

सत्यमेव जयते

INDIA NON JUDICIAL

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 Unique Doc. Reference : SUBIN-KAKAKSFCL0873593506415046U
 Purchased by : MALNAD COLLEGE OF ENGINEERING HASSAN
 Description of Document : Article 12 Bond
 Description : M O U
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MALNAD COLLEGE OF ENGINEERING HASSAN
 Second Party : MEDINI R TECHNOLOGIES BANGALORE
 Stamp Duty Paid By : MALNAD COLLEGE OF ENGINEERING HASSAN
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

For Sanana Multipurpose
 Souhardha Co-operative Ltd. (R)
 11/07/22
 [Signature]
 Authorised Signatory



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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") entered into on this 18th day of July 2022 by and between:

The Department of Civil Engineering, Department of Mechanical Engineering and Department of Electrical & Electronics Engineering of Malnad College of Engineering, Hassan (herein after referred to as MCE, Hassan). The Institute was established in 1960 by Malnad Technical Education Society® and is one of the premier Institutions serving the society. The Institution is an Autonomous College under Visvesvaraya Technological University, Belagavi. The college is providing high quality

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Medini
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technical education recognising the importance of Research and Development as well as imparting Industrial Training to the Engineering students. The College offers 9 UG 4 PG Programmes.

And

Medini® Technologies, delivers innovative and future-ready technology solutions in the field of Design | Construction | Product Design | Skill Building & Internationally Industry Recognized Certification. Predominantly AEC-Architecture, Engineering & Construction and as well Product Design & Manufacturing Industry. Together, the company is associated with high-end corporate houses and academic institutes, where it organizes training and consultation. Located in Bangalore, the company provides excellent knowledge, skill and unique innovation ideas stimulating the competitive minds of architecture, engineering, construction and manufacturing professionals.

Ideals and concepts with which **Medini® Technologies** has composed its work philosophy platform, include applying future centric technologies in design, architecture and engineering to achieve the best results way ahead of any prevailing trends. The company explores academia and industrial segments and identifies those appropriate linking points that can correctly connect these sectors bringing about beating solutions.

Medini® Technologies is continually supporting corporate and academia in constructing optimal design technology methodologies that reform their infrastructure as per the changing practical demands of the commercial world. Also, the company is successfully working with many private and government organizations serving them with perfect technology solutions to meet their client demand satisfactorily, to name few: ISRO, URSC, Atkins, Alstom, Featherlite, Micron, Cadence, Axiscades, L&T, WSP and others.

Over the years, the company's dedicated effort and endeavour have consistently supported it to construct and extend its prosperous portfolio including some of the world's leading providers of CAD, CAM, CAE, PLM, Hardware, Software, 3D printers like Autodesk, PTC, Trimble Sketch-up, Ansys, Bentley, Dassault Solidworks, Oracle, and Microsoft as their Training, Certification & Academic Support Partner. Medini sees its coming time to be more promising to improve its capacity.

Whereas **FIRST PARTY** and **SECOND PARTY** (jointly referred to as "Parties") pursuant to discussion of their common interests are convinced and desirous of availing mutual assistance in the areas of architectural planning, academic research and consultancy services and project related exposures generally in relevant fields of architecture for mutual benefit and have agreed to enter into an Understanding of Cooperation/ Collaboration between them

C.V. Vignatesh



The Parties have reached an Understanding as follows:

1. PURPOSE:

The purpose of this MOU is to explore future opportunities for mutual Cooperation/ collaboration involving strategic academic/research partnership and in the areas of professional engagements for the benefit of both the Parties.

2. PROPOSAL:

The initial key focus will be to explore opportunities for mutual Cooperation/ collaboration as per the below given framework. As this relationship matures and based on the successes of the engagements, it is aspired that this will grow into a strategic relationship leading to collaboration in the following areas in the longer term. The Parties acknowledge that terms and conditions for specific collaborative activity, including but not limited to financial, administrative, intellectual property, and legal terms, will be set forth in separate written agreements signed by authorized representatives of the Parties.

Support for software's: **SECOND PARTY** being partner with Autodesk & Bentley will support **FIRST PARTY** for software's related to Civil, Mechanical, Electrical & Architecture (Associated branches can also be considered). Where in **FIRST PARTY** will assign a mail ID to control all the licenses properly. (Ex: map@iitbbs.ac.in, where in map stands for Medini Academic Partner).

- **Intellectual Property:** **FIRST PARTY** Partnership with **SECOND PARTY** for co-creation and co-innovation (including potential for joint-IP development) focusing in the areas of Architecture, Planning etc.
- **Short term documentation and research projects:** Students of **FIRST PARTY** with interest and motivation can be given the opportunity to take part in documentation and research projects undertaken by **SECOND PARTY**.
- **Internship and Hiring Program:** **SECOND PARTY** will support **FIRST PARTY** students for internships and hiring programs.
- **Campus Hiring:** The Parties hereby agree to collaborate to set-up a system and guidelines for 'Campus Hiring' of the eligible students of **FIRST PARTY**, by appropriate suggestions for Curriculum and Syllabi development/training.
- Second Party will support the first party for **COE** after successful completion of 2 years of MoU & for **incubation centre** after 3 years of MoU.
- **Seminars/Workshops/Conferences:** To keep the MoU active both the parties will assure to have minimum 3 events annually, if any kind of commercials involved it will be discussed mutually and taken forward.

