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KLS IMER

Article 2(B) Administration Bond - In any other case

TO COLLABORATE FOR ENHANCING INSTITUTE INDUSTR

INTERACTION AND TRAINING AND CONSULTING INTERVENTION

(Zero)

KLS IMER

LEO ENGINEERS PRIVATE LIMITED

KLS IMER

100

(One Hundred only)

SHANTADURGA MULTI-PURPOSE SOUHARD SAHAKARI NIYAMIT





Please write or type below this line

Memorandum of Understanding

This Memorandum of understanding ("MoU") is made as of the effective date indicated below (the "Effective Date") by and between the Karnataka Law Society's Institute of Management Education and Research, Belagavi having its office at S. No. 77, Adarsh Nagar, Hindwadi, Belagavi, Karnataka 590011 (hereinafter referred to as "KLS IMER" or "First Party") and LEO ENGINEERS PRIVATE LIMITED (hereinafter referred to as "LEO Engineers" or "Second Party") having its office at (SY. No. 215/B, Plot No.5 & 6, Anand Nagar, Yellur Road, Vadgaon, Belagavi-590005, Karnataka) also referred to singularly as the "Party" and collectively as the "Parties";

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using estamp to hile App of Stock Holding.

CHARMAN

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2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authorities.

Effective Date: Friday, 6th August 2025

WHEREAS

The first party The Karnataka Law Society's Institute of Management Education and Research has been a pioneer autonomous institution in Management education, research and consultancy. Promoted by great visionaries, it has a team of highly qualified and research-oriented faculty lead by a dynamic Director and supported by a beautiful campus with state-of-the-art infrastructure. KLS IMER is recognized as a Research Center. Over the years the institute has been consistently rated as one of the top B-schools in this part of the country. Institute has been accredited by NAAC with grade "A" (CGPA of 3.24). The practical and research-oriented teaching and learning processes adopted at KLS IMER have resulted in top notch placements and in attracting students from diverse backgrounds across India.

AND

The second party, LEO Engineers is a one-stop solution for diverse casting needs up to 600 kg, producing all grades of cast iron and ductile iron. Established in 1981 by experienced technocrats, today the organization has grown into a trustworthy brand known for its quality focus and customer-centric approach.

LEO Engineers, based in Belgaum, Karnataka, specializes in steam turbine packaging, servicing, and BOP equipment supply. With operations across India and abroad, LEO serves power, renewable, ethanol, and paper industries, offering customized engineering solutions, project management, and technical consultancy, completing 30+ projects across six countries.

It is managed by professionals, assisted by a team of motivated, experienced, committed, and adequately trained workforce. The organization thrives on the culture of continuous improvement and unmatched quality, delivering precision castings as per the customer requirements.

The both Parties wish to harness and enhance collaborative initiatives within the limits of their possibilities and available resources. The Parties intend to provide the fullest possible mutual assistance to one another within the terms of this MoU. This MoU operates subject to the domestic laws and regulations of India and does not modify or supersede any laws or regulatory requirements in force in or applying to India. This MoU sets forth a statement of intent and accordingly does not create any enforceable rights and is not legally binding. Nothing herein shall be construed as creating, legal rights or obligations upon the Parties. To the extent that any provision of this MoU is inconsistent with this paragraph, the provision of this paragraph shall prevail.





ARTICLE 1 SCOPE

- 1. The scope of the collaboration between **KLS IMER** and **LEO ENGINEERS** shall include the specific actions identified in the Annexure to this Memorandum of Understanding.
- 2. The Parties may mutually show the intention in writing to extend the scope of collaboration beyond the actions identified on case-to-case basis
- 3. This MoU is a statement of intent of the Parties, and it will not create any binding legal obligations for either Party.

ARTICLE 2 COMPETENT PARTIES

The competent Parties for implementation and execution of this Memorandum of Understanding shall be:

- The Chairman, Governing Council- KLS IMER
- Director, LEO ENGINEERS

ARTICLE 3 DISPUTE RESOLUTION

Any dispute between the Parties arising out of the interpretation or execution of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 4 CONSULTATIONS

The Parties intend to have consultations from time to time to analyze the implementation and execution of this Memorandum of Understanding and to consider further areas of co-operation. The format and time of such consultations will be arranged between the Parties as appropriate.

ARTICLE 5 AMENDMENT

- 1. This Memorandum of Understanding and its Annex constitute the entire Memorandum of Understanding between the Parties on their collaboration.
- 2. Any amendment to or modification of this Memorandum of Understanding need to be in writing and to be duly signed by the Parties.
- 3. No amendment to this Memorandum of Understanding shall be valid or binding unless set forth in writing and duly executed by the Parties to this Memorandum of Understanding.
- 4. No waiver of any breach of any provision of this Memorandum of Understanding shall be effective or binding unless made in writing and signed by the Party purporting to give such waiver and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

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ARTICLE 6 NON-EXCLUSIVITY

- 1. **KLS IMER and LEO ENGINEERS** are free to enter into any number of such Memorandum of Understandings with other organizations.
- 2. It is expressly agreed that the services hereby agreed to be provided/availed by the respective Parties shall be on a non-exclusive basis.
- 3. Both parties are free to acknowledge the "partnership" status and mention the same in their communications subject to mutual agreement on branding and communication protocols.

ARTICLE 7 INTELLECTUAL PROPERTY

If and when the Parties consider concluding further agreements, they will consider whether specific provisions are desirable concerning the protection of intellectual property and confidential information.

