

BY AND BETWEEN

Nokia Solutions And Networks India Private Limited, a corporation validly organized and existing under the laws of India, having its registered office at 1507, Regus Business Centre, Eros Corporate Towers, Level 15, Nehru Place, New Delhi -110019 (hereinafter referred to as "NOKIA"), which expression shall unless repugnant to the context, be deemed to include its successors in interest and assigns of the one part

And

JSS Science and Technology University, established under JSS Science and Technology University Act No.43 of 2013 of Government of Karnataka (Notified vide Letter No. ED 84 URC 2014 dated 16.01.2016, **having its registered office at JSS Technical Institutions Campus, Mysuru** (hereinafter referred to as "**JSS STU**"), which expression shall unless it be repugnant to the contrary shall include its affiliates, successors and permitted assigns; on the second Part

In this MoU, NOKIA and JSS STU, are individually referred to as a "Party" and collectively as the "Parties".

Preamble

NOKIA is a company engaged in manufacturing, supplying and services of networks equipment, terminals, accessories and connectivity solutions.

JSS STU is an education institute, which is recognized for its strength in research and education in instrumentation, computer science, and electronics engineering.

The Parties agree, in principle, to enter into negotiations on developing an agreement (hereinafter referred to as the "AGREEMENT") whereby NOKIA and JSS STU may agree to collaborate in India to develop curriculums or any other mutually agreed activities (hereinafter referred to as the "PROJECT").

The PARTIES wish to work together over the term of this MoU to set the format and exact details of this collaboration. Therefore, this MoU sets forth the mutual understanding of the Parties concerning the outline of this AGREEMENT as well as the basic principles in this regard.

1 Understanding and Principles

- 1.1** The PARTIES intend to work together during the term of this MoU to collaborate on Learn with Nokia program, develop project prototypes and Nokia designed curriculum elective (2/3 credits) offered under the name Nokia course. Accordingly, both Parties shall work together on developing and shaping the curriculum guided by Nokia technological focus.

NOKIA's role may include

- a) Nokia experts on the Board of Studies of Department to shape the engineering curriculum to reflect latest industry development.
- b) Deliver lectures to students by Nokia tech experts, curriculum based course offering and experiential learning.
- c) Mentoring with hands-on learning, prototyping and student projects.
- d) Chairing technical symposiums, mentoring students and delivering keynote addresses at the university campus.
- e) NOKIA may provide internship to students of JSS STU at its sole discretion and which can jointly be decided and agreed between JSS STU and NOKIA.

JSS S&TU, role may include

- a) Actively work to set up proper framework, organization and implementation of the process, scope and content of overall education standards mutually agreed upon with NOKIA.
- b) Scheduling, delivery and rollout of learn with Nokia programs. distribution and dissemination of information, knowledge and materials through the courses are as per mission of JSS STU and agreed with Nokia.
- c) Fully implement the agreed training and material into its relevant technical curriculum, including but not limited to, integrating NOKIA programs teaching methods and certification of technical topics into the appropriate courses.

1.2 For the term of this MOU, JSS STU shall have the privilege of

- a) Aligning the course curriculum jointly along with Nokia experts.
- b) Define the criteria for selection of students to participate into Nokia program under this collaboration.
- c) Participation in joint events and exhibitions where applicable and approved by NOKIA.
- d) Define the methodology of evaluation and criteria for elective course offered by NOKIA.

1.3 The Parties agree to disclose their intention to collaborate on PROJECT(S). It is clarified that the use of the other Party's trademark (including name/logo) will be subject to prior approval of the other Party and the relevant brand guidelines shared by other Party. However, details of this MoU are not intended to be disclosed. All disclosures shall be mutually agreed upon in written form before such disclosure and Information not agreed to be disclosed shall continue to be subject to the Non-Disclosure Agreement dated 15th March 2018 executed by and between the Parties.

1.4 The Parties intend to realize the AGREEMENT according to a time schedule that will be mutually discussed and agreed between the Parties.

