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JSS Mahavidyapeetha
JSS Science and Technology University

(Established Under JSS Science and Technology University Act No. 43 of 2013)



JSS
SCIENCE AND
TECHNOLOGY
UNIVERSITY
MYSURU

STU/MOU/USA/69/2021-22 **1849**

14/03/2022

To
The Principal & Dean (E&T)
JSS Science and Technology University
JSS TI Campus, Mysuru

Sir,

Subject: MOU with ESPAR Consulting, USA: reg

With respect to the above subject and as per the directions of the University Authority, I convey the approval to sign the MOU between JSS STU, Mysuru, and ESPAR Consulting, Missouri, USA.

The coordinator Dr. M S Mallikarjunaswamy, Dept. of Electronics & Instrumentation Engineering is requested to take further actions in this regard and update the date of MOU signing to the undersigned office.


14/03/22
J/c Registrar

Copy to:

- Office of the Vice Chancellor – through Secretary for kind information
- Dean (Academic) – JSS STU
- Dr. Vanishri Arun – Coordinator (Academic/International Engagements)
- ☒ Dr. M S Mallikarjunaswamy, Dept. of EIE – Coordinator
- Office Copy




Head of the Dept.
Dept. of Electronics & Instrumentation
Sri Jayachamarajendra College of Engg
MYSURU-570006

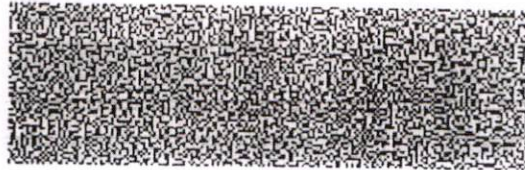


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Description of Document	: Article 37 Note or Memorandum
Description	: MOU
Consideration Price (Rs.)	: 0 (Zero)
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Second Party	: ESPAR CONSULTING MISSOURI USA
Stamp Duty Paid By	: JSS SCIENCE AND TECHNOLOGY UNIVERSITY MYSURU
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



MEMORANDUM OF UNDERSTANDING

BETWEEN

JSS SCIENCE & TECHNOLOGY UNIVERSITY, MYSURU

and

ESPAR CONSULTING, CHESTERFIELD, MISSOURI, USA

P. N. Nagaraj

Statutory Alert

1. The authenticity of this document is guaranteed.
2. Any discrepancy, in print or otherwise, shall be the responsibility of the user.
3. The onus of checking the document is on the user.
4. In case of any discrepancy, the user shall be responsible.



W. A. R. R. R. R. R.

Head of the Dept.

Dept. of Electronics & Instrumentation
Sri Jayachamarajendra College of Engg

MYSURU-570006

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2.2 The parties may enter into specific written agreements under authority of this MOU to clarify and define the nature, extent and terms of operation for the proposed collaborations, including intellectual property ownership and funding issues.

3. GENERAL TERMS:

3.1 This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party, its officers, employees, or agents against the other party, its officers, employees, or agents.

3.2 Nothing in this MOU obligates either party to commit or transfer any funds, assets, or other resources in support of projects or activities between the parties unless expressly stated in this agreement.

3.3 Both parties agree to share the outcomes of their joint collaboration to each other equally whilst safeguarding their own copyright and any patents that may be produced by their collaboration.

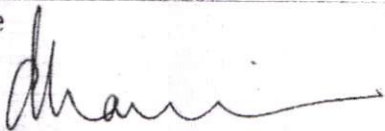
3.4 This Memorandum of Understanding shall be construed and governed in accordance with the laws of India.

3.5 This Memorandum of Understanding shall be effective for five years; from the date of signing in the first instance and shall be subject to change, renewal and termination by mutual consent. A party may terminate this Memorandum of Understanding for convenience and at any time and for any reason by giving six months' notice in writing to the other party.

JSS SCIENCE & TECHNOLOGY UNIVERSITY, MYSURU

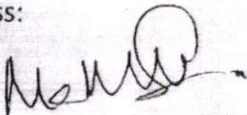
Signed By (Registrar, JSS STU)
Prof. S A Dhanaraj

Signature



Date: 22/03/2022

Witness:



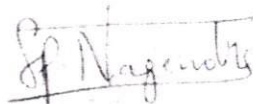
Dr. MANUSIKAZHUNASWAMY M. S.



ESPAR CONSULTING, USA

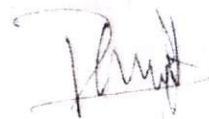
Signed By (Industry Representative)

Signature



Date: 22/03/2022

Witness:



Prasanna Hyde.

Ua Ravi. b

Head of the Dept.
Dept. of Electronics & Instrumentation
Sri Jayachamarajendra College of Engg
MYSURU-570005

Date: 7.03.2022

To,
The Registrar
JSS Science and Technology University
Mysuru-570006
Through
The Principal
Sri Jayachamarajendra College of Engineering, Mysuru

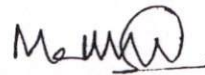
Respected Sir,

Sub: Arrangement of Invited talk of Mr.Nagendra Sanjeeva, ESPAR, USA

We planned to have invited talk of Mr. Nagendra Sanjeeva, Technology Advisor, ESPAR Consulting, USA on 15/03/2022 on the topic "Technology Advancements in Mobile Applications and Data Analytics" from 11.30AM to 1.30PM. It is also planned to arrange interaction with faculty members and Heads of the departments of related disciplines as a part of his visit to our institute. This program will be beneficial to our students in understanding latest developments in the field. Mr. Nagendra is alumni of our institute and has served in MasterCard Company of USA as Vice President. Now he is an entrepreneur and has started his own company called ESPAR Consulting, USA. He is also interested in collaborating with our institute for student projects and training. This will benefit our students in knowledge enhancement and faculty members in interacting with industry personal. We request you to kindly grant permission to conduct the event.

