

# Memorandum of Understanding

This Memorandum of Understanding ("MOU") is executed as of date **15/03/2019** ("Effective date") between:

- **Party - 1: Devise Electronics Pvt. Ltd** located at 207-208, Satyam Industrial Estate, Erandwane, Pune 411004, (hereinafter called as Devise)
- **Party - 2: Cummins College of Engineering for Women (CCoEW)**, located at Hingne Budruk, Karve Nagar, Pune, Maharashtra 411052

## 1 Introduction

Devise Electronics Pvt. Ltd., based in Pune India, is 4+ years old company focused on providing engineering services to automotive companies in Embedded Electronics, Model Based Development, EV Powertrain Integration and Mechanical design. Devise want to take collaborate with academic institutes to grow Industry-Academia collaboration.

Devise also helps companies working in Battery Management System (BMS), Vehicle Controller, HV Battery Pack to promote their products in India

## 2 Intent

"MOU is expression of intent for both parties to collaborate for strengthening Industry-Academia relationships. With this MoU, Devise wants to share Industrial problems with the academia and get to the solutions with combined effort. CCoEW to use its own resources viz. engineering efforts of the faculty/students and software/hardware resources available with the institute."

## 3 Deliverables

- Devise to have following deliverables:
  - a. Devise to appoint single point of contact (SPOC)
  - b. Devise to pay to college for the consultation project as per the finalized commercials.

- MKSSSS's CCoEW to have following deliverables
  - a. College to appoint single point of contact to coordinate the activities.
  - b. As the information shared/to be shared is state-of -the-art and confidential, utmost confidentiality is to be maintained. The SPOC should not share any information which he/she might have gathered during project/work with anybody without prior consent of Devise.
  - c. Timely completion of the allotted projects on priority
  - d. Keeping Devise in informed of any developments related to projects.

#### 4 Commercials:

Devise to pay to CCoEW per hour charges for the resources utilized:

- a. Entry-level engineering work: Rs. 400 per hour
- b. Mid-level engineering work: Rs. 600 per hour
- c. Expert level engineering work: Rs. 800 per hour

#### 5 Process to be followed:

1. Devise shares scope of work
2. CCoEW SPOC shares the commercial estimate in number of hours along with timeline.
3. Devise and CCoEW SPOC to agree on the commercial estimates
4. Devise shares the inputs required to start the work along with PO.
5. CCoEW to complete the work within timeline and send the invoice.
6. Devise completes the payment within 60 days from receipt of invoice.

This MOU will remain valid for 3 years unless either of the parties want to discontinue it with one-month prior notice.



**Dr. M. B. Khambete**  
Director,  
MKSSSS's Cummins College of  
Engineering for Women,  
Hingne Budruk, Karve Nagar,  
Pune, 411052



**Mr. Shekhar Malani**  
Managing Director,  
Devise Electronics Pvt. Ltd.,  
207-208, Satyam Industrial Estate,  
Erandwane,  
Pune 41104



MoU: Devise - CCoEW



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## CONFIDENTIALITY AGREEMENT

This Agreement made as of the 25<sup>th</sup> February 2019 ("Effective Date"), between **Devise Electronics Private Limited**, a corporation organized and existing under the laws of India (Corporate Identity Number : U74900PN2015PTC154671) and having its registered office at 207-208, Satyam Industrial Estate, Erandwane, Pune, 411004, Maharashtra, India ("Devise") and **MKSSS's Cummins College of Engineering for Women**, Karve nagar Pune, an Autonomous institute affiliated to Savitribai Phule University, Pune ("CCOEW").

### WITNESSETH:

WHEREAS, Devise possesses certain techniques and expertise in the fields of the development of automotive electronics, controls and embedded software;

WHEREAS, the parties to this Agreement (each a "Party" and collectively, the "Parties") wish to investigate a possible collaboration between them on engineering services using CAD and CAE software (the "Transaction"), and in connection with such discussions, the Parties and/or their Affiliates have furnished or may furnish to the each other and/or its Affiliates and their respective Representatives information regarding their products, technology, business, affairs, assets, condition (financial or otherwise) and/or prospects which is confidential in nature;

WHEREAS, the Parties recognize the importance of preserving the confidential nature of such information; and as a condition to proceed with those discussions and the furnishing of information, the Parties requires that this Agreement be entered into;

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** The following terms, as used herein, shall have the following meanings:

(a) "**Affiliate**" means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, a specified Person.

