



## NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made and entered into this 20 Feb, 2018 by and between

Department of Electronics & Communication of BMS College of Engineering, a premier and deemed Engineering Institution incorporated and registered under the laws of India having its registered office and Campus at BMSCE, PB No: 1908, Bull Temple Road, Bangalore: 560019> and hereinafter referred to as "BMSCE" (which expression unless repugnant to the context shall mean and include its successors and permitted assigns);

AND

BLR LABS Private Limited, a company incorporated in India having registered office at # 9/2, Coronet Green Commercial Complex, Second floor, Above Big Bazaar, Sarjapur Main Road, Bellandur, Bangalore- 560102, Karnataka, India and hereinafter referred to as "BLRLABS" (which expression unless repugnant to the context shall mean and include its *successors and permitted assigns*);

BMSCE and BLRLABS are hereinafter referred to collectively as the "Parties", and individually either as the "Party" or by their respective names assigned in the recital above.

WHEREAS the Parties intend to enter into an agreement to collaborate on research, skill development, innovation & project consultation wherein it is anticipated that during the process described above, it may be necessary for the Parties to exchange certain confidential and proprietary information in written, oral and/or physical/sample form (collectively "Confidential Information").

Accordingly, the Parties agree as follows:

- Confidential Information:** Confidential Information shall mean any information disclosed by one party (hereinafter the "Disclosing Party") to the other (hereinafter the "Receiving Party"), either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential Information shall include (without limitation) any materials, trade secrets, know-how, formulae, processes, algorithms, ideas, strategies, inventions, data, network configurations, system architecture, designs, flow charts, drawings, proprietary information, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future business and operations of the Company; and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party based on information disclosed by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

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Coronet Green Commercial complex,  
# 9/2 , Second floor, Above Big Bazaar, Sarjapur main Road, Bellandur,  
Bangalore, Karnataka, India  
[sales@blrlabs.com](mailto:sales@blrlabs.com)

*Passimale*

*[Signature]*



2. **Exceptions:** Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:
  - (a) is or becomes publicly available without breach of this Agreement;
  - (b) is required to be disclosed under any relevant law, regulation or order of court, provided the affected Party is given prompt notice of such requirement or such order and (where possible) provided the opportunity to contest it, and the scope of such disclosure is limited to the extent possible; or
  - (c) was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records; and/or
  - (d) the information is received from a third party who lawfully acquired such information without restriction, and without a breach of this Agreement, by the Receiving Party.
3. **Scope:** The Disclosing Party retains the sole and exclusive ownership and intellectual property rights in the Confidential Information and no license or any other interest is granted to the Receiving Party unless agreed to by the Disclosing Party in writing.
4. **Restrictions:** The Receiving Party undertakes:
  - (a) to not disclose any of the Confidential Information to any third party without the Disclosing Party's prior written consent;
  - (b) to protect the Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in all events will use at least a reasonable degree of care to protect the Confidential Information received by it under this Agreement;
  - (c) to not copy or reproduce in any way (including without limitation, store in any computer or electronic system) any Confidential Information or any documents containing Confidential Information without the Disclosing Party's prior written consent;
  - (d) that its employees who have access to the Confidential Information on a need to know basis will be bound by all the terms of this Agreement and shall execute non-disclosure agreements as restrictive as this Agreement covering the Confidential Information;
  - (e) that it shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Confidential information and which are provided to the Receiving Party hereunder;

*Parvinder*






- (f) that it solely shall not, directly or indirectly, use the Confidential Information to procure a commercial advantage over the Disclosing Party in any manner whatsoever without written permission of the disclosing party.
5. **Term:** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available without violation of this Agreement. All documents and other tangible objects containing or representing the Confidential Information which have been furnished by the Disclosing Party shall be promptly returned, without retaining any copies of such Confidential Information, by the Receiving Party on request of the Disclosing Party or after the business has been concluded or abandoned.
6. **No Warranty:** ALL CONFIDENTIAL INFORMATION IS PROVIDED AS IS, AND NEITHER PARTY GIVES ANY WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ITS ACCURACY, COMPLETENESS OR PERFORMANCE.
7. **Enforcement:** The Receiving Party also agrees that all the provisions of this Agreement shall be specifically enforceable by the Disclosing Party against the Receiving Party and its agents and /or representatives by injunctive and other relief. All the provisions hereof shall survive the end of the term of this Agreement if either party breaches any provision within the time period specified in Section 5.
8. **Compensation:** The Receiving Party acknowledges that monetary damages are not a sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party's undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity. In the event of any breach of the terms and conditions, the Receiving Party shall be liable to pay to the Disclosing Party monetary damages to the extent of loss incurred or damage suffered by the Disclosing Party on account of such breach. In addition, the Disclosing Party shall be entitled to collect the attorney's fees and expenses from the Receiving Party.
9. **Arbitration:** Any disputes between the parties shall be resolved by mutual discussions. Unresolved disputes, if any, shall be subject to resolution by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The language of the arbitration shall be English and the decision of the arbitrators shall be final and binding on the parties. The venue of Arbitration shall be Bangalore, India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, India for any action or proceeding regarding this Agreement.
10. **Governing Law:** This Agreement shall be governed by the laws of India.
11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties

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Bangalore, Karnataka, India  
[sales@birlabs.com](mailto:sales@birlabs.com)

*Prasanna* 

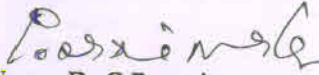
regarding the Confidential Information and supersedes all prior understandings, oral or written between them in respect of the Confidential Information. This Agreement can only be amended by writing signed by both parties.

