

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as "MOU") between the following two entities, collectively referred to as "Parties" and each referred to individually as "Party":

1. **Honeywell Technology Solutions Lab Private Limited** (hereinafter referred to as "HTSL") a company incorporated in India and having its registered office at 151/1, Doraisanipalya, Bannerghatta Road, Bangalore 560226, Karnataka, India, which expression shall mean and include its successors in interest and assigns and represented by its Manager, of the first part and
2. **Jawaharlal Nehru Technological University ,Kakinada** and having its office at Kakinada, Kakinada-533003, Andhra Pradesh, India, which expression shall mean and include its successors in interest and assigns and represented by its Representatives, of the second part.

WHEREAS HTSL is engaged in providing technology solutions to its diverse business units in the areas of product development and support and adding significant value in the area of software, hardware engineering and research to its business customers and to drive the internal business process improvements.

WHEREAS University, is one of the National key technical institute recognized for its engineering, research and development excellence, highly trained personnel, research and development facilities.

WHEREAS HTSL and University are interested in entering into a MOU, for taking up initiatives of joint interest.

NOW, THEREFORE, in consideration of the mutual covenants and MOU hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

The following terms, when used in this MOU, shall have the meanings indicated:

- 1.1 "MOU" means this Agreement and shall mean the individual and identified Initiative, from time to time through mutual Agreement and attached as "Statement of Work" and numbered chronologically as Annexure (Schedule I) Each Annexure under Schedule I shall be effective, incorporated into and form a part of this MOU when duly executed by both Parties. If there is a conflict between this MOU and such Annexure under Schedule I, the terms of the Annexure under Schedule I shall govern.
- 1.2 "Initiative" means any collaborative efforts between HTSL and University that is taken up together. Examples of initiatives could include, supporting creation of new lab infrastructure, any sponsored research, support in curriculum development, consultations, trainings. Each initiative as and when decided will be elaborated with statement of work and Annexure as mentioned above.

- 1.3 “HTSL” is a wholly owned subsidiary of Honeywell International Inc. (a Delaware corporation having a place of business at Columbia Road and Park Avenue, Morris Township, Morris County, New Jersey), and includes its parent, predecessors, designees and successors and its divisions, subsidiaries, affiliates and other business units.
- 1.4 “Confidential Information” (“Information”) means any Information disclosed by Parties during the term of this MOU, whether directly or through a third person, concerning its business and technical capabilities, processes or products. This Information may be in the form of documents, electronic media, charts, graphs or other physical form, and also includes oral and visual Information. Confidential Information includes Information gathered by Parties during visits to HTSL offices and University Laboratories as the case may be.
- 1.5 “Invention” includes not only inventions (whether or not patentable), but also innovations, improvements, discoveries, ideas and all other forms of intellectual property (including, but not limited to, copyright works and mask works) – whether or not any of the foregoing constitutes trade secret or other Confidential information; and
- 1.6 “Make” or “Made” when used in relation to Invention includes any one or any combination of (i) conception, (ii) reduction to practice or (iii) development of an Invention and is without regard to whether a sole or joint inventor.
- 1.7 “Party” or “Parties” mean HTSL or University or both of them.
- 1.8 “Representative” means a Party’s Directors, Dean, Managers, Faculties, Students, Researchers, Attorneys, Financial advisors, or any employee(s) duly authorized.
- 1.9 “Technologies and Products” shall mean the technologies and products already developed by a specified Party prior to the initiation of the activities under this MOU in either Party.
- 1.10 “Effective Date” shall mean the period as stated in clause 8.1.

2. ACTIVITIES AND OBLIGATIONS OF HTSL

- 2.1 HTSL may, as may be necessary, and as appropriate to the initiative provide equipment to be located at University. Equipment acquisition may be in the form of a) equipment purchased by and shipped to University, at HTSL’s expense, or b) equipment contracted by HTSL for delivery to University, through third party at HTSL’s expense, or c) specific financial contribution to University for the purchase of equipment d) Specifications or guidance to enable the University to procure the equipment. The disposal of such equipment after the completion of the MOU shall be as follows:
 - 2.1.1 After the completion or termination of this MOU, the disposal of equipment that are provided or paid for by HTSL will be at the sole discretion of HTSL, except those that are mentioned in 2.1.2 below.
 - 2.1.2 Irrespective of any other provisions or conditions, any equipment or other item procured by availing of preferential duties, taxes or other specific facilities offered or available to University, in particular or as an educational institution in general shall remain the permanent property of University. However, University shall provide access

to HTSL personnel to use such equipment for 5 (five) years after the termination of this MOU, with prior permission.

