



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

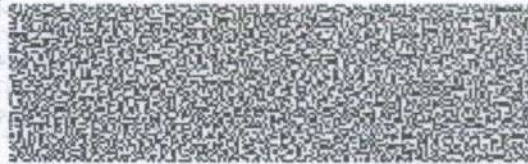
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Certificate No. : IN-KA20466713195662R  
 Certificate Issued Date : 04-Jun-2019 11:17 AM  
 Account Reference : NONACC (FI)/ kaksfcl08/ NAGASANDRA1/ KA-BA  
 Unique Doc. Reference : SUBIN-KAKAKSFCL0869550903801223R  
 Purchased by : KENNAMETAL INDIA LIMITED  
 Description of Document : Article 4 Affidavit  
 Description : AFFIDAVIT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : **KENNAMETAL INDIA LIMITED**  
 Second Party : SHRI MADHWA VADIRAJ INSTITUTE OF TECHLY AND MAGNT  
 Stamp Duty Paid By : **KENNAMETAL INDIA LIMITED**  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)

सत्यमेव जयते

For SOUNDARYA SOUHARDHA CREDIT CO-OPERATIVE LIM

*[Signature]*  
Authorized Signatory



Please write or type below this line

CONFIDENTIALITY AGREEMENT

SHRI MADHWA VADIRAJ  
INSTITUTE OF TECHNOLOGY & MANAGEMENT

Vishwathanna Nagar, Udupi Dist

This agreement is made and entered into this June 10, 2019, at Bengaluru, India. BETWEEN



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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shofestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Non Acc

**Kennametal India Limited**, a Company registered under the Companies Act, 1956, having its registered Office at 8/9<sup>th</sup> Mile, Tumkur Road - Bangalore 560073 (hereinafter called "**KENNAMETAL**") of the First part.

AND

**Shri Madhwa Vadiraja Institute of Technology and Management**, a registered Education Institute, represented by its Professor and Principal, Dr. Thirumaleshwara Bhat, (hereinafter called "**Recipient**") of the First part.

WITNESSETH:

WHEREAS, KENNAMETAL is in the business of design, manufacture and sale of tungsten carbide cutting tool, machine tools, hard metal, its products etc. and also as a result of the presence in this industry for a long period, has developed, acquired and/or possesses technical knowledge in these fields and has industrial property rights consisting of designs, product engineering, technological and other information with respect to these tools and related parts and components.

WHEREAS, Recipient is providing Professional Educational Services in the field of Engineering etc.,

Whereas, Recipient has approached Kennametal to provide Project Training/ Internship to their students who are undergoing B.Tech and M.Tech Courses, for whom the training is mandatory as a part of their curriculum.

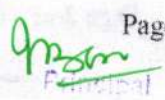
WHEREAS, KENNAMETAL has agreed to provide Internship/Project Training to the students of Recipient upon the request for their Professional development and enhancement of skills and during the training period the students and Recipient may get confidential information of Kennametal.

WHEREAS, KENNAMETAL will be disclosing/ has already disclosed to RECIPIENT certain information which is confidential and proprietary to KENNAMETAL and or its customers if any.

WHEREAS, KENNAMETAL desires and RECIPIENT agrees to enter into an agreement to define and protect KENNAMETAL's and or its customers rights if any with respect to the said information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:





SHRI MADHWA VADIRAJA  
INSTITUTE OF TECHNOLOGY & MANAGEMENT  
Vichwothama Nagar, Udupi Dist.  
KARNATAKA - 574 115





