential/proprietary information to the other.  
The disclosure of any such information or data between the parties shall be made pursuant to an executed Confidentiality Agreement.
- v. All costs incurred by a party pursuant to this MoU shall be borne by the party who incurred the costs.
- vi. There shall be no liability on the part of any party to the other arising from the termination of this MoU.
- vii. This MoU is not binding on either of the parties hereto, except as specifically set out hereto. This MoU is intended to express the broad understanding of the parties and as a broad framework for working together on a specific opportunity as detailed herein.
- viii. The terms of the applicable software license agreements and terms relating to confidentiality under this MoU shall survive the term of the MoU.
- ix. Neither party may use the other's corporate name or any trade mark or name or any other items or assets protected by intellectual property rights, including but not restricted to, use in any promotional material, press releases, advertisements, communications, stationery, web sites, or the like.
- x. Neither party will disclose the existence, or the terms and conditions, of this MoU or any information connected with it or any information received from the other or otherwise during the implementation of this MoU or its subsequent amendments, if any, except as may be required by law or on a strictly "need-to-know" basis for the purpose of implementing this MoU, or its subsequent amendments, if any, unless express prior written consent of the other party shall have been obtained in advance.



- xi. Save for their respective rights and obligations relating to Intellectual Property Rights (including the ownership of the Intellectual Property) as mentioned in Clause herein above, neither party is liable to the other for any damages or claims.
- xii. Unless previously consented to by both parties, there shall be no assignment of any interest under this MoU by any party hereto.

**SUMMARY:**

- ❖ *GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA* recognizes the significance of the Principal of *KS GROUP OF INSTITUTIONS, BENGALURU* initiative to be the leader in the field of Tooling and High Tech Technology related academia in the country.
- ❖ *GOVT. TOOL ROOM AND TRAINING CENTRE – KANAKAPURA* proposes to make available the appropriate technology and expertise to develop K.S Institute Of Technology, *BENGALURU* position as a leading institute providing high quality skilled resources. This Memorandum of Understanding is intended to express the broad understanding of the parties regarding their working with each other to the extent possible for their mutual benefit.

  
PRINCIPAL  
Signature with seal & date  
K.S INSTITUTE OF  
TECHNOLOGY, BENGALURU

  
PRINCIPAL  
Govt. Tool Room & Training Centre  
Signature with seal & date  
GOVT. TOOL ROOM AND TRAINING CENTRE,  
KANAKAPURA



**K S I T**  
**MANAGING COUNCIL**  
**CHANDRA NAIDU CHAIRMAN**  
**EDU. EX. OFF.**  
**TH. BX. OFF.**  
**ISH. V. T.**  
**ANYAM NAIDU**  
**PL. NAIDU**  
**OU**  
**GATH**  
**SH**

**KAMMAVARI SANGHAM (R) - 1952**  
**K S. GROUP OF INSTITUTIONS**  
**K S INSTITUTE OF TECHNOLOGY BANGALURU - 109**  
 (APPROVED BY AICTE NEW DELHI & AFFILIATED TO VTU BELGAVI)

**PRESIDENT SRI Y RAMACHANDRA NAIDU**  
**SECRETARY SRI K VENKATESH NAIDU**  
**TREASURER SRI D RUKMANGADA**

**PRINCIPAL**  
**V A BALAJI**

DEF.	NO. OF STARTING	PROF'S	ASSO. PROF'S	TOTAL NO. OF STAFF	NON-TEACHING
E	1999	01	01	20	11
C	1999	02	03	21	11
M	1999	01	05	21	15
T	2000	02	02	21	15
	2001	01	01	21	15
	2004	02	00	21	15
	2014	01	01	21	15
	2014	01	01	21	15
	2014	01	01	21	15
	2014	01	01	21	15

**ACTUAL NO. OF STUDENTS**  
 2020-21 2021-22 2022-23 2023-24

**K S I T**  
**PRINCIPAL**  
**NAME**  
**DR. T. S. MOORTHY** OCT  
**CHANNAKESHAVALU** NOV  
**Y. NARAYANASWAMY** MAY  
**MANJUNATH** OCT  
**V. GOVINDARAJU**  
**V. A. BALAJI**





Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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**K.S. INSTITUTE OF TECHNOLOGY**

Accredited By NAAC

# 14, Raghuvanahalli, Kanakapura Road, Bengaluru - 560 109.

Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | website : www.ksit.edu.in

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter called as the 'MoU') is entered into on this 30<sup>th</sup> of September, Two Thousand and Twenty-one (30.09.2021), by and between

Department of Mechanical Engineering, Kammavari Sangham Institute of Technology (KSIT), having its office at Raghuvanahalli, Kanakapura Road, Bengaluru, Karnataka 560109 hereafter referred as "FIRST PARTY", represented by Dr. Dilip Kumar K, Principal as the party of the Academic Institution through Dr. Umashankar M, Head of the Department of Mechanical Engineering, KSIT and Prof. Rajesh G.L, Member Convener of Industry Institute Interaction Cell, KSIT.