- 2.2 HTSL shall provide any other support to University specific to the Initiative as mentioned in the Annexure.
- 2.3 HTSL shall assign suitable personnel to participate in the activities envisaged under this MOU.

3. ACTIVITIES AND OBLIGATIONS OF UNIVERSITY,

- 3.1 University shall act as the host institution under this MOU, in a professional and agreed upon manner and as per agreed time schedules.
- 3.2 University shall assign suitable Faculty Member/Members/Research Scholars to be associated under this MOU or as per the Initiatives indicated in the appropriate Annexure.
- 3.3 The information (hard copies, help files, screens, and digital media of all kinds) that could accompany HTSL products and are not normally available for public access from HTSL websites would be covered under variety of intellectual property protections schemes like patents, trade secrets, copyright etc. Any publication arising out of the work using Honeywell products that could include extracts from above materials or information or pictures or mention of Honeywell name or the mention of use Honeywell products would need to be reviewed with Honeywell before its publication. Also none of the Honeywell proprietary information can be put on a publicly accessible website. Any sharing in an intranet environment that would allow access to this information beyond the students and faculty needs to be checked with Honeywell.
- 3.4 Any intellectual property protection requirements other than the inclusions above will be covered through additional Annexure specific to the Initiative.
- 3.5 University agrees that they will indemnify HTSL against all losses arising directly out of willful negligence or breach of this MOU on the part of University, its officials, students, Faculty Members, Research Scholars and Assistants, and shall take every possible care to ensure that the innovations or intellectual property developed under this MOU do not infringe upon the properties of third parties other than the Parties of this MOU.
- 3.6 University agrees that they will indemnify HTSL against all losses arising from improper handling or use of any products supplied by Honeywell that is against the recommended practice.
- 3.7 University shall not:
 - 3.7.1 allow access or usage of Honeywell supplied products to non-university personnel.
 - 3.7.2 allow the usage of these products to produce results for commercial reasons.
 - 3.7.3 allow access to the products, information about products or results arising out of the products to Honeywell Competitors or someone acting on their behalf either directly or indirectly.

- 3.8 The rights of the Parties with respect to the intellectual property under this MOU shall be indicated in the additional documents for each initiative.

6. CONFIDENTIALITY

- 6.1 In order for the Parties to realize the full potential of the spirit of this MOU, it may be necessary for Parties to disclose to each other's information, which is Confidential and Proprietary. Parties agree that Confidential Information will be used by the receiving Party only for its intended purpose and the receiving Party will:
- 6.1.1 Hold any and all Confidential Information received pursuant to this MOU in confidence and not disclose such information to third parties without the written consent of the Party providing the Confidential Information,
 - 6.1.2 Shall protect Confidential Information disclosed to it using the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized use, dissemination or publication of such Information as Parties use to protect its own proprietary Information of a like nature.
 - 6.1.3 Limit the disclosure of Confidential Information to those scientists, employees, officers, Faculty Members, Research Scholars and Assistants who need such access for purposes of this cooperative effort and also have an appropriate written Confidentiality Agreement with every such employee, student, Research Scholar sufficient to enable it to comply with all obligations hereunder and
 - 6.1.4 Not duplicate unnecessarily or use Confidential Information in any manner other than for the benefit envisaged under this MOU, except where mutually decided otherwise or as required by law.
- 6.2 Exceptions: Parties shall not be subject to the restrictive obligations herein as to the use or disclosure of any information which can be shown by documentary evidence:
- 6.2.1 To have been in the possession of the receiving Party prior to disclosure thereof by the other Party,
 - 6.2.2 To be or to have become, through no lapse on the part of the receiving Party, part of public knowledge or literature,
 - 6.2.3 To have lawfully become available, without limitation as to its disclosure, from an outside source, or
 - 6.2.4 To have been developed by personnel of the receiving Party independently of any Confidential Information received from the other Party.
- 6.3 The obligations of Confidentiality set forth above shall terminate three (3) years from the date of expiration or termination of this MOU for which the Confidential Information was provided.

- 6.4 Warranty: Parties warrant that they believe they have the right to disclose any Information, under this MOU, free of all claims of third parties. Each Party agrees that such disclosure will not breach or conflict with the Confidentiality provisions of any other Agreement(s) it has with third parties.
- 6.5 Disclaimer of Warranty: The Information disclosed is in “as is” condition and no representation or warranty is made with respect to its accuracy, usefulness, or reliability provided that no intentional misrepresentation is being made through this disclosure.
- 6.6 Return of Information: All documents or other materials delivered hereunder is Proprietary Information and any copies thereof are and remain the property of Parties and shall be promptly returned or destroyed, with certification of destruction, at other Party’s option, upon expiration of this MOU or upon Parties’ written request. However, the legal department of Parties may keep one set of copies for the purpose of record only.

