

3.5.2 Number of functional MoUs with institutions, other universities, industries, corporate houses etc

Sl. No.	Name of the Institution/ Industry/ Corporate house with whom MoU is signed	Year	Page No.
1.	Binghamton University, New York	2016	1-2
2.	Kumamoto University, Japan	2018	3-5
3.	Institute of Technical Education (ITE)- College West, Singapore	2010	6
4.	Management Development Institute of Singapore	2011	7-8
5.	BOSCH Rexroth India Ltd, Gujarath	2010	9-11
6.	Siemens Industry Software India Private Limited, Gurgaon	2014	12-18
7.	Karnataka Innovation & Technology Society	2017, 2020	19-34
8.	Infosys Campus Connect, Infosys Ltd, Bangalore	2011, 2013, 2015, 2017, 2019	35-38
9.	UiPath, Bangalore	2019	50-54
10.	KPIT Technologies Ltd, Maharashtra	2018	55-56
11.	National Highways Authority of India, Mangalore	2020	57-61
12.	Silverpeak Centre of Excellence on Japanese Language and Culture, Japan	2019	62-64
13.	CAFET-INNOVA Technical Society, Hyderabad	2016	65
14.	Dakshina Kannada Nirmithi Kendra, Mangalore	2017	66-69
15.	Carl zeiss India Pvt. Ltd, Bangalore	2017	70-73
16.	Master Plannery, Puttur	2014	74-77
17.	SAI CADD, Bangalore	2014, 2019	78-83
18.	Dlithe, Bengaluru	2018	84-86
19.	Heraizen Technologies, Bangalore	2018	87-88
20.	Servify, Mumbai	2017	89-90
21.	Mobizey, Bengaluru	2019	91-93
22.	Numentrix Consulting Llp, Bangalore	2020	94-97
23.	Diagnostic Engineers, Bengaluru	2020	98-101

MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING

(An ISO 9001: 2015 Certified Institution)

(Affiliated to Visvesvaraya Technological University Belagavi)

Badaga Mijar, Moodabidri-574225, Karnataka

Sl. No.	Name of the Institution/Industry/Corporatehouse withwhom MoU is signed	Year	Page No.
24	Karnataka Science and Technology Academy, Bengaluru	2020	102-105
25.	Paradigm Environmental Strategies (P) Ltd, Bangalore	2020	106-109
26.	Ministry of Micro,Small & Medium Enterprises, Government of India	2018	110-116
27.	Pace Wisdom Solutions, Bengaluru	2016	117-118
28.	Juego Studio Pvt. Ltd, Mangalore	2016	119-120
29.	Sri Bhuvanendra College, Karkala	2019	121-124
30.	Government First Grade College, Punjalkatte, Belthangady	2018	125-127
31.	Sri Mahaveera College, Moodbidri	2018	128-130
32.	Government First Grade College, Kavour, Mangalore	2018	131-133
33.	Government First Grade College, Hebri, Udupi	2018	134-136
34.	Mulki Sundar Ram Shetty College, Shirva, Udupi	2018	137-139
35.	ST. Mary's College, Shirva, Udupi	2018	140-142
36.	Sri Dhavala College, Moodbidri	2018	143-145
37.	Shri Durgaparameshwari First Grade College, Kateel, Mangalore	2018	146-148
38.	Manjunath Pai Memorial Goverment First Grade College, Karkala, Udupi	2018	149-151

MITE
MANGALORE

BINGHAMTON
UNIVERSITY
STATE UNIVERSITY OF NEW YORK

**MEMORANDUM OF AGREEMENT
BETWEEN
MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING
MANGALORE, INDIA
AND
THE STATE UNIVERSITY OF NEW YORK AT BINGHAMTON
BINGHAMTON, NEW YORK**

This Memorandum of Agreement (the "MoA") establishes a formal mutually rewarding collaborative relationship and academic partnership between Mangalore Institute of Technology and Engineering (MITE) and the State University of New York at Binghamton (Binghamton University). The collaboration aims to foster advancement in teaching, research, academic collaboration and cultural understanding and to create avenues for enhancing learner experience at both entities, as well as strengthen both entities by finding ways of combining their complementary resources and strengths.

**ARTICLE 1
SCOPE OF COOPERATION**

For Binghamton University, the Watson School of Engineering and Applied Science shall be the school that leads the collaboration between the two universities.

Both parties agree that the intention of this partnership is to create a specific foundation to encourage exchange and sharing of academic, scientific and cultural experiences amongst their professors, students and administrative personnel. As part of this collaboration, MITE and Binghamton University will broadly explore the following avenues for cooperation:

- i. Short courses, seminars, workshops, and courses provided by Binghamton University to MITE
- ii. Discussions on industry/university collaboration
- iii. Faculty and/or administrator visits
- iv. Support of conferences and workshops, the mode of support will be determined depending on topic, timing, and other considerations
- v. Discussions and sharing of information on incubation of start-up companies
- vi. Discussions regarding Binghamton University's Center for Learning and Teaching

The specific terms of collaboration for each initiative implemented under this MoA shall be mutually discussed and agreed upon in writing by both partners prior to the initiation of the particular activity or program. Each party will designate a Liaison Officer to develop specific activities or initiatives under this MoA for approval of both parties.

ARTICLE 2
DURATION, TERMINATION, AND AMENDMENT

This MoA will be effective from the date of signing by both parties up to a period of five years and may be subject to extensions by mutual consent. Either party may terminate this MoA by giving six months advance notice in writing.

The provisions of this MoA may be amended at any time with the mutual consent of the Parties in writing. The amendment, termination and expiration of this MoA will not affect the terms of activities ongoing at the time of notification of amendment, termination and expiration unless otherwise agreed between the parties.


This MoA is construed under the laws of the state of New York.

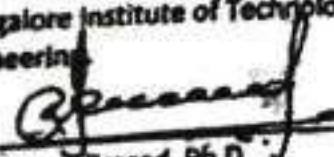
ARTICLE 3
USE OF NAME

Any use of either party's name, including any of its programs or logos in advertisements, publications or notices, relating in any way to the activities described in this MoA shall be subject to prior written approval of the other party.

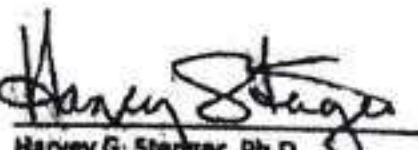
This MoA is prepared in two identical copies; each partner will hold one original copy duly signed by authorized representatives of each entity.

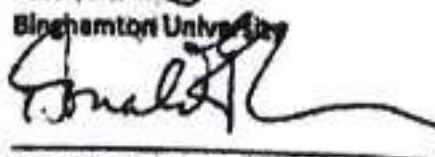
IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures.


Rajesh Chouda
Chairman
Mangalore Institute of Technology and
Engineering


G.L. Eswara Prasad, Ph.D.
Principal
Mangalore Institute of Technology and
Engineering

May 4, 2016
Date


Harvey G. Stenger, Ph.D.
President
Binghamton University


Donald Nieman, Ph.D.
Executive Vice President for Academic Affairs
and Provost
Binghamton University

May 4, 2016
Date

Student Exchange Agreement
between
Mangalore Institute of Technology and Engineering, INDIA
and
Faculty of Engineering, Graduate School of Science and Technology, and
Faculty of Advanced Science and Technology,
Kumamoto University, JAPAN

Following the signing of a Basic Agreement on Academic Exchange Program between Mangalore Institute of Technology and Engineering, India, and, Graduate School of Science and Technology, and Faculty of Advanced Science and Technology, Kumamoto University, Japan, both parties conclude an Agreement on Student Exchange.