*And*

Bangalore Aircraft Industries Pvt. Ltd an organization having its office situated at No. 39, Aerospace Park KIADB, Bengaluru, Karnataka 562129, herein referred as "SECOND PARTY" represented by Sri. K E Girish, Co-Founder & Director, BANGALORE AIRCRAFT INDUSTRIES PVT. LTD, Bengaluru.

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

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE TO AGREE AS FOLLOWS:

### 1) CO-OPERATION:

Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the Institution and its related wings. The Parties shall keep each other informed of potential opportunities and shall share the information that may be relevant to secure additional opportunities for one another.

### 2) SCOPE OF THE MOU:

The potential graduates from the institutions could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.



**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | website : www.ksit.edu.in

The Department of Mechanical Engineering, KSIT, is very well equipped with the faculty as well as laboratory resources supported by world class infrastructure to fulfill its objectives. BAIL is well equipped with team of professionals experienced in the field of aircraft design and development along with the industrial infrastructure required to design and development of airframe structural components for small aircraft. In order to utilize the resources of both parties effectively for the benefit of perusing undergraduate, graduates and faculties both the parties agree to work on potential initiatives. These initiatives include:

• **Industrial Training/Internship and Project work:**

1. Industry and Institution interaction will give an insight in to the latest developments/requirements of the industries; Second Party to train the students of First Party on the emerging technologies in order to bridge the skill gap and make them industry ready at a cost as mutually agreed upon.
2. The industrial training and exposure provided to students through this association will build confidence and prepare the students to have a smooth transition from academic to working career. Second party to help the students of first party in academic project work in terms of technical support.

• **Invited Expert Lectures:**

1. Bringing in speakers with proven expertise from industry in a specific topic provides added credibility to the contents of the curriculum. This provides students not only with different points-of-view, but also with potential resources they can apply in later courses.
2. In this connection, second Party to extend the necessary support to organize/deliver guest lectures/Invited talks/workshop to the students as well as faculties of the First Party on the technology trends and in emerging fields.

• **Engineering Consultancy:**

1. Department of Mechanical Engineering is well equipped with state-of-the-art laboratory equipments and high-end computing software. Second party to support getting the engineering consultancy work to the First party on a mutually agreed term.
2. Both parties understand and acknowledge that they are making a significant commitment to this collaborative effort. Accordingly, parties agree to expand their best efforts on their implementation and successful continuation of the said venture.

**3) INTELLECTUAL PROPERTY**

Nothing contained in this MOU shall, by express grant, implication, Estoppel or otherwise, create in either party any right, title, interest, or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party.

**4) CLAUSE OF VALIDITY**

- This MoU will be taken effect from the date it is signed by the representatives of both parties. It will be valid for a period of **two years** from the date of signing. The agreement is renewable further as per the need of both parties after suitable review.



**KSIT**  
K.S. INSTITUTE OF TECHNOLOGY

Kammavari Sangham (R) 1952  
K.S. GROUP OF INSTITUTIONS

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Tel : 080 28435722 / 24, Fax : 080 28435723

E-mail : principal.ksit@gmail.com / principal@ksit.edu.in | website : www.ksit.edu.in

- Both parties shall take all responsible steps to ensure the successful completion of the collaboration and shall cooperate with each other in performance of their respective obligations. Either party may terminate the MoU by giving written notice to the other party, one month in advance.
- However, both parties will ensure that all activities in progress are allowed to complete successfully.

**5) ARBITRATION CLAUSES:**

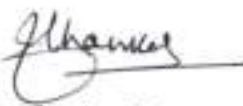
- All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.
- Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 10 days, the Head of Institution of KSIT and the Partner, BAIL or any other persons so nominated by the respective parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.


