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 Description of Document : Article 12(b) Bond - Amount exceeding Rs.1000
 Property Description : MEMORANDUM OF UNDERSTANDING
 Consideration Price (Rs.) : 5,000
 (Five Thousand only)
 First Party : ASHTAKSHA LABS PRIVATE LIMITED
 Second Party : SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION
 Stamp Duty Paid By : ASHTAKSHA LABS PRIVATE LIMITED
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MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION
AND
ASHTAKSHA LABS PRIVATE LIMITED
FOR COLLABORATIVE RESEARCH, TRAINING AND CONSULTING

This MoU made and entered in duplication on this 22nd March in the year 2024

BETWEEN
SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION-Deemed-to-be-University, Regd.
 Office at Tumkur, Karnataka, India, (henceforth "SAHE") of the one part, the Party acting through its
 Vice-Chancellor Dr.Lingegowda.K.B

AND

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



ASHTAKSHA LABS PRIVATE LIMITED, Regd. Office – 2nd Floor, Sriniketh Complex, 997, Service Road, 4th Cross, RPC Layout, Vijayanagar 2nd Stage, Hampinagar Bangalore North Bangalore KARNATAKA-560104 on (herein called “**ASHTAKSHA LABS**”) the other part.

Each of **SAHE** and **ASHTAKSHA LABS** may individually be referred to as a “Party” and collectively referred to as the “Parties”.

PREAMBLE

Whereas the **SAHE** has the objective to provide facilities and promote studies in emerging areas of higher education on the frontiers of science, technology, and management education. In pursuance of the objective, the Institute has been endeavoring to develop closer relationships with the corporate world so that the synergy between academics and the business world can be reaped to the fullest extent.

Whereas **ASHTAKSHA LABS**, has the objective to provide World-class Cyber Security Services, Research, Training and Consultancy there by protecting the cyber space. In pursuance of the objective, the Company has been endeavoring to narrow down the technical and soft skills gap between Academia and Enterprise businesses producing best in class industry ready international candidates, security products, processes, patents and papers.

WHEREAS the Parties agree to promote joint research and development activities of mutual interest in accordance with their respective needs and objectives, and shall, by joint agreement, determine the areas and subject of such collaboration, on the basis of the understanding set out in this Memorandum of Understanding (“**MoU**”).

1. AREAS OF COOPERATION / SCOPE OF THE WORK

The Parties agree to collaborate in the following relevant areas:

- (a) the exchange of scientific, academic, and technical information and appropriate academic materials and other information of mutual interest for which each Party holds intellectual property rights;
- (b) the identification of opportunities for exchanges and cooperation and joint research and development in disciplines of mutual interest;
- (c) the organization of and participation in joint academic and scientific activities such as seminars, workshops and international conferences;
- (d) joint application and operation of research funding / grants, subject to the terms and conditions of the funding agency;
- (e) jointly explore the Tactics, Techniques and Procedures in the Cyber Security
- (g) any other such activities based on the expertise available from the collaborative section of both parties or as the parties may mutually agree to.

2. MANAGEMENT COMMITTEE

The Parties can appoint representatives to manage and oversee the collaborative activities contemplated under this MOU. The representatives of the Parties can meet as and when necessary to review progress in the implementation of activities related to the areas of collaboration, define new areas and programmes of collaboration as well as discuss matters related to this MOU.



3. ARRANGEMENTS AND FUNDING

- 3.1 To implement the collaborative activities envisaged under this MOU, representatives of the Parties may meet periodically to negotiate and conclude specific project agreements and programmes of cooperation, including the terms for their financing, with each other and with other parties provided that neither Party shall have the power to bind the other Party without the other Party's consent in writing.
- 3.2 The financial arrangement relating to each collaborative activity will be in accordance with the specific project agreement and programme of cooperation covering each collaborative activity. The Parties agree that in the absence of any specific agreement to the contrary, all expenses, including but not limited to, salary, travel, living and allied costs relating to each collaborative activity shall be borne by the Party who incurs such expenses.