Thanking you

Yours faithfully



Dr. Mallikarjunaswamy M. S.
Assistant Professor, Dept of E&I

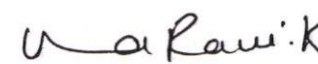
This will be very useful to the students to enhance their knowledge in current technology.



Dr. K. Umarani
Associate Professor & Head

Head of the Dept.
Dept. of Electronics & Instrumentation
Sri Jayachamarajendra College of Engg
MYSURU-570006




Head of the Dept.
Dept. of Electronics & Instrumentation
Sri Jayachamarajendra College of Engg
MYSURU-570006

PROFILE : Mr. Nagendra Sanjeeva



Nagendra Sanjeeva graduated from SJCE in 1992 in the discipline of Instrumentation Engineering. He hails from the temple town of Nanjangud. Nagendra still rejoices fond memories of studying in incredible Government schools, great teachers who helped uplift many poor students like him, the daily trips up/down from Nanjangud to Mysore to pursue BE in one of the most prestigious colleges then and forever, our proud SJCE Institution.

Nagendra started his career at Yokogawa Bluestar in 1993, a Japanese company tied up with an Indian entity, and they were and are the leading Distributed Control Systems vendor in India. Started as a Systems Engineer, he got an opportunity to spend 3+ years in Japan and Singapore installing DCS systems for multinational chemical companies. During his days in Japan, he got a chance to learn lean engineering and agile principles that are now deemed essential for the IT industry.

With the booming software industry, Nagendra moved to the United States in 1998 through Wipro technologies to serve as a Lead Software Engineer at Tibco software, working mainly on Wall Street trading systems. Since then, he progressively grew through his career with opportunities to lead the development and delivery of software capabilities for many businesses, including investment banking, investment management, wealth management, retail banking, and payments. He has served at Thomson Reuters and Citibank in leadership roles before moving to Mastercard, a global payment giant. He now leads Architecture and Technology at Mastercard as Senior Vice President.

Nagendra focuses on continuous learning, and he pursued MS and MBA in evening colleges in the US. He is also active in Community leadership and serves as a President for Soorya Performing Arts, a not-for-profit Music and Dance academy that promotes Indian classical music and dances in the USA. Also, he co-founded local Kannada Shale and written and directed 10+ Kannada dramas.



W. A. Ravi
Head of the Dept.
Dept. of Electronics & Instrumentation
Sri Jayachamarajendra College of Engg
MYSURU-570006

ESPAR, USA collaborated with JSS Science & Technology University, Mysuru

JSS Science and Technology University (JSS STU), SJCE Mysuru, today signed a Memorandum of Understanding (MoU) with ESPAR Consulting, USA. The collaboration is part of industry institute partnership initiatives with companies, the collaboration is towards enhancing students on * career counselling, training for job opportunities, Project Mentoring, and additional Support in Internship and full time Employment opportunities.

The MoU was signed by **Dr. S. A. Dhanraj**, Registrar of JSS STU and **Mr. Nagendra Sanjeeva** Founding member and Technology Advisor, ESPAR, USA.

Mr. Nagendra Sanjeeva is a proud alumni of Department of Electronics and Instrumentation (E&I). He graduated in the year 1992. He served in leadership roles in leading companies such as ThomsonReuters, Citi, and MasterCard at USA before starting ESPAR. ^{My,} **Prasanna Hegde**, Co-founder and Technical Advisor, ESPAR, USA, also participated in the event.

Mr. Nagendra Sanjeeva pointed out that this MoU mainly focuses on Projects and Research Work,. **Dr. S. A. Dhanraj**, Registrar, JSS STU, is of the opinion that this collaboration will help students to enhance their knowledge in advanced technology in mobile applications, cloud computing, AI, and latest developments in Technology space.

Dr. Mallikarjunaswamy M.S., Assistant Professor, Dept of E&I, coordinated the activities related to this MoU. **Dr. Vanishri Arun**, Coordinator, International Affairs, JSS STU, **Dr. S. B. Kivade**, Principal, SJCE and Dean (Engineering and Technology), **Dr. K. Umarani**, Head of the Department of E&I, **Dr. K. Shailaja**, Associate Professor (E&I), **Dr. D. S. Harish**, Deputy Registrar, **Dr. Maheshan M. S.**, Assistant Registrar, HoDs of other departments, faculty members and students were present during the occasion.

Registrar



Department of Electronics and Instrumentation

List of Students registered for ESPAR Projects

	Name	USN	Phone no	Email id
1	Rohit S. kattimani	01JST19EI038	6366147694	rohitkattimani1232@gmail.com
2	Sachin V. B.	01JST19EI041	7204148832	sachinvb27@gmail.com
3	Siddesh S.	01JST19EI046	8884663966	siddeshs2611@gmail.com
4	Chaitanya R.	01JST19EI006	9916686631	chaitanyaracharla314@gmail.com
5	Manjunatha V.	01JST19EI019	9535474535	manjunathgowli654@gmail.com
6	Ramakrishna N.	01JST18EI040	6366816452	nramakrishna782@gmail.com
7	Shashank Gowda B. M.	01JST19EI044	9663031973	shashankmurali@gmail.com
8	Karthik Jolad	01JST19EI017	9353520650	jkartik2001j@gmail.com
9	Brijesh Shetty	01JST19EI058	8971094956	brijeshshetty22@gmail.com
10	Soundarya S. P.	01JST19EI048	8660453091	soundaryapanapil07@gmail.com
11	Mansi N.	01JST19EI021	9632043093	mansi3055@gmail.com
12	Ritu D.	01JST19EI037	6361475250	ritudinesh1@gmail.com
13	Rachana S.	01JST19EI034	6363815524	rachanas0312@gmail.com
14	Nagaprerna C. S.	01JST19EI026	8197110873	nagaprernacs1911@gmail.com
15	Namratha C.	01JST19EI027	7996776770	namrathashetty212@gmail.com
16	Sinchana P.	01JST19EI047	9380500076	sinchana2202@gmail.com
17	Suchitha S.	01JST19EI049	9535069370	suchisuchitha77@gmail.com
18	Shishira M. R.	I sem M Tech.	6364577826	shishira3334@gmail.com
19	Kavyashri G.	I sem M Tech.	6363543094	kavyashrirao@gamil.com
20	Mithilesh M.	I sem M Tech.	8861632842	mithileshsajane1999@gmail.com



