

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 16/06/2022

Certificate No. EAP2022F19



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 91461592



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: National council for Cement and building Materials
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village : Ballabgarh District : Faridabad State : Haryana
Phone: 87*****42



Buyer / Second Party Detail

Name : Livnsense Technologies Pvt Ltd
H.No/Floor : X Sector/Ward : X LandMark : X
City/Village: Bengaluru District : Bengaluru State : Karnataka
Phone : 87*****42

Purpose : MEMORANDUM OF UNDERSTANDING

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



Date: 16th JUNE 2022

Memorandum of Understanding

between

National Council for Cement and Building Materials
(NCCBM)
Ballabgarh, Haryana

and

Livnsense Technologies Pvt. Ltd.
(Livnsense)
Bengaluru, Karnataka

National Council for Cement and Building Materials (here in after referred to as the "NCCBM", Which is a premier Research and Development Organization, under the administrative control of Ministry of Commerce & Industry, Govt. of India and a society under the societies Registration Act, 1860, as amended time to time with inter alia objectives and has been rendering services to the Cement, Concrete, Construction and Building Materials industries for about 60 years and having its main lab at 34 Km Stone, Delhi-Mathura Road (NH-2), Ballabgarh -121 004, Haryana state,

MoU between NCCBM and LIVNSENSE

AV



(INDIA) represented by its Director General (which expression shall, where the context so admits, be deemed to include its successors, executors and permitted assigns) of the First Party

AND

Livnsense Technologies Pvt. Ltd. (Livnsense, hereinafter referred to as Second Party), an organization established under the laws of India with company registration no. U72900KA2018PTC110281, whose registered office is at 247, Rainbow Drive, Sarjapur Road, Bangalore-560035 represented by its CEO (which expression shall, where the context so admits, be deemed to include its successors, executors and permitted assigns). Both NCCBM and Livnsense are referred to individually herein as a "Party" and collectively as the "Parties"

Article 1 – Broad Areas of Cooperation

NCCBM and Livnsense agree to foster collaboration between the organizations to collaborate in developing and demonstrating artificial intelligence, machine learning and related technologies for cement industry. Accordingly, NCCBM and Livnsense agree to the following understanding amongst themselves:

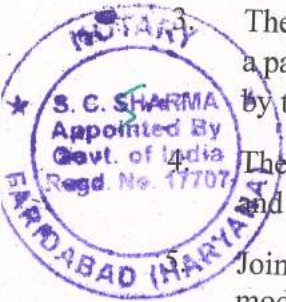
1. Collaborate for sharing technical expertise, as and when required on case to case basis as per the mutually agreed terms and conditions in the separate commercial agreements.
2. Collaborate for research, development, pilot demonstration and deployment of the AI/ML based models in cement plants.

There shall be no financial obligations on either of the parties. The expenditure incurred by a party towards R&D, demonstration and deployment of AI/ML based models shall be borne by the respective parties.

The expenditure on travel of officials of party to the other party's offices, to cement plants and any other place shall be borne by the respective parties of that official.

Jointly file patent and get joint Intellectual Property (IP) rights for the developed model/technology/product/process/system/platform for cement industry.

6. The parties will ensure confidentiality of data collected from cement plants and shall not use/share the same for any other purpose/with any other party.
7. The revenue generation from the paid subscription of the developed AI/ML based models in cement industry to be worked out on mutually agreed basis. Separate commercial agreement to be signed between the parties on mutually agreed terms and conditions. Similar, Tripartite agreements of both the parties with cement plant(s) to be signed on mutually agreed terms and conditions.
8. Jointly write journal papers, conference papers and other material to publish the results of the work.
9. Jointly participate in webinar, seminar, symposia, conferences, workshop, stalls or other similar means like website etc. for publicizing the developed products and applications to cement industry.





10. NCCBM and LivnSense will publicize and explore markets for jointly developed digital solutions.
11. Explore possibility for:
 - i. internship by LivnSense for the students undergoing PG Diploma courses in cement technology or undergoing internship at NCCBM to train them for data science.
 - ii. set up an AI Centre of Excellence under NCCBM in future.

Article 2 – Entire MoU and Amendments

1. This MoU represents the entire understanding between NCCBM and LivnSense and supersedes all understanding either oral or in writing hitherto with respect to the subject matter of the MoU.
2. No amendments or modification of MoU shall be valid unless same is made in writing and signed by the parties. The modification /changes shall become part of the MoU from the date on which they are made/executed, unless otherwise agreed to.

Article 3 – Communication

Each party shall appoint one of its official to coordinate the projects on its behalf. The coordinator, thus appointed, will periodically review and identify ways to strengthen cooperation between the two parties. Any communication or notice or intimation shall be addressed to the Nodal contact of the respective parties and sent to the registered address. All communication sent by e-mail, tele - fax, registered airmail shall be deemed to be sufficient unless otherwise agreed.

