MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding is made and executed at **Bangalore** on 2nd November 2018, by and between Datalore Labs Private Limited, having its registered address at No. 2-83(1), Dejamma Compound, Bollur, Koikude Post, Hale angadi, Mangalore – 574146 hereinafter referred to as '**Datalore**' which expression shall where the context admits, include its successors or assignees.

and

Dayananda Sagar Academy of Technology and Management, Opp to Art of Living, Kanakapura road, Udhayapura, Bangalore -560082, India, carrying on its education and research in a variety areas of Engineering, Technology and Management and services hereinafter referred to as '**COLLEGE**', which expression shall where the context admits, include its successors or assignees.

WHEREAS **Datalore** has, after being set up as Private Limited Company for the development data science products, service and training.

AND

WHEREAS the **COLLEGE** has acquired the expertise in the areas of Databases, Data Mining, LAN/WAN, Wireless Networking, Software Development, IT Applications in different domains and in IT Corporate Training and desirous to work together with **Datalore** to leverage each other's strengths.

AND

WHEREAS **COLLEGE** desires for, **Datalore** expertise in Machine Learning, Deep Neural Network and Cloud Technologies.

AND

WHEREAS as a result of the interaction between **Datalore** and **COLLEGE** at various levels, both the parties have agreed to come together and have decided to work jointly in certain areas of common interest on the following terms and conditions.

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

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

SCOPE

1.1 This MoU broadly defines the mode and methodology of operations and spells out the rights and responsibilities of the parties hereto.

1.2 This MoU being a broad base for operational methodology, some of the operations could be brought under a purview of specifically drawn up agreements on case-to-case basis in writing and signed between the parties.

1.3 Undertaking joint collaborative projects in various IT areas of mutual interest.

1.4 Corporate training and project training for Bachelor students and Master's students on advanced areas of Machine Learning, Deep Learning, Artificial Intelligence and Cloud Technologies.

2.0 RESPONSIBILITIES OF THE PARTIES

Datalore's RESPONSIBILITIES

2.1 Identification of the students projects where Datalore and COLLEGE can jointly work.

2.2 To provide support for collaborative research work with Datalore and COLLEGE to carry out research activity. This can be extended for applying research grant.

2.3 For identified project or Corporate Training, to decide on the scope of the work to be carried-out by COLLEGE in the areas of COLLEGE strength.

2.4 To provide necessary permission for visiting Datalore facilities to COLLEGE Faculty and Students for required assignments.

2.5 Provide the opportunities to potential students for Internships and projects

2.6 To provide technical assistance and guidance to design special subjects, value added courses, one credit courses and guest lectures on identified areas of mutual interest.

2.7 To provide Faculty Development Program on Advanced technologies.

2.8 Provide Consultancy opportunity for DSATM faculty members.

COLLEGE RESPONSIBILITIES

2.9 Identification of the projects where Datalore and COLLEGE can jointly work.

2.10 To conduct training Programs jointly with Datalore at COLLEGE.

2.11 For the identified scope of the design and development of IT solutions, COLLEGE will identify suitable faculty, students and resources for project development.

2.12 Carrying out the services required related to the project deployment, corporate training and maintenance on case-to-case basis.

Dr. B. R. L. Shrikanth
Principal / Dire
Dayananda Sagar Academy of Technology & Management
Udayapura, Kanakapura Road
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3.0 JOINT RESPONSIBILITIES

3.1 Nominate coordinators as nodal contacts to represent the organization and promote interface so as to plan, implement, monitor and review the various activity schedules from time to time.

3.2 Draw the attention of the top management in case of any interface or operational matters.

3.3 After identification of any activity, a formal agreement for the specific activity outlining the details of the scope of work, financial implications, phasing of work output/deliverables, phasing of payments, Intellectual property rights and other terms and conditions shall be signed by the two organizations. Specific acceptance of the **Datalore** and **COLLEGE** shall be necessary before any work is formally initiated or any financial commitment becomes operative. The approval will be routed through the nodal contacts on either side.

3.4 All attempts will be made to ensure that developments and various activities are accomplished to very high degree of quality, with parsimony of time.

4.0 FINANICIAL ASPECTS

4.1 No financial commitment from any party will be assumed unless a formal approval/ acceptance to that effect has been accorded through signed documents by both the **Datalore** and **COLLEGE.**

4.2 All payments will be made by mutually accepted mode as agreed between the parties in writing and signed by the parties.

5.0 COMMUNICATION

5.1 Any communication or notice or intimation shall be addressed to the Nodal contacts of the respective parties and sent to the registered address of the parties concerned and such a communication sent by e-mail, tele-fax, registered post, speed post shall be deemed to be sufficient.

6.0 CONFIDENTIALITY and NON-DISCLOSURE

6.1 Any software/hardware material, product specifications, designs, financials, information, documents shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the party which owns it. The material shall be treated as confidential for a minimum period of three years, after this MoU comes to an end or as agreed from time to time.