In witness where of the Parties have caused this Agreement to be executed by their duly authorized representatives on this 30<sup>th</sup> of September 2021 at Kammavari Sangham Institute of Technology, Bengaluru

**Dully Signed by**

For, Bangalore Aircraft Industries Pvt. Ltd	For, Kammavari Sangham Institute of Technology
Name: Sri. Girish K E	Name: Dr. Dilip Kumar K
Designation: Co-founder and Director	Designation: Principal, KSIT
 (Signature & Seal)	 PRINCIPAL K.S. INSTITUTE OF TECHNOLOGY BENGALURU - 560 109. (Signature & Seal)

**Witness:**

Signature:   
Name: Dr. Umashankar M  
Designation: Head of the Department,  
Department of Mechanical  
Engineering, KSIT

Signature:   
Name: GRINIVAS MURTHY G.K.  
Designation: SENIOR ENGINEER



# TOYOTA

## **NANDI TOYOTA**

MOTOR WORLD PRIVATE LIMITED

#46/3A, Kudlu Gate, 7th Mile

Hosur Road, Bengaluru - 560068

Ph : 080 - 49431111

Website : [www.nanditoyota.com](http://www.nanditoyota.com)

**KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY,  
DEPARTMENT OF MECHANICAL ENGINEERING  
BENGALURU-560109  
&  
NANDI VISHWAVIDYALAYA,  
NANDI TOYOTA,  
MOTOR WORLD PRIVATE LIMITED, BENGALURU-560068**

## **Memorandum of Understanding Between**

**Kammavari Sangham Institute of Technology,  
Department of Mechanical Engineering  
Bengaluru  
&  
Nandi Vishwavidyalaya,  
Nandi Toyota,  
Motor World Private Limited, Bengaluru**

### **MOU Signed at:**

Nandi Vishwavidyalaya, Nandi Toyota,  
Motor World Private Limited  
#46/3A, 7th Mile, Kudlugaite,  
Hosur road, Bengaluru-560068

**Date: 18-09-2021**

The Memorandum of Understanding between Kammavari Sangham Institute of  
Technology, Department of Mechanical Engineering

Bengaluru-560109

&

Nandi Vishwavidyalaya, Nandi Toyota,

Motor World Private Limited,

Bengaluru-560068

This Memorandum of understanding [MoU] is made in the month of September-18-2021 between Kammavari Sangham Institute of Technology, engaged in the promoting and provide quality technical education at all levels to the student community in general, Affiliated to VTU, Belagavi & Approved by AICTE, New Delhi, Accredited by NAAC & IEI, having its office at #14, Kanakapura Road, Raghuvanahalli, Bangalore City Municipal Corporation Layout, Bengaluru, Karnataka 560109. Represented by its Principal/HoD (ME) on the one part,

&

Nandi Vishwavidyalaya, an Automobile based Training Centre of Nandi Toyota, having its registered office at Motor World Private Limited, # 46/3A, 7<sup>th</sup> Mile, Kudlu Gate, Hosur Road, Bengaluru-560068, represented by its Dean on the other part.

Based on the Directions of VTU & AICTE, Kammavari Sangham Institute of Technology has approached Nandi Vishwavidyalaya for undergoing Internship Programme and other Automobile related programmes for its Engineering students. The MoU is made for "Internship Program" and imparting Skill Development Training under different training programs organized by Nandi Vishwavidyalaya in the field of Automobile.

In this connection, the following points are agreed upon:

**1. Objective:**

The objective of the Nandi Vishwavidyalaya is to provide Internship Program / Technical / Soft skills development of advanced automotive technology through hands on experience, and thus enhance employment opportunities in the field of Automobile & Allied Industry. Towards enhancing this objective, the Kammavari Sangham Institute of Technology will mobilize its students to undergo Internship Program and skill-development training to enable them to be industry ready.

## **2. Recitals:**

- i. Nandi Vishwavidyalaya has provided Internship Program / various Technical / Soft Skill Training in Advanced Automotive Technology and Automobile Sales & Servicing areas to students of Engineering Graduates & Polytechnic Students.
- ii. Kammavari Sangham Institute of Technology is an engineering college engaged in imparting education to develop professional skills and prepare the students for employment and higher education.
- iii. The purpose of the agreement is with reference to defining the areas of co-operation benefiting both Kammavari Sangham Institute of Technology and Nandi Vishwavidyalaya.

