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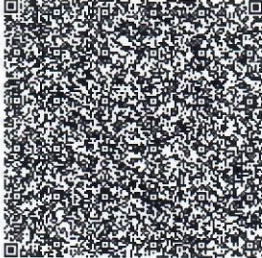
INDIA NON JUDICIAL

Government of Karnataka

Rs. 200

e-Stamp

Certificate No. : IN-KA33557215861589Q
Certificate Issued Date : 28-Aug-2018 10:08 AM
Account Reference : NONACC (FI)/ kaksfcl08/ SHIMOGA2/ KA-SM
Unique Doc. Reference : SUBIN-KAKAKSFCL0806613832802355Q
Purchased by : PRINCIPAL JNNCE SHIVAMOGGA
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : PRINCIPAL JNNCE SHIVAMOGGA
Second Party : MANAGING DIRECTOR MALNAD ALLOY CASTINGS PVT LTD
Stamp Duty Paid By : PRINCIPAL JNNCE SHIVAMOGGA
Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

MEMORANDUM OF UNDERSTANDING

Between

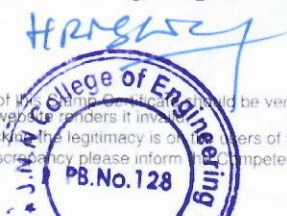
Malnad Alloy Castings Pvt. Ltd. AND

Jawaharlal Nehru National College of Engineering, Shimoga - 577204

Malnad Alloy Castings Pvt. Ltd., a private limited company registered under Companies act, and having its registered office at 36-A Shimoga-Bhadravathi Industrial Area, Machenahalli, Nidige Post Shimoga (hereinafter referred to as "Malnad Alloys ", which expression shall unless repugnant to the context or meaning thereof, includes its group companies and related companies not limiting to its

Statutory Alert:

1. The authenticity of this stamp certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



executors, administrators, successors and permitted assigns), represented by **Mr. Y.V. Madhukar Jois (Managing Director)**

Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga, Savalanga Road, Navule - 577204, managed by National Education Society (NES) ®, Shimoga, recognized by AICTE, and affiliated to Visveshvaraya Technological University (VTU) Belgaum and (hereinafter referred to as JNNCE, Shimoga", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by **Dr.H.R. Mahadevaswamy, Principal, Jawaharlal Nehru National College of Engineering (JNNCE), Shimoga - 577204.**

(Malnad Alloys and JNNCE, Shimoga hereinafter individually referred to as "Party" and collectively as "Parties").

WHEREAS, MALNAD ALLOYS established in 1983 is into production and marketing of Alloys Castings catering to valves, pumps, general engineering, turbine and Defence of India and is interested in partnering with JNNCE for Research and consultancy, project development etc;

WHEREAS, JNNCE, Shimoga is a well reputed technical institute, which was established in the year 1980 started with four courses leading to Bachelor of Engineering in Civil, Mechanical and Electrical & Electronics Engineering, Electronics and Communication Engineering and is now offering undergraduate degree courses in 7 disciplines. In addition to, it also runs post-graduates programs in 7 engineering disciplines, besides MBA and MCA Courses. It has also been recognized as Research Centre in Civil, Mechanical, Electrical, Electronics, Computer Science, Chemistry, (Physics), MBA departments by VTU. The Institute is affiliated to VTU, Belgaum which has granted permanent affiliation to JNNCE, Shimoga. The JNNCE, Shimoga is recognized by AICTE, New Delhi. Spread over 52 acres, the campus has all the amenities to cater to the needs of about 3500 students and 400 faculty and staff.

WHEREAS, the Parties are interested in cooperating by means of sponsorship of certain technical events, Internship for undergraduate and post graduate students, support for collaborative post graduate programs, collaborative research work in the areas relevant to MALNAD ALLOYS especially in the area as mentioned in Annexure 4. The general obligations of the parties are more specifically described in Article 1.