4. INTELLECTUAL PROPERTY, INVENTIONS AND INNOVATIONS

- 4.1 The terms with respect to title to and exploitation of intellectual property (including but not limited to trademarks and service marks, copyright, patents, know-how, designs and confidential information on the subject of such intellectual property) will be negotiated on a project-by-project basis in the specific project agreements and programmes of cooperation referred to in Clause 3. Save as aforesaid, nothing in this MOU shall be construed as a license or transfer or an obligation to enter into any further agreement with respect to any intellectual property currently licensed to or belonging to either Party.
- 4.2 All intellectual property held by a Party prior to entering into this MOU or disclosed or introduced in connection with this MOU and all materials in which such intellectual property is held, disclosed or introduced shall remain the property of the Party introducing or disclosing it.

5. COMMUNICATION BETWEEN SAHE AND ASHTAKSHA LABS

Both parties shall maintain regular communication and exchange data and other information in such manner and frequency as mutually decided on a case to case basis. All information exchanged shall be confidential in nature unless the same is in the public domain or the recipient has been allowed to treat the same as non-confidential by the other party. The disclosure of the same shall be governed by the Secrecy Clause of the MoU. The mode of communication will include personal meetings, teleconferences, video conferences, emails, postal communications, use of electronic media, etc.

6. RIGHT OF THE OWNERSHIP/TECHNOLOGY TRANSFER AND UTILIZATION

Research Program Inventions conceived, discovered and reduced to practice by Institute, or its employees, agents or students will be owned by Institute. Research Program Inventions conceived, discovered and reduced to practice by Collaborator, or its employees, or agents, will be owned by Collaborator (Collectively, "Sole Inventions"). Research Program Inventions conceived, discovered and reduced to practice by at least one employee, agent, or student of each of Institute and Collaborator will be owned by Institute and Collaborator, without any obligation to account to one another ("Joint Inventions"). Neither party shall make any claim to the other party's Sole Inventions. The Joint Inventions will be co-owned by both the Parties and the level of ownership will be determined by as per the contribution in IP creation by each Party and the terms mutually agreed upon prior to filing any application for protection of such IP. In the case of Research Programs where Institute and Collaborator agree to a mutually agreed upon share of IP ownership either at the commencement or during the Research Program, such co-ownership share shall be documented in the respective Research Program Appendix. In the case of Joint Inventions where IP ownership is not mutually agreed upon during the commencement of the Research Program, Joint IP will be



co-owned by both parties in equal ratio (1:1). The revenues generated from commercialization of such Joint IP will be shared in the ratio of IP ownership.

7. DATA OWNERSHIP AND USE

- a) Use of Data. Collaborator agrees that:
Any and all data provided by **ASHTAKSHA LABS** will be used expressly and solely for the purpose of the scope of activities included in the specific Research Program.
On completion of the scope of activities under the Research Program, **SAHE** shall immediately return to the Institute all data or material shared, and shall ensure permanent deletion and removal of all records and copies created by **SAHE**.
- b) **SAHE** is expressly prohibited from sharing such data or material with any third party or use it in any other Research Program or for use it for any other purpose without prior written consent of **ASHTAKSHA LABS**.
- c) Transfer of Data. All confidential data will be shared on secured platforms safeguarding client's privacy and confidentiality

8. PUBLICATION OF ARTICLES

Each Party may, with the written consent of the other Party, such consent not to be unreasonably withheld, publish the findings of the collaborative activities of the Parties in the form of an article in a journal, newspaper or other magazine, provided that where an application for registration of a trademark, service mark or design, or an application for a patent, will be made, such an article shall not be published for a period of up to ninety (90) days for the said application to be made. A copy of the article to be published shall be provided to the Party whose written consent is required hereunder prior to publication of the same for that Party's perusal and written consent.

- a) The basic objective of research activities at Institute and the Collaborator is the generation of new knowledge and its expeditious dissemination for the public's benefit. Both Parties will provide all reasonable cooperation in meeting this objective.
- b) Both Parties retain the rights at their discretion to publish freely any results of the Research Program. Both Parties will provide a copy of any manuscript before it is submitted for publication. Each Party may review the manuscript:
- c) Each Party will proceed for publication only with the consent of the other Party which shall not be unreasonably withheld or denied and each Party shall make best efforts to expedite the manuscript review and support the other Party in accomplishing the publication.