- 1 KENNAMETAL shall / has in its discretion, disclose (d) to RECIPIENT certain CONFIDENTIAL INFORMATION for the sole purpose of Project Work and Internship.
- 2 CONFIDENTIAL INFORMATION means information of a proprietary, trade secret or confidential nature, disclosed pursuant to this Agreement of already disclosed, which may include but is not limited to research data, technical information, software, samples, devices, specifications, financial data, business plans, production, laboratory or engineering techniques or manuals or other intellectual property or its physical embodiments, whether disclosed orally, visually, in writing or in document form, by observation or inspection of KENNAMETAL's item, or facilities or by conversation with KENNAMETAL's officers, directors, employees or agents.
- 3 RECIPIENT agrees to receive and guard the CONFIDENTIAL INFORMATION as confidential, and to take all steps necessary to protect the CONFIDENTIAL INFORMATION from unauthorized use or disclosure.
- 4 RECIPIENT agrees to use KENNAMETAL's CONFIDENTIAL INFORMATION only for the sole purpose identified in Paragraph 1 of this Agreement. RECIPIENT agrees not to use or exploit any of KENNAMETAL's CONFIDENTIAL INFORMATION directly or indirectly for its own benefit or for the benefit of any third party in a manner inconsistent with that purpose.
- 5 RECIPIENT agrees not to disclose KENNAMETAL's CONFIDENTIAL INFORMATION in any way or in any form to third parties without KENNAMETAL's prior specific written authorization and RECIPIENT agrees to disclose the CONFIDENTIAL INFORMATION only to those of its officers, directors, employees or others under its control who have a need to know the CONFIDENTIAL INFORMATION to achieve the purpose envisaged in this agreement, all of whom will be required by RECIPIENT to protect it in accordance with this Agreement.
- 6 RECIPIENT shall not copy, duplicate, reproduce, transcribe either in its original form or in any modified form, KENNAMETAL's CONFIDENTIAL INFORMATION except as may be necessary for the purpose set forth in Paragraph 1 hereof. All the copies shall contain the same confidential or proprietary designations that appear on the original CONFIDENTIAL INFORMATION.
- 7 RECEIPIENT shall not publish any article in newspapers or in any magazines related the confidential information received from the





Kennametal at any time.

- 8 Kennametal understands that to complete the requirements of the course in which the student is enrolled, Recipient may give a substantive presentation concerning the Project to an audience that will not have signed Non-disclosure agreements, and that such presentation will include information about Kennametal. Kennametal will work with Recipient/student to prevent the inclusion of Confidential Information in the presentation and any written materials prepared by the student.

The restrictions set forth in Paragraph 4, 5, 6 and 7 hereof shall not apply to information which:

- a) is established through evidence to have been in the possession of RECIPIENT prior to its receipt from KENNAMETAL.
- b) is established to have been in the public domain at the time of the disclosure or is thereafter established to be in the public domain other than through a breach of this Agreement.
- c) is lawfully obtained by RECIPIENT from a third party under circumstances permitting RECIPIENT to use or disclose the information without restrictions.
- d) has already been disclosed prior to entering into this agreement.

No information which is specific shall be deemed to be within any of the foregoing exceptions merely because it is embraced by more general information which falls within any one or more of the foregoing exceptions.

Any combinations of features shall not be deemed to be within any of the foregoing exceptions merely because individual features fall within any one or more of the foregoing exceptions.

9. All CONFIDENTIAL INFORMATION shall be and remain the property of KENNAMETAL and no present or future intellectual property rights or licenses are offered, granted or implied by KENNAMETAL in the disclosure of any CONFIDENTIAL INFORMATION hereunder. Nothing in this Agreement shall be interpreted as an offer, grant or license of any right to directly or indirectly manufacture any product or item by the use of the CONFIDENTIAL INFORMATION (other than as may be requested by KENNAMETAL) or to incorporate or use the CONFIDENTIAL



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*Principa*  
Principal

SHRI MADHWA VADIRAJA  
INSTITUTE OF TECHNOLOGY & MANAGEMENT  
Vichwothama Nagar Udupi Dist.  
BANTAKAL - 574 115



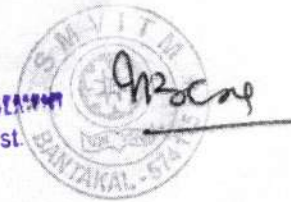


INFORMATION in any manner in RECIPIENT's business. Nothing in this Agreement shall prohibit KENNAMETAL from disclosing the CONFIDENTIAL INFORMATION to other parties.

