

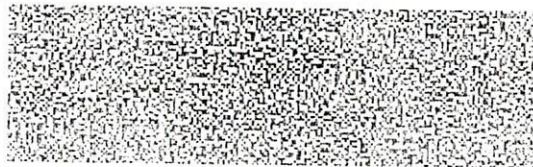
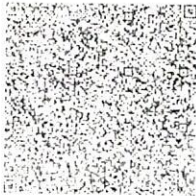
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Government of Karnataka

e-Stamp

Certificate No. : IN-KA4485221884935GR
Certificate Issued Date : 22-Nov-2019 01:06 PM
Account Reference : NONACC (BK)/ kakscub08/ SARASWATHIPURAM/ KA-MY
Unique Doc Reference : SUBIN-KAKAKSCUB0807193238534765R
Purchased by : G A SOFTWARE TECHNOLOGIES PVT LTD
Description of Document : Article 12 Bond
Description : M O U
Consideration Price (Rs.) : 0
(Zero)
First Party : G A SOFTWARE TECHNOLOGIES PVT LTD
Second Party : UNIVERSITY OF MYSORE
Stamp Duty Paid By : G A SOFTWARE TECHNOLOGIES PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



MSD
22/11/19
**Registrar
University of Mysore
Mysuru**



MEMORANDUM OF UNDERSTANDING
between
University of Mysore
and
GA SOFTWARE TECHNOLOGIES PVT LTD

This Memorandum of Understanding ("MOU") is executed as on this 22nd day of November 2019, between:

UNIVERSITY OF MYSORE, its principal address at University of Mysore, Mysore (hereinafter referred to as "**UOM**", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the **FIRST PART**

AND

GA SOFTWARE TECHNOLOGIES PVT LTD, a company incorporated in accordance with the provisions of the Indian Companies Act, 1956 having its principal address at #74, 3rd Floor, Prestige Ferozes Building, Cunningham Road, Vasanthnagar, Bangalore – 560 052 (hereinafter referred to as "**GA TECH**", which expression shall unless repugnant to the meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART**,

GATECH and UOM are individually referred to as "**Party**" and collectively as the "**Parties**"
WHEREAS:

- A. GA TECH is exploring different avenues for building innovative solutions for e-Learning;
- B. GA TECH and UOM intend to collaborate by entering into an MOU to help the research effort with academic rigor.

In pursuance of the aforesaid, the Parties hereto wish to reduced it in writing, the terms of their mutual understanding in order to establish a framework for initiating innovative solutions and research in the areas of e-Learning.

NOW THIS MOU WITNESS IT AS FOLLOWS:

ARTICLE 1: SCOPE OF THE MOU

- 1.1 The objective of this MOU is to set out the framework within which UOM and GA TECH will jointly explore and work towards achieving the objectives and matters described in this MOU as also listed in **Annexure 1** hereof, and more specifically by setting up an e-Learning Innovation laboratory (EIL) in UOM, Mysore. Each Party shall have the right, in its sole discretion, to determine how it will fulfill its obligations hereunder.
- 1.2 If UOM and GA TECH mutually agree to pursue any of objectives and undertakings herein, the terms and conditions for pursuing such objectives shall be documented on a case-to-case basis under project documents to be negotiated and finalized between the Parties ("Project Plans"). The projects may relate to the following subjects:
 - Enabling research and e-learning solution frameworks for work place and Education in areas jointly identified by UOM & GA TECH;
 - Create new class of applications and solutions that focus on optimizing the dissemination and delivery of Learning content in workplace and academia;


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- Create a framework and architecture to incorporate the use of Mobile Learning frame work and BYOD;
- Create a lab environment so as to experiment with the new range of technologies that can be applied in e-Learning; and
- Conduct appropriate research and proof of concept, for applying emerging technologies like Tablet PC's, Cloud Readers etc in e-Learning Solutions.

