

MEMORANDUM OF UNDERSTANDING

Collaboration for Enhanced Industry Academia Relationship

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is made on 2nd Dec., 2022 ("Effective Date") by and between:-

SAP Labs India Private Limited, a company registered under the provisions of the Companies Act, 1956, of India having its place of business at 138, Export Promotion Industrial Park, Whitefield Road, Whitefield, Bangalore - 560 066, Karnataka, India (hereinafter referred to as "SAP", which expression shall, unless expression shall, unless repugnant to the context and meaning hereof, mean and include their respective successors-in-interest and permitted assigns) the First Part;

and

Sample: MKSSS's Cummins College of Engineering, an institute registered and approved by All India Council for Technical Education (AICTE), India situated at Karve Nagar, Pune, Maharashtra 411052, India (hereinafter called "MKSSS's Cummins College of Engineering", represented by Dr. Madhuri Khambete, which expression shall, where the context so admits, be deemed to include its successors, executors and administrators of the Second Part.

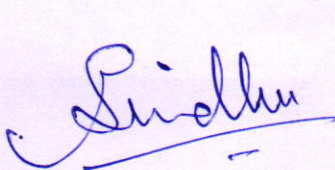
(SAP and MKSSS's Cummins College of Engineering collectively referred to as the "Parties" and individually referred to as a "Party").

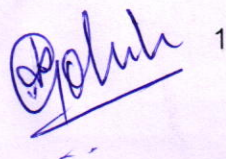
WHEREAS MKSSS's Cummins College of Engineering is an educational institution with state-of-the-art infrastructure and facilities, including laboratories, equipment, etc. required for research and development.

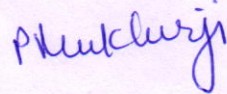
WHEREAS SAP is the leading Enterprise Resource Planning provider and has a large customer base. SAP enables organizations to work together more efficiently and use business insight more effectively to stay ahead of the competition. SAP applications and services enable more than 335,000 business and public sector customers to operate profitably, adapt continuously, and grow sustainably.

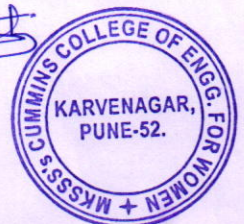
1 Effect of this MOU

- 1.1 This MOU reflects the Parties' intention to collaborate in the manner described in Clause 2 below;
- 1.2 Nothing in this MOU shall be construed as creating any legally binding relationship between the Parties nor imposing any legally enforceable obligation on either Party with the exception only of the provisions in Clauses (C), (D), (E) and (F) herein (the "Excepted Provisions"). Save for the Excepted Provisions, which shall be construed as legally binding, this MOU serves only as a statement of intent setting forth the general



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basis upon which the Parties wish to proceed. No contract will arise in respect of any subject matter hereof unless and until a further binding written agreement is executed between the Parties.

2 Collaboration

MKSSS's Cummins College of Engineering and SAP now wish to collaborate on the following Objectives (hereinafter referred to as "Objective"):

- Explore jointly research engagements on topics which are currently industry relevant or relevant for SAP and involving SAP technologies or forming part of used and consumed SAP Products.
- Develop and engage with Alumni program involving the alumni of MKSSS's Cummins College of Engineering currently employed with SAP.
- Engage with the students of MKSSS's Cummins College of Engineering and other academic institutions in Hackathon involving challenge statement by SAP or new / currently relevant technical and business topics.
- Conduct various knowledge sharing sessions, which SAP can undertake from Research Engagement and Collaboration Hub (REACH by SAP) with a view to empower faculty/students on SAP and related technologies.
- Co-author books/technical and research papers between SAP and MKSSS's Cummins College of Engineering faculty.
- Have expert sessions from MKSSS's Cummins College of Engineering faculty ranging various topics of joint interest
- Joint workshops with MKSSS's Cummins College of Engineering faculty members and SAP Architects/Managers to address and tackle challenges jointly.
- Explore internships/projects opportunities for students.
- SAP Labs Bangalore campus visit (Experience days) by nominated representatives and students of MKSSS's Cummins College of Engineering periodically to further discuss and strengthen ties.