(b) "**Background Information**" means all knowledge and expertise including but not limited to calculation procedures, data, models, software, know-how, inventions, operation and design, know-how or other Intellectual Property Rights existing prior to the date hereof or independently of this Agreement which the Disclosing Party and/or its Affiliates bring to bear or provide in the course of carrying out the discussions regarding the Transaction, whether or not contained in Documents of other materials, and whether or not in the public domain but not including common knowledge in the field in which the services are provided at the date hereof.

(c) "**Disclosing Party**" means a Party and/or its Affiliates and their respective Representatives that furnishes specified Confidential Information to a Receiving Party.

(d) "**Document**" includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape, software, CAD data, CAD software,

electronic transmission, algorithm, model or other device embodying visual images and any disc, tape or other device or media embodying any other data.

(e) "**Confidential Information**" means any information, Background Information or data relating to the Disclosing Party or its Affiliates, its technology, research, business, or affairs including without limitation products, technology, business, assets, condition (financial or otherwise), any contract entered into between any Party hereto and any third party including, the price, the proposal, the terms and conditions of supply, disclosed whether in writing, orally or by any other means, to the Receiving Party by the Disclosing Party or by a third party on the Disclosing Party's behalf and whether before or after the date hereof. The term "**Confidential Information**" does not include information which (i) is or becomes generally available to the public through no breach of the terms of this Agreement by any Party, or (ii) which is lawfully acquired from a third party who did not breach a confidential obligation by disclosing the same to any Party to this Agreement, or (iii) which was known by the Receiving Party prior to the Effective Date and was not obtained from a third party under an obligation of confidence, or (iv) which the Disclosing Party has authorized such disclosure by the Receiving Party in writing, or (v) where the disclosure of information by the Receiving Party is required pursuant to any order of a court or other competent judicial or governmental authority provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party promptly of such a requirement and permits the Disclosing Party to take such steps as may be necessary to protect the Confidential Information.

(f) "**Intellectual Property Rights**" mean all and any intellectual property rights of any kind and rights of a like nature wherever and whenever arising and whether registered or unregistered and including, without limitation, any patents, copyright, registered designs, design rights, topographic rights, database rights and rights in Confidential Information and any know-how, trademarks, trade names or service marks.

(g) "**Person**" shall mean any natural person; corporation, firm, body corporate, joint venture, general partnership, limited partnership, union, association, or other similar legal business entity; court, agency, government, tribunal, instrumentality, commission, arbitrator, board, bureau, or other entity or authority.

(h) "**Receiving Party**" means a Party and/or its Affiliates and their respective Representatives that receives or otherwise obtains Confidential Information from a Disclosing Party.

(i) "**Representatives**" means all Persons acting on behalf of a specified Party or its Affiliates, including without limitation, its directors, officers, lenders, employees, agents, representatives, financial advisors, attorneys, accountants, consultants, reserve and valuation and other experts.

## 2. Ownership.

The Disclosing Party shall retain ownership of all Confidential Information at all times, together with all notes, memoranda, drawings and data that have been made or compiled as a result of access to such Confidential Information or such materials related thereto. The Receiving Party shall receive the Confidential Information subject to the relevant Intellectual Property Rights of the Disclosing Party, including without limitation the relevant laws governing patents,



designs and copyrights. Nothing in this Agreement shall grant to the Receiving Party any license, title or right in the Confidential Information other than the right to use such Confidential Information strictly in accordance with this Agreement.

### 3. Use of Confidential Information; Confidentiality.

(a) Each Receiving Party shall keep all Confidential Information it receives or obtains from a Disclosing Party confidential and shall not, without the prior written consent of the Disclosing Party, disclose such Confidential Information, in whole or in part, and shall not

use such Confidential Information, directly or indirectly, for any purpose other than in connection with evaluating the Transaction. Moreover, each Receiving Party shall have the right to disclose that it is evaluating the Transaction and transmit Confidential Information to its Representatives only if and to the extent that such Representatives need to know the Confidential Information for the purpose of evaluating the Transaction and are informed by such Receiving Party of the confidential nature of the Confidential Information and agree (in writing) to be bound by the terms of this Agreement. The Receiving Party shall neither disassemble, "reverse engineer", "reverse compile" or analyze any materials, devices, software, catalysts or other Confidential Information nor to copy, duplicate or reproduce Confidential Information exchanged under this Agreement unless with the Disclosing Party's prior written consent.

(b) For the duration of this Agreement the Receiving Party shall use reasonable care to maintain the confidentiality of the Confidential Information. "Reasonable care" shall mean a degree of care no less than that exercised by the Receiving Party with respect to its own information of the same nature as the Confidential Information.