Ua Ravi.k
Head of the Dept.
 Dept. of Electronics & Instrumentation
 Sri Jayachamarajendra College of Engg
 MYSURU-570006

Memorandum of Understanding (MoU) with ESPAR, USA





JSS
SCIENCE AND
TECHNOLOGY
UNIVERSITY
MYSURU

- Constituent College of JSS Science and Technology University
- Approved by A.I.C.T.E
- Governed by the Grant-in-Aid Rules of Government of Karnataka
- Identified as lead institution for World Bank Assistance under TEQIP Scheme



SJCE Alumni Association

Memorandum of Understanding (MoU) details during 2021-2022:

Date: 23.08.2021

Company: HOLOSUIT PTE LTD (First Party). (22, Malacca Street, #04-03 RB capital building, SINGAPORE 048980) Represented by Harsha Kikkeri, Managing director.

JSS SCIENCE AND TECHNOLOGY UNIVERSITY (Second Party)

MoU for Skill development, Outcome based Training, Placement, R&D and related services.

Memorandum of Understanding (MoU) details during 2022-2023:

Date: 12.12.2022

Company: Visteon Technical and Services Centre Private Limited (VTSC), Perungalathur, Chennai, Tamil nadu – 600063

Senior director: Sivakumar Sonagappan

Institutions: JSS Tehnial Institutions (JSS STU, Mysuru, JSS ATE Bengaluru and JSS ATE Noida), head office: Technical Education Division, JSS Mahavidyapeetha located at JSS Technical Institution's Campus, Mysuru- 570006, Karnataka.

Authorized Signatory: Dr. H. R. Mahadevaswamy, Joint Director, TED, JSS Mahavidyapeetha.

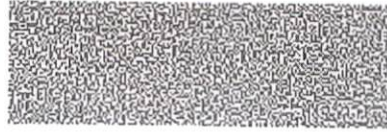


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Description of Document : Article 12 Bond
Description : MOU
Consideration Price (Rs.) : 0
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First Party : JSS SCIENCE AND TECHNOLOGY UNIVERSITY
Second Party : HOLOSUIT PTE LTD
Stamp Duty Paid By : JSS SCIENCE AND TECHNOLOGY UNIVERSITY
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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HOLOWORLD



MEMORANDUM OF UNDERSTANDING

Between
JSS SCIENCE AND TECHNOLOGY UNIVERSITY
And
HoloSuit Pte Ltd

[Handwritten signature]

[Handwritten signature]



SJCE ALUMNI ASSOCIATION
Sri Jayachamarajendra College of Engineering
JSS Technical Institutions Campus
MYSURU-570 006

Memorandum of Understanding
For
(SKILL DEVELOPMENT, OUTCOME BASED TRAININGS, PLACEMENT, R&D SERVICES AND
RELATED SERVICES)

This Memorandum of Understanding (hereinafter called as the 'MOU') is entered into on this the 23/08/2021, by and between JSS Science and Technology University, Mysuru, Institution represented herein by its Registrar (hereinafter referred to as the "University", which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

AND

HoloSuit Pte Ltd. (22 Malacca Street, #04-03 RB Capital Building, SINGAPORE 048980), represented by Harsha Kikkeri, its Managing Director (hereinafter referred to as "HoloSuit", which expression, unless excluded by or repugnant to the subject or context shall include its successors-in-office, administrators and assigns).

(University and HoloSuit are hereinafter jointly referred to as 'Parties' and individually as 'Party').

WHEREAS:

- (A) The University is a Higher Educational Institution named:
- i. JSS Science and Technology University, Mysuru
- (B) HoloSuit Pte Ltd., the HoloSuit is engaged in the business of manufacturing and R&D Services in the fields of *Media and Entertainment, Robotics, Human Machine Interface, Artificial Intelligence, Robotics, Virtual Reality, Augmented Reality, Smart Textiles, Internet of Things, Animation* and related fields.
- (C) University & HoloSuit believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- (D) The Parties, therefore, intend to cooperate and focus their efforts on collaboration within area of Skill Based Training, and Education and Research for advancing their mutual interests on the terms and conditions hereinafter set forth.

