

MEMORANDUM OF UNDERSTANDING

Between

Kaveri University | Gowraram, 502279, Telangana, India

hereinafter referred to as »Kaveri«

And

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V. | Hansastrasse 27c,
80686 München, Federal Republic of Germany

as legal entity for its

Fraunhofer Institute for Telecommunications, Heinrich- Hertz- Institut | Einsteinufer 37, 10587
Berlin, Federal Republic of Germany

hereinafter referred to as »Fraunhofer«

hereinafter collectively referred to as »Parties«

Preamble

The Fraunhofer-Gesellschaft, headquartered in Germany, is the world's leading applied research organization. With its focus on developing key technologies that are vital for the future and enabling the commercial exploitation of this work by business and industry, Fraunhofer plays a central role in the innovation process. As a pioneer and catalyst for groundbreaking developments and scientific excellence, Fraunhofer helps shape society now and in the future. Fraunhofer-Gesellschaft currently operates more than 70 institutes and research institutions throughout Germany.

For the most part, Fraunhofer-Gesellschaft's contract research revenue is derived from contracts with industry and from publicly financed research projects. International collaborations with excellent research partners and innovative companies around the world ensure direct access to regions of the greatest importance to present and future scientific progress and economic development. With its clearly defined mission of application-oriented research and its focus on key technologies of relevance to the future, Fraunhofer-Gesellschaft plays a prominent role in the German and European innovation process.

Kaveri University's strength lies in its deep collaboration with Kaveri Seeds research institutes and its unique interdisciplinary approach - integrating both physical and social sciences with cutting-edge technologies from the Fourth Industrial Revolution (4IR), including digital innovation and data-driven solutions. This powerful synergy enables the swift translation of scientific breakthroughs into both academic learning (education) and real-world (practical) application. As the youngest technical university with a strong focus on modern agriculture, Kaveri University places sustainability at the heart of the research mission. From curiosity-driven fundamental science to scalable, science-based solutions, we connect every-link in the knowledge chain to tackle global challenges. Aligned with the Sustainable Development Goals (SDGs), we are committed to building transformative pathways that contribute to a more resilient, inclusive, and sustainable future.

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Fields and forms of Cooperation

Kaveri and Fraunhofer intend collaborate on joint research and development activities in the following key areas:

- Digital Agriculture and Smart Farming Technologies
- Artificial Intelligence for Digital Agriculture
- Platform-based digital agriculture systems
- Digital twins in agriculture
- Sensor Technologies and IoT for Real-Time Farm Monitoring
- Robotics and Automation in Agri-Tech
- Digital Agroecology
- Decision support systems in agriculture
- Human-centered digital agriculture

The specific scope and funding of each individual research and developmental activity shall be determined and mutually agreed upon by both parties on a case-by-case basis. Unless explicitly agrees otherwise, each party will bear its own costs related to the implementation of this Memorandum of Understanding, including 0 but not limited – expenses incurred in the planning, preparation, and execution of collaborative projects.

The cooperation between Kaveri and Fraunhofer may include, but is not limited to, the following areas:

- (1) Exchange of information to facilitate the development of joint research projects,
- (2) Inviting scholars to participate in conferences, symposia and academic lectures
- (3) Exchange programs for scientists, researchers and students,

- (4) Joint publicly funded research projects in the fields outlined above
- (5) Contract research carried out by Fraunhofer on behalf of Kaveri, based on individually negotiated research and developmental agreements
- (6) Other forms of collaboration, as mutually agreed upon by both parties

The Parties may also agree to include third-party participation in joint projects, subject to mutual consent. The Memorandum of Understanding established a non-exclusive relationship between the Parties. Both Kaveri University and Fraunhofer remain free to enter into other agreements or collaborations with third parties at their discretion. Under this MoU shall be non-exclusive and all Parties are free to pursue other agreements or collaborations of any kind with any third party.