7. MANAGEMENT AND ADMINISTRATION

A Team, with representation from HTSL and University, shall be constituted for policy decisions, administrative oversight and overall direction. The Manager of HTSL or his nominee shall be the Chairperson of the Team. The Team shall be responsible for overseeing all the activities, tracking, coordination, and implementation under this MOU.

8.0 TERM & TERMINATION

- 8.1 The Term of this MOU shall be effective from date signed by both the Parties and remain valid for a period of four (4) years unless extended further by mutual written Agreement or Letter of Intent. This MOU could be terminated earlier pursuant to Clause 8.3 in which case the Term of the MOU shall be such extended or truncated period.
- 8.2 Except as expressly provided otherwise, this MOU shall terminate on the expiry of the Term of this MOU.
- 8.3 This MOU may be terminated by either Parties by giving 60 days prior written notice of its intention to terminate, provided however that termination by either of the Parties shall not relieve that Party of its obligations, accrued prior to such termination under this MOU or otherwise.
- 8.4 The Term of this MOU may be extended, for such further period(s) and under such condition(s) as may be jointly agreed between the Parties.

9. SETTLEMENT OF DISPUTES

Parties mutually agree that the Parties shall attempt through mutual discussions to resolve any disputes, which may arise between them with regard to the activities envisaged under this MOU. In case the disputes cannot be resolved through such discussions and negotiations within 90 days, the Parties shall submit these disputes to arbitration by a group consisting of the Representatives of University and HTSL in the said context at the relevant point of time. Failing resolution of the dispute by such a group, Indian Arbitration and Conciliation Act, 1996, as in force at the commencement of the arbitration shall guide the arbitration. Such arbitration will be held in India having exclusive Jurisdiction in Bangalore Courts. The award of such arbitration shall be final and binding both the Parties. Arbitration shall not overrule the right of any of the Parties

to termination as per clause 8.3 nor relieve the Parties of their respective Activities and Obligations as enumerated in clause 2 through 6.

10. NON DISCLOSURE OF MOU

Parties shall not publicly announce or disclose the existence of MOU, terms or conditions, or advertise or release any publicity regarding this MOU without the prior written consent of the other party. This provision shall survive the expiration of this MOU.

11. REMEDIES

The Parties acknowledge and agree that unauthorized use or disclosure of Confidential Information or this MOU may result in irreparable harm to the Discloser and agree that in the event of such use or disclosure, the Discloser may be entitled to injunctive relief as may be available at law or in equity.

12. FORCE MAJEURE

Neither Party shall be held responsible for non-fulfillment of their respective obligations under this Agreement due to the exigency of one or more of the force majeure events such as, but not limited to, acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, provided that on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence and cessation of any such events, the Party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the force majeure conditions continue beyond two months, the Parties shall then mutually decide about the future course of action.

13. ENTIRE MOU

This MOU contains the entire understanding between the Parties relative to the receipt; use and protection of proprietary Information received under this MOU and supersedes all prior and collateral communication, reports, and understandings between the Parties with respect thereto.

14. APPLICABLE LAWS

This MOU shall be construed, interpreted and governed by the Commercial Laws of Republic of India.

15. ASSIGNABILITY

The rights and licenses granted under this MOU to University may not be assigned, transferred or subcontracted, without HTSL's prior written consent, and any attempt to do so shall be void. HTSL may assign this Agreement and/or any of its rights or obligations to any Honeywell Entity, without your consent and upon written notice to University.

16. ADDRESSES OF THE PARTIES AND COMMUNICATION

All notices and other communications required or permitted under MOU shall be deemed to be properly given when given in writing and sent by Express Mail or hand-delivered or transmitted by facsimile and confirmed by mail, postage prepaid, to the

Honeywell Technology Solutions Lab Pvt Ltd and JNTU-Kakinada

designated Party at the addresses set below, or at such other address as the receiving Party may in writing designate from time to time for these purpose.

To: University:

Prof. Allam Apparao
Vice Chancellor, JNTU
Kakinada, Kakinada-533003,
Andhra Pradesh,
India,

To: HTSL

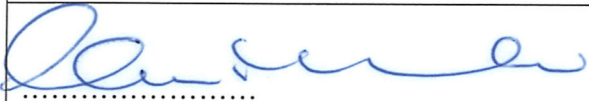
Nandakumar,
Chief Financial Officer
Honeywell Technology Solutions Lab Pvt. Ltd.
151/1, Doraisanipalya,
Bannerghatta Road,
Bangalore- 560226, India.

