

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding** (hereinafter referred to as "**MoU**") is entered into on this 1st day of March 2022 by and between:

Manipal Academy of Higher Education, a deemed to be university under Section 3 of UGC Act, 1956, having its registered office at Madhav Nagar, Manipal – 576 104, Karnataka, India, represented by its Registrar, Dr. Narayana Sabhahit and on behalf of its teaching department, Department of Design (hereinafter collectively referred to as "**MAHE**", which expression shall, unless repugnant to the subject or context, shall mean and include its successors and assigns)

AND

Fountane Makerspace Pvt Ltd, a company registered under the Companies Act, 2013, bearing CIN: U72900TG2018PTC126723, having its registered and corporate office at 1-98/9/20, Jai Hind Enclave, Madhapur, Hyderabad, Telangan – 500 081 and represented herein by its Head of Community, Mr. Pranay Metta (hereinafter referred to as "**Fountane Makerspace**", which expression, unless excluded by or repugnant to the subject or context, shall include its successors – in-office, administrators and assigns).

MAHE and Fountane Makerspace shall hereinafter jointly be referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. MAHE is a reputed deemed-to-be-university providing education in various disciplines through its constituent units. Department of Design, a teaching department of MAHE has been providing top-notch Fashion and Interior Design programs in the country since 2012. It aims to foster creative, innovative and intellectually vibrant learning environment with a global outlook that would establish academic and professional excellence in design.
- B. Fountane Makerspace is engaged in the fields of 3D Fashion, Technology, Design, Retail, Healthcare, etc.
- C. MAHE and Fountane Makerspace believe that collaboration and co-operation between themselves will promote more effective use of each of their resources and provide each of them with enhanced opportunities.
- D. Both Parties, being legal entities in themselves, intent to cooperate and focus their efforts on cooperation within areas of Education, Training and Research and desire to sign this MoU for advancing their mutual interest;



G. Sabhahit

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For Fountane Makerspace Pvt. Ltd.

Authorised Signatory

NOW THEREFORE, in consideration of the mutual promises set forth in this MoU, the Parties hereto agree as follows:

CLAUSE 1 – CO-OPERATION

1.1. Both Parties are united by common interests and objectives, and they shall establish channels of communication and co-operation that will promote and advance their respective operations. The Parties shall keep each other informed of potential opportunities and shall share all information that may be relevant to secure additional opportunities for one another.

1.2. Both Parties shall cooperate to facilitate effective utilization of the intellectual capabilities of MAHE, providing significant inputs to them in developing suitable teaching / training systems, keeping in mind the needs of the industry.

1.3. The general terms of cooperation shall be governed by this MoU. The Parties shall cooperate with each other and shall, as promptly as is reasonably practical, enter into all relevant agreements, deeds and documents (the '**Definitive Documents**') as may be required to give effect to the actions contemplated in terms of this MoU. The term of Definitive Documents shall be mutually decided between the Parties. Along with the Definitive Documents, this MoU shall represent the entire understanding as to the subject matter hereof and shall supersede any prior understanding between the Parties on the subject matter hereof.

CLAUSE 2 – SCOPE OF THE MoU

2.1. The students graduating from MAHE could play a key role in technological up-gradation, innovation and competitiveness of an industry. Both Parties believe that close co-operation between the two would be of major benefit to the student community to enhance their skills and knowledge.

2.2. **Curriculum Design:** Fountane Makerspace shall give valuable inputs to MAHE in teaching / training methodology and suitably customize the curriculum so that the students fit into the industrial scenario meaningfully, as well as participate in review and jury of designs. Participate in curriculum revision based on industry feedback, initiation and coordination of collaborative programs. Facilitate guidance for student-driven projects, field trips and such activities.

2.3. **Internships and Placement of Students:** Fountane Makerspace shall actively engage to help the delivery of the Internship and placement of students of MAHE into internships / jobs, as per AICTE Internship Policy. Fountane Makerspace shall also register itself on AICTE Internship Policy Portal for disseminating internship opportunities available with them.



