

RESEARCH COLLABORATION & RELATIONSHIP BUILDING

This Memorandum of Understanding (the "MoU") is entered into on the 13th day of Jul 2022 ("Executed Date") by and between GND SOLUTIONS INDIA PVT. LTD has its registered office at 401, 8th Main Rd, 5th Block, 1st Stage, HBR Layout, Bengaluru, Karnataka 560043 hereinafter referred to as "GND", which term shall mean and include its successors and assigns and KSRM COLLEGE OF ENGINEERING, located at Yerramasupalli, C.K. Dinne, Kadapa, Andhra Pradesh 516003 (hereinafter referred to as "Institute"); Each of the Institute and GND may also hereinafter be individually referred to as the "Party" or collectively as the "Parties". The Term of this MoU is 5 years.

WHEREAS

- A) WHEREAS, GND is engaged in the business of providing IoT Products, Cloud Platforms and Engineering services
- B) WHEREAS, the Institute is recognized by and affiliated with Jawaharlal Nehru Technological University organized and existing under the laws of India, and has its Principal address at KSRM College of Engineering, Yerramasupalli, C.K. Dinne, Kadapa, Andhra Pradesh 516003.
- C) AND WHEREAS, the Company and the Institute, under this MoU have collaborated for Facilitating Internships, Campus Projects, University Relations, Collaboration between Faculty and Industry experts, and other educational / research-oriented activities.

This MoU sets down the mutually agreed broad framework for joint collaboration and related academic activities in various fields of interest. It also incorporates the modalities for collaboration. NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants herein set forth, the Parties hereto agree as follows:

I. MOU Objectives

- a) Establishing Innovations Lab at KSRM campus.
- b) Encouraging students to visit the GND Innovations Lab that is set up on the campus to increase the awareness among students of what GND does.
- c) Offer Internship programs to selected students at GND Innovations Lab that is set up on the campus.
- d) Facilitate potential employment in GND Innovations.
- e) Interaction with subject matter experts at GND and partial delivery of the courses by GND.
- f) Organizing the technical events.
- g) Participation during Tech Festivals.
- h) Research and Development activities at GND Innovation Lab.
- i) Company and Institute to formulate project plans for the joint work with due approval of both the Parties.
- j) Designing Curriculum through mutual collaboration.

II. Roles and Responsibilities

- a) Roles and responsibilities of GND to full fill the objectives outlined in section I for the mutual benefit of GND and KSRM.

- b) Roles and responsibilities of the Institute are to facilitate the Lab and necessary infrastructure such as furnished Lab space, and internet connectivity
- c) Access to the various labs for the usage of the necessary equipment on a need basis.
- d) Initiate research collaboration with GND, in areas of mutual interest, as per the policy defined under the provisions of this MoU.
- e) Organize and conduct workshops, webinars, and expert talks in collaboration with GND experts.

III. Liability

Except for each party's confidentiality obligations and intellectual property indemnification obligations under this MoU, neither Party has any liability to the other party under or in relation to this MoU. Neither party will be liable for lost revenues or profit, downtime costs, loss or damage to data, or indirect, special, or consequential costs or damage in relation to this MoU.

IV. Intellectual Property Rights (IPR) and Indemnity

There shall be no transfer of intellectual property rights under this Agreement. Unless agreed otherwise in writing, it is expressly clarified that the funding provided by both parties is purely for purposes of relationship building between the Parties and GND has no role or control over the projects being undertaken by the Institute. The Institute shall be solely responsible for any claims alleging infringement of intellectual property rights associated with any project carried out by the institute including its staff and students and shall completely indemnify GND from any claims that GND may be subjected to.

V. Confidentiality

- I. Both parties shall keep confidential all intellectual property rights and know-how including confidential commercial and financial information disclosed by disclosing Party to the receiving Party during the term of this MoU. Both Parties agree not to disclose the confidential information to any third party, except to persons on a need-to-know basis without the express prior written consent of the other Party.
- II. The Institute and Company shall ensure that the obligations of confidentiality are observed by its employees, Supervisors, Research Scholars, officers, and agents and by any Party retained by the Institute and Company who shall engage in the activities concerning the MoU Objectives.
- III. The obligations above shall not extend to any confidential information for which the receiving Party can prove that this information is (i) is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving Party; (ii) is already known or become known to the receiving Party; (iii) is received from a third party having no obligations of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; (v) is required to be disclosed by law or court order.

VI. Termination

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

VII. General

- I. **Amendments** — Any modifications or amendments to this MoU shall be valid only if they are made in writing and duly signed by authorized representatives of both the Parties of this MoU.
- II. **Warranties**-Both Parties represent and warrant that they shall comply with the applicable laws of intellectual property for use of any software (including procurement and compliance with necessary licenses for proprietary and open-source software and payment of applicable license/subscription charges for use of the same).
- III. **Entire Understanding** — This MoU sets forth the complete MoU of the Parties concerning the subject matter hereof. No claimed oral MoU in respect thereto shall be considered as any part hereof. All subsequent understandings finalized between the coordinators of both Parties shall be reduced into writing and signed between the Parties in reference to this MoU.
- IV. **Use of Marks and Logos** — Neither Party may use the name, trademarks or logos of the other Party without that other Party's consent. Any consent required may be given, withheld or made subject to conditions in the relevant Party's sole and unfettered discretion. If seeking consent under this clause, the Party must provide written details of the proposed use of the other Party's name, trademarks or corporate logos to the other Party.
- V. **Waiver** — No waiver of any provision of this MoU shall be effective unless executed in writing. No waiver shall be deemed to be, or shall constitute, a waiver of a breach of any other provision of this MoU, whether or not similar, nor shall such waiver constitute a continuing waiver of such breach unless otherwise expressly provided in such waiver.
- VI. **Assignment**- The Institute shall not assign its rights and/or obligations under this MoU without the prior written permission of GND.

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

| | |
|--|---|
| For GND Solutions India Pvt. Ltd. | For KSRM College of Engineering |
|  Name: Ragh Babu Varada Designation: Vice President – Product Engineering Date: 13 Jul 2022 Location: Bangalore |  Name: Dr. Kandula Chandra Obul Reddy Designation: Managing Director Date: 13 Jul 2022 Location: Kadapa |

Witnesses

- 1. Name: _____ Title: _____
- 2. Name: _____ Title: _____



K.S.R.M. COLLEGE OF ENGINEERING

(UGC - Autonomous)

Approved by AICTE, New Delhi & Affiliated to JNTUA, Ananthapuramu.

Accredited by NAAC of UGC

An ISO 14001:2004 & 9001 : 2015 Certified Institution



KSNR
lives on..

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ADDRESS : YERRAMASUPALLI (V), C.K.DINNE (M), KADAPA - 516005 (A.P)
Phone : 9000332294, 9154925962
Web : www.ksrmce.ac.in
E-mail : principal@ksrmce.ac.in
E-mail : office@ksrmce.ac.in

Run by Sri Kandula Obul Reddy Charities, Regd No. 83/1980



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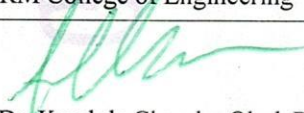
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| For GND Solutions India Pvt. Ltd. | For KSRM College of Engineering |
|---|---|
|  Name: Raghu Babu Varada Designation: Vice President – Product Engineering Date: 07 th Jul 2022 Location: Bangalore |  Name: Dr. Kandula Chandra Obul Reddy Designation: Managing Director Date: 07 th Jul 2022 Location: Kadapa |

Witnesses

1. Name:
Title:

2. Name:
Title:

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