Therefore, the Parties intend as follows:

A. Scope and Duration

(i) The purpose of this MOU is to establish the framework of collaboration in which the relationship between the Parties will develop with respect to the Objective. The detailed scope, roles and responsibilities of the Parties are specifically laid out in Annexure 1 hereto.

(ii) This MOU shall commence on the date first above written (Effective Date). The Parties intend to enter into a mutually agreeable definitive and binding written agreement in relation to the Objective ("Agreement"). Until such Agreement is executed between the Parties, this MOU shall guide the collaboration between the Parties. Upon the execution of the Agreement, this MOU shall automatically terminate and the terms of the Agreement shall supersede any and all terms contained herein.

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(iii) Either Party may terminate this MOU without cause or reason at any time during its period of operation by giving to the other Party thirty (30) calendar days' prior written notice to that effect.

(iv) Unless terminated earlier, this MOU shall operate for twelve (12) months from the Effective Date of the MOU. Such period of operation may be extended by mutual written agreement of the Parties.

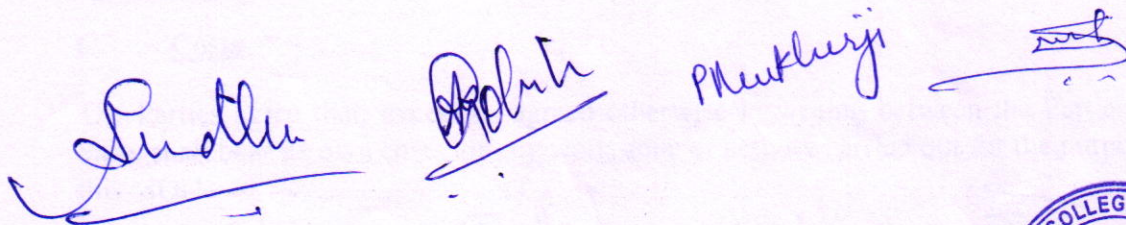
(v) The scope and duration of the collaboration may be amended and/or extended through the joint agreement of SAP and MKSSSS's Cummins College of Engineering by way of amendments to this MOU.

B. Decision-making structure & authority

(i) All significant decisions regarding the collaboration will require agreement of both the Parties.

(ii) SAP and MKSSSS's Cummins College of Engineering will each identify members within their own organization to serve on a joint committee (Steering Committee) for the collaboration. The Steering Committee will agree upon an effective structure for operational management of collaborative activities and efforts. Subject to discussions and prior consent of the Parties, the Steering Committee may have members external to both the organizations, serving as experts, in addition to the management staff representing both the organizations. The Steering committee will have the responsibility to guide the project team members, and also decide to meet periodically to discuss progress and also for issue resolution and smoother communication. Notwithstanding the foregoing, all decisions of the Steering Committee will be subject to each Parties' internal approval mechanisms.

(iii) The Steering Committee will agree upon an effective structure for operational management of collaborative activities and efforts. Each member of the Steering Committee will keep their organization informed of collaborative progress and actively seek feedback regarding the collaboration from within their organization. Steering Committee members will regularly discuss the progress of the collaborative effort and regularly share feedback from their respective organizations in order to ensure clear communication, issue identification, and problem resolution. The Steering Committee will be the functional body that provides directions to the project and the employees involved thereunder to progress towards the Objective. Notwithstanding the foregoing, all decisions of the Steering Committee will be subject to each parties' internal approval mechanisms.