1. **Duration of Stay**
Duration of stay for students of both parties shall not exceed one academic year, and will normally start in July or January for Mangalore Institute of Technology and Engineering and in April or October for Kumamoto University.
2. **Number of Exchange Students**
Number of exchange students will be decided based on the discussion between Mangalore Institute of Technology and Engineering and Kumamoto University.
3. **Selection of Exchange Students**
Each university will normally select the most suitable students to study in each other's institution.
4. **Enrollment of Exchange Students**
 - a) Students of Kumamoto University will register as Mangalore Institute of Technology and Engineering exchange students and can attend lectures, seminars, and tutorials. Graduate students can also attend research projects.
 - b) Undergraduate students of Mangalore Institute of Technology and Engineering will be registered as Kumamoto University exchange students, and can attend lectures, seminars and tutorials. Graduate students will be registered as Kumamoto University exchange students, and can conduct research projects in addition to attending lectures, seminars and tutorials.
 - c) Participating students will be subjected to the regulations of the host university.
5. **Study Program and Evaluation**
Each student will determine their study program at the host university in consultation with academic advisors of both host and home universities. Academic performance shall be evaluated according to the rules of the host university.
6. **Academic Record and Accreditation**
Each student will submit to the home university the academic record obtained at the host university and it will be accredited according to the rules of the home university.
7. **Tuition**
Each student shall be exempted from the payment of any entrance examination fees, admission fees and tuition fees of the host university.
8. **Accommodation**
The host university will assist students in finding accommodation at a reasonable cost.

9. Financial Responsibility

Exchange students will be responsible for their own expenses, including travel expenses, accommodation costs and health care fees.

10. Intellectual Property Rights

This agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two parties.

11. Duration

This agreement will remain effective for five years from the date of signing, and is renewable thereafter for a five-year term subject to mutual consent. The period of validity of this agreement may be terminated within this period by either party by giving at least six months notice in writing to the other party.

Mangalore Institute of Technology and Engineering
INDIA



Chairman: Sri. Rajesh Chouta

Date: SEP 17, 2018

Faculty of Engineering
Faculty of Advanced Science and Technology
Kumamoto University, JAPAN



Dean: Tsuyoshi Usagawa

Date: Aug. 17, 2018

Graduate School of Science and Technology
Kumamoto University, JAPAN



Dean: Fusao Ichikawa

Date: Aug. 16, 2018

Agreement on Academic Exchange
between
Mangalore Institute of Technology and Engineering, INDIA
and
Faculty of Engineering, Graduate School of Science and Technology, and
Faculty of Advanced Science and Technology,
Kumamoto University, JAPAN

Mangalore Institute of Technology and Engineering, India, and Faculty of Engineering, Graduate School of Science and Technology, and Faculty of Advanced Science and Technology, Kumamoto University, Japan, are signing this agreement in order to promote friendship and academic exchanges.

- 1) Both parties agree to an academic exchange in various areas of education and research.
- 2) Both parties will make an effort to exchange professors, researchers and students, and also exchange research materials and publications.
- 3) Both parties will make an effort to promote the exchange but will respect the independence of opinion to their mutual benefits. Specific details on the implementation of particular exchanges noted above and results from the agreement shall be negotiated between the two institutions subject to approval by each institution.
- 4) This agreement shall not be construed as any transfer, assignment or infringement of any intellectual property rights between the two institutions.
- 5) This agreement will remain effective for five years from the date of signing, and is renewable thereafter for a five-year term subject to mutual consent. The period of validity of this agreement may be terminated within this period by either party by giving at least six months notice in writing to the other party.

Mangalore Institute of Technology and Engineering
INDIA



Chairman: Sri. Rajesh Chouta

Date: SEP 17, 2018

Faculty of Engineering
Faculty of Advanced Science and Technology
Kumamoto University, JAPAN



Dean: Tsuyoshi Usagawa

Date: Aug 17, 2018

Graduate School of Science and Technology
Kumamoto University, JAPAN



Dean: Fusao Ichikawa

Date: Aug. 16, 2018

PRINCIPAL**Mangalore Institute Of Technology &
Engineering (MITE)****Moodbidri , Karnataka State
India - 574225**Our Ref : ITECW 17/11.03
DID : 64111365
Email :
Fax :
Date : 23 Nov 2017

Dear Dr G L Easwara Prasad,

**COLLABORATION BETWEEN INSTITUTE OF TECHNICAL EDUCATION (ITE) -
COLLEGE WEST AND MANGALORE INSTITUTE OF TECHNOLOGY &
ENGINEERING**

We are writing to acknowledge the collaboration that we have with your Institute.

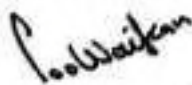
2. With this collaboration, our students were able to learn in a different environment. They were given opportunities to develop in the areas of leadership, self-confidence, independence, cross-cultural interaction skills which are beneficial in preparing them for their future careers.

3. Given this partnership, the following number of staff and students were able to participate in this Overseas Student Exchange Programme.

Year	Number of Students	Number of Staff
2011	10	1
2012	20	2
2013	20	2
2014	16	1
2016	10	1

4. We are truly appreciative of your commitment and we look forward to your continual support that you have given to our Institute.

Yours sincerely

**MR LOO WAI KAN
SECTION HEAD
CYBER & NETWORK SECURITY
ITE COLLEGE WEST**

MEMORANDUM OF UNDERSTANDING

between

Management Development & Consultancy, Singapore

and

Mangalore Institute of Technology and Engineering, India

Management Development & Consultancy, Singapore (hereinafter referred to as "MDC"), a wholly owned subsidiary of Management Development Institute of Singapore and the **Mangalore Institute of Technology and Engineering, India**, (hereinafter referred to as "MITE") are linked by common interests and wish to enable cooperation in the areas of mutual interest.

ARTICLE I

The purpose of this MOU includes but is not limited to, the following:

- 1) Development of International Management Development Programmes for MITE students;
- 2) Develop collaborative training activities, consultancy and advisory for MITE clients;
- 3) The organization of corporate training and educational Programmes such as short courses, workshops, talks and symposiums in Singapore or Overseas;
- 4) Other directions of cooperation in professional development, soft skills and academic disciplines.

Cooperative projects under this MOU may include any discipline to be mutually agreed upon by each organization.

ARTICLE II

In order to carry out and fulfill the aim of this MOU, MDC and MITE will appoint an appropriate person at each of their offices to coordinate the development and conduct of joint activities. Through these contact persons, either part may initiate proposals for activities under this agreement. Specific details of any activity will be set forth in a Letter of Agreement which, upon signing by appropriate authorities at both organizations, and approved pursuant to Article III, will become an integral part of this general agreement. Letters of Agreement will include such items as:

1. Elaboration of the responsibilities for the agreed-upon activity;
2. Schedules for the specific activities;



RAJALAXMI EDUCATION TRUST (Regd.)

3. Budgets and sources of financing of each activity;
4. Any other item necessary for the smooth and efficient conduct of the activity.

Acceptance of Proposals will be approved at each organization according to the normal procedures, monitoring and controlling the types of activities proposed herein.

ARTICLE III

This MOU shall be identified as the parent document of any program agreement executed between the parties. Further proposals concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been submitted in writing, signed by the duly authorized representatives of the parties, and approved in writing by MDC and MITE authorized bodies.

ARTICLE IV

This MOU shall not be construed in any way as imposing any financial obligations on either Party nor as impending nor as either Party from establishing or participating in similar arrangements with other organizations.

ARTICLE V

This MOU shall be effective upon signing by the representatives of both Parties and shall remain in effect unless terminated by either Party upon one month's prior written notice to either Party.

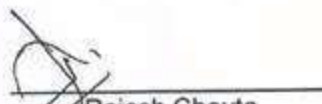
IN WITNESS WHEREOF, the parties hereto, each act through its authorized representatives have signed this Memorandum of Understanding (MOU), in two originals in English.

Management Development &
Consultancy
20 Orchard Road,
Singapore, 238830


Jason Law
Senior Manager, MDC



Mangalore Instituet of
Technology and Engineering
Badaga Mijar, Moodabidri, D.K
Dist., Karnataka, India, 574225


Rajesh Chouta
Chairman, MITE

Date: May 26, 2011

Date:

Memorandum of Understanding (MOU)

Between

Mangalore Institute of Technology and Engineering, Moodbidri Mangalore

And

Bosch Rexroth India Ltd

Mangalore Institute of Technology and Engineering having their registered office at "Mijar, Moodbidri, Mangalore, 574225", and

Bosch Rexroth India Ltd (BRIN) having their registered office at "Near Vatva Railway station Vatva, Ahmedabad-384225 Gujarat"

Wish to enter into Memorandum of Understanding (MOU) in presence of DTE, Karnataka, for establishing,

"Regional centre of Competency in Automation Technologies"
at the campus of **Mangalore Institute of Technology and Engineering , Mangalore (MITE).**

The concept of "Regional centre of competency for Automation technologies will be as follows,

1. The proposed Regional centre will be established as per the Bosch Rexroth (BR) Didactic concept, in technical and financial participation by Bosch Rexroth, covering the region of South Canara and Udupi District as detailed in the confirmation letter sent. The primary objective is to bridge the technological gap and focus on the rural/coastal segment students.
2. Bosch Rexroth didactic concept is the efficient combination of Hardware, Teach wares and Course wares offered by BR for industry oriented training in the field of Automation Technology. This includes Hydraulics, Pneumatics, Mechatronics, electric Drives and controls.
3. MITE, with assistance of BRIN will establish and maintain the Regional centre, for conducting training courses, according to BR Didactic concept.