## **3. Scope of Agreement:**

### **a. Nandi Vishwavidyalaya**

- i. Nandi Vishwavidyalaya in liaison with Kammavari Sangham Institute of Technology shall provide Internship Program / various technical / soft Skill training programmes to the students / participants mobilized by Kammavari Sangham Institute of Technology.
- ii. Nandi Vishwavidyalaya will provide Internship Program / various technical / Soft skill training program to different categories of students referred by Kammavari Sangham Institute of Technology.
- iii. Nandi Vishwavidyalaya, unless otherwise stated, will utilize its premises, subject experts, software and training kits / equipment for conducting the programs.

**b. Kammavari Sangham Institute of Technology**

- i. To utilize the expertise of Nandi Vishwavidyalaya to its students, Kammavari Sangham Institute of Technology will mobilize its students.
- ii. The Kammavari Sangham Institute of Technology will mobilize Students to undergo Internship Programme at Nandi Vishwavidyalaya every year.
- iii. Subject to mutual convenience, Kammavari Sangham Institute of Technology may utilize the services of the Faculty of Nandi Vishwavidyalaya to render specialized domain intervention. Also may conduct free technical sessions in order to promote the Nandi Vishwavidyalaya training programs and provide promotional materials to motivate the students.

**4. Program Support & Methodology:**

- i. The Internship Program / various technical / soft Skill training programmes shall be conducted at the premises of Nandi Vishwavidyalaya, Nandi Toyota or at Kammavari Sangham Institute of Technology if the Nandi Vishwavidyalaya satisfies itself on the adequacy of the infrastructure to conduct part of such programmes at Kammavari Sangham Institute of Technology.
- ii. Nandi Vishwavidyalaya shall provide all support needed for imparting the necessary programmes to the student mobilized by Kammavari Sangham Institute of Technology.
- iii. Each training program of specified duration will be carried out on mutually agreed terms.
- iv. Nandi Vishwavidyalaya will issue the certificates to students after successful completion of the programme. The feedbacks are solicited and will be taken positively as far as possible by Nandi Vishwavidyalaya.

## 5. General Agreements

- i. Both the parties agree that no action / failure on either part, to act relating to the above proposal, will give raise to / serve as the basis for any claim, obligation or liability on either side.
- ii. Both the parties can issue press release, make public announcement, or other such disclosure related to this Agreement without the other party's prior consent as long as it does not affect the objective, ethical values and reputation of the respective Institutions.
- iii. This Agreement may be amended with the prior written consent of both the parties.
- iv. Subject to availability of infrastructure and other facilities at Nandi Vishwavidyalaya, students mobilized by Kammavari Sangham Institute of Technology and undergoing various programs at Nandi Vishwavidyalaya can take up appropriate projects which may be required as part of Academic requirement at Kammavari Sangham Institute of Technology, If required, such projects can be carried out in co-ordination with the associated faculty from Kammavari Sangham Institute of Technology.
- v. This agreement made for **three years (3 yrs.)** which is renewable with review meetings. Either party can cancel or terminate this Agreement by giving an advance notice of two (2) months to the other with justification for such act.

## 6. Course Deliverables:

- i. The programs offered, duration and fee structure would be amended as appropriately with mutual agreements.
- ii. Nandi Vishwavidyalaya will follow its standard methodologies related to quality norms of conduct, student attendance, student feedbacks, internal assessments, examination, evaluation, certification, resulting to effective delivery of course content and competence building of the participant.



- iii. The list of programs can vary from time to time and courses shall be added / deleted based on mutual convenience, in discussion by both the parties.
- iv. Subject to availability of adequate infrastructure & facilities, Nandi Vishwavidyalaya may conduct tailor made courses apart from regular programmes. Part of programmes may also be conducted at Kammavari Sangham Institute of Technology premises or any other mutually agreed place with other associated activities conducted at Nandi Vishwavidyalaya.
- v. The minimum & maximum student batch size for commencing a batch will be decided on mutually agreed numbers and it is as per the available seating capacity at Nandi Vishwavidyalaya, Nandi Toyota.
- vi. The technical support in terms of presentations and publicity material shall be provided by Nandi Vishwavidyalaya.
- vii. The duration of programme per day is flexible to suit the requirements of both the Institutions and will be in mutual consultation.
- viii. Nandi Vishwavidyalaya is open to conduct week end courses i.e., on Saturdays and Sundays with mutually agreed terms.

