

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**K S SCHOOL OF ENGINEERING AND MANAGEMENT**  
**AND**  
**DIVYA ENTERPRISES**

This Agreement made and entered into on this 5<sup>th</sup> day of November 2019 between **K S SCHOOL OF ENGINEERING AND MANAGEMENT, Bengaluru- 560109** and **DIVYA ENTERPRISES** (hereinafter called "**DIVYA ENTERPRISES**") which expression shall include its successors and permitted assignees) with its registered office at Bengaluru.

**1. OBJECTIVES OF THE MOU**

The objective of this Memorandum of Understanding is:

- a. to promote interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES** in mutually beneficial areas.
- b. to provide a formal basis for initiating interaction between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES**.

**2. PROPOSED MODES OF COLLABORATION**

**K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES** propose to collaborate through

- a. Supporting R&D projects, which may be carried out wholly at **K S SCHOOL OF ENGINEERING AND MANAGEMENT**.
- b. Any other appropriate mode of interaction agreed upon between **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES**.

**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 **K S SCHOOL OF ENGINEERING AND MANAGEMENT** and **DIVYA ENTERPRISES** will be as Communications, Signal Processing and Image Processing.

**5. AGREEMENTS FOR RESEARCH COLLABORATION**

Research undertaken by the **K S SCHOOL OF ENGINEERING AND MANAGEMENT**, the treatment of intellectual property and data rights, including patents, industrial design registration,



*K. Rama*  
**Dr. K. RAMA NARASIMHA**  
Principal/Director  
K S School of Engineering and Management  
Bengaluru - 560 109

copyrights and all other proprietary information (including innovations not patented, designs not registered etc.) will be remains to the original inventors and in the college name.

## 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 writing 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

This MOU, unless extended by mutual written agreement of the parties, shall expire 3 years after the effective date specified in the opening paragraph. 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.

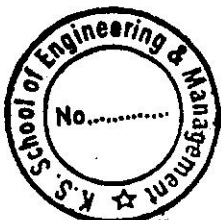
## 9. RELATIONSHIP

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

- (a) **Curriculum:** The College will introduce a lab-based course using hardware assembling and soldering practice in their undergraduate/Postgraduate engineering curriculum. The college will also explore other ways to introduce Virtual Instrumentation in their curriculum. DIVYA ENTERPRISES will help the college in framing Course outline.
- (b) **Industrial Visit / Hands-on-Workshop:** DIVYA ENTERPRISES will organize hands-on-workshop on "Hardware Practice" for students. The College will provide the infrastructure facility for conducting such workshop in the campus.

## 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.



*K. Rama*  
Dr. K. RAMA NARASIMHA  
Principal/Director  
K S School of Engineering and Management  
Bengaluru - 560 109

**11. 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

**K S SCHOOL OF ENGINEERING  
AND MANAGEMENT, BENGALURU**

**DIVYA ENTERPRISES, BENGALURU**

By : *K. Rama* 5/11/19  
Name : Dr. K. RAMA NARASIMHA  
Title : Principal/Director  
Date : 05-11-2019  
K S School of Engineering and Management  
Bengaluru - 560 109

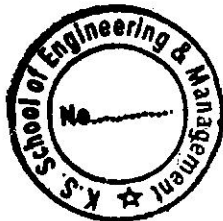
By : *Balasubramanian*  
Name : BALASUBRAMANIAN  
Title : Managing Partner  
Date : 05-11-2019

Witness :

1. *[Signature]* 5/11/19
2. *[Signature]* 5/11/19

Witness :

1. *K. N. Rajasimharao*
2. *[Signature]*



**DIVYA ENTERPRISES**  
# 53/2, Between 5th & 6th Main,  
Doddakallasandra,  
BANGALORE - 560 062