The work carried out by JNNCE, Shimoga, in association with MALNAD ALLOYS for the programs as detailed in the Article 1, hereinafter referred to as "joint program or joint work. Foreground created during the Program by one or more employee of MALNAD ALLOYS and/or by one or more students sponsored by MALNAD



ALLOYS and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in MALNAD ALLOYS, and to the extent necessary, shall be transferred to MALNAD ALLOYS forthwith after the creation of such foreground. In respect of inventions as part of the foreground, MALNAD ALLOYS can file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. The intellectual property rights are detailed in the Article 2.

This agreement also refers Article 3 to Article 11 as given in this document and are applicable to this MOU.

This agreement is valid till as defined in annexure 4 and can be extended after mutual discussion & amended in annexure 4.

THEREFORE, PARTIES HERETO NOW AGREE AS FOLLOWS:

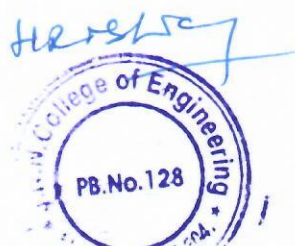
ARTICLE 1

General responsibilities of MALNAD ALLOYS:

- 1.1 Resource Person from MALNAD ALLOYS : MALNAD ALLOYS experts shall support JNNCE in terms of giving Technical Talks / workshops on latest Technologies as mentioned in Annexure 4 of duration of 1 day to 2 days
- 1.2 Internship: During the term of this agreement, MALNAD ALLOYS can provide internship to candidates for M.Tech program and students of undergraduate programs for each year. For each year JNNCE will provide necessary merit list to MALNAD ALLOYS and MALNAD ALLOYS will conduct interview/test on the students before offering Internship for not more than 10 students every quarter.

Where applicable and at the discretion of MALNAD ALLOYS, interns selected by MALNAD ALLOYS may be paid a consolidated sum for each student who is pursuing the PG Courses and UG Courses which shall be mutually decided between the Parties in a separate Work Order.

- 1.3 Development of Curriculum / Lab for PG/UG Courses: MALNAD ALLOYS will assist in providing necessary technical support to JNNCE, Shimoga for developing a curriculum and setting up a lab for PG/UG Course especially in the expertise and competencies of MALNAD ALLOYS. It is the responsibility of



JNNCE, Shimoga to obtain all permissions as required under law for doing the same and no financial support will be rendered by MALNAD ALLOYS.

- 1.4 UG/PG projects: During the term of this agreement, MALNAD ALLOYS can provide projects during their final year to candidates of M.Tech program and students of undergraduate programs for each year in the area of work of MALNAD ALLOYS.
- 1.5 Sponsoring of Technical Events: As and when JNNCE, Shimoga makes a request for sponsoring a technical events viz. Seminars, Conferences, Workshops, MALNAD ALLOYS may, at its discretion can provide necessary logistic support. i.e. providing technical support to carry out the event. MALNAD ALLOYS may, at its sole discretion, extend financial support to JNNCE.
- 1.6 Campus Placement: MALNAD ALLOYS can participate in JNNCE Campus placements for UG/PG students
- 1.7 Research & Consultancy : JNNCE, Shimoga carryout the consultancy work in the area relevant to MALNAD ALLOYS, viz areas as decided by MALNAD ALLOYS, selection of project associates and remuneration will be mutually agreed on case by case. Consultancy area could be Proof of concepts work, consultancy from MALNAD ALLOYS to JNNCE based on the expertise available @JNNCE.
- 1.8 Competency Center: MALNAD ALLOYS can set up Labs @JNNCE in the area of emerging technologies interest to MALNAD ALLOYS and to start within the technologies as mentioned in the Annexure 4
- 1.9 Incubation Center: MALNAD ALLOYS can support JNNCE for Incubation of ideas of Faculty and students relevant to MALNAD ALLOYS to support the incubation centre.