Dr. B. R. L. Shankar
Principal / Director
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In the event of any of the parties becoming legally compelled to disclose any confidential information, such party shall give sufficient notice to the other party so as to enable the other party to seek a timely protective order or any other as appropriate relief. If such an order or other relief cannot be obtained, the party being required to make such a disclosure shall make the disclosure of the confidential information only to the extent that is legally required of it and no further.

7.0 FORCE MAJEURE

7.1 Neither party to this MOU shall be liable to the other party for any delay or failure on its part in performing any of its obligations under this MoU resulting from any cause beyond its reasonable control, including but not limiting to strikes, riots, civil commotion, or other concerted actions of workmen, material shortage, fire, floods, explosions, acts of God, acts of state, war, enemy action or terrorist action etc.

8.0 ARBITRATION

8.1 Arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. Courts in **Bangalore** only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

9.0 TERMINATION

9.1 Either organization may terminate this agreement provided that a written notice to this intent is given to the other organization at least six months prior to the termination.

10.0 NOTICES

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by fax with a second copy sent by airmail, speed post , registered to certified, postage prepaid with return receipt requested, or by recognized international courier service. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of four(4) day after mailing.

Dr. B. R. [illegible]
Principal / Dire
Dayananda [illegible] of
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Udayapura, Kanakapura Road
Opp. [illegible] of Living, Bengaluru - 560 0

11.0 ASSIGNMENT AND TRANSFER

Any and all rights, duties and obligations of the parties under this MoU shall not be transferred or assigned by either party to any third party without prior written consent of the other party.

12.0 NON-WAIVER

The failure or neglect by either of the parties to enforce any of the terms of this MoU shall not be construed as a waiver of its rights preventing subsequent enforcement of such provision or recovery of damages for breach thereof.

13.0 SEVERABILITY

The invalidity or unenforceability of any provision of this MoU shall not affect the validity or enforceability of any other provision of this MoU that shall continue in full force and effect except for any such invalid and unenforceable provision.

14.0 MODIFICATION

No modification to this MoU, will be effective unless agreed to in writing by both parties and duly signed by the authorized signatories of the parties.

15.0 LIMITATION OF LIABLITY

In no event **either party** shall be liable to the other for any incidental, consequential, special, and exemplary or direct or indirect damages, or for lost profits, lost revenues, or loss of business arising out of the subject matter of this MoU, regardless of the cause of action, even if the party has been advised of the likelihood of damages.

16.0 NO PARTNERSHIP

Nothing in this MoU shall be deemed to neither constitute or create an association, trust, partnership or joint venture between the parties nor constitute either party the agent of the other party for any purpose.

17.0 ENTIRE AGREEMENT

This MoU constitutes the entire Understanding between the Parties. Any and all written or oral agreements, representations or understanding of any kind that may have been made prior to the date hereof shall be deemed to have been superseded by the terms of this MoU.

Dr. B. R. L. Shrinikanth
Principal / Director
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Udayapura, Kanakapura Road
Opp. of Living, Bengaluru - 560 0

18.0 DOCUMENTS

This MoU has been executed in two originals, one of which shall be retained by COLLEGE and the other one by Datalore.

19.0 HEADINGS

The headings shall not limit, alter or affect the meaning of the Clauses headed by them and are solely for the purpose of easy reference.

Signed, sealed and delivered under the hands of the authorized representatives of the two parties hereto on the date first written herein above.

For and on behalf of **Datalore Labs ,Bangalore**	For and on behalf of **Dayananda Sagar Academy of Technology and Management, Bangalore - 560082**
Signature 02/11/18	Signature 2/11/18
Name : **Naveen G V** Designation: Chief Technical Consultant	Name : **Dr. B.R.Lakshmikantha** Designation : Principal, DSATM Dr. B.R. Lakshmikantha Principal / Director Dayananda Sagar Academy of Technology & Management Udayapura, Kanakapur Road, Bangalore - 560 082

WITNESSES (Name &Address)

Datalore Labs	Dayananda Sagar Academy of Technology and Management, Bangalore – 560082
Signature Name : Harshith Ramesh Designation : Director, Datalore Labs, Bangalore	Signature 2/11/18 Name: Dr. Sumithra Devi K A Designation: Dean Academics /HoD ISE Dept., DSATM Dr. Sumithra Devi K. A Dean Academics, Prof & HOD Department of Information Science & Engg Dayananda Sagar Academy of Technology & Management Udayapura, Opp Art of Living, Kanakapura Road, Bangalore 560082
Signature Name : Sudheendra Rao Designation : Director Datalore Labs, Bangalore	Signature 2/11/18 Name: Dr.M.Vinoth Kumar Designation: Associate Professor / ISE Dept., DSATM

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