CC: Suprio Dasgupta,
General Counsel
Honeywell Technology Solutions Lab Pvt. Ltd.
151/1, Doraisanipalya,
Bannerghatta Road,
Bangalore- 560226, India.

17. CHANGES

No change can be made to this MOU without writing signed by both Parties. Additions, deletions and/or alterations to this MOU may be effected with the written MOU of all the Parties to this MOU concerning the changes. Documents containing such additions, deletions and/or alterations and signed by all the Parties shall form addenda to this MOU, and be deemed to be part of this MOU.

IN WITNESS WHEREOF, the parties signed by all the Parties to this MOU at HTSL, Bangalore and have caused this MOU to be executed in multiple original copies by their respective duly authorized representatives.

Honeywell Technology Solutions Lab Pvt. Ltd.	Jawaharlal Nehru Technological University, Kakinada
 Dr. Krishna Mikkilineni President and Managing Director, Honeywell Technology Solutions Lab Private Limited, 151/1, Doraisanipalya, Bannerghatta Road, Bangalore 560 226, Karnataka, India. Date: _____	 Prof. V. Ravindra Registrar Jawaharlal Nehru Technological University, Kakinada Kakinada -533003 Andhra Pradesh , India Date: _____

**SCHEDULE I
ANNEXURE I**

STATEMENT OF WORK

I. DESCRIPTION OF THE INITIATIVE

HTSL shall sponsor an “Industrial Process Automation, Simulation & Optimization Lab “for the Btech & MTech students (consisting primarily of wide variety of Software’s, Computing Hardware and some basic Automation Hardware)

II. OBLIGATIONS OF HONEYWELL

- 1) Sponsor and provide the core lab infrastructure (all Software and Server Hardware that will host the software) for the Initiative
- 2) Provide need based support in designing the Syllabus and Curriculum (theory and practical).
- 3) Training the faculty to familiarize with the software and systems and to help in leveraging the lab infrastructure in the context of delivering the courses to the students.
- 4) Participate in Board of Studies as required.

OBLIGATIONS OF UNIVERSITY

- 1) HTSL shall be given first option to select the MTECH students.
- 2) Meet the licensing obligations of the software and hardware provided
- 3) Any ongoing support required for the Hardware and Software shall be borne by the University
- 4) Design of Curriculum
- 5) Design of the Lab and to provide proper environment for using the hardware and software.

III. LOCATION

Jawaharlal Nehru Technological University, Kakinada
Kakinada-533003,
Andhra Pradesh,
India

IV. NOMINATED PERSONNEL

Honeywell:

Name: B.V. Krishna Reddy
Designation: Leader - Operations
Contact Details:
Plot no 11, Survey no 115, Road No 2
IT Park, Nanakramguda, Gachibowli, Serilingampally Mandal
Hyderabad – 500019

JNTU-Kakinada:

Honeywell Technology Solutions Lab Pvt Ltd and JNTU-Kakinada

Name: Dr. K Padma Raju
Designation: Director Industry Institute Interaction, Placements and Training
JNTU-Kakinada
Kakinada : 533003

V. ESCALATION CHART

Honeywell:

N. Srinivasa Raghavan
Site Leader
Honeywell Technology Solutions Lab
Plot no 11, Survey no 115, Road No 2
IT Park, Nanakramguda, Gachibowli, Serilingampally Mandal
Hyderabad – 500019

JNTU-Kakinada:

Name: Prof. Allam Apparao
Designation: Vice Chancellor
JNTU-Kakinada
Kakinada : 533003

VI. ADDITIONAL TERMS AND CONDITIONS:

- 1) This Agreement may only be changed or added to by a written variation referencing this section, agreed and signed by an authorised representative of both Parties.
- 2) This Agreement, together with the Exhibits, and attachments hereto, contains the entire agreement between the Parties and supersedes any prior or inconsistent agreements, negotiations, representations and promises, written or oral between the Parties respecting the subject matter hereof.

VII. WAIVER:

Not Applicable

Honeywell Technology Solutions Lab Pvt. Ltd.	Jawaharlal Nehru Technological University, Kakinada
 Dr. Krishna Mikkilineni President and Managing Director, Honeywell Technology Solutions Lab Private Limited, 151/1, Doraisanipalya, Bannerghatta Road, Bangalore 560 226, Karnataka, India. Date: _____	 Prof. V. Ravindra Registrar Jawaharlal Nehru Technological University, Kakinada Kakinada -533003 Andhra Pradesh , India Date: _____