## **7. Course Fee and mode of payment:**

- i. The program fee is as per the choice of program and duration, for regular programs.
- ii. Any changes in program fee in future will be communicated.
- iii. For regular programmes, Kammavari Sangham Institute of Technology shall organize upfront collection of fee from the students and arrange remittance to Nandi Vishwavidyalaya.
- iv. Payments shall be made in favor of the "Motor World Private Limited", the registered entity of Nandi Vishwavidyalaya. Motor World Private Limited will issue appropriate invoice/ receipt.
- v. Nandi Vishwavidyalaya shall prepare a consolidated list of students enrolled to the different courses by Kammavari Sangham Institute of Technology and forwarded a copy to Kammavari Sangham Institute of Technology as and when the processes of admission for the respective courses are completed.

- vi. For Tailor made programmes course fee will be decided by the type of programme and number of days subject to a minimum of 25 students in a batch.
- vii. Kammavari Sangham Institute of Technology fully understands that the fees charged is a fair estimate of the expenditure incurred by Nandi Vishwavidyalaya for utilizing the infrastructure, designing & developing the programme content & hardware.

## **8. Communication.**

All communications under this agreement or in connection herewith, shall be given to the respective parties as follows:

To,  
Principal / HOD (ME)  
Kammavari Sangham Institute of Technology,  
#14. Kanakapura Rd,  
Raghuvanahalli,  
Bangalore City Municipal Corporation Layout,  
Bengaluru, Karnataka-560109.

To,  
Dean,  
Nandi Vishwavidyalaya,  
Nandi Toyota  
Motor World Pvt. Ltd  
#46/3A, 7<sup>th</sup> Mile, Kudlu gate, Hosur Road,  
Bengaluru, Karnataka-560068.

## **9. Review Meetings:**

For smooth and efficient functioning and implementation of the MoU, both the parties shall meet periodically, or on mutually agreed dates to reviews and future actions.

**KAMMAVARI SANGHAM INSTITUTE OF TECHNOLOGY  
DEPARTMENT OF MECHANICAL ENGINEERING  
BENGALURU  
&  
NANDI VISHWAVIDYALAYA,  
NANDI TOYOTA,  
MOTOR WORLD PRIVATE LIMITED  
BENGALURU**

In witness whereof those present have been entered hereto, on Eighteenth day of September, 2021 herein.

*For*

*Kammavari Sangham Institute of Technology*

*For*

*Nandi Vishwavidyalaya*

  
(Authorized Signatory with Seal)

PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109.  
Name: DR. DILIP KUMAR K

Designation: Principal / Director

Date: 18-Sep- 2021

  
(Authorized Signatory with Seal)

Cdr Tharian Koshy  
Dean  
Nandi Vishwavidyalaya  
Nandi Toyota  
Motor World Pvt. Ltd.  
Name: CDR THARIAN KOSHY  
Designation: Dean

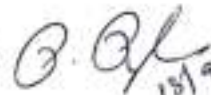
Date: 18- Sep- 2021

Witness

Signature:   
18/9/2021

Name: Dr. UMASHANKAR M  
Designation: Head of the Department  
Department of Mechanical Engineering

Witness

Signature:   
18/9/2021

Name: P RAJENDRAN  
Designation: Head of Department  
Department of Automobile Engineering



## **Karnataka State Council for Science and Technology (KSCST):**

**KSCST** is one of the first State S&T Councils to be set up in the country established in the year 1975 at Indian Institute of Science Campus. It is an autonomous S&T organization under Department of Science & Technology, Government of Karnataka. From the several decades KSCST has been pro- actively engaging itself to identify, propose and implement S&T based solutions to local specific needs / problems in the broad areas of Water, Education, Energy, Housing, Geospatial technologies and Infrastructure etc. in the State. In co-operation with the Indian Institute of Science and several other premier R&D Institutions, KSCST executes many projects and programmes aimed at improving socio-economic conditions of the people of the state. The Department of Science and Technology, Government of India advocated as model to all the states.

The Council through its Patent Information Centre (PIC) tirelessly conducting awareness, capacity building, basic and advance training programmes on Intellectual Property Rights (IPR). KSCST has established many IP cells across Karnataka in Science and Engineering Colleges, Technical Institutions and Universities. Further by providing IP assistance in filing and Commercialisation, KSCST has creating IP ecosystem in the State.

**Dr. Dilip Kumar. K, Principal of K.S. Institute of Technology, Bengaluru** and **Mr. H Hemanth Kumar, Executive Secretary, representing KSCST, Bengaluru** have arrived at this Memorandum of Understanding for mutual co-operation and collaboration on matters of Intellectual Property Rights (IPRs) on mutual interest. Hence, this Memorandum of Understanding (MoU).

