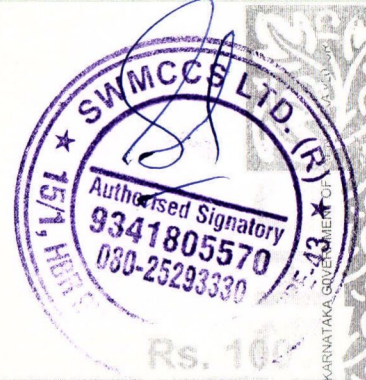




सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka



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MEMORANDUM OF UNDERSTANDING

This MOU is executed on the day 29 May Two Thousand and Twenty
 (herein refereed as effective date)

BETWEEN

INTERNATIONAL INSTITUTE OF AEROSPACE ENGINEERING, JAIN (Deemed to-be-University), 45th km, NH-209, Jakkasandra Post - Kanakapura Main Road, Ramanagara District, Bangalore - 562 112 (herein after referred to as JU) is charged with responsibility of training technical and scientific manpower in various front-line areas of importance for the Nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by undertaking industrial & applied research and consultancy.

Statutory Alert:

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AND

BNOW Academy Foundation, an affiliated training partner of AASSC, having its registered office at BNA Academy Foundation, Xylem, 502, 5B, 5th Floor, Plot No. 4 & 4A, Dyavasandra Industrial Area Phase 1, Whitefield Road, Bengaluru -560048, (hereinafter referred to as "**BNA**") is engaged in design and development and consultancy in the field of Aerospace Engineering and related fields.

WHEREAS, both **JU** and **BNA** now

- Recognizing the importance of **design** and **consultancy** in the areas Aerospace and related areas of Engineering, as well as imparting industrial **training** to the engineering/technology/sciences students, etc.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to contemporary technology, specifically in the field of Aviation / Aerospace Engineering.
- Desiring to club their efforts by pooling their expertise and resources,

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, technology and sciences with special emphasis on Aerospace Engineering and related fields.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both **JU** and **BNA** hereby acknowledge, **JU** and **BNA** hereby agree to sign a Memorandum of Understanding (MOU).

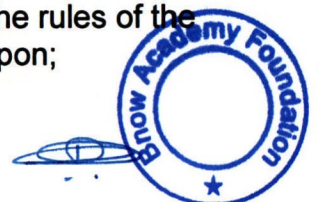
ARTICLE-I: THE SCOPE OF THE MOU

This MOU details the modalities and general conditions regarding collaboration between **JU** and **BNA** for enhancing, the availability of highly qualified manpower in the areas of AEROSPACE ENGINEERING AND RELATED FIELDS without any prejudice to prevailing rules and regulations in **JU** and **BNA** without any disregard to any mechanism evolved and approved by the competent authorities under Govt. of India in so far as such mechanism applies to **JU** and **BNA**. The areas of cooperation can be extended through mutual consent.

ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS

Both **JU** and **BNA** shall encourage interactions between the Engineers, Scientists, Research fellows, faculty members, guides and students of both the organizations through the following arrangements:

- a) Exchange of staffs and personnel through deputation as per the rules of the respective organisation, for limited periods as mutually agreed upon;



- b) Organization of joint conferences and seminars;
- c) Practical training of **JU** students at **BNA**.
- d) **JU** & **BNA** will jointly bid and execute Research & Development programmes and projects in **AEROSPACE ENGINEERING AND RELATED FIELDS** and other areas of national interest in Government departments and industry using their collective domain and projection management expertise.
- e) **JU** & **BNA** will jointly bid and execute consultancy programmes and projects in **AEROSPACE ENGINEERING AND RELATED FIELDS** and other areas of national interest in Government departments and industry using their collective domain and projection management expertise.
- (f) Joint guidance of student projects/thesis in **AEROSPACE ENGINEERING AND RELATED FIELDS** and other areas of national interest at **JU** by **BNA** on mutually agreeable terms.
- g) **BNA** would accommodate B.Tech. students who have completed the 6th semester of their programme in such a number that **BNA** deems convenient to it for the purpose of imparting industrial training.
- h) **BNA** may depute its personnel as visiting faculty at **JU** to teach any of the regular Course or specialized topics.
- i) **BNA** personnel, as well as research scholars, may also be allowed to enroll for their Ph.D./M.Tech. (Research) at **JU**, subject to availability of seats, research facilities and subject to their fulfilling eligibility criteria and all other academic regulations of **JU**. Further **BNA** may request to design and teach a Course or Courses which it deems fit to enhance quality and performance of its employees. Such Courses may be run at any mutually convenient premises.
- j) **BNA** may seek assistance/guidance of **JU** faculty member/s in product/process modification, modernization, trouble shooting, etc.
- k) **BNA** Would allow the industrial visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc. in such a number that **BNA** deems convenient to it for the purpose of imparting industrial training.
- l) **BNA** may showcase its business activities at the seminar/workshop/conference, etc. at **JU**.
- m) **BNA** may avail library, Internet, computational and other available facilities at **JU**.



