



BrighTex Bio-Photonics Pvt. Ltd.

Fostering innovation www.btbp.org
E: 3311270, 200571001502

Regd. Office: Plot no. 19, 4th SEC, Phase 2, 1st floor, Sanyal Institute of
Advanced Studies, Hyderabad, Telangana, India. Ph: 091 744000127

Projects undertaken in collaboration:

- TrackBio Attendance system pilot project between BTBP and GNITS
 - A Mobile application to track the student in class or anywhere in the campus with BTBP TrackBio Patented technology
 - URL: <https://www.btbp.org/TrackBio.html>
- Clarity Digital Platform Skin Advisor Application
 - A digital skin analysis and Virtual Treatment App which can do facial skin analysis, recommend treatments and products for Skincare & Beauty. It can also simulate aging transformation with facial skin features such as Wrinkles, Spots, Redness, Acne, etc.,
 - URL: <https://www.btbp.org/ClarityMobileSkinAdvisor.html>
- Derm Application
 - This App is used to morph facial features & adjust skin health in Real-time to beautify face. This Application will be helpful for cosmetic surgeons to visualize the after effects of the surgery.

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Archana





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Regd. Office Plot no. 19, SY NO. 459, 460, 2 - Floor, Anupuram Colony,
AS Rao Nagar, Hyderabad, Telangana - 500 062 Ph: +91 7416095325

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is made this day the **Monday** the Day of **25th November, 2019** between:

BrighTex Bio-Photonics Pvt. Ltd., having its headquarters at San Jose, CA, USA (hereinafter referred to as ' **BTBP** ').

AND

G. Narayanamma Institute of Technology and Science (for Women), located at Shaikpet, Hyderabad, Andhra Pradesh, 500008, INDIA (herein after referred to as ' **GNITS** ').

BTBP and GNITS are jointly referred to as 'Parties' in this MoU.

WHEREAS;

BTBP and GNITS have expressed mutual interest in setting up a joint '**BTBP-GNITS Academy of Artificial Intelligence**' laboratory (hereinafter, the BTBP AI lab) at GNITS.

In consideration of the mutual obligations herein contained, the parties agree as follows:

Objective and Scope of Work

The primary objective of the parties is to set up a joint Artificial Intelligence laboratory at GNITS to provide a platform for exploiting state of art technology, providing technical training, development of intellectual property and providing facilities for the development of products and solutions.



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GNITS' Responsibilities

1. GNITS will provide space and basic amenities at free of cost at its premises at IT Block to house the Capture and Analysis Systems for conducting Researching work. This lab will be made available for students and researchers of GNITS.
2. The lab will also be made available for training activities held jointly by BTBP and/or GNITS to train other universities and Colleges subject to the GNITS norms.
3. GNITS will incorporate Artificial Intelligence solutions in the curriculum and research projects, wherever appropriate and suitable.
4. GNITS will encourage students to actively participate in design and technical contests held by BTBP.
5. GNITS will contribute papers, articles, or publications on AI Innovations in leading conferences or journals as per the BTBP norms.
6. GNITS will not transfer or sublicense any of the tools, software or goods contributed hereunder to any third party except as expressly permitted, and will use such items solely for the purposes contemplated hereunder.

BTBP's Responsibilities

1. BTBP will designate a Project Manager to interact with GNITS.
2. BTBP will make available, software and hardware tools listed in Annexure 1 for the lab.
3. BTBP will support the lab with the following which shall contain only publicly available information and documents: training courses, training materials, literature, and CDs. All of the foregoing is provided as-is and without any warranties, including warranties of merchantability, fitness for a particular purpose, non-infringement, etc.
4. BTBP will provide free of cost generally available upgrades to the software tools listed in Annexure 1 for the lab for a period of three years via online download.
5. BTBP will conduct (1- 2 days) hands-on training sessions on Artificial Intelligence, Entrepreneurial development and other BTBP technologies to faculty members and students (at least once) every year.
6. BTBP will provide other benefits as listed in Annexure 1.



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Mutual Obligation:

1. This Collaboration shall not be exclusive to both parties and shall not disallow each party from having similar collaboration with others. Except as expressly stated in his MoU, there shall be no obligation on any party to compensate the other in any manner or to make any claim.
2. Each party shall meet the expenses between them as mutually agreed.
3. Each party shall respect the other's intellectual property (IP) and shall not use any trade name, trademark, symbol or designation belonging to the other without prior written approval. No party shall hold out as an agent or representative of the other or create any liability for the other. The parties shall indemnify the other for breach of this clause.
4. Both parties shall maintain confidentially about any information, course material, plans, discussions, strategies or any material which shall be deemed to be confidential and marked accordingly. Any information, course material or the like in the public domain shall not be part of this commitment.

Limitation and Warranties:

1. Each party shall ensure that the other is not put to any liability for any act of the respective party.
2. Each party represents that they have the full power and authority to enter into this MoU in general.

General:

1. Archana Saride and Haritha Vissapragada of BrighTex Bio-Photonics Pvt. Ltd., and Sessa Bhargavi V of GNITS will coordinate on behalf of two parties.
2. Both parties shall not use the name of the other in any advertisement or make any public announcement without the prior written approval of the other.
3. Both the parties agree that BTBP is not obliged on account of this MoU to recruit any fixed number of students from the College.



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Validity

This MOU is valid for three years from the date of signing of this MOU. Thereafter the MOU may be renewed for such term and on conditions as may be agreed between the Parties.

No Assignment

Neither party without the written consent of the other may assign either the benefit or the burden of this MOU.

Termination

Either party may terminate the MOU for any reason by giving to the other party 90 days' notice in writing.

Notices

Notices would be deemed to have been given provided they are sent in writing by registered mail and a copy of the same is faxed to either of the parties by the other party to the following addresses and fax numbers.

GNITS

G. Narayanamma Institute of Technology and Science (for Women)

Shaikpet, Hyderabad

Andhra Pradesh - PIN 500 008.

INDIA

Phone No. : +91 40 2356 5648

Fax No. : +91 40 2356 4187

BTBP

BrighTex Bio-Photonics Pvt. Ltd.,

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As Rao Nagar, Hyderabad, Telangana. 500102. Ph: 01 741098325

ENTIRE AGREEMENT

This document represents the entire agreement between the Parties regarding the subject matter of this MOU and can only be amended or modified by an agreement in writing signed by the Parties hereto.

LEGAL EFFECT

This document is not intended to impose any obligation whatsoever on either party (whether based in contract, tort or under statutory law) including, but not limited to, an obligation to bargain in good faith or in any way other than at arms' length. The parties do not intend to be bound by any agreement until both agree to and sign a definitive written contract. Neither party can rely on any promises inconsistent with this paragraph. This paragraph supersedes all other conflicting language.

In written whereof both parties put their hard seal on the day, month and year herein mentioned.

BTBP:

Signature:

Archara

Name:

Archara Sande

Title:

Executive Secretary

Date:

25/11/2019.

For GNITS:

Signature:

K. Ramesh Reddy

Name:

Dr. K. Ramesh Reddy

Title:

Principal

Date:

25/11/2019.