2 Legally binding provisions

- 2.1** The Parties shall not be contractually or legally committed to concluding the AGREEMENT.
- 2.2** Each Party shall bear its own - internal and external - costs connected with the activities and Project within the defined collaboration scope.
- 2.3** Either of the Parties shall be entitled to terminate the MoU at any time without stating the reasons by issuing a written notification to this effect to the other Party.
- 2.4** Each Party shall use any Information which it receives from the other Party during the course of implementation, only for the purposes for which it has been provided and subject to the terms of Non-Disclosure Agreement dated 15th March 2018 by and between the Parties (where the term 'Information' has the meaning ascribed to it under the aforesaid Non Disclosure Agreement dated 15th March 2018)

- 2.5 All disputes and disagreements arising out of the matters under or connection with this MoU shall, in the first instance, be resolved through mutual discussions/negotiations. Any dispute, which is not so settled by mutual discussions/negotiations, shall at the option of either Party and, upon written notice to the other Party, be referred for settlement through arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 ('Act') and rules thereto. Arbitration shall take place at New Delhi, India by a sole arbitrator appointed by mutual consent or failing such mutual consent, in accordance with the Act and rules thereto and the proceedings shall be held in English language.
- 2.6 Additions and amendments to this MOU shall only be valid if made in writing. The requirement of the written form can as such only be waived in writing. The PARTIES shall have no right to assign their interests in this MOU.
- 2.7 This MoU shall come into force upon signature by both Parties with effect from the Effective Date and shall automatically terminate three (3) years from the Effective Date or at such time as the present MoU is expressly superseded by a subsequent agreement between the Parties hereto, whichever is earlier.
Notwithstanding the above, the rights and obligations set forth in this MoU which have accrued prior to termination shall survive the termination or earlier expiration of this MoU for a period of five (5) years.
- 2.8 The language of this MOU and relationships ensuing there from shall be English. All correspondences, documents, data, or any other form of communication shall be in English.
- 2.9 This MOU is intended solely for the benefit of the Parties and nothing in it shall be construed to create any duty to, standard of care with reference to, or any liability to, or confer any right of suit or action on any person not a party hereto.
- 2.10 Neither Party shall be liable to each other in contract, tort or otherwise, for any indirect, special, consequential or incidental damages, costs or expenses, howsoever arising under or in connection with this MoU. Since this MoU only records the proposed understanding between the Parties, both Parties shall not have any liability under this MoU to each other, except under (i) the non-disclosure agreement dated 15th March 2018 executed between the Parties and (ii) in case of gross negligence or wilful default. Not with standing anything to the contrary,

NOKIA's liability under or in connection with this MoU shall not exceed INR One (1) lakh.

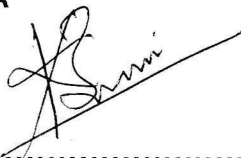
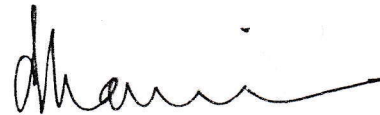
2.11 This MOU shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon any Party. No Party shall have any right, power, or authority to enter into any agreement or undertaking for, to act on behalf of, to act as or be an agent or representative of, or to otherwise bind, the other Party.

IN WITNESS WHEREOF the Parties have executed this MOU on 18/02/2021, in two (2) or more counterparts, all of which shall be considered one (1) and the same MOU and each of which will be deemed an original.

For and on behalf of

NOKIA

JSS Science and Technology University

Name : **Ponni K**
Title: Mobile Networks Telco Cloud & SRN
Lead, Nokia Bangalore University
Collaboration Lead

Name : **Prof Dr S A Dhanaraj**
Title : Registrar

Nokia Solutions and Networks India Private Limited




Name : **Rajesh Krishna**
Title: Nokia Bangalore Technology Center
Controller

Name : **Prof. Siddaramaiah**
Title : Dean Research

Received the original copy of the MoU from Prof. Yeshwanth, Dept of E&C, JSS&TU on 12/07/2021. Submitted to office of The Deputy Registrar.

[Signature]
12/07/2021.