General Obligations of JNNCE, Shimoga:

- 1.10 Internship: JNNCE, Shimoga will provide necessary **merit list** to MALNAD ALLOYS to select candidates for Internship. In the event of necessity, JNNCE, Shimoga will also support MALNAD ALLOYS in conducting Interview/test for selecting the students for internship.
- 1.11 Admission to PG Courses: JNNCE, Shimoga undertakes to admit one eligible employee of MALNAD ALLOYS (if this is of interest to MALNAD ALLOYS) and MALNAD ALLOYS employee should attend PG CET prescribed by



VTU for each academic year starting from 2018 to pursue their PG Course. However every candidate selected under this agreement shall be qualified and have passed the PGCET irrespective of the rank obtained Discipline of PG Course will be decided by MALNAD ALLOYS while sponsoring the employees. Necessary course fees will be paid by MALNAD ALLOYS. Also MALNAD ALLOYS employees can pursue PhD program at JNNCE and this is as per VTU guidelines & process.

1.12 JNNCE, Shimoga carryout the research work in the area relevant to MALNAD ALLOYS , viz areas as decided by MALNAD ALLOYS, selection of project associates and remuneration will be mutually agreed on case by case.

1.13 JNNCE, Shimoga will extend their services in testing with the laboratory facilities available with them with the nominal testing charges.

ARTICLE 2

INTELLECTUAL PROPERTY RIGHTS

2.1 For the purpose of this Article 2 the following definitions will apply:

2.2 "Affiliates(s)" shall mean any one or more business entities (i) owned or controlled by MALNAD ALLOYS, (ii) owning or controlling MALNAD ALLOYS or (iii) owned or controlled by the business entity owning or controlling MALNAD ALLOYS, at the material time. For the purposes of this definition a business entity shall be deemed to own and/or to control another entity if more than 50% (fifty per cent) of the voting stock of the latter business entity, ordinarily entitled to vote in the election of directors (or, if there is no such stock, more than 50% (fifty per cent) of the ownership of or control in the latter business entity) is held by the owning and/or controlling business entity"

2.3 "Information" means drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, papers, correspondence and any other technical or commercial information, data and documents of any kind, and including oral information if confirmed in writing within 30 days after the disclosure thereof, but excluding any Intellectual Property Rights pertaining thereto.

2.4 "Intellectual Property Rights" means patents, petty patents, utility models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore.



- 2.5 "Background Intellectual Property Rights" means Intellectual Property Rights (not being Foreground Intellectual Property Rights) which at the date hereof are or during the continuance of the Program comes into the ownership or control of a Party or any of its Affiliates companies and under which such Party is free to grant licenses without the consent of or need to account to any third Party.
- 2.6 "Background" means Background Information and Background Intellectual Property Rights.
- 2.7 "Foreground Information" means such information, whether scientific or technical, as is generated by a Party and/or one more MALNAD ALLOYS sponsored students in the framework of the Program.
- 2.8 "Foreground Intellectual Property Rights" means such Intellectual Property Right as are generated by a Party and/or one or more MALNAD ALLOYS sponsored students in the framework of the Program.
- 2.9 "Foreground" means Foreground Information and Foreground Intellectual Property Rights.
- 2.10 Both Parties will provide necessary Background to the Program and that both Parties agree that it is required to enable the other Party to carry out the Program, such Background to be described in accordance with Annex 2. For the avoidance of doubt, it is stated that all Background used in the execution of the Program shall remain the property of the Party providing the same.

Foreground created during the Program by one or more employee of MALNAD ALLOYS and/or by one or more students sponsored by MALNAD ALLOYS and/or one or more JNNCE, Shimoga faculty members in the framework of the joint program or joint work shall exclusively vest in MALNAD ALLOYS, and to the extent necessary, shall be transferred to MALNAD ALLOYS forthwith after the creation of such Foreground. In respect of inventions as part of the Foreground, MALNAD ALLOYS shall file the patent application in such countries it may choose, while explicitly mentioning in the patent applications the name of the inventor(s) subject to section 39 of the Indian Patents Act, 1970. Any other Intellectual Property that has been created under this program shall be assigned to MALNAD ALLOYS by JNNCE, Shimoga and any individual associated under this Agreement.

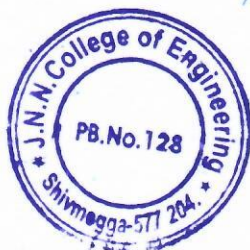
- 2.11 JNNCE, Shimoga shall nominate a Program co-coordinator who will sign the Non-Disclosure Agreement and also shall arrange that each and every student participating in the internship or joint work signs the Non-Disclosure Agreement as attached hereto in Annex 3.