10. RECIPIENT shall promptly disclose to KENNAMETAL any information, inventions or discoveries (whether patentable or not), innovations, suggestions, ideas and reports, made or developed by RECIPIENT based on or as a result of the use of CONFIDENTIAL INFORMATION. RECIPIENT shall not at any time without the prior written authorization of KENNAMETAL, file, cause or authorize the filing of any patent application in any country with respect to any such inventions, discoveries or innovations which are the property of KENNAMETAL.
11. RECIPIENT shall not disclose the existence of this Agreement to any third party or use the name of KENNAMETAL in any publicity or advertising without KENNAMETAL's prior written authorization.
12. This Agreement does not constitute any representation, warranty or guarantee by KENNAMETAL to RECIPIENT with respect to the non-infringement of intellectual property rights of third parties nor shall KENNAMETAL be liable to RECIPIENT for any errors or omissions in the CONFIDENTIAL INFORMATION or for the results of the use of the CONFIDENTIAL INFORMATION by RECIPIENT.
13. This Agreement shall be effective as of the date first written above and shall remain in effect for a period of three (3) years from that date of execution of this agreement; provided, however, that the obligations of this Agreement governing the confidentiality and use of the CONFIDENTIAL INFORMATION survive such termination for a period of five (5) years. Upon termination of this Agreement or at the earlier written request of KENNAMETAL, RECIPIENT shall promptly return all CONFIDENTIAL INFORMATION and copies thereof.
14. Ethics: Recipient acknowledges that Kennametal has provided it with access to a copy of Kennametal's Code of business Ethics and Conduct at <https://www.kennametal.com/en/about-us/ethics-and-compliance.html> agrees to act in a manner that is consistent with Kennametal's Code of Business Ethics and Conduct while performing under this Agreement.
15. Recipient warrants that it will abide by, and will cause all of its affiliates or the respective directors, officers, employees, students, agents or representatives of such institutes, or any other person acting on behalf of Recipient or any of its affiliates (the "Relevant Agents") to abide by, all applicable laws and regulations, including but not limited to the laws of



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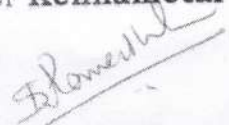


the US Foreign Corrupt Practices Act ("FCPA"); the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Bribery Convention") and its local country enabling legislation; and any other law that may govern its activities from time to time.

16. Any dispute arising out of or in relation of this Agreement shall be referred to arbitration to be held by a person to be nominated by KENNAMETAL whose decision shall be final and binding upon the parties hereto and such reference shall be a submission to arbitration under the Indian Arbitration and Conciliation Act 1996. The language of arbitration under the Indian Arbitration and Conciliation Act 1996. The language of arbitration shall be English; the venue of arbitration shall be Bangalore and the courts at Bangalore shall have jurisdiction to the exclusion of all other courts.

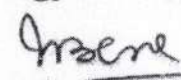
**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized representative.

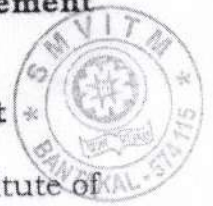
For **Kennametal India Limited**

  
**Ramesh S Rao**  
Deputy General Manager-R&D  
Kennametal India Ltd,  
Bangalore - 560073




For **Shri Madhwa Vadiraja Institute of Technology and Management**

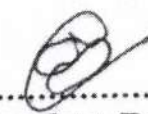
  
**Dr. Thirumaleshwara Bhat**  
Principal  
Shri Madhwa Vadiraja Institute of  
Technology and  
Management, Vishwothama Nagar,  
Bantakal, Udupi District - 574115



**Witness:**

  
**Signature:** .....  
**Name : Bharath Kumar**  
Address: Executive - R&D  
Kennametal India Limited  
8/9th Mile, Tumkur Road  
Bangalore, 560073

**Witness:**

  
**Signature:** .....  
**Name: Dr. Sudarshan Rao**  
Address: Professor and HOD  
Dept. of Mechanical Engineering  
Shri Madhwa Vadiraja Institute of  
Technology and Management,  
Vishwothama Nagar, Bantakal, Udupi  
District - 574115



# SHRI MADHWA VADIRAJA INSTITUTE OF TECHNOLOGY & MANAGEMENT

A Unit of Shri Sode Vadiraja Mutt Education Trust (R), Udupi  
Affiliated to the Visvesvaraya Technological University, Belgaum  
Approved by AICTE, New Delhi & Recognized by Govt. of Karnataka

Vishwothamanagar, BANTAKAL - 574 115, Udupi, Karnataka, India

Phone : 0820-258918  
: 0820-258918  
Fax : 0820-258918  
E-mail : info@sode-ed  
Website : www.sode-ed

03 May 2019

Mr. Ramesh S Rao  
Deputy General Manager  
Kennametal India Ltd  
8/9th Mile, Tumkur Road,  
Bengaluru, Karnataka 560073

Dear Sir,

**Subject: Internship for VI semester students at your esteemed organization.**

Shri Madhwa Vadiraja Institute of Technology & Management (SMVITM) was established in the year 2010, under the auspices of Shri Sode Vadiraja Mutt Education Trust®, Udupi. The institute offers four year undergraduate courses leading to BE degree in Civil, Computer Science, Electronics & Communication, and Mechanical.