For purposes of this MoU, the contact person for Kaveri is:

Dr. Praveen Rao Velchala

For purposes of this MoU, the contact person for Fraunhofer is:

Dr. Sebastian Bosse

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Terms of Cooperation

This MoU outlines the intent of the Parties to explore and collaborate on future joint projects. It is expressly understood that this MoU is not legally binding and does not, in itself, establish enforceable rights or obligations with respect to specific projects. Any collaboration arising from this MoU will be governed by separate, written project agreements, mutually negotiated and signed by both Parties. Each project agreement will define, among other things: (i) The scope and nature of the research and developmental activities; (ii) Specific roles and responsibilities of each Party; (iii) Terms relating to intellectual property rights; (iv) Confidentiality and data protection; (v) Liability and indemnification; (vi) Applicable governing law; and (vii) Any other relevant terms and conditions.

With both Parties express a willingness to cooperate, this MoU does not create any obligation to share information, enter into any specific project, or commit resources unless agreed upon in a formal agreement.

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Confidentiality

3.1

For the purposes of this MoU, confidential Information refers to any information disclosed by one Party to the other during the term of this MoU – Whether orally, in writing, electronically, or in any other form – in connection with the objectives of this MoU, and explicitly designated as confidential at the time of disclosure. (The term »Information« includes, but is not limited to, written documents, prototypes, software, templates, substances, and any other tangible or intangible materials).

3.2

The contracting Parties agree to maintain the confidentiality of any Confidential Information received from the other Party. Such information shall be used solely for the purposes outlined in this MoU and take all appropriate and reasonable measures to prevent third parties from accessing such information.

- a) The contracting Parties may not disclose to third parties either in whole or in part any of the Confidential Information received by the other Party without the prior written consent of the disclosing Party given in writing or via email. The internal disclosure of Confidential Information on the part of a contracting Party is permitted only insofar as this is required for the Purposes of this MoU (on a »need to know« basis) and it is assured that employees receive the Confidential Information only if they are obliged to equivalent confidentiality within the legal

possibilities.

- b) The contracting Parties agree not to exploit any received Confidential Information of the respective other contracting Party without the prior written consent of the disclosing Party, and specifically not to file any industrial property registrations. Proprietary, license and usage rights to Confidential Information of the disclosing party, the know-how related thereto or any industrial property rights registered or granted thereon will not be granted on the basis of this MoU. The disclosure of any Confidential Information will not establish any right based on prior use rights in favor of the receiving Party.
- c) Without the prior written consent of the respective other contracting Party, the contracting Parties are not entitled to copy the Confidential Information received by the respective other contracting Party, either in whole or in part, unless such action is required for the Purposes of this MoU.
- d) At the request of the disclosing Party, which must be made in writing no later than three (3) months after the expiration of this MoU, all received Confidential Information of the disclosing Party and any copies made thereof must be either returned or, upon mutual agreement between the Parties, destroyed/deleted, within fourteen (14) days following the request.
- e) The obligation to return or destroy/delete as well as the prohibition to copy do not apply to routinely made backup copies of the electronic data transfer and to Confidential Information and copies thereof that the receiving Party is required to store pursuant to the applicable laws. These copies and retained Confidential Information will continue to be governed, however, by the terms and conditions of this MoU.

3.3

The obligations outlined in Section 3 apply only insofar as the information was not known by or generally accessible to the public before the information was provided or insofar as the information did not become known by or generally accessible to the public after the information was provided without the other contracting Party breaching this confidentiality obligation. The obligations pursuant to this Section 3 do not apply insofar as the other contracting Party was aware of the information before the information was provided or an employee of the other contracting Party who was not aware of the provided information developed the information independently or the information corresponds to information that was disclosed or made accessible to the other contracting Party by a third party, unless to the other contracting Party's knowledge the third party's disclosure of this information breaches a confidentiality obligation.

3.4

If a government authority or court mandates the disclosure of Confidential Information, the Receiving Party shall be authorized to make a disclosure insofar as the order demands such disclosure, provided that the Receiving Party – to the extent allowed by law - informs the Disclosing Party without undue delay about any such order for purposes of protecting its rights and provided that the Receiving Party limits the disclosure to the requisite minimum and informs about the confidentiality of the Confidential Information at the time of the disclosure. Section 3 shall remain otherwise unaffected.