n) Post-graduate student will be allotted a Research supervisor from **JU** faculty members. A Research Scientist/Engineer at **BNA** may be appointed a Co-research guide as per the rules of the respective organisation for a student Registered for Ph.D/ M.Tech (Regular or Research) degree at **JU**. The student may be encouraged to take up the project such that **BNA** desirably benefits from its outcomes.

o) The students will carry out part of their Ph.D. research work or M.Tech./B.Tech.projects at **JU** and **BNA** depending on the nature of the work as per rules of the respective organisations depending on facilities and requirements.

p) There will be no restriction on the contents of the thesis and on publication of results of the thesis, subject to the condition that no Intellectual Property Rights can be secured for any part of the work which will be decided with mutual consent.

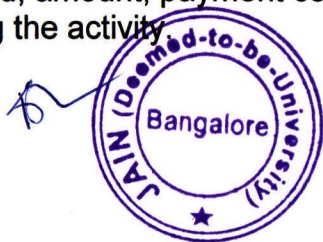
q) Both **JU** and **BNA** will be free to independently carry out follow-up research on the thesis work conducted under this scheme.

r) If the outcome of a project related to product development, process technology and design etc. which involves matter of secrecy and concern with security of the State and the Country, the same will not be allowed for publication/printing in any form such as Electronically/verbal, etc. If the outcome of a project results into an intellectual property, for which rights can be secured, it will be decided on case to case basis. Similarly, sharing of expenditure in securing such rights and income accrued through royalty etc by the parties under the law will be decided on case to case basis after mutual consultation.

s) Research supervisors from both the organisations will be the corresponding authors in any publication resulting from the collaborative work. All the efforts put by the student/s as a part of this MoU will be accounted for by way of reporting the work in thesis and/or paper publication except the part for which IPR needs be claimed.

t) Neither of the supervisors will publish the work carried out under this MoU without knowledge of the other.

u) In any of the activities mentioned above, wherever financial aspects are involved, amount, payment conditions, etc. would be spelt out clearly before starting the activity



ARTICLE-III :SHARING OF FACILITIES

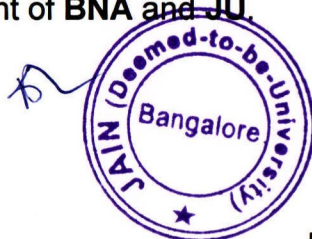
- a) **JU** and **BNA** shall make provisions to share their respective important R&D facilities in order to promote academic and research interaction in the areas of cooperation as per the prevailing rules and norms in the respective organisations.
- b) **JU** and **BNA** shall permit the sharing software and other materials and components developed in-house in the areas of cooperation, if permissible within the rules governing the two organisations. However, responsibility for safety of software and other materials during the exchange will rest on respective Head of academic department/section.
- c) **JU** and **BNA** shall provide access to the library facilities to scientists, members of faculty and students as per the prevailing rules and norms in the respective organisations.

ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS

- a) The collaborative programme between **JU** and **BNA** shall be coordinated by a coordination committee appointed by Directors/CEO of both the organisations..
- b) Financial arrangements for each specific collaboration will be decided on a case-to-case basis and brought on record in each case after due approval from heads of both the organisations.

ARTICLE-V :EFFECTIVE DATE AND DURATION OF MOU

- a) This MOU shall come into effective from the date of its signing by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of Five (5) years from the effective date.
- c) During its tenure, the MOU may be extended or terminated by a prior notice of not less than six months by either party. However, termination of the MOU will not in any manner affect the interests of the students/faculty/scientists who have already been admitted to pursue a programme under the MOU.
- d) Any clause or article of the MOU may be modified or amended by mutual agreement of **BNA** and **JU**.



ARTICLE-VI :Intellectual Property Rights (IPR)

Rights regarding publications, patents, royalty, ownership of software/design/product developed etc. under the scope of this MOU, shall be decided by the two parties by mutual consent.