4. Bosch Rexroth shall provide know how, technology support, supply didactic kits for different technologies with licensed copies of teach wares and course wares, train the faculty as Train the trainer (TTT) in our training centre in India and other locations as necessary, provide training methodologies in line with Didactic concept. The scheme is detailed in the Annexure 2.
5. The Regional centre will impart training to undergraduate, post graduate, Polytechnic, vocational schools students to meet industry requirements, bridging the industry academic gap and enhancing the competency levels of student's better employability. The centre will also train faculty members of all near by engineering colleges in Region. The centre will also provide industrial training to near by industry personnel. Successful students will be awarded a joint certificate of Bosch Rexroth and the Regional centre.
6. For efficient running of the centre and to cover the recurring cost it is recommended to charge nominal fees for the courses and create a business model, BR will provide assistance in creating the model and training in the region approached by the near by industries.
7. Bosch Rexroth will have this agreement and the collaboration valid for the next 2 years from the date of signing of the MoU. The equipments supplied will have a warranty of 2 years.
8. The Next steps are detailed as below.
 - BRIN has submitted a detailed offer to Centre as per annexure 1.
 - Centre will issue formal PO with a confirmatory advance of 20% for the project execution by end April/Start of May 2010. The payment and supply conditions are as per the offer already sent.
 - Each centre will nominate 8 members 4 from Mechanical/automobile/Industrial production, 2 from Electronics and 2 Instrumentation area for the faculty training in the Bosch Rexroth Centers.
 - Train the trainer for 1 member per region at Germany.
 - Designing layout for the centre and providing utilities for the centre
 - Supply of equipment installation and commissioning
 - Designing courses for students to meet curriculum requirements
 - Organizing training for students through trained faculty

9. Target date for completion will be mid may 2010.

10. BRIN will be provided access to the centre for conducting training program to their customers in the centre. The revenue generated would be with the centre and will be utilized for the upgradation.

For Bosch Rexroth India Ltd



Mr. Martin Voglsanger
Managing Director

For Mangalore Institute of Engg and
Technology



Rajesh Chowta
President

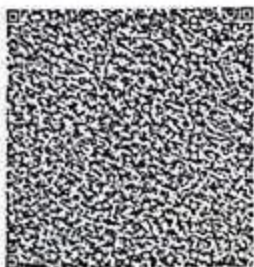


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA42432496557023M
Certificate Issued Date	: 19-Mar-2014 03:20 PM
Account Reference	: NONACC (FI)/kacrsf108/ MANGALORE/ KA-DK
Unique Doc. Reference	: SUBIN-KAKACRSFL0841130311675542M
Purchased by	: MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING
Description of Document	: Article 12 Bond
Description	: MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING
Second Party	: SIEMENS
Stamp Duty Paid By	: MANGALORE INSTITUTE OF TECHNOLOGY AND ENGINEERING
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line
Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this day 20th March, 2014 ("Effective Date") BETWEEN

Mangalore Institute of Technology & Engineering, an academic institute located at Moodabidre, Mangalore, Karnataka, established under Universities Act of India (hereinafter referred to as Institute);

AND

SIEMENS INDUSTRY SOFTWARE INDIA PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 having its corporate office at Tower D, 16th Floor, Global Business Park, Mehrauli-Gurgaon Road, Gurgaon-122002, India (hereinafter referred to as "SISW").

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stampcert.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The value of checking the e-stamp is on the basis of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS:

- A. Institute is a leading technical university providing undergraduate and postgraduate education in a variety of engineering disciplines;
- B. SISW is a leader in the segment of CAD, CAM, CAE and PLM software products. SISW has academic versions of the hereinabove mentioned softwares (hereinafter "PLM Software");
- C. Institute desires to set up a laboratory at its campus located in the city of Moodabidre, Mangalore to educate students on Siemens industry software applications and Product Lifecycle Management (PLM) software which is widely used in the industry;
- D. Institute agrees to buy the PLM Software licenses for academic purposes from SISW and/or through its channel sales partner to educate students in the Institute; and
- E. The parties agree to enter into this MOU on the terms and conditions set hereinbelow.

NOW, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. TERM

The MOU shall commence on the Effective Date or from the date the MOU is signed by all the parties, whichever is later.

2. ROLE OF SISW

- i. To promote education, SISW shall sell PLM Software licenses to the Institute under the Go PLM program. The PLM Software academic license bundles shall contain all modules required for education purposes.
- ii. SISW shall endeavour to facilitate Institute in designing the content on PLM Software for the students enrolled with management course of Institute as per the industry standards.
- iii. SISW shall endeavour to provide required training on PLM Software academic modules to Institute either directly or through its authorized training partner in the region.
- iv. SISW shall endeavour to provide all required assistance through its authorized channel sales partner with respect to installation, maintenance and up-gradation of PLM Software licenses.
- v. SISW shall endeavour to organize guest lectures and seminars on PLM Software at Institute by industry experts for sharing of knowledge.
- vi. SISW shall endeavour to circulate information on its products, latest releases, maintenance packs, case studies etc. to improve the product awareness at Institute.

- vii. SISW shall endeavour to effectuate product improvement on the basis of suggestions that may be provided by Institute from time-to-time.

3. RESPONSIBILITY OF INSTITUTE

- i. Institute shall buy PLM Software licenses for academic use only through SISW's channel partner at the rates as agreed in Commercial Proposal document as specified in Annexure "A".
- ii. Institute shall sign Go-PLM Grant application and Software License and Services Agreement ("SLSA") of SISW. The PLM Software shall be used exclusively for academic purposes in accordance with the terms specified in the SLSA.
- iii. Institute agrees to arrange hardware with required configuration to use the PLM Software in its laboratory.
- iv. Institute agrees to keep the PLM Software licenses reasonably up-to-date to ensure that students are familiar with latest technologies and shall buy PLM Software maintenance from time-to-time.
- v. Institute agrees to have the faculty in the laboratory trained and certified by SISW and/or SISW's authorized training partner to ensure that students get training as per prevailing industry standards.
- vi. Institute agrees to follow SISW's training methodology while imparting training to students on PLM Software.
- vii. Institute agrees to provide inputs to SISW on improving PLM Software from time-to-time.

4. COMPLIANCE WITH LAWS

Each party hereto agrees that it shall comply with all applicable local laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and any other requirements with regard to the MOU. If at any time during the term of this MOU, a party is informed or information comes to its attention that it is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), that party shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects. Further, each party shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code of practice or corporate policy applicable to it from time to time.

5. CONFIDENTIALITY

The parties recognize that in the course of providing the PLM Software and performing the services pursuant to this MOU, both parties may have access to confidential information and trade secrets belonging to the other and each desire that such confidential information and trade secrets remain confidential. Each party agrees that all confidential information and trade secrets communicated to one party by the other in any manner (the "Confidential Information"), will be used by the recipient party only for the purposes allowed by this MOU. The other party's Confidential Information will not be disclosed

by the recipient party, other than to its employees and, in the case of SISW, to its consultants, agents, and contractors, without the prior written consent of the other party. Each party will advise its employees and, in the case of SISW, its consultants, agents, and contractors, who receive any of the other party's Confidential Information of its confidential nature. The confidentiality provisions of this Section will not apply to any Confidential Information that (i) was or becomes generally available to the public other than as a result of disclosure by the recipient party in violation of this MOU; (ii) becomes available to the recipient party from a source other than the other party, provided that the recipient party has no reason to believe that such source is itself bound by a confidentiality or nondisclosure agreement with the other party or otherwise prohibited from disclosing such Confidential Information by a legal, contractual or fiduciary obligation; (iii) was in the recipient party's possession prior to receipt from the other party; (iv) is independently developed by the recipient party without the use of the other party's Confidential Information; or (v) is required to be disclosed by the recipient party by a governmental agency or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure. Upon any actual or threatened violation of this Section by either party, the other party will have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged and agreed that monetary damages are inadequate to protect the other party.