(c) The Receiving Party shall not copy, reproduce or otherwise store the Confidential Information save to the extent reasonably necessary for the purpose of the discussion of the Transaction and any copies, reproductions or other manifestations of the Confidential Information shall be and remain the property of the Disclosing Party.

(d) Each Receiving Party shall keep a written record of the location of the Confidential Information it receives or obtains from a Disclosing Party and all copies thereof and of the names of its Representatives having access to such Confidential Information. The Receiving Party will promptly provide the Disclosing Party with a copy of such record upon its request.

(e) Promptly following the request of the Disclosing Party or the expiration or earlier termination of this Agreement, the Receiving Party shall (i) destroy (and confirm such destruction in writing to the Disclosing Party) or (ii) return all Confidential Information it receives or obtains from a Disclosing Party and all copies thereof without retaining any copies or extracts thereof. The obligation to return copies of the Confidential Information shall not apply to copies the Receiving Party retains for the purpose of evidencing the content and course of the discussions; however such copies shall only be retained in a safe and secure place.

(f) Should any person seek, by legal proceedings, to compel a Receiving Party or anyone to whom it transmits Confidential Information pursuant to this

Agreement to disclose any of the Confidential Information it received from a Disclosing Party, the Receiving Party will provide the Disclosing Party with prompt written notice of such proceedings so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In any event, the Receiving Party or such Person to whom it transmits Confidential Information pursuant to this Agreement will disclose only that portion of the Confidential Information which it is legally required to disclose and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

(g) Without the prior written consent of the other Party, neither Party nor any of its Affiliates or Representatives will disclose to any other Person any information regarding its participation in discussions regarding, and evaluation of, the Transaction, including that Confidential Information has been made available or the status of the discussions and evaluations, except as required by law.

(h) The Receiving Party shall omit any actions which may lead to a destruction or manipulation of the relevant data.

4. **Publications.** Publications in relation to the Transaction are only allowed with the prior written consent of the other Party.

5. **Indemnification.** In case of a negligent or willful breach of this confidentiality obligation the relevant Party in breach shall indemnify the other Party for all damages caused by such breach. Negligent breach shall be deemed to exist if the damaged Party can demonstrate that the confidential information was made available to a third party from the other Party. Each Party shall be responsible for any actions by its Affiliates and/or Representatives which are not in accordance with the agreements herein.

6. **Non-Waiver.** No failure or delay by a Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

7. **Governing Law and Venue.** This Agreement shall be governed and construed in accordance with the laws of India. Unless provided for differently under mandatory law provisions, exclusive venue for any and all disputes under or in connection with this Agreement shall be the competent courts for Pune, India.

8. **Severability.** In the event any provision of this Agreement is invalid as applied to any fact or circumstance, it shall be modified by the minimum extent necessary to render it valid, and its invalidity shall not affect the validity of any other provision or the same provision as applied to any other fact or circumstance.

9. **Notice.** Any notice required or permitted to be given shall be in writing and may be personally served or sent by facsimile or registered mail and shall be presumed to have been given as follows: if personally served, when served; if by fax, on the second business day after transmission thereof on a fax machine to the proper fax number with fax record thereof and confirming letter sent; or if mailed, upon receipt or after the tenth business day after deposit



in the mail with airmail postage prepaid and properly addressed, whichever is earlier. For the purposes hereof, the addresses of the Parties hereto (until notice of a change thereof is given as provided in this paragraph) shall be as follows:

If to Devise:

Devise Electronics Private Limited  
Attention: Mr. Shekhar Malani  
207-208, Satyam Industrial Estate,  
Erandwane, Pune-411004, Maharashtra, India

If to the College:

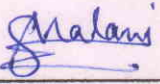
MKSSS's Cummins College of Engineering for Women  
Attention: Dr. M. B. Khambete  
Hingne Budruk, Karve Nagar, Pune, 11052 PUNE,  
Maharashtra, India,

10. **Modification.** This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the Parties hereto.

11. **Term and Termination.** This Agreement shall be in effect for a period of two year from the Effective Date, provided that the confidentiality obligations set forth in this Agreement shall remain in full force and effect for a period of 3 years. Either party may terminate this Agreement by giving 60 days' written notice in accordance with the notice provisions hereof. Any provision of this Agreement which is intended to remain in full force and effect, shall continue to apply, notwithstanding the earlier termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.


Devise Electronics Pvt. Ltd.

By:   
Name: Shekhar Malani  
Title: Managing Director



Devise Electronics Pvt. Ltd. – Confidentiality Agreement

MKSSS's Cummins College of  
Engineering for Women

By:   
Name: Dr. M. B. Khambete  
Title: Director



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