ARTICLE-VII: CONFIDENTIALITY

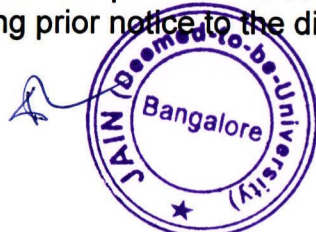
During the tenure of the MOU both **JU** and **BNA** will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU. The rules of confidentiality for the shared information shall be maintained even after discontinuation of this MOU

Both **JU** and **BNA** shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement or PROJECTS.

Further both **JU** and **BNA** shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.

CONFIDENTIAL INFORMATION shall mean any proprietary information, data or facts belonging to PARTIES collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions. However confidential information shall not include any data or information which:

- (a) is or becomes publicly available through no fault of the receiving party,
- (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information;
- (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party
- (d) is rightfully obtained by the receiving party from a third party or is in the public domain
- (e) is disclosed with the written consent of the party whose information it is, or
- (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.



ARTICLE-VIII: AMENDMENTS

Any amendment and/or addenda to the AGREEMENT shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the AGREEMENT and have the effect of modifying the AGREEMENT to the extent required by such amendment or addenda.

ARTICLE-IX :RESOLUTION OF DISPUTES

- a) This agreement shall take effect and be construed in accordance with the Laws of India and be subject to the jurisdiction of the courts at BENGALURU, Karnataka.
- b) The dispute or difference whatsoever arises between PARTIES in relation to or in connection with this AGREEMENT both the parties shall first try to resolve the dispute/difference amicably between themselves, failing which the parties may seek injunctive relief in the jurisdictional civil courts at Bangalore.

ARTICLE-X: MISCELLANEOUS

- a) The headings and sub-headings are inserted for convenience only and shall not affect the construction of this Agreement.
- b) Both **JU** and **BNA** shall not, during the term of this Agreement directly or indirectly, solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party.
- c) No failure to exercise and no delay in exercising, on the part of a Party, and right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, power and privileges herein provided are cumulative and not exclusive of any right, remedies, powers and privileges provided by law.
- d) After this Agreement has been signed, all preceding Understandings/negotiations and Correspondence unless otherwise specified and agreed by both, pertaining to it shall become null and void.




IN WITNESS WHEREOF PARTIES HERE TO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

JAIN (Deemed to-be-University)

Signed by: *[Signature]*

Dr N. V. H. KRISHNAN
Signature: **Registrar**
JAIN (Deemed-to-be-University)
Bangalore.

Date:




BridgeNow Academy

Signed by: *D Peter Immanuel*
CFO

Signature: *[Signature]*

Date:





Jain Group of Institutions



Addendum
Memorandum of Understanding (MOU)

Between

JGI - JAIN Group

[All Institutions under JAIN Group of Institution]

- JAIN University Trust - JAIN (Deemed-to-be University)
- Shri Bhagwan Mahaveer Jain Educational and Cultural Trust (SBMJECT) Represented by,
Colleges other Institutions
- Arka Educational and Cultural Trust (AECT) Represented by,
Arka Jain University
Jain College and other campuses.
Here in after known as JGI - JAIN Group

And

BNOW Academy Foundation

The MoU signed on 22 May 2020 is extended between **JGI- JAIN Group** and **BNOW Academy Foundation**

Validity: This extension of MOU shall be operational upon signing for a duration of 5 years.

Summary & Scope of the MOU: Practical training of Jain College BBA Aviation Management students at BNA. JGI & BNA will jointly bid and execute Research & Development, Consultancy programmes and projects in areas of national interest in Government departments and industry using their collective domain and projection management expertise. BNA would accommodate BBA Aviation Management students who have completed the 4th semester of their programme in such a number that BNA deems convenient to it for the purpose of imparting industrial training. BNA may depute its personnel as visting faculty at

JGI- JAIN Group to teach any of the regular Course or specialized topics for BBA Aviation Management Students. Also BNA would provide faculties for Guest Lectures, Seminars etc. BNA Would allow the industrial visits of students for half/ full day to provide them with an exposure to various equipment, instrument, etc. in such a number that BNA deems convenient to it for the purpose of imparting industrial training.

For **Bridgenow Academy Foundation,**
15 June 2020



Peter Immanuel D
(CEO)

For **JAIN Group of Institutions,**
15 June 2020



Dr. Chenraj Roychand
Founder & Chairman
JGI- JAIN Group