This Section will survive the expiration or termination of this MOU for any reason.

6. LIMITATION OF LIABILITY

In no event will the measure of damages payable by SISW include, nor will SISW be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if SISW has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed.

7. FORCE MAJEURE

Either party will not be liable to the other party for any delay or failure to fulfill its obligations in connection with the MOU where any such delay or failure is caused in whole or in part by any act, or failure arises from causes beyond the party's control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental authority, war, riots, strikes or labour shortages.

The parties shall use all reasonable endeavors to minimize any such delay caused due to Force Majeure event and provide written notice to the affected party. Upon cessation of the event, giving rise to delay, the other party shall insofar, as may be practicable under the circumstances, complete performance of their obligations hereunder.

8. NOTICES

All notices, requests, demands and other communications under this MOU or in connection herewith shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile.

If to Institute

Rajalaxmi Education Trust, 1st Floor, Souza Archade,
Mangalore, Dk District, Karnataka - 575001

Tower D, 16th Floor, Global Business Park,
MG Road, Gurgaon 122002, Haryana, India

9. TERMINATION

- (i) Either party shall have a right, and in addition to any other remedies to which it may be entitled, to terminate this MOU, upon written notice to other party if any of the following events occur:
 - (a) If a party breaches any of the provisions of this MOU and fails to cure such breach within thirty (30) days of receipt of written notice of such breach from the other party;
 - (b) Any substantial change in ownership, or control of a party, any merger or consolidation, or any engagement by a party of any interest in any company, firm or organization, which other party reasonably believes could have an adverse effect upon the overall relationship.
- (ii) SISW will have the right to immediately terminate this MOU, if SISW, in its reasonable judgment believes that Institute has breached its obligations with respect to any PLM Software license provided under this MOU. In such a case SISW reserves a right to initiate necessary action in accordance with the terms of the SLISA.

10. CORPORATE AUTHORITY

Each party represents it has taken all necessary corporate action to authorize the execution and consummation of this MOU and will furnish the other party with satisfactory evidence of same upon request. Each party agrees to negotiate in good faith the execution of such other documents or agreements as may be necessary or desirable for the implementation of this MOU and the effective execution of the transactions contemplated hereby, and shall continue to do so during the term of this MOU.

11. DISPUTE RESOLUTION

In the event of any dispute or disagreement between the parties hereto either with respect to the interpretation of any provision of this MOU or with respect to the performance by either party of its duties hereunder, each of the parties shall appoint a designated officer to meet for the purpose of endeavoring to resolve such dispute or to negotiate for an adjustment to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the date on which either of the designated officers notifies the other in writing that he/she has concluded that an amicable resolution of the matter in issue does not appear likely.

12. MISCELLANEOUS

- a. This MOU may be executed by facsimile signature and may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together will constitute one and the same instrument.

- b. Except as otherwise provided in this MOU, neither this MOU nor any rights under it may be assigned by any party to a third party without prior written consent of the other party.
- c. The parties agree to make any public disclosure after mutual discussion or if required by an applicable law. Neither party nor any of its employees shall have the authority to enter into or conclude any agreements on behalf of the other party nor otherwise bind nor obligate the other party, except as provided in terms of this MOU. For additional clarity, it is acknowledged and agreed that neither party may or will make any statement, amendment to the MOU or engage in any activity or make any representation which would have effect on the other party, without the written consent of the other party.
- d. Neither party shall use or nor let its employees and agents from using the name, trademark or logo of other party in any sale, marketing publication, advertisement, or other publication and shall not make, or let its employees, and agents make, any public statement relating to the MOU without prior written consent of both the parties.
- e. Either party will not make or offer to make any payments to, or confer, or offer to confer any benefit upon any employee, agent or fiduciary of any third party, with the intent to influence the conduct of such employee, agent or fiduciary in relation to the business of such third party, in connection with this MOU or the provision of services hereunder. The parties represent and warrant that none of other party's officers, directors, employees (collectively, "Personnel") has received anything of value of any kind, in connection with this MOU; and that no Personnel has a business relationship of any kind with other party's officers, directors, employees or agents.
- f. Nothing in this MOU shall be construed to constitute or appoint either Institute or SISW as the agent, partner, joint venture, or representative of the other party for any purpose whatsoever, or to grant to either party any right or authority to assume or create any obligation or responsibility, express or implied, for, or on behalf of, or in the name of any other party designated herein, or to bind any such other party in any way or manner whatsoever.
- g. No delay or failure by either party to exercise any right or remedy under this MOU will impair or be construed as a waiver of such rights or remedy. A waiver by any party of any breach or covenant will not be construed to be a waiver of any succeeding breach or any covenant. The right of either party to terminate hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
- h. Unless otherwise provided in this MOU, each party shall bear all fees and expenses incurred in performing its obligations under this MOU.
- i. Nothing in this MOU shall preclude SISW or any of its affiliates from cooperating or entering into any agreement with any other person or entity or otherwise developing, licensing, selling, deploying or otherwise making available any information, services, products or materials to any other person or entity. Nothing in this MOU shall preclude SISW or any of its affiliates from entering into an agreement or cooperating with any other person or entity

or from licensing or otherwise acquiring any information, services, products or materials from any other person or entity.

- j. Titles or captions of articles and paragraphs contained in this MOU are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this MOU or the intent of any provision hereof.
- k. This MOU together with all exhibits hereto contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes any prior discussions, proposals or agreements on this topic. There are no promises, covenants or understandings other than those expressly set forth herein. This MOU shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of all parties to this MOU. The parties herein shall be responsible severally for obtaining all statutory and non-statutory approvals, clearances and permits to be obtained for discharging their respective responsibilities pursuant to MOU.
- l. If any one provision of this MOU or part thereof is rendered void, illegal, or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent only and it shall not affect the entire MOU. Provided that if the commercial basis of this MOU is thereby substantially affected or altered then the parties shall negotiate in good faith to amend and modify the provisions and terms of this MOU as may be necessary or desirable in the circumstances.
- m. This MOU shall be governed and construed in accordance with the laws of India and the courts of New Delhi shall have the exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this MOU.

IN WITNESS WHEREOF, the parties-hereto have executed this MOU as of the date first above written.

**Mangalore Institute Of
Technology & Engineering**

Signature

Name: Mr. Rajesh Chowta

Designation: Chairman



**Siemens Industry Software India Private
Limited**

Signature

Name: _____

Designation: _____

Signature

Name: _____

Designation: _____

**SANTOSH SAWANT
Chief Financial Officer**

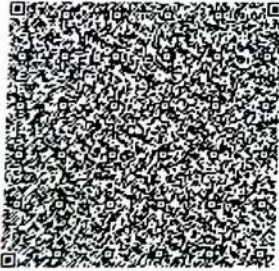


सत्यमेव जयते

INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	: IN-KA08011174418475P
Certificate Issued Date	: 22-Sep-2017 02:43 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ MOODUBIDRI1/ KA-DK
Unique Doc. Reference	: SUBIN-KAKAKSFCL0865447323559659P
Purchased by	: THE PRINCIPAL MITE COLLEGE BADAGAMIJAR MOODBIDRI
Description of Document	: Article 12 Bond
Description	: MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.)	: 0 (Zero)
First Party	: KARNATAKA BIOTECHNOLOGY AND I T SERVICES
Second Party	: THE PRINCIPAL MITE COLLEGE BADAGAMIJAR MOODBIDRI
Stamp Duty Paid By	: THE PRINCIPAL MITE COLLEGE BADAGAMIJAR MOODBIDRI
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Authorized Signatory
For: Bharath Souharda
Co-Operative Ltd
Moodbidri - 574227

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed on this **28th** day of September Two Thousand Seventeen at Bangalore.