As part of their VTU course curriculum and their own personal enhancement, the students are required to undergo an Internship in organizations of repute.

In line with the above, we request you to kindly permit our student of VI semester Mechanical Engineering, to do their Internship at your organization from 08 July 2019 to 08 August 2019 for 4 weeks.

The mentor for this internship is also requested to be the External Examiner during their viva voce at the end of the semester. We request your support to attend this as an External examiner. Kindly share your confirmation through email.

On completion of the internship, we request you to share a Certificate of Completion with each student.

The following students are interested to do Internship in your organization.

SL NO	NAME	USN
1	PRANAV MAIYA	4MW16ME060
2	RAKSHITH N	4MW16ME068
3	SANATH KUMAR B	4MW16ME079

Thanking you,  
Best Regards,

*Vidya Bhat*

Vidya Bhat  
OFFICER

*[Signature]*

Principal

SHRI MADHWA VADIRAJA  
INSTITUTE OF TECHNOLOGY & MANAGEMENT  
Vishwothama Nagar, Udupi Dist.  
BANTAKAL - 574 115





16<sup>th</sup> August 2019  
Bangalore


## CERTIFICATE

This is to certify that **Mr. Pranav Maiya**, bearing Reg. No.4MW16ME060, BE Mechanical Student from Shri Madhwa Vadhiraja Institute of Technology and Management Udupi, has successfully completed his Internship on "Data Collection and Time Study of Grinding Machine" in our Organization from 08<sup>th</sup> July 2019 to 16<sup>th</sup> August 2019 under the guidance of **Mr. Ramesh S Rao**, Deputy General Manager Material Science.

During his stay with us, we found him to be sincere and his conduct was good.


We wish him all the success in his future endeavors.

For Kennametal India Limited

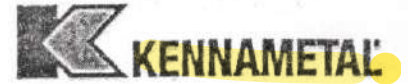
  
Sudheer B M

Assistant Manager - Human Resources



  
SHRI MADHWA VADHIRAJA  
INSTITUTE OF TECHNOLOGY & MANAGEMENT  
Vishwathama Nagar, Udupi Dist.  
BANTAKAL - 574 115





16<sup>th</sup> August 2019  
Bangalore

## CERTIFICATE

This is to certify that Mr. Rakshith N, bearing Reg. No.4MW16ME068, BE Mechanical Student from Shri Madhwa Vadhiraaja Institute of Technology and Management Udupi, has successfully completed his Internship on "Data Collection and Time Study of Grinding Machine" in our Organization from 08<sup>th</sup> July 2019 to 16<sup>th</sup> August 2019 under the guidance of Mr. Ramesh S Rao, Deputy General Manager Material Science.

During his stay with us, we found him to be sincere and his conduct was good.

We wish him all the success in his future endeavors.

For Kennametal India Limited

Sudheer B M  
Assistant Manager - Human Resources



Principal

SHRI MADHWA VADHIRAJA  
INSTITUTE OF TECHNOLOGY & MANAGEMENT  
Vadwathann Nagar Udupi Dist.  
BANTAKAL - 574 115





16<sup>th</sup> August 2019  
Bangalore

## CERTIFICATE

This is to certify that **Mr. Sanath Kumar B**, bearing Reg. No.4MW16ME079, BE Mechanical Student from Shri Madhwa Vadhiraaja Institute of Technology and Management Udupi, has successfully completed his Internship on "Data Collection and Time Study of Grinding Machine" in our Organization from 08<sup>th</sup> July 2019 to 16<sup>th</sup> August 2019 under the guidance of **Mr. Ramesh S Rao**, Deputy General Manager Material Science.

During his stay with us, we found him to be sincere and his conduct was good.

We wish him all the success in his future endeavors.

For Kennametal India Limited

Sudheer B M  
Assistant Manager - Human Resources



*Principal*  
SHRI MADHWA VADIRAJA  
INSTITUTE OF TECHNOLOGY & MANAGEMENT  
Vishwothama Nagar, Udipi Dist.  
BANTAKAL - 574 115