C-V-Venkataram

First party will provide the details of students from 2nd year to final year till the MoU continues, which will help the second party to transfer the information of industry requirement and regular events of industries which will include seminars, workshops, conferences, internships etc. directly/through department/through placement officers. And even to support them for the licenses.

- The head of the department will be a signing authority for all the documents related to licenses and for approvals.

3. TERM AND TERMINATION:

This MOU shall be effective from 18th July 2022 (notwithstanding the date of execution of this MOU) and shall remain valid for a period of five (5) years unless terminated by either Party on three months' written notice to the other. No such termination shall however affect the continuity of any of the activities already pursued under this MOU, until its logical conclusion. The MOU may be renewed for further period/s subject to mutual consent.

4. LIABILITY:

Each Party will bear its own costs and expenses associated with this MOU unless otherwise agreed in writing with reference to any specific Activity Agreement thereof.

5. COORDINATORS:

Each Party shall have a Coordinator for the MoU who shall be responsible for initiating organizing, implementing and coordinating the areas of co-operation contained in Section 2 of this MoU. The contact details of the Coordinators shall be as stated herein and may be changed by the Parties at any time during the term of this MOU by communication in writing.

The Coordinators currently designated for the purpose are:

Details	FIRST PARTY	SECOND PARTY
Name	Dr. C.V. Venkatesh	Abhinandan Kabbur
Title	Principal	Director
Telephone	08172 245317	080 23301005
Mobile	9448719949	9620088488
Email	principal@mcehassan.ac.in	Abhinandan.kabbur@medini.tech

C.V. Venkatesh



6. INTELLECTUAL PROPERTY:

The Parties hereby agree that any specific joint projects with legally binding obligations will be set forth in separate written agreement(s).

The Parties do not anticipate creating intellectual property under this MOU. Any activities that may lead to the creation of intellectual property will be determined between the Parties through mutual consultation and governed by separate written agreements on a case-by-case basis.

7. CONFIDENTIALITY

Each Party shall treat all non-public or proprietary information, whether commercial, technical, financial or of whatever nature, received from the other Party under this MOU ("Confidential Information") as confidential, and shall not, without the prior written consent of the other Party, use or disclose the same, or permit its use or disclosure, by any persons or entities, other than its employees and professional advisors who need to know such information to assist in performing its duties under this MOU.

The Party receiving the Confidential Information will use the Confidential Information solely for performance of this MOU and will use the same degree of care to protect the Confidential Information as it uses with its own information, but no less than a reasonable degree of care.

The foregoing provisions and the confidentiality obligations therein shall not apply to: (i) information which is required to be disclosed by law, governmental authority, legal process or court order; (ii) information which was rightfully in the receiving Party's possession before receipt from the disclosing Party; (iii) information which, after disclosure, is made available to the receiving Party in good faith by a third party under no obligation of confidentiality to the disclosing Party; (iv) information which is independently developed by the receiving Party without the use of confidential information from the disclosing Party; or (v) information which, after disclosure, is published, becomes known publicly, or otherwise becomes part of the public domain through no fault of the receiving Party.

DISCLOSER WARRANTS THAT IT HAS THE RIGHT TO DISCLOSE CONFIDENTIAL INFORMATION TO RECIPIENT.

The obligations in this Section 7 shall continue throughout the term of this MOU and survive its termination or expiration for a period of five (5) years.

C-V. Venkatesh



8. EXCLUSIVITY:

As there is involvement of software licenses mentioned in section 2, point number 1, the MoU is solely for **FIRST PARTY** and cannot be used by any other party apart from the one involved in this MoU.

If in any circumstance it has to be used, the parties should set forth the details in written. The licenses are only for education and not supposed to be used for commercial activities.

10. ENTIRETY OF AGREEMENT:

This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

11. SEVERABILITY:

Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

12. DISPUTE RESOLUTION:

Any dispute that may arise out of or relate to this MOU shall be resolved by good faith discussion between the Parties. If the Parties cannot resolve the dispute by good faith discussion, the Parties are free to pursue other remedies in accordance with applicable law.

13. GOVERNING LAW:

This MOU shall be construed and governed in accordance with the laws of India.

14. AMENDMENTS:

Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties shall be incorporated by written instrument, and will become effective as and when so executed duly signed by authorized representatives of both the Parties.

15. COMMUNICATION:

All communications under this MOU, to be recognised, shall be in writing by surface mail to the postal address specified hereinabove or by electronic mail and be sent to the Coordinators mentioned under Section 5 except that the any Notice for termination of the MOU shall be additionally sent to the signatories hereto.



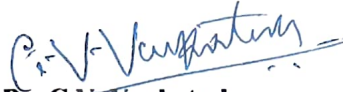
IN WITNESS WHEREOF, the Parties to this MOU through their duly authorized representatives have executed this MOU on the day and year set below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.



Er. Pradeep Kallur
Co-Founder & Managing Director
Medini® Technologies



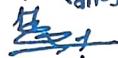
Er. Abhinandan Kabbur
Director
Medini® Technologies



Dr. C.V. Venkatesh
Principal
Malnad College of Engineering, Hassan

Dr. C.V. Venkatesh
Principal

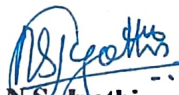
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Dr. Mohan Kumar Chavan
Professor and Head,
Department of Civil Engineering
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