Between:

M/s. Karnataka Biotechnology & Information Technology Services (KBITS), a Society registered under the Karnataka Societies Registration Act 1960, and having its Registered Office at 4th Floor, BMTC Building, Shanthi Nagar, Bangalore- 560 027 and representing Department of

Managing Director
Karnataka Biotechnology &
Information Technology Services
Bangalore

Secretary (Anti)

This e-Stamp is valid only if it is verified at www.karnatakastamp.com. Any discrepancy in the details on this Certificate and as mentioned on the e-Stamp should be reported to the Registrar, Bangalore.

Information Technology, Bio-Technology and Science and Technology (IT, BT and S&T), Government of Karnataka represented by its Managing Director, Smt. Salma K. Fahim (Here in after referred to as the **FIRST PARTY** (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the **One Part**;

And:

Mangalore Institute of Technology and Engineering, Moodabidri (MITE).
run by Rajalaxmi Education Trust, Mangalore (RET).

and Represented by its Chairman Mr. Rajesh Chouta.

(Hereinafter referred to as the **SECOND PARTY** (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the **OTHER PART**;

WITNESSETH AS FOLLOWS:

WHEREAS the First party is an autonomous organization established under the Department of Information Technology & Biotechnology, Govt. of Karnataka in the year of 2001 under the Chairmanship of Principal Secretary to Govt. of Karnataka, Department of Information Technology, Biotechnology and Science & Technology.

The First Party assists the Department of Information Technology and Biotechnology of Government of Karnataka in facilitating and promoting the Information Technology and Biotech sectors in the State by implementing the various schemes, programmes, action plans, reports etc., for furthering the IT and related sectors in the State. In this connection, the Department has brought out Startup Policy highlighting various steps to be taken for improving the employment generation and entrepreneurship Development as well as exports from the IT and related sectors in State.


In the Startup Policy 2015-2020 **Entrepreneurship Development and Mentoring** is one of the **Initiatives** for creating new opportunities and jobs. One of the **proposal** under this Policy is to build **New Age Incubation Network Scheme** to be located in selected colleges that are in tier 2 cities.

WHEREAS the Department of Information Technology, Biotechnology and Sciences & Technology in order to implement the Budget announcement of Government of Karnataka, has decided to implement the above proposal through the First Party.

The Committee under the Chairmanship of Principal Secretary, Department of IT, BT and S&T, after taking inputs from various sources has finalized 10 colleges among which 5 Engineering Colleges, 3 Government First Grade Colleges and 2 other Colleges across the State.

WHEREAS the Second Party is one of the Ten (10) Engineering/ Government First Grade/ other colleges selected

WHEREAS the first party has agreed to implement the scheme with the Second Party. The Scheme will be called **IT Incubation Center Programme** (NAIN initiative of KBITS, Department of IT, BT,


Managing Director
Karnataka Biotechnology &
Information Technology Services
Bangalore.

Government of Karnataka) to be called as **Programme** for this MOU. Both the Parties are desirous of recording their terms and conditions as under.

This MOU is being entered into for implementing the Programme by the Second Party in its college in the State with the funding support from Department of Information Technology, Biotechnology and Sciences & Technology, Government of Karnataka through the First Party;

Now this Memorandum of Understanding witnesseth as follows:

- 1) For all intents and purpose Year or Annual for this MOU shall mean an academic year as prescribed by the Visveswaraya Technological University and other Universities.
- 2) A physical Incubation center will be set up in the premises of Second Party to manage this Programme.
- 3) Each Center will incubate up to a maximum of **10 projects per year**. Each project will be executed by a team of entrepreneurs.
- 4) The program should select entrepreneurs by giving first preference to students, research scholars and alumni of the chosen colleges and next preference to those from colleges in the respective districts. It should not include faculty members as entrepreneurs but the faculty members can become mentors if they have the right skills and experience.
- 5) The program will cater to the projects that solve local problems and find solutions to local needs (district and state) rather than global problems and needs.
- 6) Funding assistance will be provided by the first Party only for the management of the programme and the execution of the projects.
- 7) The focus will be more on building an ecosystem fostering entrepreneurship rather than building physical space and purchasing expensive equipment.
- 8) All incubation centers will be networked to exchange experiences and learn from one another.
- 9) They will also be connected with proposed Mobile Applications Center, Center of Excellence (COE) for ESDM located in Bangalore for accessing certain resources avoiding any duplication.
- 10) The most important resource of **the Programme** will be local and remote mentors and the incubation centers will have tie-ups with local industry leaders and to those who are outside (In Bangalore/abroad) who may be hailing from the districts as mentors.
- 11) A **Steering Committee** comprising of representatives from the IT/BT Department, Academia and Industry will be constituted by the Dept. and the Committee will offer governance / Management of this Programme.
- 12) The Department will also nominate a **Central Coordinator (CC)**. The CC will be operationally responsible for the Programme.
- 13) The second Party at its own cost will be providing the necessary infrastructure and other facilities such as basic computing facilities, internet connectivity etc to the incubation center.
- 14) That the Second Party shall ensure that all the infrastructure /equipment are provided as its contribution to the Programme and shall not be transferred in favour of any other third parties and it shall be continued to be in the name of the Second Party till the end of this agreement or termination of the MOU whichever is earlier.
- 15) That the Second Party shall submit the list of equipment provided for the purpose of this programme to the First Party;

- 16) Each college / university shall have a full time **Regional Coordinator(RC)** who shall be responsible for Coordinating incubation center level activities such as
- Drive project plan submission, evaluation and selection
 - Get approval for the **project budget** from CC (up to Rs.3lacs per project) and monitor spend/usage on a timely basis.
 - Recruiting mentors from academia, industry towards project execution in their college/University
 - Reporting to the CC on progress on periodic basis on various parameters
 - Maintaining relationship with the projects team/entrepreneurs in the ecosystem
- 17) A **Project plan / Ideas Competition** shall be held across the district and winners will be selected for incubation. The RC will be responsible for this process.
- 18) Each of the selected entrepreneur / Project team will be given funds based on the Business plan/ Project Plan presented by them and will be allocated one or more of mentors from the panel.
- 19) Each project will be given funds up-to **3 lakh approved** by the Steering Committee. The Rs. 3 Lakhs of project budget shall be used for project related expenses a outlined in the project plan document. The project will leverage existing College / University infrastructure including working space, furniture, utilities and power, internet etc.
- 20) Each selected college shall have **Monitoring Committee comprising** of Members from colleges, Mentors, Successful Entrepreneur, who will select Business plan / Project Plan / ideas and recommend funding for the same.
- 21) The RC will work with monitoring committee to monitor & report progress of projects to the Steering Committee.
- 22) That the Government of Karnataka through the First Party will pay the Second Party a sum **Rs.10,00,000/- per year towards** management and operational expenses to the second party. This will be called OPEX.
- 23) This amount will be paid in installments.
- 24) For the current year 2017-18, since the program commences during the academic year, Rs. **10.00 Lakh will be provided** to the Colleges in the current year. The amounts for the next year academic year will be released as decided by Steering Committee on the submission of Utilization Certificate for all the amounts released to the Second Party and on verification and satisfaction.
- 25) A **Standard Operating Guidelines (SOPG's) for the Startup policy** will be developed on the role of project team, mentors, incubation centre in a fair manner. The process of selection and induction of projects will also be prescribed and the same is binding on the second party. Guidelines for all the expenses (Opex and projects fund) will also be provided.
- 26) A Mechanism to **measure performance of incubation centers** with right metrics shall be devised.