(iv) Steering Committee Member Details:

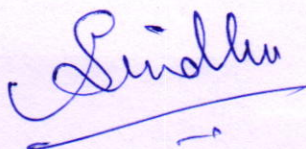
For MKSSS's Cummins College of Engineering:	
Chairperson:	Dr. Supriya Kelkar
Member:	Dr. Anagha Kulkarni
Member:	Dr. Prachi Mukherjee
For SAP:	
Chairperson:	Kavitha Krishnan
Member:	Abhishek Chatterjee

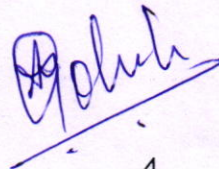
The Steering Committee will meet regularly to jointly evaluate the collaboration, including its progress toward meeting the Objective. SAP and MKSSS's Cummins College of Engineering are committed to open communication with each other with regard to strengths and limitations in the collaboration. The Steering Committee will work together to address weaknesses and to improve outcomes. Research Engagement and Collaboration Hub (REACH by SAP) will undertake and be the single forum for collaboration with MKSSS's Cummins College of Engineering to help streamline operations and strategy roadmap.

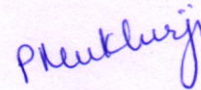
C. Costs

The Parties agree that, except as agreed otherwise in writing between the Parties, each Party shall bear its own costs for any work done or activity carried out for the purposes of this MOU.

D. Confidentiality











(i) A Party receiving any Confidential Information (the "Receiving Party") from the other Party (the "Disclosing Party") shall keep the same confidential and not disclose the Confidential Information to any third party, unless such information is required to be disclosed under law, or the Disclosing Party has previously given prior written consent for its disclosure.

(ii) Both Parties shall be obligated to use the Confidential Information strictly for the purposes of the Objective.

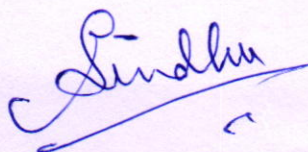
(iii) For the purposes of this MOU, "Confidential Information" shall include all strategic and development plans, financial information, business and marketing plans, co-developer identities, data, business records, project records, market reports, employee lists, employee data, proprietary data and databases, trade secrets, know how, licenses, and business manuals, policies and procedures, information relating to processes, technologies or theory, terms of this MOU, and any other information which may be disclosed by the Disclosing Party to the Receiving Party, for the Objective, in connection with the Objective, in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Objective and which is not generally available to the public, whether or not marked as confidential and whether in tangible or intangible medium and disclosed directly or indirectly, by any means to the Receiving Party by the Disclosing Party or by a third party duly authorised by the Disclosing Party.

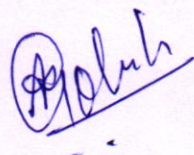
(iv) 'Confidential Information' shall not, however, include any information which:-

- (a) is, or becomes, publicly available otherwise than through a breach of this Clause (D) or any other duty of confidence by the Receiving Party;
- (b) was lawfully made known to the Receiving Party by a third party without any obligation to keep it confidential; or
- (c) is independently developed by the Receiving Party without breach of this Clause (D) or any other duty of confidence.

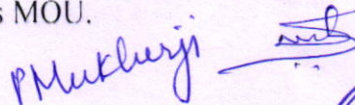
The operation of this Clause (D) shall survive the expiry or earlier termination of this MOU for a period of one (1) year post such expiry or termination.

The Receiving Party agrees, immediately upon expiration or termination of this MOU or within five (5) days from the written request of the Disclosing Party, whichever is earlier, to promptly deliver to the Disclosing Party, all Confidential Information in whatsoever form, in the possession of the Receiving Party. The Receiving Party agrees to irretrievably delete, erase or otherwise destroy all Confidential Information in the Receiving Party's possession or control that is not capable of such delivery to the Disclosing Party, and confirm in writing to the Disclosing Party that it has done so within five (5) days from the written notice as stated in this clause. Return and / or destruction of the Confidential Information in its possession or control shall not release the Receiving Party from its obligations under the terms of this MOU.





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E. Intellectual Property

Nothing in this MOU shall affect any Party's right to own or license Intellectual Property which is created and owned by such Party independently and unless otherwise expressly provided, no provision of this MOU shall be construed as a grant of any Intellectual Property license thereto.