ARTICLE 3

CONFIDENTIALITY

- 3.1 Any Information disclosed by MALNAD ALLOYS to JNNCE, Shimoga and/or to any MALNAD ALLOYS sponsored or other non-sponsored students participating in the Program, relating to the Program is confidential and proprietary information ("Information") and is subject to the confidentiality provisions of this Agreement.
- 3.2 Subject to Article 4 (Publication) below, both Parties agree to keep Information including MALNAD ALLOYS proprietary software made accessible for projects in confidence and not to disclose it to third parties. Both Parties further agree not to use Information in any way other than performing its obligations pursuant to this Agreement.
- 3.3 Both Parties undertake to protect Information with at least the same degree of care used to protect its own proprietary Information against disclosure, replication, unauthorized use, copying or misappropriation and shall make the JNNCE, Shimoga Program Coordinator responsible for monitoring this compliance with such duties of protection of the Information.
- 3.4 Promptly at the termination or expiration of this Agreement, JNNCE, Shimoga shall submit all Information to MALNAD ALLOYS and/or where appropriate, shall destroy or erase Information such that JNNCE, Shimoga retains no copies thereof (in whatever form, including electronic) and no written materials relating to the specifications or content of the materials supplied by MALNAD ALLOYS to the Program.
- 3.5 The confidentiality provisions of this Agreement shall not apply to any Information which:
- a) as shown by reasonably documented proof was received by the Parties in good faith from a third party not subject to a confidentiality obligation to either Party;
 - b) as shown by reasonably documented proof was in the other Party's possession prior to receipt thereof from the other Party;
 - c) now is or later has become publicly known through no breach of confidentiality obligation by other Parties.



ARTICLE 4

PUBLICATIONS

Notwithstanding the provisions of Clause 4 above, MALNAD ALLOYS recognizes that members of JNNCE, Shimoga staff and/or MALNAD ALLOYS sponsored students participating in the Program may wish to publish the existence of the Program in the academic press and/or academic meetings or symposia. Any such publication or disclosure may only be made after the written consent of MALNAD ALLOYS has been obtained. MALNAD ALLOYS will have the right to require a delay of such publication or disclosure in order to protect MALNAD ALLOYS commercial interest.

Such consented publications or disclosures will carry an acknowledgement of the financial support of MALNAD ALLOYS unless waived in writing by MALNAD ALLOYS.

ARTICLE 5

DURATION

- 5.1 This Agreement shall become into full force and effect on the date as mentioned in the Annexure 3, signing hereof by duly authorized representatives of both Parties and shall thereafter remain in effect, MALNAD ALLOYS employees admitted to post graduate courses in JNNCE, Shimoga, unless extended by both the parties in writing, prior to the expiration of this agreement. MALNAD ALLOYS reserves its right to terminate this agreement by giving 30 days notice during the tenure of this agreement.
- 5.2 If either Party materially fails to perform or violates any obligation pursuant to this Agreement, then, upon thirty (30) days written notice to the breaching Party specifying such default, the non-breaching Party, may terminate or suspend this Agreement, without liability, unless the breach specified in a notice has been cured within the thirty (30) days period. The ongoing student internships, course works or programs if any will be honored by both the party in the interest of completing education to the students.
- 5.3 If either Party becomes insolvent or bankruptcy proceedings are instituted against it or on its behalf or if either Party makes an unauthorized assignment for the benefit of creditors, such event shall entitle the other Party to immediately terminate this Agreement, to cease performance hereunder and to avail itself of any and all legal or equitable remedies it may have against the other Party.



ARTICLE 6

FORCE MAJEURE

In the event that either Party is delayed or impeded in the performance of its obligations hereunder by any cause beyond its reasonable control, it shall be entitled to such extension of time for such performance as may be fair and reasonable in all the circumstances.