12. **Counterparts:** This Agreement may be executed in two counterparts that together shall constitute one and the same instrument.
13. **Validity:** If any provision hereof is found by a court to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
14. **Assignment:** Neither party shall have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement without obtaining the prior written consent from the other party.
15. **Waiver:** No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy or power.

IN WITNESS WHEREOF this Agreement has been executed by the duly authorized representative of each Party on the day and year first above written.

For BMS College of Engineering

For BLR LABS Private Limited



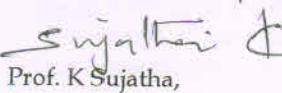
Name: Dr G Poornima  
Designation: Head of The Deapartment



Name: Vivekanand Srikantaiah  
Designation: COO

Witness:

  
1) Dr. Kiran Bailey,

  
2) Prof. K Sujatha,

  
1) Ravishankar Balasubramanian,

  
2) George Jacob,



## Memorandum of Understanding

This Memorandum of Understanding is made on this 19<sup>th</sup> day of February by &

between

Department of Electronics & Communication, BMS College of Engineering, a premier and autonomous Engineering Institution and having its location at Bull Temple Rd, Basavanagudi, Bengaluru, Karnataka 560019 (hereinafter referred to as "INSTITUTION" which expression shall unless repugnant to the context or meaning thereof include its successors in interest and permitted assigns and also its affiliates) of the FIRST PART

and

BLR LABS PVT LTD & its affiliates, having its' registered office at #9/2, Coronet Green Commercial Complex, Second floor (above Big Bazaar), Sarjapur Main Road, Bellandur, Bangalore-560102, (hereinafter referred to as "COMPANY" which expression shall unless repugnant to the context or meaning thereof, include its successors in interest and permitted assigns) of the SECOND PART;

The INSTITUTION and the COMPANY are collectively referred to as "Parties" and individually as "Party".

The INSTITUTION is engaged in offering Undergraduate Postgraduate. PhD/M.Sc (Engineering by Research) degrees in Science, Engineering, Architecture and Management.

The COMPANY is well funded Solutions and Services company providing cutting edge solutions in VLSI, Embedded, IoT solutions & Market research. domain

As part of its vision to enhance the skills of students, build entrepreneurial appetite, innovation to bridge the gap between Industry & academia, the INSTITUTION has invited the COMPANY to identify potential areas of collaboration and work towards a long standing & mutually beneficial partnership. The company intends to reciprocate to collaborate on all these areas & increase its research & solution design capability.

The above goals will be accomplished by undertaking the following activities:

1. INSTITUTION would provide their interested students, researchers, IT infrastructure and LAB facilities to COMPANY in setting up specific training and associated workshops in the areas of VLSI, IoT, idea2Market and Embedded Solutions.
2. COMPANY feels privileged & honored to associate in the noble objectives of the institution and would collaborate to accomplish these objectives by deploying processes, industrial knowhow & resources (including trainees).
3. The scope of collaboration between INSTITUTION and COMPANY for each form of engagement will be captured in the form of an SOW with all commercial & ownership scope articulated in detail.
4. Any innovation disclosures & products derived out of such collaboration will be co-owned by the parties the terms of which will be defined in the SOW.
5. Facilities & its scheduled availability for both internal & external students will be provided by BMSCE as an annexure.

This MOU is at-will and may be modified by mutual consent of authorized officials from the INSTITUTION and COMPANY in written form. This MoU is valid for 2 years from the effective date & can be suitably extended upon mutual consent.

The parties agree to protect the confidentiality clauses agreed to in the associated NDA signed between the parties & honor the terms, conditions & commercials undersigned in every SOW. Any breach of such contractual obligations that affect the trust & integrity of this relationship, the affected party has right to terminate the agreement Suo moto until a reasonable & legally tenable explanation is provided by the party who breaches the spirit of this agreement.

**CONTACT INFORMATION**

**INSTITUTION**

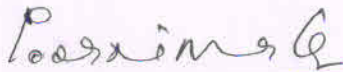
Dr. G. Poornima, PhD  
Associate Professor and Head of Department,  
Department of Electronics and Communication,  
BMSCE, Bull Temple Rd,  
Basavanagudi,  
Bengaluru,  
Karnataka 560019  
+91-9886104485  
[gpoornima.ece@bmsce.ac.in](mailto:gpoornima.ece@bmsce.ac.in)

**COMPANY**

Vivekanand Srikantaiah  
COO,  
BLR LABS PVT LTD,  
#9/2, Coronet Green Commercial Complex, Second floor (above Big Bazaar),  
Sarjapur Main Road,  
Bellandur,  
Bangalore- 560102  
+91-9731269485  
[vivek@blrlabs.com](mailto:vivek@blrlabs.com)

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**INSTITUTION :**



Dr. G. Poornima, PhD  
Associate Professor and Head of Department,  
Department of Electronics and Communication, BMSCE,  
Bangalore

Date :

19/0/18





**COMPANY :**

*[Handwritten signature]*

Date: 20/2/2018

Vivekanand Srikantiah  
COO BLR LABS PVT LTD,  
Bangalore

Witness:

*[Handwritten signature: Kiran Bailey]*

1) Dr. Kiran Bailey,

*[Handwritten signature: Ravishankar Balasubramanian]*

1) Ravishankar Balasubramanian,

*[Handwritten signature: Sujatha]*

2) Prof. K Sujatha,

*[Handwritten signature: George Jacob]*

2) George Jacob,