



Dayananda Sagar Academy Of Technology & Management

(Affiliated to Visvesvaraya Technological University
and Approved by All India Council for Technical Education)

Memorandum of Understanding (MOU) between Dayananda Sagar Academy of Technology & Management (DSATM), Bengaluru and Speckbit Exploratories Pvt. Ltd., Bengaluru

PREAMBLE:

This memorandum of understanding (MoU) is made and entered into as of the date last signed 06/11/2017 by and between

Dayananda Sagar Academy of Technology & Management (DSATM), Bengaluru, Karnataka, INDIA – 560082, an academic institute established in 2011, under Mahatma Gandhi Vidya Peetha (MGVP) Trust, and having its registered office at Shavige Malleshwara Hills, Kumaraswamy Layout, Bengaluru, Karnataka, INDIA – 560078

(Henceforth referred to as “the institute” in this document)

AND

Speckbit Exploratories Private Limited, #109, B Block, Metropolis Midtown, Chunchagatta Main Road, JP Nagar 7th Phase, Bengaluru, Karnataka 560062 (CIN: U74999KA2016PTC097785)

(Henceforth referred to as “Speckbit” in this document),

I. PURPOSE:

Dayananda Sagar Academy of Technology & Management (DSATM) is an affiliated academic engineering institute providing education in the area of Engineering and Management.

Speckbit Exploratories is in the field of Educational Research & Development of Products, Tools & Services for Students, Educators and Institutions for innovation in learning outcomes. Speckbit wishes to provide every student & educator with the right tools and technology that would ensure a personalized & meaningful learning experience.

The purpose of this MOU is with reference to exploring the areas of cooperation benefitting both the Institute and Speckbit.

II. TERMS OF COOPERATION:

1. To impart training to the students, staff and faculty of the Institute by Speckbit
2. To facilitate regular interaction between the faculty and student of the Institute and the work force of Speckbit.
3. Speckbit to provide regular active inputs in curriculum revision of the courses offered by the Institute.

[Handwritten signature]
Principal
Dayananda Sagar Academy of Technology & Management
Udayapada, Bengaluru
Opp. - of Living, Bengaluru



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4. The Institute and Speckbit shall explore the possibilities of mutual support in their learning, hiring and research requirements based on mutual convenience.
5. The Institute shall provide relevant space to Speckbit on the online/offline notice areas of the college for any communication for relevant programs and opportunities.
6. This MOU *may not be amended* without prior written consent of both the parties.
7. This MOU will be effective for three years from 06/11/2017. This agreement can be renewed based on mutual convenience.

8. Confidentiality

Each party shall maintain complete confidentiality of any information of the other, disclosed during the terms of this MOU.

9. No License

All of the Disclosing Party's Confidential Information shall remain the sole property of the Disclosing Party. Nothing in this MoU is intended to grant any rights to either party under a patent, copyright, trade secret or other intellectual property right of the other party, nor shall this MoU grant either party any rights in or to other party's Confidential Information except as expressly set forth herein.

10. Permitted use

The recipient agrees that it shall use the Disclosing Party's confidential information solely for the purpose of evaluating the opportunity and shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information unless explicit written consent to such actions is received from the Disclosing party.

If such a prohibition is not permitted pursuant to applicable law, the recipient shall provide the Disclosing Party Written notice prior to undertaking any such reverse engineering and shall give the Disclosing party a reasonable amount of time to provide any interface information required by law prior to commencing such reverse engineering. If such interface Information is provided, then the recipient is prohibited from such reverse engineering.

11. MoU extensions

- a) This MoU may be supplemented by work plans to be developed jointly, which describe more specifically the activities to be carried out under this collaborative program and which set forth the envisaged contribution of each party.

[Signature]
Dr. B. R. L. - Principal / Director
Dayananda Sagar Academy of
Technology & Management
Kanakapura Road
Bangalore - 560 082



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- b) The Institute and Speckbit may name members of their respective staff to work out further details for proper and effective implementation of this MoU.
- c) Such details as agreed upon, including any other amendments, shall be confirmed by exchange of letters between the Institute and Speckbit and such letters will form part of this MoU.
- d) These work plans will require the approval of both parties for implementation.

12. Termination

Either party can cancel or terminate this Agreement unilaterally (and without reason), by giving an advance written notice of 30 days to the other. A breach of this MOU includes, but is not limited to, a violation of the policies and rules of the Institute, the making of a misrepresentation or false statement by one of the parties, non-performance of the party's duties, or the occurrence of a conflict of interest between the parties.

13. Indemnity

Each of the parties shall defend, indemnify and hold the other party harmless from and against any claim, liability, loss, costs or expenses (including reasonable Attorney's fees) arising out of or resulting from the material breach of the provisions herein.

IN WITNESS WHERE OF THE parties have set their hands here to on the day and year first herein above written under their respective seal of office.

Dr. B. R. Lakshmikantha
PRINCIPAL,
Dayananda Sagar Academy of
Technology

Dr. B. R. Lakshmikantha
Principal / Director
Dayananda Sagar Academy of Technology & Management
Udayapura, Kanakapur Road, Bangalore - 560 082

For Speckbit Exploratories Pvt. Ltd.

Director

Mr. Vidyadhar Sharma
CEO & Director,
Speckbit Exploratories Pvt. Ltd.



Udayapura, Kanakapura Road, Opp. Art of Living, Bangalore - 560 082.
Telefax : 080-28432909 Website : www.dsat.in

Dr. B. R. Lakshmikantha
Principal / Director
Dayananda Sagar Academy of Technology & Management
Udayapura, Kanakapura Road
Opp. Art of Living, Bengaluru - 560 082