Where a party's ability to meet its obligations under this Agreement is adversely affected by an act beyond its control, it must immediately notify the other party of that circumstance, and must provide its best estimate of the extent and duration of such adverse effect and take necessary steps to fulfill the obligations of this agreement within reasonable time.

ARTICLE 7

LIABILITY

- 7.1 Both Parties shall use all reasonable endeavors to ensure the accuracy of the work performed and any Information given but the Parties do not warrant express or implied, the accuracy thereof and will not be held responsible for any consequences arising out of any inaccuracies or omissions unless such inaccuracies or omissions are the result of negligence by one of the Parties.
- 7.2 JNNCE, Shimoga acknowledges and agrees that MALNAD ALLOYS Information is provided by MALNAD ALLOYS "as is", and that MALNAD ALLOYS disclaims all warranties of any kind either expressed or implied, including without limitation warranties of merchantability and fitness for a particular purpose. Similarly, MALNAD ALLOYS acknowledges and agrees that JNNCE, Shimoga Information is provided by JNNCE, Shimoga "as is" and the same conditions apply as above to JNNCE, Shimoga's Information.
- 7.3 In no event shall MALNAD ALLOYS be liable to JNNCE, Shimoga or any other person for any damage whatsoever arising in connection with its performance under this Agreement and/or out of or as a result of the use of MALNAD ALLOYS Information including any and all costs, expenses, including without limitation, special, incidental or consequential damages even if MALNAD ALLOYS has been advised of the possibility of such damages.
- 7.4 Except for breach of Confidentiality, infringement of Intellectual Property of MALNAD ALLOYS or non-conformance of specifications provided by



MALNAD ALLOYS, in no other event shall JNNCE, Shimoga be liable to MALNAD ALLOYS or any other person for any, damage whatsoever arising in connection with MALNAD ALLOYS or any other third party' usage of work product developed and/or delivered as a result of the program created by this Agreement.

- 7.5 The student or the University may or may not receive a stipend (no payment) for performing any work during the Internship and will not for any purpose become an employee of MALNAD ALLOYS as a result of performing the Internship.

ARTICLE 8

WAIVER

The failure of a Party hereto to exercise or enforce any right conferred upon it under this Agreement shall not be a waiver of any such right nor operate to bar the exercise or enforcement thereof at any time thereafter.

ARTICLE 9

ENTIRE AGREEMENT

This Agreement including its Annexure sets forth in the entire Agreement between the Parties as to the subject matter hereof and merges all discussion and negotiations between them. No modifications or amendment of this Agreement including its Annexure shall be valid or binding unless made in writing and signed on behalf of the Parties by their duly authorized representatives.

ARTICLE 10

ASSIGNMENT

Neither this Agreement nor any right or obligation hereunder is assignable by one Party without the prior consent of the other whereas consent shall not be unreasonably withheld. It is however explicitly understood and acknowledged that MALNAD ALLOYS shall be entitled to assign all its rights and obligations under this Agreement to any of its Affiliates.



ARTICLE 11

ARBITRATION

In case of a dispute or difference between the Parties arising out of or in connection with the Agreement, the Parties shall first endeavor to settle it amicably by means of arbitration. Failing such settlement, any dispute shall be referred to the Courts in the City of Shimoga alone. The arbitration proceedings shall be in the English or Kannada language.

MALNAD ALLOYS (PVT.) LTD.

By



Name: Mr. Madhukar Jois

Title: Managing Director

Date:

Place: Shivamogga

JNNCE, SHIMOGA,

By



Name: Dr. H R Mahadevaswamy

Title: Principal

Date:

Place: Shivamogga



ANNEX 1

Internship for UG/ M.Tech /PhD Program

The following conditions shall apply to the program

The internship provided by MALNAD ALLOYS to UG/M.Tech./PhD students, will do their dissertation under the supervision of a faculty member associated with the Program. If required a co-supervisor from MALNAD ALLOYS would be co-opted for the Project. The projects would be assigned by mutual consent between MALNAD ALLOYS and the relevant JNNCE, Shimoga faculties. The completion of the project will be determined in accordance with the specifications given by MALNAD ALLOYS to JNNCE, Shimoga which will be mutually agreed by both the parties. The students provide the reports to the institute to fulfill the academic requirements as authorized and agreed by the MALNAD ALLOYS.