9. SECRECY

It is hereby agreed that the participating agencies shall keep information including but not limited to data, document, structure, formulae, know-how collected completely secret, and disclosure shall be made on the terms and conditions mutually agreed upon.

10. REPRESENTATION TO THE PUBLIC AND CONFIDENTIALITY

- 10.1 Neither Party shall use the name or logo of the other Party for any purpose whether in relation to any advertisement or other form of publicity without obtaining the prior written consent of the other Party.



10.2 Notwithstanding the generality of the above, the Parties may notify third parties of the fact that this MOU is in effect.

10.3 All information furnished in relation to this MOU by one Party to the other, which is clearly identified as proprietary or confidential at the time of disclosure, will be kept confidential by the receiving Party, and will not be disclosed to any third party otherwise than to carry out the provisions of this MOU, unless agreed in writing between the Parties.

10.4 The provisions of Clause 6 above will not apply to information in the public domain; information in the possession of the receiving Party prior to the disclosure of the information; information which is independently developed by the receiving Party; information required to be released by law; and information which is rightfully received by the receiving Party from third parties without any breach of confidentiality obligations.

1. Clauses 10.3, and 10.4 will survive the expiry or termination of this MOU for one year from the date of expiry or termination of this MOU.

11. TERM OF THE MOU

11.1 This MOU shall commence on the Effective Date and shall remain in force for a period of five (5) years. Either Party may terminate this MOU by not less than six (6) months' prior written notice to the other Party of its desire to terminate. This MOU may be extended by the mutual agreement of all Parties in writing.

11.2 The termination of this MOU shall not affect the implementation of the projects or programmes established under it prior to such termination.

DISPUTE RESOLUTION

Any disputes arising under or in connection with this MOU which cannot be resolved by amicable discussions between the Parties shall be referred to the **Director of Ashtaksha Labs**, Bangalore and the **Vice-Chancellor, SAHE**, or their nominees for resolution, or may be submitted to such alternative dispute resolution mechanisms as may be agreed in writing between the Parties.

NON-BINDING NATURE OF THIS MOU

Despite the statements and obligations expressed herein and save for Clauses 4, 8, 10 and 11, this MOU is a non-binding expression of the current intentions of the Parties, and neither Party will incur nor be bound to any legal obligations or expense hereunder to the other Party until and unless definitive agreements have been negotiated, approved by the necessary management levels of each Party and executed and delivered by authorized representatives of both Parties. Clauses 4, 8, 10 and 11 shall survive the expiry or termination of this MOU and shall be legally enforceable in accordance with their terms in any court within Bengaluru jurisdiction.

GOVERNING LAW

The parties agree that any legal action arising from this MOU will be brought in the courts of Bengaluru jurisdiction and subject to the laws of the country in which the defending party has its principal offices, and the parties hereby submit to the jurisdiction of those courts.



IN WITNESS WHEREOF the parties hereto have caused this MOU to be duly executed on the day and year first above mentioned.

SIGNED for and on behalf of the SRI SIDDHARTHA ACADEMY OF HIGHER EDUCATION-Deemed-to-be-University, Tumkur, Karnataka, India acting through its Vice-Chancellor.



Vice-Chancellor- Dr.Lingegowda.K.B

SIGNED for and on behalf of the Ashtaksha Labs Pvt. Ltd, Bangalore, Karnataka, India, acting through its authorized Signatory




Mr.Nandi Dharma Kishore.H.N

Date: 22nd March-2024

Place: Tumkur

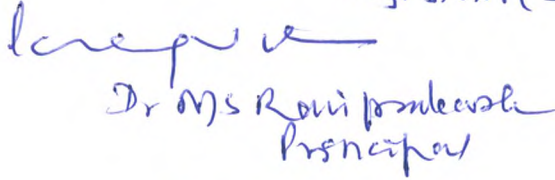
Witness:

1.



Dr MZ Kumar
Registrar (SSAHE)

2.



Dr. M. S. Raviprakash
Principal
Sri Siddhartha Institute of Technology
Maralur, Tumakuru - 572 105,



Mr. NANDI DHARMA KISHORE H.N
FOUNDER AND CEO

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