[Signature]

[Signature]

[Signature]



SJCE ALUMNI ASSOCIATION
Sri Jayachamarajendra College of Engineering
JSS Technical Institutions Campus
MYSURU-570 006

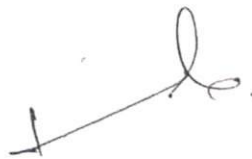
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH IN THIS MOU, THE PARTIES HERE IN AGREE AS FOLLOWS:

1. CO-OPERATION

- 1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations within the University and its related wings. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.
- 1.2. The general terms of co-operation shall be governed by this MOU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the 'Definitive Documents') as may be required to give effect to the actions contemplated in terms of this MOU. The terms of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MOU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

2. SCOPE OF THE MOU

- 2.1. The budding graduates and other students from the Institution could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both Parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.
- 2.2. **Skill Development Programs:** Holosuit to train the students and faculty of the Institution on the emerging technologies in order to bridge the skill gap and make them industry ready, through workshops, Internal and final year projects.
- 2.3. **Guest Lectures:** Holosuit to extend the necessary support to deliver guest lectures to the students of the Institution on the technology trends and in-house requirements.
- 2.4. **Faculty Development Programs:** Holosuit to train the Faculty members of the Institution for imparting training as per the industrial requirements, considering the National Occupational Standards in the concerned sector, if available.
- 2.5. **Placement of Trained Students:** Holosuit will actively engage to help the delivery of training and opportunities for internship and project work to students of the



SJCE ALUMNI ASSOCIATION
Sri Jayachamarajendra College of Engineering
JSS Technical Institutions Campus
MYSURU-570 006



Institution at the sole discretion of HoloSuit

- 2.6. Both Parties to obtain all internal approvals, consents, permissions, and licenses of whatsoever nature required for complying with the terms of this MoU

3. **INTELLECTUAL PROPERTY**

- 3.1. Nothing contained in this MoU shall, by express grant, implication, estoppel or otherwise, create in either Party, any right, title, interest or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copy rights and designs) of the other Party

4. **CONFIDENTIALITY**

- 4.1. The Parties agree: (a) to use each other's Confidential Information solely in accordance with the provisions of this MoU, and (b) not to disclose, or permit to be disclosed, either directly or indirectly, Confidential Information to any third party without the other's prior written consent. Each Party may disclose Confidential Information only to those employees and students on a need-to-know basis, provided that such employee/student is bound in writing by substantially similar confidentiality terms. Each Party shall safeguard the Confidential Information of the other Party using the same measures it uses to protect its own Confidential Information, but in no event shall either Party use less than reasonable care
- 4.2. For the purpose of this MoU, "Confidential Information" shall mean any and all documents and other information, whether or not in tangible form, marked or confirmed as "Confidential" and disclosed by one Party to the other. Hardware, Robots, any software and accompanying documentation and information of HoloSuit shall be deemed "Confidential Information" of HoloSuit regardless of whether or not it is marked as such
- 4.3. If a Party breaches, or threatens to breach the provisions of this section, the Parties agree that the non-breaching Party would be entitled to immediate injunctive and other equitable relief
- 4.4. The confidentiality obligations contained in this clause shall survive for a period of three (3) years after the termination or expiration of this MoU
5. **VALIDITY**
- 5.1. This MoU will be valid for four years and remain in effect until it is expressly terminated by either Party
- 5.2. Either Party may terminate this MoU upon 30 calendar days' notice in writing to the

[Signature]

[Signature]

[Signature]



SJCE ALUMNI ASSOCIATION
Sri Jayachamarajendra College of Engineering
JSS Technical Institutions Campus
MYSURU-570 006

other.

- 5.3. Upon termination of this MoU, Institution shall return to Holosuit all Confidential Information.

6. LIABILITY

- 6.1. In no event shall either Party be liable to the other for consequential or indirect losses or damages howsoever arising under this MoU and whether under contract, tort or otherwise (including, without limitation, third party claims, loss of profits, loss of customers, or damages to reputation or goodwill).

7. NON-BINDING OBLIGATIONS

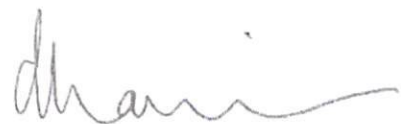
- 7.1. Except for the provisions of Section 4, this MoU is not intended to create any legally binding obligations upon the Parties in connection with the subject matter hereof and, for the avoidance of doubt, either Party may, at its sole discretion and without providing any reason thereafter, decline or refuse to enter into the Definitive Documents or to be bound by any other legal documents with the Parties pursuant to the terms of this MoU.

8. RELATIONSHIP BETWEEN THE PARTIES

- 8.1. It is expressly agreed that **University** and **Holosuit** are acting under this MOU as independent contractors, and the relationship established under this MOU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MOU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

9. APPLICABLE LAWS, JURISDICTION AND ARBITRATION

- 9.1. This MoU shall be governed and construed under the laws of India. The Parties hereby consent to the exclusive jurisdiction of courts located in Mysuru, India.
- 9.2. Any dispute between the Parties arising from or relating to this MoU which cannot be amicably resolved between the Parties shall be referred to arbitration in Mysuru, India in accordance with the Arbitration Act of India for the time being in force. The Tribunal shall consist of one (1) arbitrator to be agreed upon between the Parties or in the event that such agreement cannot be reached, appointed by the courts of



Mysuru, India. The language of the arbitration shall be English and the decision of the arbitrator shall be final and binding on the Parties. The law of the arbitration shall be the Law of India and the seat of the arbitration shall be Mysuru, India

10. GENERAL

- 10.1. Except as expressly provided herein, neither Party may assign its rights or interests or novate any of its obligations under this MoU, in whole or in part, without the prior written consent of the other Party.
- 10.2. This MoU prevails over and supersedes all prior agreements and understandings between the Parties relating to the subject matter of this MoU. Modifications and supplements to this MoU shall be agreed in writing and duly executed by each of the Parties representatives. No change, modification, alteration or addition to any provisions, or waiver of any provisions of this MoU shall be binding unless contained in an agreement executed in writing by each of the Party representatives.

For JSS Science and
Technology University,
Mysuru



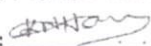
Signature: _____

Name: Dr S A Dhanaraj

Title: Registrar

For HoloSuit Pte Ltd.