The MALNAD ALLOYS representatives are eligible for membership of the UG/M.Tech/PhD program Advisory Committee, to drive the industry requirements to academics.

ANNEX 2

Background Description

Separate project agreements will be made wherein case the Background and transfer of such Background will be specified. Project owners from MALNAD ALLOYS will be assigned to each project.

ANNEX 3

Non Disclosure Agreement

MALNAD ALLOYS (Pvt.) Ltd., formed under the Limited Liability Partnership Act 2008 and having its registered office at (hereinafter referred to as "MALNAD ALLOYS ", which expression shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by -----,

And

Jawaharlal Nehru National College of Engineering, Shimoga, 577204 having accredited by VTU (hereinafter referred to as JNNCE, Shimoga ", which expression



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shall unless repugnant to the context or meaning thereof, includes its executors, administrators, successors and permitted assigns), represented by Dr. H.R. Mahadevaswamy, Principal, JNNCE.

and

..... a student (hereinafter referred to as "the Student") participating in UG/M.Tech. /PhD internship program or joint work (hereinafter jointly referred to as "the Program")

hereby agree that the following terms and conditions (hereinafter referred to as "Agreement") shall be applicable in connection with the activities in the framework of the Program, hereinafter called the "Authorized Purpose".

Clause I

MALNAD ALLOYS may disclose certain information to JNNCE, Shimoga and/or the Students with respect to the Authorized Purpose in writing, orally and/or otherwise. Such information may be without limitation, in the form of business and/or financial records, presentations, specifications, sample photographs, drawings or other documents. All information so disclosed is hereinafter referred to as "Confidential Information".

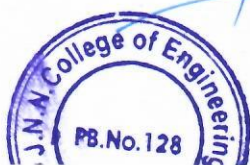
In case Confidential Information is disclosed in documentary or other tangible form, MALNAD ALLOYS will label the same as "confidential", "proprietary" "copyright" or the like.

Clause II

All Confidential Information, which shall include any Derivatives there from, improvement thereon or translation, abridgement, adaptation or other change thereof by MALNAD ALLOYS and/or JNNCE, Shimoga and/or the Student, shall be the property of MALNAD ALLOYS.

MALNAD ALLOYS will provide all Confidential Information on an "as is" basis without any warranty whatsoever, whether express, implied or otherwise, regarding its accuracy, completeness or otherwise, and MALNAD ALLOYS shall not be liable for any direct, indirect, special, incidental, consequential or any other damages of whatsoever nature.

JNNCE, Shimoga and/or the Students will return all confidential information and any copies thereof to MALNAD ALLOYS immediately upon MALNAD ALLOYS first written request.



Clause III

The parties agree that, unless MALNAD ALLOYS gives its written authorization, JNNCE, Shimoga and/or the Student shall, during a period of five (5) years from the date of disclosure of any Confidential Information hereunder:

Not use Confidential Information disclosed by MALNAD ALLOYS pursuant to Clauses I and II for any other purpose than for the Authorized Purpose;
protect MALNAD ALLOYS Confidential Information against disclosure in the same manner and with same degree of care, but not less than a reasonable degree of care, with which it protects confidential information of its own;
Limit circulation of the Confidential Information disclosed by MALNAD ALLOYS to JNNCE, Shimoga and/or the Student in connection with the Authorized Purpose.

In case of doubt JNNCE, Shimoga and/or the Student agree to request MALNAD ALLOYS in writing for latter's opinion.

JNNCE, Shimoga and/or the Student acknowledge that MALNAD ALLOYS will be irreparably harmed if JNNCE, Shimoga and/or the Student actually violate or threaten to violate their confidentiality obligations under this Agreement. Therefore, in the event of such actual or threatened violation, MALNAD ALLOYS shall be entitled to an injunction and / or any other appropriate legal and / or other remedies regarding any actual or threatened violation by the concerned persons of JNNCE, Shimoga and/or the Student.