Additionally, the Parties agree that this MoU may be disclosed to relevant public funding authorities if required for the purpose of applying for or securing public funding.

3.5

For the avoidance of doubt, the Parties agree that any Confidential Information is made available »as is« and that no warranties are given or liabilities of any kind are assumed with respect to the quality of such Confidential Information, including, but not limited, to its fitness for the purpose, non-infringement of third-party rights, accuracy, completeness or its correctness.

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Foreign Trade Law regulations, Export Control

The contracting parties shall observe all applicable national, European, foreign, and international regulations of foreign trade law including embargoes (and/or other sanctions).

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Effective date / Term

This MoU shall enter into force on the date of its signature and has a term of 2 years. The obligations set forth under Section 3 will remain binding for five (5) years after the term of this MoU ends.

This MoU may be extended by mutual consent in writing. The right of each Party to terminate this MoU with immediate effect for good cause (e.g. if a Party breaks the confidentiality terms of this MoU) remains unaffected.

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No use of name and logo; independent contractors

Each Party may use the name and/or logo of the other Party with prior written consent. Similarly, any press releases, publications, or public communications that reference the other Party's name or logo shall require the prior written approval of that party.

The Parties acknowledge that they are acting as independent contractors. No Party has the authority to act for the other Party as agent, fiduciary or similar or to incur any liability or obligation on behalf of the other Party except with the latter's express written authority. Neither Party is authorized to act for or to incur any liability or obligation on behalf of the other Party except with the express written authority of the other Party.

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Miscellaneous

7.1

This contract shall be signed in writing or in electronic form within the meaning of Section 127 III of the German Civil Code (BGB) with legal effect (e.g. by using an electronic signature platform like DocuSign, Adobe Sign etc.). There shall neither be an exchange of handwritten original signatures nor a subsequent qualified electronic signature or certification according to § 127 II, III BGB in the case of electronic signature. This provision applies also for changes or additions to this contract as well as if the Parties intend to waive the agreed form.

7.2

This MoU shall be governed by the law of the Federal Republic of Germany, without reference to its conflict of law provisions and excluding the provisions of the UN convention on the international sale of goods (CISG).

7.3

The Parties agree that any dispute, controversy or claim between the Parties arising out of or relating to this MoU, or the breach, expiration, termination or invalidity thereof will be settled through friendly consultations between the Parties. In the event the dispute cannot be settled within 30 days from the date of one Party notifying the other Party of the dispute, the following shall apply:

All remaining disputes arising out of or in connection with this MoU shall be finally settled according to the Rules of Arbitration of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. Place of arbitration shall be Munich, Germany. Arbitration language shall be the English language. Any award by said arbitration shall be final and binding upon

the Parties hereto. Nothing in this Agreement shall limit the Parties' right to seek injunctive relief from any court having competent jurisdiction.

7.4

None of the Contracting Parties may assign this Agreement or transfer individual rights or obligations under this Agreement to a third party without the prior written consent of the other Contracting Party.

The Contracting Parties agree that the rights and duties under this Agreement should also apply to legal successors of both Contracting Parties. The Contracting Parties are therefore obligated to impose the terms and conditions of this Agreement upon their legal successors accordingly.

7.5

Should one or more provisions of these General Terms and Conditions be or become fully or partially void then the validity of the remaining provisions shall remain unaffected. In this case, each contracting party may demand that a valid provision is agreed to that most closely approximates the purpose of the void provision. This approach shall apply in the event of any contractual gaps.

Gowraram,
Kaveri University



Dr. Praveen Rao Velchala
Vice-Chancellor

München,
Fraunhofer-Gesellschaft e.V.



Prof. Dr.-Ing. Thomas Wiegand
Director



Dipl.-Betriebsw. Michael Klee, MBA
Head of Administration