Article 4 – Intellectual Property Rights Sharing

All Intellectual Property (IP) that is developed or generated under this MoU for cement industry will be secured and protected by taking all suitable steps by the parties and will be consistent with officially laid down IP policies of the two parties. NCCBM and LivnSense will be the joint owners of the IP and concerned individuals from NCCBM and LivnSense shall be the co-inventors.

Modalities of non-exclusive commercial exploitation, licensing out IP developed or generated under this MoU to any other third party, sharing economic benefits arising out of such commercial exploitation etc. will be finalized separately through mutually agreed terms and conditions.

3. Prior to the publication of the results, all patentable invention/result contained therein, the same shall be filed for patent.

Article 5 – Force Majeure

Neither of the party shall be responsible or liable for any failure to perform any of the terms and conditions of the present agreement, due to unforeseen circumstances or causes beyond the reasonable control of either party, including but not limited to acts of god, war riot, embargoes, acts of civil or military actions, fires, floods, accidents, terrorist activities, strike, quarantine, civil commotion, action of government in its sovereign capacity or shortage of transportation.



Article 6 – Validity

The Memorandum of Understanding (MoU) will enter into force on the date of its signing and will remain valid for **five (5) years**. However, commercial agreements concluded under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned parties. The validity of this MoU can be further extended with the mutual consent of the parties in writing.

Article 7 – Termination of MoU

The MoU can be terminated by either party by giving a written notice of **three calendar months** to be issued and dispatched through registered post. The notice is to enable the parties here to assess the monetary impact and such other related impinging on the interest of the both parties by mutual consent. However, commercial agreements concluded under this MoU shall continue to be valid till end of contracting obligations and responsibilities of the concerned parties.

Termination will be effective, subject to honoring of any Financial/technical/ administrative commitments till the date and receipts of notice of termination.

Article 8 – Dispute Resolution & Arbitration

In the event of any dispute or difference between the parties here on, such disputes or differences shall be resolved amicably by mutual consultation. Director General, NCCBM and CEO, LivnSense will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility. If the resolution of dispute as envisaged above fails, then the applicable law under Arbitration & Conciliation Act, 1996 shall be resorted to for dispute resolution, if any.

Article 9 – Others

Objective of this MOU is to facilitate the establishment of channels of communication that permit the creation and interchange of information, as well as scientific, technical, financial and institutional collaboration. Both Parties agree that a comprehensive “Partnership Agreement” will be worked out at an appropriate time as the engagement between them matures / Partnership Agreement for each specific project clearly defining each partners role and responsibilities.

Article 10 – Addresses of the Parties and Communication

All notice and other communication required of permitted under this MOU shall be deemed to be properly given when in writing and sent by registered post, by facsimile and confirmed by mail postage prepaid, to the designated party at the addresses set below, or at such other address as the addressee-party may in writing designate from time to time for these purposes.

The undersigned being duly authorized thereto have signed this Memorandum of Understanding.



AS



SIGNED at NCCBM on this 16 day of June 2022 in two originals in the English language.
Balabgarh

<p>Signed by On behalf of National Council for Cement and Building Materials (NCCBM).</p> <p><u>Bibekananda Mohapatra</u> Dr. Bibekananda Mohapatra DG, NCCBM</p> <p>Dr B N Mohapatra Director General National Council for Cement and Building Materials 34 KM Stone, Delhi-Mathura Road Ballabgarh-121 004</p> <p>Date: <u>16/06/2022</u></p> <p>Witness: <u>M.V. Farooq</u> <u>16/6/22</u></p> <p>Name & Address: <u>M.V. Ramachandran Rao</u> <u>NCCBM, Ballabgarh.</u></p> <p>Signature: <u>M.V. Farooq</u> <u>16/6/22</u> Date: <u>16-6-22</u></p>	<p>Signed by on behalf of Livnsense Technologies Pvt Ltd. (Livnsense)</p> <p><u>Avnish Kumar</u> Shri Avnish Kumar CEO, Livnsense Technologies Pvt. Ltd</p> <p>Date: <u>16th JUNE 2022</u> <u>For LivNsense Technologies Pvt. Ltd.</u></p> <p>Witness: <u>Rakesh Kaur</u> <u>Director</u> <u>16/06/2022</u></p> <p>Name & Address: <u>Rakesh Kaur</u> <u>Livnsense Technologies, Bangalore</u></p> <p>Signature: <u>Rakesh Kaur</u> Date: <u>16.06.2022</u></p>
---	---

Director

For Livnsense Technologies Pvt. Ltd.



Attested as Identified

Sharma
NOTARY PUBLIC
Faridabad (Haryana)

16 JUN 2022