ARTICLE 2: SOURCING OF THE GRANT

- 2.1 GA TECH agrees to identify the various funding agencies within India and outside India for the intending projects which would be jointly proposed by both the parties.
- 2.2 Its hereby agreed that UOM will submit the project proposal to various funding agencies identified by GA TECH for establishing the e-Learning Innovation laboratory. GA Tech will work with the faculties of UOM to create the proposal to be submitted.
- 2.3 The Second party will participate in the procurement process whenever the First Party advertises SOW (Statement of Work).

ARTICLE 3: PROGRAM MANAGER

- 3.1 Both parties shall jointly finalize the plans for each project approved by the Advisory Group within the areas previously identified by the Steering Committee constituted by the parties to promote and oversee research and innovation in e-Learning.
- 3.2 Both parties shall work together and co-operate in the areas and in the manner set forth in **Annexure I** to this MOU.

ARTICLE 4: FORMATION OF ADVISORY GROUP

- 4.1 An "advisory group" consisting of one member each from UOM and GA TECH is proposed to be formed for reviewing the working and progress of EIL. This group will meet on a Quarterly basis and will also discuss more frequently through email/electronic media as required to address all the day to day aspects related to the EIL.

ARTICLE 5: SOURCING OF MANPOWER

- 5.1 Its hereby agreed that GA TECH will place some of its consultants and employees as required who will undertake R&D in e-Learning in collaboration with UOM Faculty and researchers.

Article 6: Confidentiality

- 6.1 All commercial and other information, whether written, oral or in any other form, furnished hereunder by one Party to the other or its employees, representatives or agents shall be considered confidential by the receiving Party, which shall take all necessary precautions to keep the information, secret and confidential.


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6.2 The receiving party shall take due care while in distributing such confidential material. An effort will be made to seek prior approval of the other party in case a matter needs to be communicated to third parties.

6.3.1 Notwithstanding the forgoing, this Article shall not apply to information which:

- (i) Is or becomes publicly known or is printed in a publication available to the general public through no wrongful act of the Party concerned; or
- (ii) Is at the time of disclosure already known by the person to whom disclosure is made unless such knowledge is subject to a restriction as to use or disclosure imposed on such a person; or
- (iii) Is acquired from a third party in good faith and without any obligation of confidence being owed to that third party in respect thereof.

ARTICLE 7: PUBLIC ANNOUNCEMENT

7.1 Neither Party shall make or cause to be made any public announcement of, or in relation to the existence of This MOU or the intention of entering into an Agreement Without the prior written approval of the other Party.

7.2 The restriction in Articles 6 and 7.1 above shall not apply where any information needs to be submitted to any regulatory, administrative or government authority.

ARTICLE 8: TERM AND TERMINATION

8.1 This tenure of this MOU is for a period of three years from the date of signing of this MOU or the end of this project whichever is earlier. The Term of the MOU may be extended for such period as may be mutually agreed between the Parties in writing.

8.2 Notwithstanding anything in this MOU, neither Party shall be liable to the other for any failure to achieve any of the objectives and undertakings herein or for any failure to finalize any Project Plans.

8.3 This MOU may be terminated, without cause and any other liability whatsoever, by either Party after giving a one (1) month prior notice in writing to the other Party.

ARTICLE 9: INTELLECTUAL PROPERTY RIGHTS

9.1 The Parties agree that all rights, interests and title in the products, components and other software or process artifacts to be developed in relation to the e-Learning research, consultative studies, pilots, standards or architectures under this MOU (henceforth referred to as "Research outcome") shall vest jointly with UOM and GA Tech., UOM will have no objection to GA TECH sharing the Research outcome with other customers and Universities. However, the intent is to make all such Research outcome in the public domain so that all public institutions and public at large can benefit from the fruits of the research. Each party shall be given a copy of all such Research outcome. Each Party shall be free to use, reproduce and modify such Research outcome for any purpose whatsoever.


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ARTICLE 10: REPRESENTATIONS AND WARRANTIES

- 10.1 The Parties represent and warrant to each other that
- (i) It has full power and authority to enter into this MOU and perform its obligations under this MOU; and
 - (ii) It shall ensure that the Grant is used only for the purposes specified under this MOU and not for any other purpose whatsoever.
- 10.2 GA TECH will be compensated for the scope of work defined in the Annexure as per the agreed terms and conditions as per the norms of UOM .