HOLOSUIT
22 Malacca Street
#04-03 RB Capital Building,
SINGAPORE 048980
EN : 9900835147

Signature:  _____

Name: Harshavardhana Kikkeri

Title: Managing Director

University/College

JSS Science and Technology University,
Mysuru, Manasa Gangothri Campus 570006
Contact Details : +91- 96261 36114
E-mails : registrar@jssstuniv.in
Web : www.sjce.ac.in

NAME OF INDUSTRY : HOLOSUIT PTE LTD.,

22 Malacca Street, #04-03 RB Capital
Building, SINGAPORE 048980
Contact Details : +91 9900835147
E-mails: harsha@holosuit.com
Web: www.holosuit.com


SJCE ALUMNI ASSOCIATION
Sri Jayachamarajendra College of Engineering
JSS Technical Institutions Campus
MYSURU-570 006



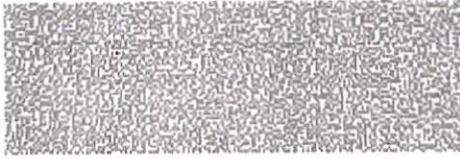
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 Second Party : VISTEON TECHNICAL AND SERVICE CENTRE LTD CHENNAI
 Stamp Duty Paid By : JSS TECHNICAL INSTITUTIONS
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

Memorandum of Understanding (MOU)

This MEMORANDUM OF UNDERSTANDING (MOU) is entered on 12.12.2022 by and between:

- I. **Visteon Technical and Services Centre Private Limited**, a company incorporated under the Companies Act, 1956 with its office at 6th Floor, Block No. A4, No. 16, Gateway Office Parks – SEZ GST Road, Perungalathur, Chennai, Tamil Nadu – 600063 (hereinafter referred to as “VTSC” represented herein by its Senior Director, Sivakumar Songappan AND
- II. **JSS Technical Institutions (JSS STU, Mysuru, JSSATE Bengaluru and JSSATE Noida)**, the head office of which is Technical Education Division, JSS Mahavidyapeetha, located at JSS Technical Institutions Campus, Mysuru – 570006, Karnataka hereinafter referred to as the “Institutions” represented by its authorized signatory Dr H R Mahadevaswamy, Joint Director, TED, JSS Mahavidyapeetha.

Statutory Alert:

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



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 Sri Jayachamarajendra College of Engineering
 JSS Technical Institutions Campus
 Bangalore-570 006

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VTSC and the Institutions are also referred to as the "**Parties**" in the collective and as the "**Party**" in the singular.

1. This MOU between VTSC and the Institutions is executed with the objective of fostering collaboration between the two institutions to promote industrial and academic interaction to help enhance the pool of student talent ("Collaboration"). The Collaboration hereunder shall commence on 12.12.2022 and will be valid for 2 years from the date of commencement. Each Party may terminate this MOU for any reason by giving a 30-day prior notice in writing to the other Party. The details of engagements under this Collaboration are given in Annexure I of this MOU.
2. Either Party shall make available appropriate infrastructure facilities for the Collaboration, which may include general access to the facilities, faculty, staff, teaching content, classrooms, library facilities, computer and communication facilities, stationery and other materials as may be required for the various programs to be offered. This shall however be subject to the requirements of clause 7 and 8 below.
3. This Collaboration is non-exclusive and each party shall be free to enter into similar collaborations with other institutions/organizations.
4. The Parties to this Collaboration, unless expressly stated in any subsequent written agreement, shall have no obligation to compensate the other in any manner. Each Party shall bear their respective expenses incurred under this Collaboration.
5. Neither Party shall:
 - a) Infringe the intellectual property belonging to the other party
 - b) Use any trade name, trade mark, symbol or designation belonging to the other without prior written approval of the other party
 - c) Be or represent itself as a representative of the other
 - d) Create any liability for the other

The Parties shall keep the other indemnified against the breach of this clause.

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Ph: 91-44-49477000; Extn: (7361, 7486, 7388) CIN NO.U35990TN2006PTC060495, Email vtscinfo@visteon.com , Website-
www.visteon.com Bangalore Operations: Pritech Park SEZ, Block #11, Ground Floor, Sy.No.51 to 64/4, Bellandur Village, Varthur
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6. Confidential Information shall mean all proprietary information or data furnished by either Party and/or its affiliates before or after the Effective Date hereof, whether written or oral which includes but is not limited to Parties' trade secrets, processes, devices, designs, concepts, improvements, know-how, algorithms, models, inventions (whether or not patentable or copyrighted), developments, decision technology, specifications, techniques, sketches, works of authorship, applications processes, strategies, designs, photographs, profile of its subsidiaries, branches or details of shareholding, financials, projections, track record, profile of product, any data or information regarding either Parties employees, prospective employees, business objective / criteria, employee lists, employee profiles, employee information, and other documentation relating to past, present or future business activities and services, which is disclosed by the Party within thirty (30) days of the disclosure and which was designated as 'Confidential' or with a similar legend at the time of disclosure.

This Agreement imposes no obligation upon Receiving Party with respect to Confidential Information which (a) was in Receiving Party's possession before receipt from the Disclosing Party, (b) is or becomes a matter of public knowledge through no fault of the Receiving Party, (c) is rightfully received by the Receiving Party from a rightfully possessing third party without a duty of confidentiality, (d) is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party, (e) is required to be disclosed by court order or subpoena or other lawful governmental action, but only to the extent so ordered, and provided that the Party so ordered shall notify the Disclosing Party so that the Disclosing Party may attempt to obtain a protective order, (f) is disclosed by the Receiving Party with the Disclosing Party's prior written approval in accordance with said written approval, or (g) is independently developed by the Receiving Party without access or use of the Disclosing Party's Confidential Information.