### **The following are the terms of agreement:**

1. The Name of the IP cell will be called as KSIT- KSCST IP Cell
2. For the purpose of this MoU, KSCST, Bengaluru to provide the technical assistance in matters relating to Intellectual Property Rights on need basis as mutually agreed upon.
3. KSCST and K.S. Institute of Technology may in joint collaboration organize conduct workshops, training programmes, research activities, and assist in further development of IPR ecosystem in the host institute.
4. If need arises, KSCST and the K.S. Institute of Technology may constitute a working group to work out the practical problems of collaboration if any, between the two parties in general and to ensure proper and effective implementation of this MoU.
5. Such details agreed upon will be effective by exchange of letters by KSCST and K.S. Institute of Technology and such letters shall form part of this agreement.
6. K.S. Institute of Technology may reserve or allocate suitable fund for filings and other issues of IPRs that generated from the host institute.
7. The host institute should send a detail report on IP activities of the IP cell for the academic year to be sent to KSCST for information and to provide needful inputs.

  
PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109.

  
Executive Secretary  
Karnataka State Council for  
Science and Technology  
Indian Institute of Science Campus  
BENGALURU - 560 012

## **SCOPE OF THE MoU:**

**KSCST and K.S. Institute of Technology** shall take relevant steps and measures to protect, promote and enhance research and development, which shall create scope for development of Intellectual Property and take appropriate decisions and measure in furtherance of the same.

### **Karnataka State Council for Science and Technology: Roles and Responsibilities**

- KSCST shall provide technical assistance in filing the registration of IPRs and prior art searches.
- KSCST shall associate with K.S. Institute of Technology in identifying the potential IP innovations in the host institute.
- KSCST shall associate with K.S. Institute of Technology in organizing IPR programmes.
- There shall be no financial responsibility from the side of KSCST.


### **K.S. Institute of Technology: Roles and Responsibilities**

- Shall make available suitable infrastructure, place, man power for functioning of IP cell and also other needful amenities for the same.
- Shall nominate IP cell Coordinator to lead the KSIT-KSCST IP cell and also nominate faculty from all the other institutions coming under it to promote IPR in host institute.
- Should also nominate an Executive Committee consisting of members from (KSCST, Host institute (Principal/ Secretary/ Treasurers/ Vice chancellor/ Dean/ Head of the departments/ IP attorney/ Patent agent &, IP cell Coordinator) and Working Group Committee member consisting of the IP cell Coordinator, KSCST, 1 or 2 faculty from each department from host institute.
- Should allow IP cell to sensitize and involve the students, faculty, research scholars, and other members and provide awareness and training workshops on IPR periodically.
- Shall allow the IP Cell to identify and drive the innovation to file & commercialize the IPRs from the institutions associated with host institute.
- Should also allocate or source fund from other agencies for filing, commercializing, Technology transfer and any IPR issues of the host institute.

## **DURATION OF THE MoU**

This MoU shall be in effect initially for a period of **Five Years** from the date on which this MoU is signed by both the parties and may be renewed thereafter, by mutual consent. Either party may terminate the agreement by written notification sent to the proper officer of the institution. Such notice must be received by either Party within six months prior of the effective termination date.

  
PRINCIPAL  
K.S. INSTITUTE OF TECHNOLOGY  
BENGALURU - 560 109.

  
Executive Secretary  
Karnataka State Council for  
Science and Technology  
Indian Institute of Science Campus  
BENGLURU - 560 012

In witness where of the parties here to cause this instrument to be executed as of the date, month and year indicated below.

On behalf of the **K.S. Institute of Technology**



**Dr. Dilip Kumar. K**  
**Principal/Director,**  
**K.S Institute of Technology (KSIT), Bengaluru**

Date: 17/09/22

On behalf of the **Karnataka State Council for Science and Technology (KSCST), Bengaluru,**



**Mr. H. Hemanth Kumar**  
**Executive Secretary,**  
**Karnataka State Council for Science and Technology (KSCST),**  
**Bengaluru**

**Executive Secretary**  
**Karnataka State Council for**  
**Science and Technology**  
Date: 17/09/2022  
Indian Institute of Science Campus  
BENGALURU - 560 012

**(K.S. Institute of Technology)**  
**Witness**



17/9/2022

**(KSCST)**  
**Witness**



17/9/2022