ARTICLE 8 INDEPENDENT PARTIES

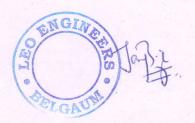
The Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or between their respective representatives and employees or between one Party and the representatives and employees of the other Parties or to provide any of the Parties with any right, power or Party, whether express or implied to create any such duty or obligation on behalf of the other Parties.

ARTICLE 9 FORCE MAJEURE

This Memorandum of Understanding is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of Parties, such as acts of God, civil commotion, riots, war, extremist action, governmental /regulatory/ statutory restrictions, pandemic.

ARTICLE 10 DISCLAIMER

KLS IMER and LEO ENGINEERS do not guarantee exact/expected outcome of any project or assignment undertaken under this Memorandum of Understanding. The Parties may intend to work on different ways to conclude the intent of this Memorandum of Understanding, but this Memorandum of Understanding will not be legally binding on either Parties.



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ARTICLE 11 ENTRY INTO FORCE, DURATION AND TERMINATION

- 1. This Memorandum of Understanding will enter into force on the date of the last signature.
- 2. This Memorandum of Understanding will remain in force for a period of **three years** from the date of entry into force and extendable up to 1 year mutually agreed terms and conditions with the written consent of the Parties, unless it has been terminated.
- 3. This Memorandum of Understanding may be terminated:
 - (a) By either Party giving 30 days' written notice in advance to the other Party.
 - (b) on any Party going into liquidation/bankruptcy/winding up/merger or similar legal events. In such event the MoU shall stand terminated with immediate effect.
- 4. Termination will not affect any binding agreement concluded prior to termination, which shall continue with full force and effect until their completion, unless otherwise agreed by the Parties in writing

ARTICLE 12 FINANCIAL IMPLICATIONS

- 1. Both parties agree that there will be no financial implication of this MoU on either party as a result of any joint programs being created.
- 2. In case there is a requirement for a project/program where there may be a financial implication, both Parties will enter into a separate agreement with separate terms and conditions, outside the purview of this MoU.

ARTICLE 13 CONFEDENTIALITY

In the course of fulfilling the mutual responsibilities under this arrangement there will be a sharing of information of confidential nature. Both parties hereby agree to maintain such information relating to methods, trade secrets, ideas, products, services, processes, techniques and other proprietary information in strict confidence and not to divulge these to third party without the expressed written consent of the other party except as may be necessary in the course of fulfilling mutual responsibilities in this arrangement. Both the parties shall ensure that their employees also maintain confidentiality of any information under this arrangement i.e. divulged to them.

ARTICLE 14 COORDINATION

Both parties shall appoint one member from their respective behalf as Coordinators to coordinate the activities. Further, a co-ordination committee appointed by competent authorities, may be formed to periodically review and identify ways to strengthen cooperation and collaboration between the two parties.

ENGINA JOZO

CHAIRMAN GOVERNING COUNCIL K.L.S. I.M.E.R.

ARTICLE 15 NOTICES

All notices in respect of this Memorandum shall be sent either by email or by Registered Post to the addresses herein below stated.

Chairman Director KLS IMER LEO ENGINEERS Address: Address: SY. No. 215/B, Plot No.5 & 6, Anand Sy. No. 77, Vadagaon Road, Adarsh Nagar, Hindwadi, Nagar, Yellur Road, Vadgaon, Belagavi-Belagavi- 590011. 590005, Karnataka Contact Office: 0831-2405511/12 Contact - 88846-86864 Email: director@klsimer.edu Email: jaydeep@leoengineer.com

CONCLUSION

This Memorandum of Understanding signifies the commitment of both the institutions to promote collaboration for mutual benefit. In witness whereof, both the institutions have executed this MoU through their authorized representatives with their seal and signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

Done in two duplicates in the English language.

FOR AND ON BEHALF OF KLS IMER	FOR AND ON BEHALF OF LEO ENGINEERS
Maker	Jast.
Shri R. S. Mutalik	Mr. Jaydeep Birje
Chairman, Governing Council KLS IMER	Director-LEO ENGINEERS
Date: 6 th August 2025	Date: 6 th August 2025

WITNESSES

Dr. Ajay Jamnani Associate Professor (Marketing) KLS IMER

Dr. Arif Shaikh Director

KLS IMER

DIRECTOR K.L.S. Institute of Managemen,

(You may get 2 members as your witnesses from LEO Engineers) Research

ANNEXURE 1

To the Memorandum of Understanding between KLS IMER and LEO ENGINEERS

Overall areas:

- The scope of this association is drawn with a mutual desire to collaborate for undertaking activities such as Training / Consultancy under the banner of KLS IMER and LEO ENGINEERS.
- 2. **KLS IMER and LEO ENGINEERS** shall keep each other informed of potential opportunities and shall exchange relevant information required to carry on with collaborative activities.
- 3. **KLS IMER and LEO ENGINEERS** mutually authorize each other to use their name and logo in connection with promotional materials, training and workshops as required.
- 4. **KLS IMER and LEO ENGINEERS** shall provide advisory support to each other for initiatives related to concerned stakeholders.
- 5. **KLS IMER and LEO ENGINEERS** agree to **explore future areas for working together** as and when they evolve that are not envisaged in this MoU.
- 6. **KLS IMER and LEO ENGINEERS** will have separate agreements in case, financial matters are involved while executing collaborative activities and events.
- 7. **KLS IMER and LEO ENGINEERS** shall assign their respective SPOCs (Single point of Contacts) to coordinate with the collaborative activities.



CHAİRMAN GOVERNING COUNCIL K.L.S. I.M.E.R.