Both Parties agrees and confirms that it shall not use, share, and reveal any Confidential Information provided by either Party for any purpose other than for rendering the Collaboration under this MOU and provide it only on a need to know basis to its Personnel (including subcontractors wherever applicable) for provision of Collaboration under this MOU with prior written permission from the other Party. The Parties will ensure that all Personnel assigned to provide the Collaboration under this MOU have signed appropriate confidential and non-disclosure agreement (with terms no less onerous than terms appearing in this MOU) to ensure either Party's Confidential Information disclosed under this MOU is protected from unauthorized use and disclosure. Both Parties hereby assumes full liability for the actions of its

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Personnel who have access to the Confidential Information provided by each other and agrees that it shall be liable for all such actions as though those actions were the actions of the other

Save as permitted in clause above:

- either Party shall not mention or otherwise use the name or trademark of each other or its affiliates in any publication, press release, promotional material or other form of publicity without the prior written consent of the appropriate individual designated for the purpose by concern Party;
- the receiving Party shall take all steps as may be reasonably necessary to protect the integrity of the Confidential Information and to ensure against any unauthorized disclosure thereof;
- promptly inform the other of any potential or accidental disclosure of the Confidential Information and take all steps, together with the aggrieved Party, to retrieve and protect the said Confidential Information;
- use the Confidential Information only for the purpose for which it was provided and not profit from the same in any unauthorized manner to the exclusion of the disclosing Party.

Both Parties acknowledges that in the event of any breach or threatened breach of this clause by either Party or its Personnel, monetary damages may not be an adequate remedy, and therefore, the Parties shall be entitled to injunctive relief to restrain the other or its Personnel from any such breach, actual or threatened.

7. Either Party shall not be liable for any indirect, exemplary, special, punitive, consequential or incidental losses, damages, claims, liabilities, charges, costs, expenses or injuries (including, without limitation, loss of use, data, revenue, profits, business and for any claims of customers of other Party or other third parties claiming through such other Party) that may arise out of or be caused in connection with or result from this MOU or any other obligations undertaken under the terms of this MOU.
8. The Institution agrees to ensure that all personnel from the Institution (including students) abide by the applicable VTSC policies when working on VTSC premises with regard to Collaboration. The Institutions agrees to keep VTSC fully indemnified against any unlawful activity or breach of instructions from VTSC by any personnel (including students) admitted to the Collaboration hereunder, including acts of hacking.

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Regd office & Operations: Block No. A-4, Sixth Floor, No.16 Gateway Office Parks SEZ, GST Road, Perungalathur Chennai 600053.
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9. On publications (journal/conference/patent etc) resulting from the activities of this MOU, contributors from both the VTSC and the Institutions will be listed as authors/inventors, in the appropriate order based on their respective proportionate contributions.
10. All rights not expressly granted by a Party under this Agreement are reserved by such Party. Each Party acknowledges that the other Party may develop or improve on information or materials internally or receive information or materials from other third parties that may be similar to Confidential Information exchanged under this Agreement or information or materials that may result from the Collaboration. Accordingly, nothing in this Agreement shall prevent a Party from copying, reproducing, demonstrating, displaying, modifying, making derivative works of, selling, making or using products or information based on such similar information and materials, including in competition with or to competitors of the other Party.
11. Notwithstanding anything to the contrary herein, both Parties hereby confirm that, whether or not both Parties enter into a definitive production agreement to commercially produce the Collaboration results, each Party may exploit the Collaboration under this Agreement, with the prior written consent of the other Party and during the term of this Agreement, for any non-commercial purpose, including but not limited to demonstrating, manufacturing, modifying, using, etc. the Collaboration to or for any/other automobile manufacturers and suppliers worldwide.
12. Both Parties agree - each Party individually shall make efforts to complete relevant matters as the timeline mutually agreed.
13. As may be necessary, each Party will secure all government approvals and licenses necessary to support a Party's portion of the Collaboration, including export licenses required to transfer any materials and information, including Confidential Information, which the Parties may elect to exchange. The Parties shall adhere to the U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or products received from the other Party or the direct product of such technical data to any proscribed country listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.
14. The entering into and performance of this MOU by a Party does not and will not violate, conflict with, or result in a material default under any other contract, agreement, indenture, decree,

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judgment, undertaking, conveyance, lien, or encumbrance to which such Party is a party or by which it or any of such Party's property is or may become subject or bound.

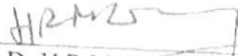
15. All or any dispute arising between the parties in respect of this MOU of whatsoever nature shall be resolved under the laws of India and any or all such disputes will be subject to the exclusive jurisdiction of the courts in Mumbai, India.

ARBITRATION: All disputes, differences, claims and questions, whatsoever, which shall arise either during the subsistence of this Agreement or afterwards between the parties and/or their respective representatives touching these presents or any clause or thing herein, contained or otherwise in any way relating to or arising from these presents shall be referred to the arbitration of two Arbitrators, one to be appointed by each party to the dispute and such arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996.

16. This MOU is not intended to create any relationship in the nature of franchise, joint venture, or agency between the Parties. Neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractors, nor bind the other Party. Either Party or any of its employees/ personnel shall not, under any circumstances, be deemed to have any employer-employee relationship with the other Party.