- 27) All the students / project team members shall be introduced to the **process of innovation and entrepreneurship through formal classes.**
- 28) Innovation and entrepreneur classes to be run for one semester. It should be an elective subject, for students of all streams, with credits being given to students.
- 29) The College / institute shall ensure that Compensation and recognition of RC / managing staff should be fair.
- 30) This MOU shall commence on the date of signing of these documents and be in force until 31st March 2020 subject to the terms and conditions of this understanding.
- 31) This the First party/Department on its own can arrange for external evaluation of the programme in measurable areas, to assess the ongoing programme, keeping Second party informed of the nature, and schedule of the assessments.
- 32) That within 30 days from the date of this MOU, the 2nd party has agreed that it shall commence the programme implementing the terms and conditions of this Agreement.
- 33) That the second party shall monitor the progress of the all projects and report the same to the first party, and submit quarterly reports as on 31st March, 30th June, 30th September and 31st December of each year.
- 34) That the Second party shall make reasonable efforts to ensure that it provides the state of art resources, faculty, technology and all other relevant parameters to implement the programme successfully.
- 35) That the Second party shall ensure that RC/faculty and other personnel including the Trainees are selected in accordance with law without there being any favoritism and strictly on merit of each of them without any discrimination and shall submit the list of the staff involved in the programme and the faculty to the First Party.
- 36) That the release of funds for the Second and Third year would be subject to the satisfaction of the First Party that the Second Party has utilized the first installment judiciously and in consonance with the terms and conditions of the policy/Government orders etc. and in terms of this MOU to the satisfaction of the First Party and further the Second Party furnishing the utilization certificate of earlier installment paid.
- 37) That it is made clear that any initialized but yet unutilized amount owing to non-functioning/closure of Programme/project etc will be refunded by the Second Party to the First Party within a period of three months.
- 38) That the Second Party shall execute an Indemnity Bond on a stamp paper of Rs. 200/- for the financial assistance received from the Government and in the event of the Second Party violating any of the terms and conditions of either this MOU or by directions issued by the State Government or by the First Party, the First Party shall have a right to immediately without giving any notice to the Second Party shall invoke the indemnity bond in case the assets are not available however subject to the condition that the First Party should deduct such amounts as in expended by the Second Party towards the implementation of the Programme/project.

39) That the Second Party shall submit audited annual accounts at the end of each financial year, of the entire financial assistance the Government of Karnataka has granted towards implementation of the Programme disclosing the manner in which the same is utilized.

40) That the Second Party shall maintain all the documents that are required to be maintained and should cooperate with the officials of the First Party as and when they visit to supervise the proper implementation of the policy as envisaged by the State Government.

41) That the Second Party shall adhere to all the relevant existing laws in the matter of employment and provide all the benefits and facilities for the employees as per the existing laws in force. The Second party hereby indemnifies the First Party against any claims that may arise from the employees or staff members engaged in the programme under the policy by the Second Party, by way of salary dues/arrears, statutory dues, incentives, bonus etc.

42) That the Second Party shall not misuse the financial assistance released by the First Party/State Government in any manner whatsoever and strictly utilize the same for implementation of the policy as envisaged by the Government.

43) That the Second Party hereby agrees to indemnify and keep the First Party and everyone claiming under them indemnified and harmless at all times against all or any actions, damages, charges, litigations, costs, claims, encumbrance, losses or other consequences arising out of any contractual obligations entered by the second party.

44) The First Party is no way responsible for any of the grievance concerned to the Second Party, its employees, students or anyone attached to it and the entire responsibility is solely on the Second Party and the Second Party shall keep the First Party indemnified in all respects against any claims made by any persons or persons concerned to the implementation of this Programme in any manner whatsoever.

45) That the Second Party shall in no way claim or represent it is undertaking of either the Government of Karnataka or the first party in any of the promotional materials or in any of its business transactions and in the event the Second Party does so, the same would be treated as breach of condition of this agreement and also would be treated as misrepresentation to the public or any financial institution or any company.

46) That in the event of the Second Party being unable to perform any of the terms and conditions of this agreement or any of the guidelines or terms and conditions of the Government or the Second Party being unable to implement the Programme, the First Party will initiate legal process to recover the financial assistance given.

47) That the details of payments made by Government of Karnataka through the First party to Second Party and the manner in which the same would be expended towards the implementation including the time line for implementation of the Programme will be issued separately and the same will be binding on the Second Party.

48) That in the event of the implementation of the Programme is not as per mutually agreed term or in accordance with the policy, the First Party will issue a notice to the Second Party providing a period of 30 days to explain and correct the situation and to meet the defined and mutually agreed terms of the Programme and in the event if the same is not satisfactory or the Second Party fails to do so, then the First Party reserves its right to terminate the financial support being

extended to the Second Party for the Programme without any notice and initiate legal action to recover the funds released.

49) That, it is agreed by both the parties that in the event of the Second Party failing to implement the said directives or any of the conditions made in the Policy, that First party shall terminate this MOU with three months notice to the Second Party and also cancel the financial assistance extended to the Second Party thereafter and also forfeit the entire infrastructure.

50) Neither party shall be liable for any failure or delay in performance of any obligation under this MOU to the extent such failure or delay is due to force majeure event. The party having any such cause shall promptly notify the other party, in writing, of the nature of such cause and the expected delay.


51) In the event of any dispute or difference or question arising between the parties out of or in relation to or in connection with this Agreement, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the parties to reach an amicable settlement, such dispute or differences or questions shall be referred to arbitration or conciliation in accordance with provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Bangalore. The Arbitration proceedings shall be conducted in the English language. The Arbitration Award shall be final and binding on the parties.

52) This MOU shall be governed by and construed in accordance with the laws of India and the Courts at Bangalore, Karnataka shall have exclusive jurisdiction.

53) This MOU constitutes the entire Agreement between the parties on this subject and supersedes all prior agreements, arrangements or understandings, whether verbal, written, or implied. Any amendment hereto will be in writing and signed by both the parties.

54) That First Party shall not be liable in damages, costs, expenses, or any other similar or other liability arising out of or relating to any aspects of this Programme implementation. Second Party understands and agrees that the obligations of First Party are limited to providing financial support in a timely manner as defined in this Agreement and support promotion of the Programme.

55) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this in this Agreement all of which as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of such or any other right, power, privilege or remedy provided in this agreement all of which are several and cumulative and are not exclusive of each other or any of other rights or remedies otherwise available to a party at law or in equity.


Managing Director
Karnataka Biotechnology &
Information Technology Services
Bangalore.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Memorandum of Understanding on the day, month and year first above written in the presence of the following witnesses:


Name: Salma K. Fahim

Designation : Managing Director, KBITS
Managing Director
Karnataka Biotechnology &
Information Technology Services
Bangalore.

WITNESSES:

Signature:

Name:


Address:



Dr. A. MAULISHREE

Chief Executive Officer

ICT SOCIETY


Name: Rajesh Chouta

Designation: Chairman, RET Mangalore
Mangalore Institute of Technology
& Engineering
Badaga Mijar, Moodbidri - 574 225

WITNESSES:

Signature:

Name: Dr. G. L. EASWARA PRASAD

Address: Principal, MITE
Moodbidri

Principal
Mangalore Institute of Technology & Engineering
Badaga Mijar, MOODBIDRI - 574 225



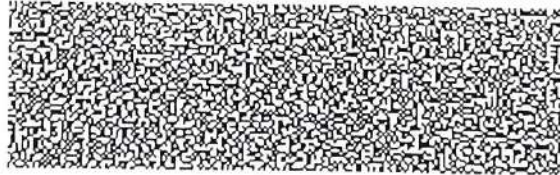
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Government of Karnataka

e-Stamp

Certificate No. : IN-KA42879663211847T
 Certificate Issued Date : 09-Jul-2021 01:01 PM
 Account Reference : NONACC (FI)/ kaksfcl08/ MOODUBIDRI10/ KA-DK
 Unique Doc. Reference : SUBIN-KAKAKSFCL0851892463880095T
 Purchased by : PRINCIPAL MITE MANGALORE
 Description of Document : Article 12 Bond
 Description : MOU
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : KARNATAKA INNOVATION AND TECHNOLOGY SOCIETY
 Second Party : PRINCIPAL MITE MANGALORE
 Stamp Duty Paid By : PRINCIPAL MITE MANGALORE
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Authorized Signatory
 F. K. Kulkarni V.S.S. Ltd.
 574227

Please write or type below (13, 14)

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is executed on this 28th day of September, 2020 at Bengaluru.

Between:

M/s. Karnataka Innovation & Technology Society (KITS), is registered under the Karnataka Societies Registration Act 1960, and having its Registered Office at 4th Floor, BMTC Building, Shanthi Nagar, Bengaluru- 560 027 and representing Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka, represented by

Managing Director, Smt. Meena Nagaraj C N, IAS (Here in after referred to as the **FIRST PARTY** (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the **One Part**;

And:

Mangalore Institute of Technology and Engineering, Moodbidri,
run by Rajalaxmi Education Trust.

And Represented by its Principal Dr. G L Easwara Prasad. (Hereinafter referred to as the **SECOND PARTY** (which expression shall wherever the context so requires or admits, mean and include its successors in title, representatives, nominee/s, administrators, agents and assigns) of the **OTHER PART**;

WITNESSETH AS FOLLOWS:

WHEREAS the First party is an autonomous organization established under the Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka in the year of 2001 under the Chairmanship of Principal Secretary to Government of Karnataka, Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka.

The First Party assists the Department of Electronics, Information Technology and Biotechnology of Government of Karnataka in facilitating and promoting the Information Technology and Biotech sectors in the State by implementing the various schemes, programmes, action plans, reports etc., for furthering the IT and related sectors in the State. In this connection, the Department has brought out Startup Policy highlighting various steps to be taken for improving the employment generation and entrepreneurship Development as well as exports from the IT and related sectors in State.

In the Startup Policy 2015-2020 Entrepreneurship Development and Mentoring is one of the Initiatives for creating new opportunities and jobs. One of the proposals under this Policy is to build New Age Innovation Network Scheme to be located in selected colleges that are in tier 2 & 3 cities.

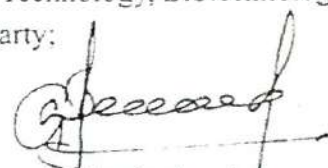
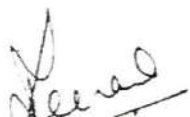
WHEREAS the Department of Electronics, Information Technology, Biotechnology and Science & Technology, Government of Karnataka in order to implement the Budget announcement of Government of Karnataka, has decided to implement the above proposal through the First Party.

The Committee under the Chairmanship of Principal Secretary, Department of Electronics, IT, BT and S&T, after taking inputs from various sources has finalized 9 colleges across the State.

WHEREAS the Second Party is one of the Nine (9) Engineering / Government / Other colleges selected

WHEREAS the first party has agreed to implement the scheme with the Second Party, the Scheme will be called as IT Incubation Center Programme to be called as K-Tech District Innovation Hub [DIH] for this MOU. Both the Parties are desirous of recording their terms and conditions as under.

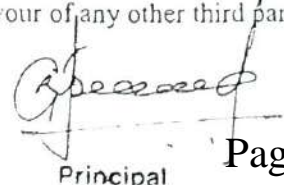
This MOU is being entered into for implementing the Programme by the Second Party in its college in the State with the funding support from Department of Information Technology, Biotechnology and Sciences & Technology, Government of Karnataka through the First Party;


Principal
of Engineering

The MOU is being extended for one more i.e. till March 2022 for implementing the scheme by the Second Party in their District Innovation Hubs with the funding support from Department of Electronics, Information Technology, Biotechnology and Sciences & Technology, Government of Karnataka through the First Party;

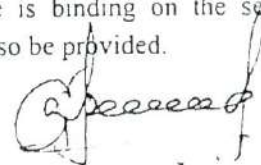
Now this Memorandum of Understanding witnesseth as follows:

- 1) For all intents and purpose Year or Annual for this MOU shall mean an academic year as prescribed by the University the second party [College / Institution] is affiliated to.
- 2) A physical Innovation center will be set up in the premises of Second Party to manage this Programme.
- 3) Based on technical strength of party, the second party shall identify up to 3 focus technology domain areas which the incubation center will be operational in. The facilities available at incubation center and associated to the incubatees of the NAIN Center.
- 4) First party shall facilitate association of a mentor industry expert for each NAIN Center.
- 5) Each Center will incubate up to a maximum of 10 projects per year. Each project will be executed by a team of entrepreneurs.
- 6) The program should select entrepreneurs by giving first preference to students, research scholars and alumni of the chosen colleges and next preference to those from colleges in the respective districts. It should not include faculty members as entrepreneurs but the faculty members can become mentors if they have the right skills and experience.
- 7) The program will cater to the projects that solve local problems and find solutions to local needs (district and state) rather than global problems and needs.
- 8) Funding assistance will be provided by the first Party only for the management of the programme and the execution of the projects.
- 9) Funding from first party shall be used for establishing an ecosystem fostering entrepreneurship.
- 10) The project does not have provision for first party to fund building physical space and purchasing expensive equipment. These expenses shall be done by the second party.
- 11) Funding from first party is towards operational expenses – including salary of incubation center called District Innovation Associate [DIA] – details in operational guidelines.
- 12) Funding from first party is also towards building prototypes and proof of concept of projects / proposals selected by the Central Steering Committee.
- 13) All incubation centers will be networked to exchange experiences and learn from one another.
- 14) The most important resource of the Programme will be local and remote mentors and the Innovation Centers will have tie-ups with local industry leaders and to those who are outside (In Bengaluru/abroad) who may be hailing from the districts as mentors.
- 15) A Steering Committee comprising of representatives from Electronics/IT/BT Department, Academia and Industry will be constituted by the Dept. and the Committee will offer governance / Management of this Programme.
- 16) The Second Party will also nominate a College Coordinator (CC). The CC along with DIA will be operationally responsible for the Programme.
- 17) The second Party at its own cost will be providing the necessary infrastructure and other facilities such as basic computing facilities, internet connectivity etc to the incubation center.
- 18) That the Second Party shall ensure that all the infrastructure /equipment are provided as its contribution to the Programme and shall not be transferred in favour of any other third parties


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And it shall be continued to be in the name of the Second Party till the end of this agreement or termination of the MOU whichever is earlier.

- 19) That the Second Party shall submit the list of equipment provided for the purpose of this programme to the First Party;
- 20) Each college / university shall have a full time **District Innovation Associate[DIA]** who shall be responsible for Coordinating incubation center level activities such as
 - Drive project plan submission, evaluation and selection
 - Get approval for the **project budget** from CC (up to Rs.3lacs per project) and monitor spend/usage on a timely basis.
 - Recruiting mentors from academia, industry towards project execution in their college/University
 - Reporting to the CC on progress on periodic basis on various parameters
 - Maintaining relationship with the projects team/entrepreneurs in the ecosystem.
- 21) A **Project plan / Ideas Competition** shall be held across the district and winners will be selected for incubation. The DIA will be responsible for this process.
- 22) Each of the selected entrepreneur / Project team will be given funds based on the Business plan/ Project Plan presented by them and will be allocated one or more of mentors from the panel.
- 23) Each project will be given funds up-to **Rs. 3 lakh** approved by the Steering Committee. The Rs. 3 Lakhs of project budget shall be used for project related expenses as outlined in the project plan document. The project will leverage existing College / University infrastructure including working space, furniture, utilities and power, internet etc.
- 24) Each selected college shall have **Monitoring Committee** comprising of Members from colleges, Mentors, Successful Entrepreneur, who will select Business plan / Project Plan / ideas and recommend funding for the same.
- 25) The DIA will work with monitoring committee to monitor & report progress of projects to the Steering Committee.
- 26) That the Government of Karnataka through the First Party will pay the Second Party a sum Rs.10, 00, 000/- per year towards management and operational expenses to the second party. This will be called OPEX.
- 27) This amount will be paid in installments.
- 28) For the current year 2020-21, since the program commences during the academic year, Rs. 10.00 Lakh will be provided to the Colleges in the current year. The amounts for the next year academic year will be released as decided by Steering Committee on the submission of Utilization Certificate for all the amounts released to the Second Party and on verification and satisfaction.
- 29) A **Standard Operating Guideline (SOP's)** for the Startup policy will be developed on the role of project team, mentors, Incubation Center in a fair manner. The process of selection and induction of projects will also be prescribed and the same is binding on the second party. Guidelines for all the expenses (Opex and projects fund) will also be provided.