ARTICLE 11: GOVERNING LAW AND ARBITRATION

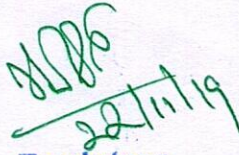
- 11.1 This MOU shall be governed and construed in accordance with the laws of India.
- 11.2 Any and all disputes or claims arising under this MOU or out of or in connection with the execution, interpretation, performance, or non-performance of this MOU or any or all of the foregoing shall be solely and finally settled by arbitration under the Arbitration and Conciliation Act, 1996. All arbitration proceedings shall be conducted in the English language and the venue of arbitration shall be Bangalore.

11.3 ARTICLE 12: NOTICES

- 12.1 Any notice or other information required or authorized by this MOU to be given shall be given in writing, in English and by hand delivery with a written acknowledgement in receipt thereof or sending it by courier with proof of delivery or sending it by facsimile transmission or e-mail communication.

ARTICLE 13: MISCELLANEOUS

- 13.1 Neither Party shall be liable by reason of failure or delay in the performance of its obligations under this MOU if such failure or delay is caused by acts of God, strikes, lockouts, war or any other cause beyond its control and without its fault or negligence.
- 13.2 In the event of any one or more of the provisions contained in this MOU being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby. If any of the provisions of this MOU become invalid, illegal or unenforceable in any respects under any applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be effected or impaired.
- 13.3 This MOU supersedes all prior understandings, if any, between the Parties concerning the subject hereof.
- 13.4 No amendments to the MOU shall be valid unless executed in writing and signed by both Parties.
- 13.5 Nothing contained herein shall be deemed to neither create any partnership, joint venture or similar relationship between UOM and GA TECH nor confer on any Party the authority to incur any obligation or liability on behalf of the other Party or bind the other.


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IN WITNESS WHEREOF the Parties hereto have signed this MOU as of the day and year first above written.

Signed and delivered for and on behalf of

Signed and delivered for and on behalf of

UNIVERSITY OF MYSORE

GA SOFTWARE TECHNOLOGIES PVT LTD

Name: Prof. R. Shivappa

Name: GANESAN.K


Title:

Title: CEO


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WITNESSES:


Director
Planning, Monitoring and Evaluation Board
University of Mysore
MYSORE - 570 005

ANNEXURE I

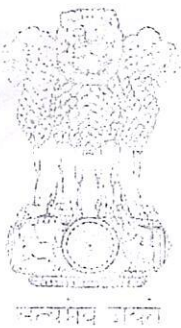
Agreed Areas and Manner of Cooperation

UOM and GA TECH will jointly focus in building the following capabilities as below including but not limited to

1. Infrastructure Preparedness: GA TECH will study the current IT preparedness of UOM and advise and setup the ideal hardware and system software and network infrastructure enabling a Virtual University environment.
2. Setup of Virtual Classroom and Lecture capture solutions enabling a knowledge management system.
3. Design and Development of Learning Tools and companions for students like tablet devices to access the university's content online/offline
4. Learning Management system: Develop and implement an Unique LMS platform that could host and disseminate content in various formats such as Interactive eBooks, Flash based content, HTML5 with Digital rights management capabilities.
5. Develop and implement an online Assessment Management system that will enable seamless screening and examination of students paperless.
6. Design and Development of cross vertical/ industry learning content that could be delivered across web and mobile tools.
7. Empowering the faculties with Faculty Development programs to enable them to participate in contribute towards the various e-learning initiatives.


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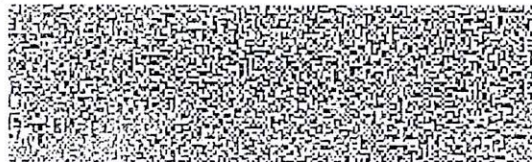
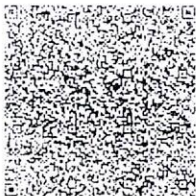
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Handwritten signature



WDP
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 University of Mysore
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T.J.K.M.
 Santhosh Kumar
 DGM - GA Software
 25/11/19.

