

'MEMORANDUM OF UNDERSTANDING'

BETWEEN

NATIONAL INSTITUTE OF ENGINEERING, MYSURU

AND

ADVANCED NOBLE SYNERGIES PRIVATE LIMITED

This MoU made and entered into on this Saturday of 04/05/2019 (effective date) between National Institute of Engineering, Mysuru (hereinafter called NIE) situated at Manadavadi Road, Mysuru, an Institute of importance established in 1946 and group of Advanced Noble Synergies Private Limited (Including Ag Flex Technologies Private Limited and ORSI technologies), hereinafter called "COMPANY" which expression shall include its successors and assignees with its registered office at Mysuru.

1. OBJECTIVES OF THE MOU

The objective of this Memorandum of Understanding is:

- a. to promote interaction between NIE and COMPANY in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between NIE and COMPANY.

2. PROPOSED MODES OF COLLABORATION

NIE and COMPANY propose to collaborate through

- a. sponsoring student projects
- b. Sponsoring R&D projects, which may be carried out wholly at NIE or at premises of COMPANY or partly at NIE and partly at COMPANY.
- c. any other appropriate mode of interaction agreed upon between NIE and COMPANY.

Each of the above modes of interaction will be initiated by entering into a separate agreement between the two parties.

3. FORMS OF RESEARCH AND DEVELOPMENT PROGRAMS

The form of any of the said Research and Development Program (hereinafter referred to as "Research Program") will be subject to a separate Research Agreement entered into by the Parties but may also include the following:

- a. **In their own existing facilities** - The performance of research individually by each Party or concurrently by both Parties in mixed groups at their own facilities with regular exchanges of results.
- b. **In a separate research and development facility** - The performance of research by the technical personnel of both Parties working together in the facilities of one Party or in mixed groups at the facilities supported/ sponsored by either Party.
- c. **Third parties** - The performance of research by the Parties together with one or more third parties.

4. TECHNICAL AREAS OF COLLABORATION

The principal technical areas of collaboration between NIE and COMPANY will be as set out in Annexure A.

Ag Flex Technologies Pvt. Ltd.
Plot No. 10, Industrial Area
Mysuru



5. AGREEMENTS FOR RESEARCH COLLABORATION

Each research collaboration undertaken by the parties hereunder shall be initiated by the signing of a separate research agreement between the parties, which will describe in detail:

- a. the nature, scope and schedule of the research collaboration.
- b. the form of the research collaboration.
- c. the estimated cost of the research collaboration together with the amount of funding, if any, to be received from third parties.
- d. the treatment of intellectual property and data rights, including patents, industrial design registration, copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) which result from the research collaboration or which belong to a party and are used in research collaboration.
- e. other provisions as may be mutually agreed upon, including provisions covering the consequences of default or termination by a participant, term, arbitration of disputes and applicable law.

6. CONFIDENTIALITY

- a. During and for a period of three years from the date of disclosure, each party agrees to consider as confidential all information disclosed by the other party in written or tangible form or, if orally disclosed confirmed in writing within thirty days of disclosure and identified as confidential by the disclosing party.
- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information:
 - is in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - is already known or become known to the receiving party
 - is received from a third party having no obligations of confidentiality to the disclosing party,
 - is independently developed by the receiving party; or
 - is required to be disclosed by law or court order.

7. NON-EXCLUSIVITY

The relationship of the parties under this MOU shall be nonexclusive and both parties, including their affiliates, subsidiaries and divisions, are free to pursue other agreements or collaborations of any kind. However, when entering into a particular research agreement, the participants may agree to limit each party's right to collaborate with others on that subject.

8. TERMS AND TERMINATION

Unless otherwise terminated by the parties, This MOU shall continue to remain valid till the expiry of the last surviving research agreement executed pursuant to this MoU. This MOU may be amended or terminated earlier by mutual written agreement of the parties at any time. Either party shall have the right to unilaterally terminate this MOU upon 60 days prior written notice to the other party. However, no such early termination of this MOU, whether mutual or unilateral, shall affect the obligations of the participants under any Research Agreement, Confidentiality clause as referenced in clause 6 above, or any other agreement entered into pursuant to this MOU, which obligations shall survive any such termination.

9. RELATIONSHIP

Nothing in this MOU shall be construed to make either party a partner, an agent or legal representative of the other for any purpose.

Ag Flex Technologies Pvt. Ltd,
Plot Number 7 Industrial Area
MYSORU, Karnataka



10. ASSIGNMENT

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each party and hence neither Party shall transfer or assign this Agreement, or rights or obligations arising hereunder, either wholly or in part, to any third party.

11. COSTS OF THE MOU

Each Party shall bear the respective costs of carrying out the obligations under this MOU.

12. SIGNED IN DUPLICATE

This MOU is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity.

BY SIGNING BELOW, the parties, acting by their duly authorized officers, have caused this Memorandum of Understanding to be executed, effective as of the day and year first above written.

On behalf of

on behalf of

National Institute of Engineering, Mysuru

Advanced Noble Synergies Private Limited

[Signature]

[Signature]

Name : B. RAVI

Name : Umesh Kolhari

Title : PRINCIPAL

Title : CEO

Date : 4/5/19

Date : May 4th 2019

Witness :

Witness :

1. *[Signature]* 4/5/19

1.

2. *[Signature]*

2.

3. *[Signature]* 4/5/19

[Signature]
Satish Nagargja Chandra
CMD
May 4, 2019

Annexure A : Technical Areas of Collaboration



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