Clause IV

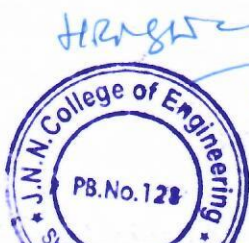
The parties agree that information disclosed by MALNAD ALLOYS to JNNCE, Shimoga and/or the Student pursuant to this Agreement which would otherwise be Confidential Information shall not be deemed Confidential Information to the extent that it can be proven by written records that said information:

is part of the public domain without violation of this Agreement;

is known and on record at JNNCE, Shimoga and/or the Student prior to disclosure by MALNAD ALLOYS ;

is lawfully obtained by JNNCE, Shimoga and/or the Student from a third party who is not bound by similar confidentiality obligations;

where demonstrable, is developed by JNNCE, Shimoga and/or the Student completely independently of any such disclosure by MALNAD ALLOYS ;



is ascertainable from a commercially available product; or

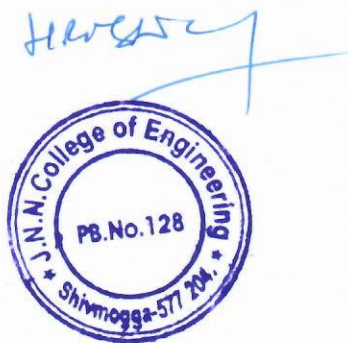
is disclosed pursuant to administrative or judicial action, provided that JNNCE, Shimoga and/or the Student shall use their best effort to maintain the confidentiality of the Confidential Information e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify MALNAD ALLOYS thereof and give MALNAD ALLOYS the opportunity to seek any legal remedies so as to maintain such Confidential Information in confidence.

If only a portion of the Confidential Information falls under of the above subsections, then only that portion of the Confidential Information shall be excluded from the use and disclosure restrictions of this Agreement.

Clause V

Nothing herein contained shall be construed as a grant by implication, estoppels or otherwise, of a license of only kind by MALNAD ALLOYS to the JNNCE, Shimoga and/or the Student e.g. to make, have made, use or sell any product using Confidential Information or as a license under any patent, patent application, utility model, copyright, mask work right, or any other intellectual property right.

Intellectual property rights (meaning patents, petty patents, utility, models, design patents (both registered and unregistered), design rights, copyrights, know-how and any other form of intellectual property right protection afforded by law to inventions, designs or technical information, and applications therefore) created by Student sponsored by MALNAD ALLOYS and/or JNNCE, Shimoga faculty members in the framework of the Program shall vest in MALNAD ALLOYS, and to the extent necessary, shall be transferred to MALNAD ALLOYS forthwith after the creation of such intellectual property right. In respect of inventions as part Semiconductors of the intellectual property rights, MALNAD ALLOYS shall file the patent application in such countries as it may choose, while explicitly mentioning in the patent applications the name of the inventor (s) subject to the provisions of Section 39 of the Indian Patents Act, 1970.



Clause VI

Written communications with respect to Confidential Information under this Agreement shall be addressed only to the following respective persons) or to such other person as either party may from time to time designate in writing):

MALNAD ALLOYS (PVT.) LTD.

JNNCE, Shimoga

F. a. o.: Mr. Madhukar Jois

F. a. o.: Dr. H.R.Mahadevaswamy"

Phone:

Phone: +91- 78994 78990

Fax:

Fax:

Clause VII

JNNCE, Shimoga and/or the Student shall not transfer or assign any or all of their rights and or their obligations or delegate the performance of any or all of their obligations under this Agreement, direct or indirectly, through acquisition, merger or otherwise, without the prior written consent of MALNAD ALLOYS.

Clause VIII

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the Courts in the City of Shimoga.



ANNEX 3

Technology Collaboration area

Initial collaboration between JNNCE and MALNAD ALLOYS will be for two years starting from the day of signing this agreement and collaboration will be in following are the technology areas:

1. Usage of bio fuels
2. Energy conservation
3.

MALNAD ALLOYS (PVT.) LTD.

JNNCE, Shimoga

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Student Signature

Name:

Date:

