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Date 12/8/25 St. No. m Value Rs. 100  
Name of Purchaser Regula Goa University  
Resident of \_\_\_\_\_  
Place of Vendor Paraji  
Licence No. AC/STP/VEN/102/2003  
Sign of Vendor [Signature] Sign of Purchaser \_\_\_\_\_

**FELLOWSHIP PROGRAM PARTICIPATION AGREEMENT**

This Fellowship Program Participation Agreement ("Agreement"), effective as of 1<sup>st</sup> August 2025 (hereinafter the "Effective Date"), is made and entered at Taleigao Goa.



[Signature]



[Signature]

between

Goa University, established under the Goa University Act of 1984 (Act No. 7 of 1984) represented by its Registrar, Prof. Sundar Dhuri, major of age, Indian National and having its official address at Administrative Block, University Campus, Taleigao Plateau, Goa 403206 herein after referred to as "**GU**"

and

Sony Research India Private Limited represented by its Associate Director **Ashwini Matamudre**, major of age, Indian National, having its office at Embassy TechVillage, Block-L, Devarabisanahalli, Outer Ring Road, Bellandur, Bengaluru, Karnataka, India – 560103, (hereinafter referred to as "**Sony**").

"**Affiliate**" means the parents, subsidiaries, or any legal entity that directly or indirectly controls, is controlled by, or is under common control with a party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.

WHEREAS, Sony desires to have GU perform the research program described in Exhibit 1.

NOW, THEREFORE, for good and valuable consideration that has been received, the parties agree as follows:

## 1. PERFORMANCE

GU agrees to make good faith efforts to perform the research program as described in Exhibit 1 (the "**Program**"), attached hereto. GU does not guarantee that the work shall be successful or agree to obtain specific results. The Program shall be directed and supervised by Dr. Narayan T. Vetrekar (the "**Principal Investigator/PI**"), who shall have primary responsibility for the performance of such research. Prof. Rajendra S. Gad will be the Co-Principal Investigator ("**Co-PI**") for the Program.

GU acknowledges and agrees that the PI and the Co-PI are under the employment of the GU and has been commissioned to undertake the Program as an employee of the GU. Any disputes between GU and PI shall have no bearing on the scope of this Agreement whatsoever.



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## 2. PERIOD OF PERFORMANCE

The research shall be performed during the period beginning from 1<sup>st</sup> August 2025 and ending on 31<sup>st</sup> July 2026 (the "**Participation Period**"). This Agreement shall terminate as specified in Section 10 below.

## 3. PRICE

Sony shall pay GU the sum of Rs. 15,00,000 INR (Fifteen lakh Indian Rupees only).

## 4. PAYMENT

An electronic invoice shall be addressed to Sony Research India Private Limited, Embassy TechVillage, Block-L, Devarabisanahalli, Outer Ring Road, Bellandur, Bengaluru, Karnataka, India – 560103 and emailed to [Arithy.Menakaveeran1@sony.com](mailto:Arithy.Menakaveeran1@sony.com).

A single payment in the amount set forth in section 3 above shall be payable within sixty (60) days of receipt of GU's invoice with an electronic funds transfer sent to GU. GU shall issue a valid invoice that conforms to Sony's reasonable requirements for the amount set forth above to Sony within thirty (30) days of the Effective Date. All payments by Sony to GU, shall be paid by telegraphic transfer remittance to the bank account separately designated by GU.

## 5. CONFIDENTIALITY

- 5.1 The parties anticipate that during the course of the Program it may be necessary for either to disclose to the other party, the information of a confidential and proprietary nature, including, but not limited to, technical data, know-how, computer programs, and business practices ("**Confidential Information**"). The Confidential Information shall be disclosed in writing and marked "proprietary" or "confidential". Confidential Information disclosed verbally shall be confirmed in writing, marked proprietary or confidential, and forwarded to the receiving party within thirty (30) days after such disclosure.
- 5.2 The parties agree not to disclose any part of the Confidential Information unless it receives a valid, legal demand to do so, and in such event, it will notify the disclosing party immediately.
- 5.3 Each party agrees that it shall not disclose the Confidential Information to third parties and shall maintain the Confidential Information in confidence,



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exercising at least the same degree of care used to protect its own confidential and proprietary information. The parties agree to use such Confidential Information only for the purposes contemplated under this Agreement. Disclosure of such Confidential Information shall be restricted to those employees and agents of a party, including by way of non-limiting example, GU's students, post-graduate students, post-doctorate researchers, and the like, and employees and agents of Sony and its affiliates or any associated party, strictly on need to know basis, such Confidential Information solely with respect to the purposes contemplated hereunder, provided that any such party agrees to be bound by these confidentiality obligations to the same extent that the parties hereto are bound.

**5.4** The limitations on disclosure or use of the Confidential Information by the receiving party shall not apply to, and neither party shall be liable for disclosure or use of Confidential Information which:

- (a) is available to the public at the time of such disclosure or use through no fault of the receiving party;
- (b) is known to the receiving party at the time of receipt of such Confidential Information by the receiving party, as can be shown by prior written records;
- (c) prior to such disclosure or use has been disclosed to the receiving party by a third party lawfully entitled to disclose it;
- (d) is developed by or for the receiving party independently of the disclosure hereunder;
- (e) is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance.

**5.5** The obligations of confidentiality and non-use set forth above in this section 5 shall terminate three (3) years from the date of expiration or termination of this Agreement.

**5.6** GU understands and accepts that Sony's Confidential Information, including but not limited to datasets and codes shared by Sony to the



GU for this Program; models or algorithm created or built in relation to Sony's datasets, will not be released for any publication by GU without Sony's prior written consent. For the avoidance of doubt, Sony agrees for the GU to publish results not related to Sony's Confidential Information, including the OSS datasets and any annotated work and models or algorithms that are developed on such OSS datasets. A breach of this clause shall be a material breach of this Agreement. "OSS" means any and all open source software, community and other free code or libraries of any type, including, without limitation, any code which is made publicly available, without charge (e.g., any code licensed under any version of the Artistic, BSD, Apache, Mozilla GNU, GPL, LGPL, GNU Affero GPL, the Affero GPL, the Academic Free License, the Common Development and Distribution License, the Common Public Attribution License, the Open Software License, or any other license under which making software accessible to third parties through a network such as hosted or ASP services over the internet is treated as a form of distribution) and any other code which may be combined with or linked to any of the foregoing code or which may impose any other obligation or restriction with respect to a party's intellectual property rights.

- 5.7 GU agrees to only use OSS listed by the Open-Source Initiative and shall not use any OSS that require the following licenses: GNU GPL v3; LGPL v3; Affero General Public License (AGPL); Server-Side Public License; and any of the JSON "do no evil" licenses.

## 6. REPORTS AND USE OF RESEARCH RESULTS

- 6.1 GU shall submit written quarterly technical reports to Sony summarizing Program activity and research results ("**Research Results**"). Reports shall be sent to the Sony Technical Contact listed in section 11.

- 6.2 To the extent that the results include or describe subject matter which is or may be patentable under the law of any country or jurisdiction throughout the world, such results and subject matter shall be treated as an "**Invention**" and shall be subject to all terms and conditions of this Agreement pertaining thereto. To the extent, Results include or describe Copyrightable Works (hereinafter defined). Such Results shall be subject to all terms and conditions of this Agreement pertaining thereto. Notwithstanding any other provision of this Agreement, GU shall grant to



Sony and Sony's Affiliates a non-transferrable, irrevocable, perpetual, fully paid, royalty-free, unlimited, worldwide, non-transferable license to use, reproduce, make derivative works, display, distribute, and perform Research Results and technical data, and any Inventions or Copyrightable Works (terms defined below) obtained during the Participation Period for any non-commercial use. However, ownership and commercial licensing of any subject matter included in the Research Results which is or may be patentable or a Copyrightable Work, will be subject to the terms and conditions of this Agreement pertaining thereto.

6.3 GU will promptly make a report to Sony with respect to any Inventions invented in the performance of the Program within the Participation Period reported to it by Principal Investigator ("**Invention Disclosure Report**"). Except to the extent permitted under a license agreement entered into pursuant to Sections 7 or 8 hereof, Sony and its affiliates will use Invention Disclosure Reports for the purpose of evaluating its interest in future research, patenting or licensing an Invention reported in the Invention Disclosure Report.

## 7. RIGHTS TO INVENTIONS

7.1 It is anticipated that patentable inventions, discoveries, technology, and computer software, may be conceived and actually or constructively reduced to practice in the performance of the Program during the Participation Period of this Agreement ("**Inventions**") solely or jointly with Sony. For purposes of this Agreement, the term "constructively reduced to practice" shall mean the time at which GU communicates an invention to Sony either directly or through a report defined in Section 6. The respective rights of the parties to said Inventions shall be determined in accordance with the following Sections.

7.2 The respective rights of the parties to said Inventions and Copyrightable Works (hereinafter collectively referred to as "IP") shall be determined in accordance with the following Sections.

### 7.2.1 GU Inventions and Copyrightable Works

7.2.1.1 Any IP generated including invention or discovery made or conceived in the performance of the Project under this Agreement, or any patent



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granted on such Invention, shall be owned by GU and/or Sony in accordance with the following criteria:

- a. Title to any IP made or conceived solely by employees of GU without any inventive contribution from Sony pursuant to the Project shall be owned by GU ("**GU Project IP**").
- b. Title to any IP made or conceived jointly by employees of both the GU and the Sony pursuant to the Project (hereinafter called "**Joint IP**") shall be owned jointly by GU and Sony in accordance to their intellectual contribution, the proportion of which shall be agreed upon by the parties at the relevant time by entering into a separate written Agreement to that effect.
- c. Title to any Invention made or conceived solely by employees of the Sony pursuant to the project without any or minor inventive contribution from the GU belongs to Sony ("**Sony Project IP**") and may be commercialized at Company's sole discretion. However, GU shall be entitled to use the same for educational and research purposes only.

**7.2.1.2 GU Project IP:** GU shall notify Sony of any GU Project IP promptly after a disclosure is received by GU. GU may (a) seek possible IP protection in India or any foreign country at its own discretion or (b) shall do so at the request of Sony at Sony's expense. If Sony directs that a patent application or application for other IP protection be filed, GU, shall prepare, file and prosecute such Indian and foreign applications in GU's name. Sony shall cooperate with GU to assure that such application(s) will cover, to the best of Sony's knowledge, all items of commercial interest and importance. GU shall keep the Sony informed as to all developments with respect to such application(s) filed in the respective patent offices in connection with the prosecution thereof, in sufficient time for Sony to comment thereon without incurring extension fees or loss of patent rights

**7.2.1.3 Joint IP:** All applications in relation to the Joint IP shall be owned jointly by the parties. Each party shall notify the other of any Joint IP promptly after a disclosure is received by their respective IP office. If the parties determine that an IP application should be filed with respect to the Joint IP the parties will determine by mutual agreement, in writing, which party will take the lead on filing and prosecution with respect to the Joint IP in India and outside India. The parties shall have the right to review all patent applications on



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Joint IP and to provide the lead party with substantive comments. All expenses incurred in obtaining and maintaining the IP including Patents, on such Joint IP shall be borne by both the parties in India and by Sony outside India, except that, if Sony declines to bear such expenses, GU may take over the prosecution and maintenance thereof, at its own expense, and the title to such Joint IP shall be assigned to GU by Sony and shall be dealt as GU Project IP.

## **7.2.2 BACKGROUND IP:**

7.2.2.1 This Agreement does not affect the ownership of any Intellectual Property in any Background IP or in any other technology, design, work, invention, software, data, technique, Know-How, or materials that are not Research Results. The Intellectual Property in them will remain the property of the party that contributes them to the Project. No license to use any Intellectual Property is granted or implied by this Agreement except the rights expressly granted in this Agreement.

7.2.2.2 Each party grants the other a royalty- free, non-exclusive license to use its Background IP for the purposes of carrying out the Project, but for no other purpose Neither party is entitled to retain and/or use any portion of the Background IP other than for the purpose of the Project under this Agreement and shall either destroy or return all such Background IP to the party who owns the same, immediately upon completion of the Project or upon the termination of this Agreement.

7.2.2.3 If a party wishes to Commercialize the other party's Background IP in any manner:

7.2.2.3.1 it must seek such a license from that party, which the party owning the Background IP may grant or decline to grant in its absolute and unfettered discretion; and

7.2.2.3.2 any such license will be the subject of a separate license agreement between the parties.

## **7.2.3 FOREGROUND IP:**

Each party hereby grants to the other party a royalty free, non-exclusive license to use the IP generated either solely or jointly pursuant to this Project for internal, non-commercial use, such as for research and educational purposes.



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#### 7.2.4 GU Project IP:

Sony shall enjoy first right to seek an exclusive license from GU for commercially utilizing GU Project IP. In case Sony agrees to exercise such an exclusive license right, GU shall provide Sony an up-front and/or royalty-bearing exclusive license, provided Sony agrees to demonstrate reasonable efforts to commercialize the IP in the public interest and reimburse GU for the costs of IP filing, prosecution and maintenance in India or/and any foreign country. GU shall submit periodic invoices to Sony and Sony shall make payment after receipt of each such invoice. The license shall be subject to a separate licensing / royalty-sharing agreement arrived at by GU and Sony at the time of granting the said exclusive license on a case-by-case basis.

7.2.4.1 If at any time after a relevant application is filed or a relevant patent is issued, Sony at its sole discretion may decide not to bear the further cost of prosecuting or maintaining such relevant application or relevant patent (such decision hereinafter referred to a "Discontinuation Decision").

7.2.4.2 Sony shall give GU timely written notice of Discontinuation Decision at least thirty (30) days prior to any patent bar date or non-extendable payment due date.

7.2.4.3 GU shall then be free to file or to continue the prosecution or maintenance of any such relevant application, or to maintain any relevant patent in India and/or in any foreign country, at no further expense to Sony (such application or patent hereinafter referred to as a "Discontinued Application" or "Discontinued Patent").

7.2.4.4 GU shall have the right to dispose of such Discontinued Applications or Discontinued Patents that arise from such GU Project IP as it chooses and without further obligation to Sony with respect to such patent application or patent.

7.2.4.5 If, after good faith negotiations, no licensing agreement is reached by the parties within three (3) months ("**Negotiation Period**") from the time the first right to seek an exclusive license is elected by Sony, or if Sony conveys in writing to GU its lack of interest in such a license within nine (9) months ("**Option Period**") from the date of disclosure to Sony of GU Project IP, whichever is later, GU



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shall be free to license such GU Project IP to a third party without accounting to Sony.

**7.2.5 Joint IP:**

**7.2.5.1** Sony shall enjoy first right to seek an exclusive license from GU for commercially utilizing such Joint IP provided Sony agrees to demonstrate reasonable efforts to commercialize the IP in the public interest and reimburse GU for the costs of IP filing, prosecution and maintenance in India or/and any foreign country. This option to elect exclusive license is subject to a separate license agreement on terms to be negotiated in good faith on a case-by-case basis between the parties.

**7.2.5.2** If at any time after a relevant application is filed or a relevant patent is issued, Sony at its sole discretion may decide not to bear the further cost of prosecuting or maintaining such relevant application or relevant patent (such decision hereinafter referred to a "Discontinuation Decision").

**7.2.5.3** Sony shall give GU timely written notice of Discontinuation Decision at least thirty (30) days prior to any patent bar date or non-extendable payment due date.

**7.2.5.4** GU shall then be free to file or to continue the prosecution or maintenance of any such relevant application, or to maintain any relevant patent in India and in any foreign country, at no further expense to Sony (such application or patent hereinafter referred to as a "Discontinued Application" or "Discontinued Patent").

**7.2.5.5** GU shall have the right to dispose of such Discontinued Applications or Discontinued Patents that arise from such GU Project IP as it chooses and without further obligation to Sony with respect to such patent application or patent.

**7.2.5.6** The parties shall negotiate their respective rights in any such Discontinued Application or Discontinued Patent arising from such Joint IP.

**7.2.5.7** If Sony does not exercise such an option within six (6) months from the date of disclosure, or no licensing agreement is reached by the parties within three (3) months ("**Negotiation**



**Period")** from the time the first right to seek an exclusive license is elected by Sony the parties shall have equal, independent, unrestricted right to license on a non-exclusive basis, to third parties such Joint IP, after seeking consent of the other party and such consent shall not be unreasonably withheld beyond one month. The parties shall share any royalties or other benefits generated by licensing such Joint IP under mutually agreed terms on a case-by-case basis.

7.2.5.8 In the event both parties share benefits from Joint IP such as but not limited to license fee from other parties, all documented costs relating to the preparation, filing, prosecution and maintenance of the Joint IP filed in India and outside India, shall be recouped by the party incurring such expenditure or cost from the benefits and the remaining shall be shared between the parties equally.

7.2.5.9 In the event an exclusive license is granted by GU to Sony, GU retains a non-exclusive, royalty-free license for internal, non-commercial or educational and research use, with a right to sub-license such use to other educational and non-commercial institutions or organizations.

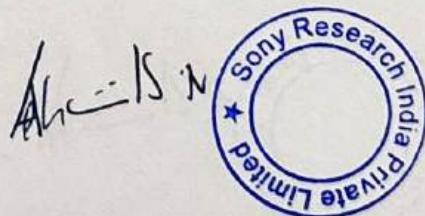
## 8. PUBLICATION

GU may wish to publish the results of research performed under this Agreement, an advance copy of any such publication shall be submitted to Sony at least thirty (30) days prior to such submission date to permit Sony to identify any disclosure of proprietary data or information relating to potentially patentable Inventions. At the time the advance copy is submitted to Sony, Sony shall also be given the option of receiving acknowledgment of fellowship in such publication. Sony shall notify GU in writing (including e-mail) within thirty (30) days after its receipt of the advance copy of the publication if it identifies Sony Confidential Information or potentially patentable Inventions. If Sony Confidential Information is identified by Sony within the thirty (30) days review period, Sony shall designate the Sony Confidential Information it does not wish to be published, and this information shall be deleted.

If Sony identifies potentially patentable Inventions in the publication, this information shall be delayed from being published for a period of up to thirty (30) days to allow for the filing of patent applications or the taking of other



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steps to protect the designated information with the terms and conditions of this Agreement.

## **9. ASSIGNMENT**

Neither party shall assign this Agreement to a third party without prior written consent of the other party; provided, however, that Sony may assign this Agreement to a successor in ownership of all or substantially all of the business assets of Sony, or to an Affiliate of Sony upon prior intimation to GU. Such successor or Affiliate shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Upon such assignment by Sony, if GU cannot continue to collaborate with the successor due to geo-political reasons or due to any Govt. of India orders and regulations, GU shall have the right to terminate the Agreement. Any other purported assignment shall be void.

## **10. TERMINATION**

### **10.1 Termination**

This Agreement shall automatically terminate effectively upon the date of the occurrence of any of the following events or conditions:

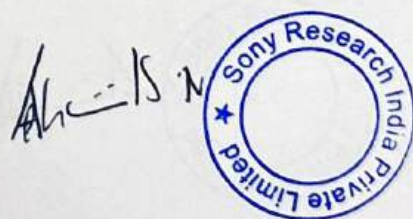
- (a) Expiration of the Participation Period under Section 2;
- (b) The inability of GU and Principal Investigator to complete the Program for any reason beyond its control;
- (c) Mutual written agreement of the parties;
- (d) Within thirty (30) days' written notice given by one party to the other stating its desire to terminate for convenience or
- (e) In the event that either party commits a material breach of its obligations under this Agreement and fails to cure that breach within thirty (30) days after receiving a written demand to cure from the non-breaching party, the non-breaching party may terminate this Agreement immediately upon written notice of termination to the breaching party.

### **10.2 Fees Due Upon Termination**

In the event of termination, prior to completion of the Program, the total cost of the Program shall be adjusted on a pro-rata basis to cover the portion of the



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work completed and shall include uncancellable obligations through the termination date, including student fees.

### 10.3 Survival

All obligations of the parties under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement until the obligations are satisfied in full, or by their nature, expire or upto 3 years of expiration whichever is earlier.

## 11. NOTICES

All notices, communications, and remittances shall be sent to the following:

### For Legal/Administrative Matters:

#### To GU:

Registrar,  
Goa University,  
Taleigao Plateau, Goa 403206

#### To Sony:

Sony Research India Private Limited,  
Strategy and Partnership Department,  
Embassy TechVillage, Devarabisanahalli, Bengaluru 560103  
Email: [Arithy.Menakaveeran1@sony.com](mailto:Arithy.Menakaveeran1@sony.com)

### For Technical Matters:

#### To GU:

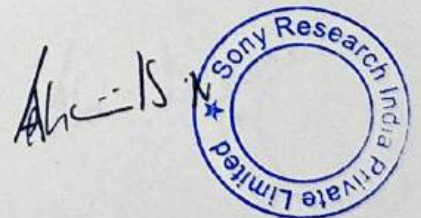
Dr. Narayan T. Vetrekar  
Assistant Professor,  
School of Physical and Applied Sciences  
Goa University, Goa – 403206  
Email: [vetrekarnarayan@unigoa.ac.in](mailto:vetrekarnarayan@unigoa.ac.in)

#### To Sony:

Sony Research India Private Limited,  
Embassy TechVillage, Devarabisanahalli, Bengaluru 560103  
Email: [Arithy.Menakaveeran1@sony.com](mailto:Arithy.Menakaveeran1@sony.com)



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All notices shall be sent by first class mail, or by nationally recognized carrier with proof of delivery receipt. Any notice shall be deemed given upon the date of the delivery receipt. Either party may from time to time notify the other party of a different address to which all notices, communications, or remittances shall thereafter be sent.

## 12. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by the Indian laws and construed in accordance to and governed by the Hon'ble Courts of Bengaluru, Karnataka. All provisions of this Agreement shall be severable for purposes of enforcement. If any provision or clause of this Agreement is unenforceable at law or in equity, such clause or provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall continue to be enforceable, according to its terms.

## 13. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes all previous agreements, negotiations, commitments, and writings, if any, between the parties hereto relating thereto. This Agreement may not be changed except by an amendment in writing and signed by duly authorized officers or representatives of each party hereto to be bound thereby. Except for an amendment to this Agreement mutually agreed to in writing by the parties hereto, in the event Sony issues a purchase order or instrument concerning the subject of this Agreement, the parties expressly agree that the terms and conditions in such purchase order or instrument will have no force or effect.

## 14. NON-USE OF NAMES

Neither party shall use the name of the other party or the name of any employee of the other party in any advertising or promotional literature or activities, without the prior written approval of the other party. Notwithstanding anything to the contrary in this Agreement, including Section 5, confidentiality, parties may use each other's name and their respective Principal Investigator's names in any public announcement it makes of Fellowship Program GUs chosen by Sony with the prior intimation. Notwithstanding the foregoing, Principal Investigator may use information that is simply factual and has been made public by Sony on its Sony's website such as citing the fellowship on their curriculum vitae or lab website.



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## 15. EXECUTIONS

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the Agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by electronic (i.e., PDF) transmission. Each party agrees that the delivery of this Agreement by electronic transmission shall have the same force and effect as delivery of original signatures.

## 16. DISPUTE RESOLUTION

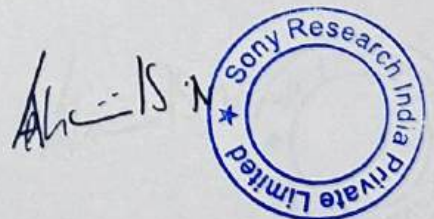
- 16.1. The parties hereto agree that in the event any dispute arising out of or related to this Agreement is not resolved in the ordinary course of business, the parties shall attempt in good faith to resolve the dispute through negotiation by their representatives who are at a higher level of management than those involved in the day-to-day administration of the business operations relating to or in connection with this Agreement. Accordingly, each party agrees that it may not commence legal action against the other in connection with such dispute without first attempting to resolve the dispute exclusively between them.
- 16.2. Failing such amicable settlement, any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to courts of Goa. And finally resolved by arbitration administered by rules of Arbitration and Conciliation Act, 1996 for the time being in force, which rules are deemed to be incorporated by reference in this clause.
- a) The seat of the arbitration shall be Bengaluru, India.
  - b) The Tribunal shall consist of sole/one arbitrator.
  - c) The language of the arbitration shall be English.
  - d) This contract is governed by the laws of India.

## 17. FORCE MAJEURE

- 17.1. In the event of the any of the following circumstances applying to either party, a Force Majeure Event would be deemed to be existing ("Force Majeure Event"):



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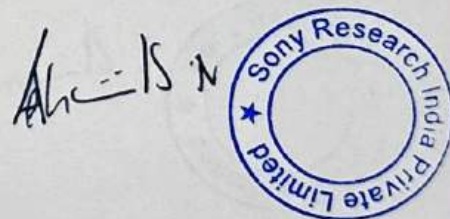
- 17.1.1. Fire (not caused by any willful act or negligence of the client or its employees or visitors and the like);
- 17.1.2. Act(s) of god, earthquake, tempest, flood, epidemics, pandemics or other such severe natural disasters.
- 17.1.3. by reasons of any applicable Laws or regulations, action by Government or local body or other similar authority including but not limited to lockdowns etc.
- 17.1.4. war or violence of any army or mob or enemies of the country.
- 17.1.5. acts of any terrorist, insurgent or any group acting against the Government or the people of the country; and/or
- 17.2. Upon happening of any such Force Majeure Event, either party would inform the other party of such event if the same interferes with the party's capacity to perform its obligations as per the terms of this Agreement and also, upon abatement of such event, either party would inform the other party about cessation of the same.
- 17.3. Furthermore, if the above situation continues for a period of more than ninety (90) calendar days, both the parties may terminate this Agreement in accordance with terms of the Agreement.
- 17.4. In the event of occurrence of any Force Majeure Event, the party claiming Force Majeure Event shall use all reasonable efforts to continue to partially perform its obligations hereunder, as far as possible and to mitigate the effect of such event of Force Majeure Event expeditiously and diligently
- 17.5. In event of partial performance of obligation or suspension of the Agreement due to Force Majeure Event, the Party claiming Force Majeure Event shall not be relieved of its obligations to comply with the applicable Laws.

## 18. NATURE OF RELATIONSHIP

The parties expressly agree and acknowledge that the relationship created by this Agreement is limited to the purpose of this Agreement. Sony is not the employer of the GU and/or the Principal Investigator. The GU and/or Principal Investigator is not, and will not be treated as, an employee, agent or legal representative of Sony for any tax purposes, or any other purposes whatsoever.



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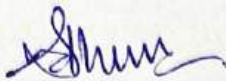


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GOA UNIVERSITY

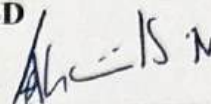
SONY RESEARCH INDIA  
PRIVATE LIMITED

BY:



(Signature)

BY:



(Signature)

NAME:

**Prof. Sunder N. Dhuri**

NAME:

**Ashwini Matamudre**

TITLE:

Registrar

TITLE:

Associate Director

DATE:

14/08/2025

DATE:

12-Aug-2025

SEAL:

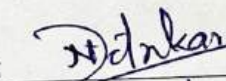


SEAL:



I/We, Dr. Narayan T. Vetrekar, named as Principal Investigator, and Professor Rajendra Gad named as Co-Principal Investigator, acknowledge that I/we have read this Fellowship Program Participation Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities set forth herein.

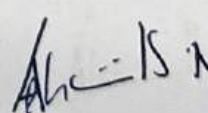
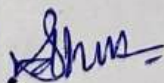
Signature:



Date:

14/08/2025

Name: Dr. Narayan T. Vetrekar



Signature: \_\_\_\_\_



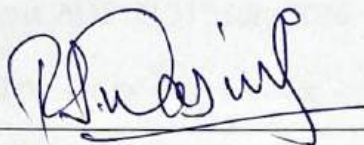
Date: \_\_\_\_\_

17/08/2025

Name: Prof. Rajendra S. Gad

Witness:

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

14/08/2025

Name: Dr. Pankaj Wasnik



Alvin N



## EXHIBIT 1

**TITLE:** PhD and/or Post-Doc Fellowship by Sony Research India

### FELLOWSHIP PROGRAM FOR JOINT-RESEARCH

This document describes a proposal for collaborative research funding from Sony for GU. The specific research will be conducted by PI Dr. Narayan Vetrekar and Co-PI Prof. Rajendra Gad, and focus Advanced research in the cutting-edge technology of AI, Large-scale and high-quality data generation, capability building in research manpower and Outreach & Education for serving hands-on training to support academic programs, workshops and seminars. Particularly, PhDs and/or Post-doctoral fellowship will be provided to select students under the guidance of PI and/or co-PI who will work on problem statements relevant to Sony Research India from 1<sup>st</sup> August 2025 till 31<sup>st</sup> July 2026.

The proposal document is as follows:

#### Research Area of Laboratory

- Research areas include Speech Analysis, Image Processing, Natural Language Processing, Pattern Recognition, Machine Learning, Deep-learning, Computer Vision, Generative AI, and Healthcare Technology.

#### Engaging Collaboration

- Medium of Understanding (MoU)
- Sony researchers may/shall participate in academic activities at Goa University, including teaching, mentoring dissertations, providing research guidance, organizing workshops, and delivering keynote addresses at conferences.
- Master's dissertation and PhD research aligning with Sony Research India
- Support for students' internships to gain industry exposure and their expertise
- Dedicated fellowship to support PhD and/or Post-Doctorate Close access to the Goa University students and research project in the thematic areas of the laboratory to Sony Research India.
- Alignment of Goa University fraternity in language translation projects such as Konkani, Marathi, and Portuguese

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## EXHIBIT 2

### BUDGET DETAILS

S. No.	Description	Amount (INR)
1	Post-Doctoral Fellowship (non-recurring)	15,00,000
Grand Total		15,00,000

Total of 15,00,000 INR will be paid by Sony to Goa University for one year of PhD and/or Post-Doc Fellowships for select students under the guidance of PI Dr. Narayan Vetrekar or Co-PI Prof. Rajendra Gad.

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