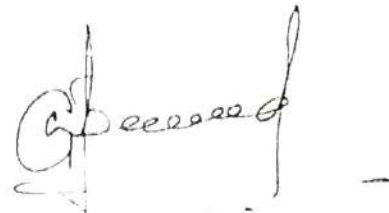


Principal

- 30) A Mechanism to measure performance of incubation centers with right metrics shall be devised.
- 31) All the students / project team members shall be introduced to the **process of innovation and entrepreneurship through formal classes.**
- 32) Innovation and entrepreneur classes to be run for one semester. It should be an elective subject, for students of all streams, with credits being given to students.
- 33) The College / Institute shall ensure that Compensation and recognition of DIA / managing staff should be fair.
- 34) This MOU shall commence on the date of signing of these documents and be in force until 31st March 2022 subject to the terms and conditions of this understanding.
- 35) This the First party/Department on its own can arrange for external evaluation of the programme in measurable areas, to assess the ongoing programme, keeping Second party informed of the nature, and schedule of the assessments.
- 36) That within 30 days from the date of this MOU, the 2nd party has agreed that it shall commence the programme implementing the terms and conditions of this Agreement.
- 37) That the second party shall monitor the progress of the all projects and report the same to the first party, and submit quarterly reports as on 31st March, 30th June, 30th September and 31st December of each year.
- 38) That the Second party shall make reasonable efforts to ensure that it provides the state of art resources, faculty, technology and all other relevant parameters to implement the programme successfully.
- 39) That the Second party shall ensure that RC/faculty and other personnel including the Trainees are selected in accordance with law without there being any favoritism and strictly on merit of each of them without any discrimination and shall submit the list of the staff involved in the programme and the faculty to the First Party.
- 40) That the release of funds for the Second and Third year would be subject to the satisfaction of the First Party that the Second Party has utilized the first installment judiciously and in consonance with the terms and conditions of the policy/Government orders etc. and in terms of this MOU to the satisfaction of the First Party and further the Second Party furnishing the utilization certificate of earlier installment paid.
- 41) That it is made clear that any initialized but yet unutilized amount owing to non-functioning/closure of Programme/project etc will be refunded by the Second Party to the First Party within a period of three months.
- 42) That the Second Party shall execute an Indemnity Bond on a stamp paper of Rs. 200/- for the financial assistance received from the Government and in the event of the Second Party violating any of the terms and conditions of either this MOU or by directions issued by the State Government or by the First Party, the First Party shall have a right to immediately without giving any notice to the Second Party shall invoke the indemnity bond in case the assets are not available however subject to the condition that the First Party should deduct such amounts as in expended by the Second Party towards the implementation of the Programme/project.
- 43) That the Second Party shall submit audited annual accounts at the end of each financial year, of the entire financial assistance the Government of Karnataka has granted towards implementation of the Programme disclosing the manner in which the same is utilized.

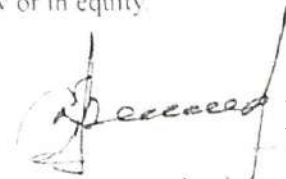
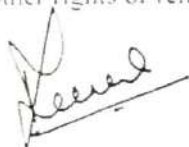
Principal
Government Engineering College, Channarayana

- 44) That the Second Party shall maintain all the documents that are required to be maintained and should cooperate with the officials of the First Party as and when they visit to supervise the proper implementation of the policy as envisaged by the State Government.
- 45) That the Second Party shall adhere to all the relevant existing laws in the matter of employment and provide all the benefits and facilities for the employees as per the existing laws in force. The Second party hereby indemnifies the First Party against any claims that may arise from the employees or staff members engaged in the programme under the policy by the Second Party, by way of salary dues/arrears, statutory dues, incentives, bonus etc.
- 46) That the Second Party shall not misuse the financial assistance released by the First Party/State Government in any manner whatsoever and strictly utilize the same for implementation of the policy as envisaged by the Government.
- 47) That the Second Party hereby agrees to indemnify and keep the First Party and everyone claiming under them indemnified and harmless at all times against all or any actions, damages, charges, litigations, costs, claims, encumbrance, losses or other consequences arising out of any contractual obligations entered by the second party.
- 48) The First Party is no way responsible for any of the grievance concerned to the Second Party, its employees, students or anyone attached to it and the entire responsibility is solely on the Second Party and the Second Party shall keep the First Party indemnified in all respects against any claims made by any persons or persons concerned to the implementation of this Programme in any manner whatsoever.
- 49) That the Second Party shall in no way claim or represent it is undertaking of either the Government of Karnataka or the first party in any of the promotional materials or in any of its business transactions and in the event the Second Party does so, the same would be treated as breach of condition of this agreement and also would be treated as misrepresentation to the public or any financial institution or any company.
- 50) That in the event of the Second Party being unable to perform any of the terms and conditions of this agreement or any of the guidelines or terms and conditions of the Government or the Second Party being unable to implement the Programme, the First Party will initiate legal process to recover the financial assistance given.
- 51) That the details of payments made by Government of Karnataka through the First party to Second Party and the manner in which the same would be expended towards the implementation including the time line for implementation of the Programme will be issued separately and the same will be binding on the Second Party.



Principal
Mangalore Institute of Technology & Engineering
MOODBIURI - 574 225

- 52) That in the event of the implementation of the Programme is not as per mutually agreed term or in accordance with the policy, the First Party will issue a notice to the Second Party providing a period of 30 days to explain and correct the situation and to meet the defined and mutually agreed terms of the Programme and in the event if the same is not satisfactory or the Second Party fails to do so, then the First Party reserves its right to terminate the financial support being extended to the Second Party for the Programme without any notice and initiate legal action to recover the funds released.
- 53) That, it is agreed by both the parties that in the event of the Second Party failing to implement the said directives or any of the conditions made in the Policy, that First party shall terminate this MOU with three months notice to the Second Party and also cancel the financial assistance extended to the Second Party thereafter and also forfeit the entire infrastructure.
- 54) Neither party shall be liable for any failure or delay in performance of any obligation under this MOU to the extent such failure nor is delay due to force majeure event. The party having any such cause shall promptly notify the other party, in writing, of the nature of such cause and the expected delay.
- 55) In the event of any dispute or difference or question arising between the parties out of or in relation to or in connection with this Agreement, both parties shall first attempt to amicably resolve their differences or disputes on the questions arising by mutual discussion within a period of one month. Upon failure of the parties to reach an amicable settlement, such dispute or differences or questions shall be referred to arbitration or conciliation in accordance with provisions of the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Bengaluru. The Arbitration proceedings shall be conducted in the English language. The Arbitration Award shall be final and binding on the parties.
- 56) This MOU shall be governed by and construed in accordance with the laws of India and the Courts at Bengaluru, Karnataka shall have exclusive jurisdiction.
- 57) This MOU constitutes the entire Agreement between the parties on this subject and supersedes all prior agreements, arrangements or understandings, whether verbal, written, or implied. Any amendment hereto will be in writing and signed by both the parties.
- 58) That First Party shall not be liable in damages, costs, expenses, or any other similar or other liability arising out of or relating to any aspects of this Programme implementation. Second Party understands and agrees that the obligations of First Party are limited to providing financial support in a timely manner as defined in this Agreement and support promotion of the Programme.
- 59) No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this in this Agreement all of which as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of such or any other right, power, privilege or remedy provided in this agreement all of which are several and cumulative and are not exclusive of each other or any of other rights or remedies otherwise available to a party at law or in equity.



Principal

IN WITNESS WHEREOF, the parties hereto have signed and executed this Memorandum of Understanding on the day, month and year first above written in the presence of the following witnesses:



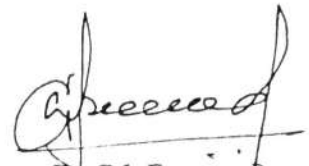
Name: Smt. Meena Nagaraj CN, IAS
Designation: Managing Director, KITS

WITNESSES:

Signature:

Name:

Address:



Name: Dr. G L Easwara Prasad

Designation: Principal

Principal

WITNESSES: Bangalore Institute of Technology & Engineering

Signature: Badaga Mijar, MOODBIDRI - 574 22

Name:

Address:

Dr. G. PURUSHOTHAM
Head. Dept. of
Aeronautical Engineering
MITE, Moodbidri

**Sample e-copies of the MoUs with
Institution/ Industries/ Corporate houses are
uploaded.**

**For complete document of MoUs with
Institution/ Industries/ Corporate houses for
the last five years follow the link below,**

Part 1: https://mite.ac.in/wp-content/uploads/2021/08/3_5_2-e-copy-of-MoU-Part-1.pdf

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