17. This MOU has been signed in duplicate, each of which shall be deemed to be an original.

IN WITNESSES WHEREOF the parties have signed this MOU on this date, month and year first above written:

Accepted for and on behalf of Visteon Technical and Services Centre Pvt. Ltd. 	Accepted for and on behalf of JSS Technical Institutions, Technical Education Division, JSS Mahavidyapeetha, Mysuru
Signed: Name: Sivakumar Songappan Position: Senior Director Date: 12.12.2022	Signed:  Name: Dr H R Mahadevaswamy Position: Joint Director -TED Date: 12.12.2022

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Witnesses:

B.N. Prasad

For VTSC

For Institution

Shani

Signed:
Date: 12.12.2022

Signed:
Date: 12.12.2022

Annexure I

- VTSC may hire students from the institutions (subject to the eligibility criteria through the selection process).
- VTSC may provide training to the students hired while they are studying in the institutes.
- VTSC may offer cross training to the professors.
- VTSC may conduct technology focused events for students and faculty.
- The Single Point of Contact from JSS Technical Institutions:

Dr M Pradeep, Training and Placement Officer, JSS STU, Mysuru
Ph: no 9986621114, Email Id: placement@sjce.ac.in

- The institutes coming under this MoU are:
 1. JSS Science & Technology University, Mysuru – 570006
 2. JSS Academy of Technical Education, Bengaluru – 560060
 3. JSS Academy of Technical Education, Noida – 201301

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MUTUAL NONDISCLOSURE AGREEMENT

- I. This Mutual Nondisclosure Agreement (this "Agreement") is made as of 12.12.2022 (the "Effective Date") by and between Visteon Technical and Services Centre Private Limited, an Indian company with its principal place of business at 6th Floor, Block No. A4, No. 16, Gateway Office Parks – SEZ GST Road, Perungalathur, Chennai, Tamil Nadu - 600063 ("Visteon"), and JSS Technical Institutions (JSS STU Mysuru, JSSATE Bengaluru & JSSATE, Noida) governed by **Technical Education Division, JSS Mahavidyapeetha**, an educational organization with its premises located at JSS TI Campus, Mysuru – 570 006 ("JSS TED").

This NDA is:

General: Yes: x (please mark if applicable with "x", otherwise proceed with option 2 "project related")

Project related: Students and Faculty supported activities such as internships, academic research projects, and other similar activities that benefit both Visteon and JSS TED.

1. Purpose. The parties wish to explore a possible business opportunity of mutual interest (the "Opportunity"), and in connection with the Opportunity, each party has disclosed and/or may disclose (the "Discloser") confidential technical and business information that the Discloser desires the receiving party ("Recipient") to treat as confidential. If the Parties desire to pursue the Opportunity, then this Agreement shall continue to control unless the Parties enter into a substitute agreement.

2. Definition of Confidential Information. "Confidential Information" means any oral, written, graphic or machine-readable or otherwise received information, whether or not received as a copy and/or as a summary, including, but not limited to, that which relates to patents, patent applications, research, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customer information and data, user information and data, including personal data, analytics data, aggregated user data, aggregated product data, including photos, presentations, or similar electronic submissions and

duplicates of it, marketing or finances of the Discloser, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is information that under the circumstances, would appear to a reasonable person to be confidential or proprietary. For certainty and without limiting the generality of the foregoing, Confidential Information includes any and all information relating to Visteon's technologies including but not limited to that for displays, ADAS and autonomous vehicles, cockpit domain controllers, infotainment and instrument clusters, and all related research, commercial and financial information, manufacturing information and products, disclosed by Visteon or on its behalf to Company.

Confidential information also includes any kind of trade secret, as defined under Applicable Laws, rules and regulations anywhere in the world including those of the United States and Europe such as the "GeschGehG" in Germany and the EU Directive 2016/943 for the protection of undisclosed know how and business information.

Each Party is aware of, and shall comply with, the restrictions imposed by the U.S. securities laws on the purchase or sale of securities of the other Party by any

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person who has received material, nonpublic information about such other Party.

Confidential Information shall not include information that, as demonstrated to the Discloser's reasonable satisfaction: (i) was already in the public domain at the time it was disclosed or has entered the public domain through no fault of the Recipient; (ii) was already lawfully known to the Recipient, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; (iii) was fully independently developed by the Recipient without any use of the Confidential Information of the Discloser and by employees of the Recipient who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development; or (iv) was properly obtained by the Recipient from a third party in lawful possession of such information and without breach of such third party's obligations of confidentiality.

3. Nondisclosure of Confidential Information. The parties each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than for the Opportunity. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties, except to those employees of the Recipient who have a need to know the information in order to evaluate or engage in discussions concerning the Opportunity. Each party shall ensure, prior to disclosure, that its employees, affiliates, agents, and consultants ("Representatives") who have access to the other party's Confidential Information have signed a non-disclosure agreement with terms at least as restrictive as the provisions of this Agreement or are otherwise legally obligated not to disclose such Confidential Information, (e.g. due to laws requiring to keeping confidential business secrets,) prior to any disclosure of Confidential Information to such Representatives and to bindingly ensure the secrecy of confidential information including Trade-/ Business Secrets, . Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure, use, and/or

storage of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the Recipient utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to promptly notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the Discloser which may come to the Recipient's attention. Neither Party may record nor screen capture a meeting or teleconference without the prior consent of the other Party. Consent may be provided on the recording. All recorded information shall be treated as Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects that embody the other party's Confidential Information and that are provided to a Recipient under this Agreement.

The Recipient of confidential information confirms to have state-of-the-art organizational measures and processes in place to secure the strictest confidentiality possible to insure information security in compliance with this Agreement. These measures and processes shall include its own and its subcontractors infrastructure.