2.4. **Research and Development:** Both Parties have agreed to develop collaborative projects in the emerging areas within the fashion industry with faculty and/or undergraduates and postgraduates as well as on research grants / joint authorships.

2.5. **Guest Lectures:** Fountane Makerspace shall extend the necessary support to deliver guest lectures to the students of MAHE on the technology trends and in-house requirements.

2.6. Both Parties shall obtain all internal approvals, consents, permissions and licenses of whatsoever nature required for offering the Programs on the terms specified herein.

2.7. There is no financial commitment on the part of MAHE to take up any program mentioned in the MoU. If any financial consideration does arise during the course of this MoU, it will be decided through a separate agreement.

CLAUSE 3 – INTELLECTUAL PROPERTY

3.1. Nothing contained in this MoU shall, by express grant, implication, Estoppel or otherwise, create in either Party, any right, title, interest or license in or to the intellectual property (including but not limited to know-how, inventions, patents, copyrights and designs) of the other Party.

3.2. All rights to any Intellectual Property conceived through the joint efforts of both Parties as a result of the cooperation, shall be decided through a separate agreement.

CLAUSE 4 – VALIDITY

4.1. This MoU shall be valid for one year from the date of its execution. However, agreements concluded, with specific terms for financing and implementing projects under this MoU shall be valid till end of contracting obligations and responsibilities of the concerned Parties. The validity of this MoU may be further extended with the mutual consent of the Parties in writing.

4.2. Both Parties may terminate this MoU upon 30 (thirty) calendar days' notice in writing. In the event of Termination, both Parties shall discharge their respective obligations.

CLAUSE 5 – RELATIONSHIP BETWEEN THE PARTIES

5.1. It is expressly agreed that MAHE and Fountane Makerspace are acting under this MoU as independent contractors, and the relationship established under this MoU shall not be construed as a partnership. Neither Party is authorized to use the other Party's name in any way, to make any representations or create any obligation or liability, expressed or implied, on behalf of the other Party, without the prior written consent of



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For Fountane Makerspace of 4
Passage Pvt. Ltd.
Authorised Signatory

the other Party. Neither Party shall have, nor represent itself as having, any authority under the terms of this MoU to make agreements of any kind in the name of or binding upon the other Party, to pledge the other Party's credit, or to extend credit on behalf of the other Party.

5.2. Any divergence or difference derived from the interpretation or application of this MoU shall be resolved by Arbitration between the Parties as per the Arbitration and Conciliation Act, 1996. The place of the Arbitration shall be at Manipal.

5.3. This MoU shall be construed in accordance with Indian Law with exclusive jurisdiction in the Courts of Bangalore.

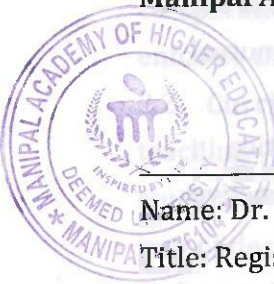
CLAUSE 6 – CONTACT PERSONS

For Fountane Makerspace	For MAHE
Name: Harini Theranikal	Name: Dr. Veena Rao
Designation: Director - 3D	Designation: Coordinator
Address: 1-98/9/20, Jai Hind Enclave, Madhapur, Hyderabad, Telangana 500081	Address: Department of Design, AB – 2, MIT Campus, Manipal 576104
Phone: +918639728448	Phone: +919880847303
Email ID: harini@fountane.com	Email ID: veena.rao@manipal.edu

In Witness Whereof, the Parties hereto have caused this MoU to be executed, as on the Effective Date, through their duly authorized representatives.

Signed for and on behalf of
Manipal Academy of Higher Education

Signed for and on behalf of
Fountane Makerspace Pvt Ltd.



Sabhahit

Name: Dr. Narayana Sabhahit
Title: Registrar

Renuka

Name: Renuka Metta
For Fountane Makerspace Pvt. Ltd.

Title: Head of Community
Authorised Signatory

Witness 1:

Veena Rao

Name: Dr. Veena Rao
Title: Coordinator, Dept of Design

Witness 2:

Harini Theranikal

Name: Ms. HARINI THERANIKAL
Title: DIRECTOR-FOUNTANE 3D