(i) For the purposes of this MOU, "Intellectual Property" means any patent, registered design, copyright, design right, trademark, application to register any of the aforementioned rights, and any other intellectual property right of any nature whatsoever in any part of the world.

(ii) SAP/SAP SE shall own the Intellectual Property Rights for each of the use cases including any elements that are associated with Hackathon as well as the outcome/ result thereof. For clarity, Hackathon means and refers to solutions proposals and proof of concepts presented to solve problems across various functional areas of Management and/or Lines of Business of SAP.

(iii) Subject to the agreement between the Parties in terms of Agreement, the operation of this Clause (E) shall survive the expiry or earlier termination of this MOU without limit of period.

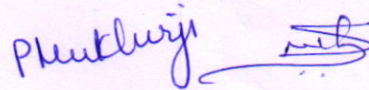
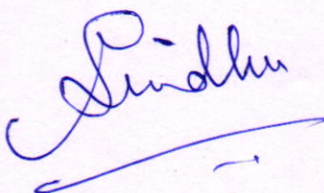
F. General

(i) This MOU is not intended to, and does not, give any person who is not a party to it, any right to enforce any of its provisions.

(ii) Any dispute arising out of or in connection with this MOU, including any question regarding its existence, validity or termination, shall be governed and finally resolved by the courts of applicable jurisdiction in **New Delhi, India**.

(iii) This MOU does not create any partnership, joint venture or agency relationship between the Parties, and does not create any obligation between them other than those defined herein. Unless otherwise expressly agreed between the Parties, no Party shall have the authority to make any commitments for or on behalf of the other Party. No employment relationship is created under this MOU.

(iv) Excepted Provisions which either are expressed to survive the termination or expiry of this MOU or from their nature or context it is contemplated that they are to survive such termination or expiry shall remain in full force and effect notwithstanding such termination or expiry.



Accepted by:

SAP Labs India Private Limited

(SAP)

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Name: _____

Title: _____

Date: 06 / Apr / 2023

Accepted by:

MKSSS's Cummins College of Engineering

(MKSSS's Cummins)

[Handwritten signature]

Name: Dr. Madhuri Khambete

Title: Principal

Date: 02/12/2022

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Annexure 1

Proposed Collaboration

- i. Both Parties have agreed to commit resources to the collaboration. Both Parties will:
 - a. Assign employees of their respective Parties to carry out the work of the collaboration. Each employee assigned to work with the collaboration will continue to remain as an employee of respective Parties.
 - b. Contribute the time and effort required for consistent representation of and participation by the organization on the Steering Committee;
 - c. Pay careful attention to risk assessment and risk mitigation including maintaining appropriate insurance coverage and ensuring appropriate supervision for staff, and volunteers, and use of facilities and equipment contributed to the collaboration.
 - d. The collaboration's proposed model and the Parties' specific roles and responsibilities will be mutually decided by the Parties and the Steering Committee.
 - e. The collaborative risk assessment will include, at a minimum, consideration of risks relating to serving program participants, facilities and equipment, employment, volunteers, financial management, and compliance with funder requirements and applicable law and regulation.

Sushu

Adh

Shubhaji



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Specific Roles and Responsibilities:

Sl. No.	Description	SAP	MKSSS's Cummins College of Engineering
Preliminary responsibilities			
1	Hackathon with focus on challenge statement(s) shared by SAP	X	X
2	Joint Thought Leadership (Paper publication with Professors)	X	X
3	Research initiation on mutual areas of Interest		X
4	Provide expertise in various customer workshops at SAP		X
5	Bi-Directional knowledge sessions involving Students, Professors & SAP Employees	X	X
6	Student – Industry Mentorship program	X	
7	Women in Technology Series (to inspire women engineers to pursue rewarding careers in the field of technology)	X	
8	Experience Day at SAP Campus for Senior faculty (includes interactive sessions, activities, workshops, etc.)	X	

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Phekherji



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