If a Recipient is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Recipient will provide the Discloser with prompt written notice of such requirement so that the Discloser, at its sole expense, may seek a protective order or other appropriate relief. If such protective order or other remedy is not obtained, or if the Discloser waives compliance with the provisions of this Agreement, the Recipient or its employee will furnish that portion (and only that portion) of Confidential Information that is legally compelled or is otherwise legally required to disclose; provided, however, that the Recipient provides such assistance

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Hobli, Bangalore East Taluk, Bangalore -560 103, Ph: +91 80 68325000



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at the Discloser's expense and as the Discloser may reasonably request in obtaining such order or other relief.

Company acknowledges that Visteon may have or develop information internally, or receive information from other parties, which may be similar to Company's confidential information. Accordingly, nothing in this Agreement shall prevent Visteon from making, having made, selling, licensing or buying products based on such similar information including any products that may compete with Company's products, provided that it does not contain Company's Confidential Information, as defined hereunder.

4. No Rights Granted. Nothing in this Agreement shall be construed as granting or transfer of any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Opportunity.

5. No Obligations or Relationship. Nothing in this Agreement shall obligate either party to discuss Confidential Information or proceed with any transaction between them, and each party reserves the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the Opportunity. Additionally, the Parties do not intend that any agency relationship, partnership, alliance or joint venture be created between them by this Agreement.

6. Existence of Discussions. During the term of this Agreement, Recipient shall not (i) disclose the fact that discussions regarding the Opportunity are taking place, (ii) make any comment with respect to a potential Opportunity or (iii) make reference to the existence of this Agreement to any third party (other than its Representatives) without the prior written consent of the Discloser.

7. No Warranty. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS." EACH PARTY MAKES NO

WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING THE ACCURACY AND COMPLETENESS OF THE CONFIDENTIAL INFORMATION

8. Sensitive Personal Data

The parties shall secure the appropriate technical and organizational measures and processes to ensure the confidentiality of personal data, which may be created during the discussions and potential cooperation. To the extent applicable, each Party shall comply with European Union laws and regulations including, but not limited to, EU – Regulation GDPR (EU) 2016/679, and Applicable Laws in other regions.

9. Return of Confidential Information. All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all copies or extracts thereof that are in the possession of the other party, shall be and remain the property of the Discloser and shall be promptly returned to the Discloser within thirty (30) business days upon the Discloser's written request. No copy, no matter in which form shall be kept unless approved in writing by the Discloser.

10. Term and Termination. The term of this Agreement shall commence on the Effective Date and expire on the second anniversary. The obligations of each Recipient under this Agreement shall survive any termination of this Agreement for three (3) years, except that any and all confidentiality obligations for trade secrets shall remain in effect for as long as the trade secret remains a trade secret under Applicable Laws.

11. Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties provided that Confidential Information of the Discloser may not be assigned without the prior written consent of the Discloser. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

The agreement will be valid for 2 years from the date

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of commencement. Each Party may terminate this MOU for any reason by giving a 30-day prior notice in writing to the other Party.

12. Severability. If one or more provisions of this Agreement are held to be unenforceable under Applicable Laws, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

14. Governing Law. This Agreement will be governed and construed in accordance with the laws of India, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. The parties consent to the exclusive jurisdiction in a competent court in Bengaluru, India.

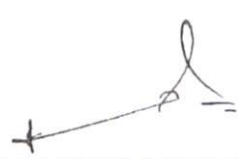
15. Remedies. Visteon and Company each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the Discloser and its business. Visteon and Company each expressly agree that due to the unique nature of the Discloser's Confidential Information, monetary damages would be inadequate to compensate the Discloser for any breach by the Recipient of its covenants and agreements set forth in this Agreement. Accordingly, Visteon and Company each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Recipient, without the necessity of proving actual damages.

16. Amendment and Waiver. No provision of this Agreement may be amended or otherwise modified except by a writing signed by the parties to this

Agreement. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.

17. Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic or facsimile transmission. Notices shall be sent to the addresses set forth at the beginning of this Agreement or such other address as either party may specify in writing.

18. Other. This Agreement constitutes the entire agreement between the parties with respect to Confidential Information regarding the Opportunity and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement, and neither party shall have any obligation, express or implied by law, with respect to trade secret or proprietary information of the other party except as set forth in this Agreement. Recipient shall adhere to the all applicable export laws, export control and regulations, esp. related to the confidential information and shall not export or re-export any technical data or products, or other confidential information received from the Discloser or the direct product of such technical data to any proscribed country unless properly authorized by applicable government entity. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.


SJCE ALUMNI ASSOCIATION
Sri Jayachamarajendra College of Engineering
JSS Technical Institutions Campus
MYSURU-570 006

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Regd office & Operations: Block No. A-4, Sixth Floor, No.16 Gateway Office Parks SEZ, GST Road, Perungalathur Chennai 600063.
Ph: 91-44-49477000; Extn: (7361, 7486, 7388) CIN NO.U35990TN2006PTC060495, Email vtscinfo@visteon.com, Website-
www.visteon.com Bangalore Operations: Pritech Park SEZ, Block #11, Ground Floor, Sy.No.51 to 64/4, Bellandur Village, Varthur
Hobli, Bangalore East Taluk, Bangalore -560 103, Ph: +91 80 68325000









JSSATE
BENGALURU



Visteon

VISTEON TECHNICAL AND SERVICES CENTRE PRIVATE LIMITED

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

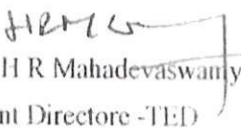
For Visteon Technical and Services Centre Private Limited


Signed

Name: Sivakumar Songappan

Title: Senior Director

For JSS Technical Institutions, Technical Education Division, JSS Mahavidyapeetha, Mysuru

Signed 
Name: Dr H R Mahadevaswamy
Title: Joint Directors -TED


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